

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • MAY 24, 2016

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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



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

CITY COMMISSION MEMBERS

Mayor
John Penny

District 1 - Commissioner
Arthur J. Byrnes

District 3 - Commissioner
John F. Capers

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Elizabeth Albert

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

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

2. PRESENTATION - NONE**3. PUBLIC COMMENTS****4. APPROVAL OF MINUTES**

- 1. Minutes - May 10, 2016 - Regular City Commission and CRA Meeting
(Requested by Valerie Manning, City Clerk)

5. 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 Award and Authorize the City Manager to Execute a Contract with MCG Services for the Installation of a Multi-Use Path at the 7Th Street Park for the Bid Price of \$38,320.00 - Resolution 2016-R-21
(Requested by Mark Juliano, Public Works)

6. REGULAR AGENDA

- 1. Ordinance An Ordinance of the City of Holly Hill, Florida Amending Chapter 42, Pensions and Retirement; Article Iii, Firefighters' Pension; Division 1. Generally of the Code of Ordinances of the City of Holly Hill, Florida; Amending Section 42-61, Definitions by Amending the Definitions of "Actuarial Equivalent", "Credited Service", "Firefighter", "Salary" and "Spouse"; Amending Section 42-62, Membership, Amending Section 42-66, Benefit Amounts and Eligibility; Amending Section 42-68, Disability; Amending Section 42-70, Optional Forms of Benefits; Amending Section 42-75, Maximum Pension; Amending Section 42-87, Prior Fire Service; Amending Section 42-88 Deferred Retirement Option Plan; Adding Section 42-90, Supplemental Benefit Component for Special Benefits; Chapter 175 Share Accounts; Providing for Severability of Provisions; Providing for Codification; Repealing All Ordinances in Conflict Herewith and Providing an Effective Date.
(Requested by Kurt Swartzlander, Finance)
- 2. Towing Agreement Award
(Requested by Kurt Swartzlander, Finance)

3. 1103 State Avenue Variance: The Applicant and Property Owner is Seeking a Variance of 250 Feet from the 250-Foot Setback Defining a Block Adjacent to LPGA Boulevard to Allow Establishment of an Automotive Repair Use.

(Requested by Thomas Harowski, Board of Planning and Appeals)

4. Riviera Estates Access Standards Discussion and Action on Development Standards for the Riviera Estates Unrecorded Subdivision.

(Requested by Thomas Harowski, Board of Planning and Appeals)

5. 919 Newcastle Variance Request: The Applicant is Requesting a Variance of 12 Feet One Inch from the Required 25-Foot Front Yard Setback and a Variance of 12 Feet Three Inches from the Required 30-Foot Rear Yard Setback to Permit Construction of a One-Car Garage.

(Requested by Thomas Harowski, Board of Planning and Appeals)

7. 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.

8. COMMUNICATIONS

a. City Manager & Staff Comments

1. Movies in the Park

(Requested by Joseph Forte, City Manager)

2. Job Description - Economic Development Director / CRA Administrator and Class Plans

(Requested by Valerie Manning, City Clerk)

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

9. ADJOURNMENT

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

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



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



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

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



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

**City Commission
Agenda Item**

MEETING DATE: May 24, 2016
FROM: Valerie Manning
SUBJECT: Minutes - May 10, 2016 - Regular City Commission and CRA Meeting
NUMBER: (ID # 1337)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the May 10th Regular City Commission and CRA meeting.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve the minutes from May 10, 2016 as submitted.

COMMISSION GOAL:

N/A

MOTION:

AS DETERMINED BY THE CITY COMMISSION.

- Minutes - May 10, 2016 - Regular CC and CRA meeting (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • MAY 10, 2016

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

Commissioner Albert made a motion to **EXCUSE** Mayor Penny from the City Commission meeting, seconded by Commissioner Byrnes.

PASSED, 4-0.

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

B. Invocation

Commissioner Albert led the invocation.

C. Pledge of Allegiance to the Flag

Vice-Mayor Currie led the Pledge of Allegiance to the Flag.

2. PRESENTATION - NONE

None.

3. RECESS THE REGULAR CC MEETING & CONVENE AS THE CRA

4. CRA AGENDA ITEM

1. Overhead to Underground - Purchase of Materials

1.

Overhead to Underground - Purchase of Materials from FPL, East Side (13ST03)

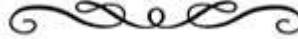
(Requested by Mark Juliano, Public Works)

Vice-Mayor Currie opened public participation. No one spoke.

Attachment: Minutes - May 10, 2016 - Regular CC and CRA meeting (1337 : Minutes)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Arthur J. Byrnes, District 1 - Commissioner
SECONDER:	John F. Capers, District 3 - Commissioner
AYES:	Byrnes, Currie, Capers, Albert
ABSENT:	Penny

Enacted and approved this 10th day of May, 2016, in Holly Hill



5. **ADJOURN AS THE CRA & RECONVENE THE REGULAR CC MTG**

6. **PUBLIC COMMENTS**

Vice-Mayor Currie opened public comments. No one spoke.

7. **APPROVAL OF MINUTES**

1.

Minutes - April 26, 2016 - Regular City Commission Meeting

(Requested by Valerie Manning, City Clerk)

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

Enacted and approved this 10th day of May, 2016, in Holly Hill



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

Vice-Mayor Currie asked if any member from the audience would like to discuss any item on the agenda and if any member of the Commission would like to pull an item to further discuss it. No one spoke or pulled an item from the Consent Agenda.

1. Resolution

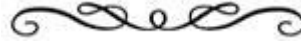
Recommendation for Award for the Rehabilitation of Lift Station 16 and Lift Station 14 Force Main - Resolution 2016-R-17

(Requested by Mark Juliano, Public Works)

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

RESOLUTION

Enacted and approved this 10th day of May, 2016, in Holly Hill



2. Resolution

Recommendation for Award for Lift Station #12 Rehabilitation - Resolution 2016-R-18
(Requested by Mark Juliano, Public Works)

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

RESOLUTION

Enacted and approved this 10th day of May, 2016, in Holly Hill



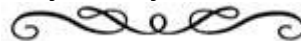
3. Resolution

FY 2016/2017 CDBG Project - Resolution 2016-R-20
(Requested by Mark Juliano, Public Works)

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

RESOLUTION

Enacted and approved this 10th day of May, 2016, in Holly Hill



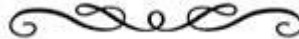
4.

WM Pricing

(Requested by Kurt Swartzlander, Finance)

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

Enacted and approved this 10th day of May, 2016, in Holly Hill



9. REGULAR AGENDA

1. Resolution

Accepting Public Improvements in Ray Beltrami Avenue - Resolution 2016-R-19

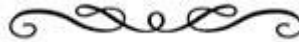
(Requested by Thomas Harowski, Board of Planning and Appeals)

Vice-Mayor Currie opened public participation. No one spoke.

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

RESOLUTION

Enacted and approved this 10th day of May, 2016, in Holly Hill



2. **Motion:** Item #1324 - Overhead to Underground - Purchase of Materials from FPL, East Side

Commissioner Byrnes asked Mr. Forte if he could give them a time line on the project.

Mr. Forte stated not down to any specific details, right now the secondaries are being done from Mason Avenue through LPGA Blvd., and what they are doing, for the most part, they are hand-trenching to connect the pipes then they will come through and pull the wires and then shortly after that make a connection to each of the meter box structures then they will go up the pole to wait until the primaries get done. That secondary process will probably run from now through the end of August, somewhere in that neighborhood, once that's complete then the city will negotiate the contract with FPL to do the undergrounding on the north/south in the easements along Ridgewood Avenue. They will

run primary lines off the main poles and then down then they will make the connections to those and that will take about a year and a half's time frame.

Commissioner Byrnes asked when will the first businesses be getting power through those.

Mr. Forte stated once these materials are purchased, they will start to put those items in. They are kind of cherry picking the projects by doing the easiest ones to get out and the more complicated ones later but as soon as the conduit is in and the wires are pulled then they will coordinate with the business property owner to then make the connection and that connection doesn't take a whole lot of time but it will put a business out of power for a couple of hours while they make the connection to the meter and then make the connection on the pole.

Commissioner Byrnes stated, okay. That was his concern. Some folks were wondering.

Mr. Forte stated its coordinated well in advance that if a business owner or a restaurant for example, if they need to do it in the early morning hours or late evening hours then they will schedule it accordingly.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Arthur J. Byrnes, District 1 - Commissioner
SECONDER:	John F. Capers, District 3 - Commissioner
AYES:	Byrnes, Currie, Capers, Albert
ABSENT:	Penny

10. PUBLIC HEARINGS

None.

11. COMMUNICATIONS

a. City Manager & Staff Comments

Mr. Forte stated on May 30th, Memorial Day the Veteran's will be having their memorial service at the Box Car in front of City Hall at 9:00 AM.

b. City Attorney Comments

None.

c. Mayor's Comments

Vice-Mayor Currie stated

d. District Commissioners Comments

Commissioners Byrnes, Capers, Albert and Vice-Mayor Currie all enjoyed the Food Trucks out front of City Hall tonight. Great idea; outstanding, good turnout, good food and look forward to continuing it, especially on Commission meeting nights.

Commissioner Albert recognized and commended the young man from Atlantic High School who was sitting in on the meeting tonight to learn more about local government.

12. ADJOURNMENT

The meeting adjourned at approximately 7:15 pm.



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

**City Commission
Resolution**

MEETING DATE: May 24, 2016
FROM: Mark Juliano
SUBJECT: Award and Authorize the City Manager to Execute a Contract with MCG Services for the Installation of a Multi-Use Path at the 7Th Street Park for the Bid Price of \$38,320.00 - Resolution 2016-R-21
NUMBER: (ID # 1342)
APPLICANT:
PLANNER:

DISCUSSION:

The 7th Street Neighborhood Park is located at the corner of 7th Street and Center Avenue. The park site was purchased by the City in 2002 as part of a program to provide stormwater management facilities. Subsequently a retention pond was developed on the parcel and a fountain was placed in the pond to provide some aesthetic benefit and to help maintain water quality. The site is largely cleared of underbrush and planted with grass which is regularly mowed by the City. A number of mature oak, pine and palm trees have been maintained on the site and provide some areas of shade. The site is connected to the surrounding neighborhoods by a sidewalk network along Center Avenue that connects with cross streets to the north and south.

This contract will install a 6-foot wide walking path that will extend from Center Avenue at the southwest corner of the park and loop around the lake. The walkway will add about 0.3 miles of concrete trail to the City's sidewalk network to provide expanded exercise opportunities. The placement of this walkway in a park setting associated with other recreation options should increase usage for people seeking exercise opportunities.

The City received five (5) bids for installation of the walkway and the low responsive/responsible bidder is MCG Services. The bid amount is \$38,320.00.

FISCAL ANALYSIS:

The City obtained a FRDAP grant in the amount of \$50,000 towards the improvement at this park. The City budgeted an additional \$10,000. This will leave \$21,680 for purchase of playground and picnic table equipment.

This project is fully funded in account 001-4172-572.65-00.

STAFF RECOMMENDATION:

Award and authorize the City Manager to execute a contract with MCG Services for the installation of a multi-use path at the 7th Street Park for the bid price of \$38,320.00.

COMMISSION GOAL:

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

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.

Goal #5: Promote a small town city “branding” that focuses on the city’s accessible staff and interactive use of technologies (i.e. city website), the city’s business friendly approach to attract and retain business, and the city’s available open space, parks, and waterfront amenities that enhance the quality of life for citizens

MOTION:

APPROVE RESOLUTION 2016-R-21, AWARDING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH MCG SERVICES FOR THE INSTALLATION OF A MULTI-USE PATH AT THE 7TH STREET PARK; FOR THE BID PRICE OF \$38,320.00.

ATTACHMENTS:

- Bid Docs (PDF)
- 7th Street Park Sidewalk Bids Received (PDF)

Resolution No. (ID # 1342)**AWARD AND AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT WITH MCG SERVICES FOR THE INSTALLATION OF A MULTI-USE PATH AT THE 7TH STREET PARK FOR THE BID PRICE OF \$38,320.00 - RESOLUTION 2016-R-21****RESOLUTION NO. 2016-R-21**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH MCG SERVICES FOR THE INSTALLATION OF A MULTI-USE PATH AT THE 7TH STREET PARK; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The 7th Street Neighborhood Park is located at the corner of 7th Street and Center Avenue; and

WHEREAS, the City wishes to install a 6-foot wide walking path that will extend from Center Avenue at the southwest corner of the park and loop around the lake; and

WHEREAS, the placement of this walkway is part of an overall project that includes a playground and picnic areas associated with other recreation options that should increase usage for people seeking exercise opportunities; and

WHEREAS, The City obtained a FRDAP grant in the amount of \$50,000 towards the improvement at this park. The City budgeted an additional \$10,000. This will leave \$21,680 for purchase of playground and picnic table equipment; and

WHEREAS, as low bidder, MCG Services has submitted a bid of \$38,320.00 to the City of Holly Hill to install a 6-foot wide walking path that will extend from Center Avenue at the southwest corner of the park and loop around the lake; and

WHEREAS, City staff have evaluated and find the proposal for the installation of a multi-use path at the 7th Street Park to be acceptable; and

WHEREAS, City staff requests the City Commission to authorize the City Manager to award and execute a contract with MCG Services.

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

SECTION 1. Authorize the City Manager to award and execute a contract with MCG Services for the installation of a multi-use path at the 7th Street Park; for the bid price of \$38,320.00.

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

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Commission.

APPROVED AND AUTHENTICATED on this 24th day of MAY, 2016.



~2015 Fence Replacement~

SUBMIT BIDS TO: City of Holly Hill 1065 Ridgewood Avenue Holly Hill, FL 32117 Attn.: CITY CLERK		REQUEST FOR PROPOSALS	
Contact: Walt Smyser Deputy Public Works Director 386-248-9463 - Phone 386-248-9499 - Fax wsmysr@hollyhillfl.org		Bid # 16BG06 7th Street Neighborhood Park Improvements Multi-Use Path	
Bid Due Date: May 12, 2016 Bid Due Time: 2:00 PM		Location of Public Opening: City of Holly Hill City Hall Room 227, Large Conference Room 1065 Ridgewood Avenue Holly Hill, FL 32117	
Bidder's Name: <i>MCG Services</i>		Federal Employer ID Number or SS Number: <i>38-3931198</i>	
Mailing Address: <i>1709 Arash Circle</i>		If returning as a "No Submittal", state reason (if so, return only this page):	
City, State, Zip: <i>Port Orange, FL 32128</i>			
Type of Entity: (Circle one) ☒ Corporation ☐ Partnership/Joint Venture ☐ Proprietorship ☐ Limited Liability Company Other:		X <i>[Signature]</i> Authorized Signature (Manual)	
Incorporated in the State of: <i>FL</i>			
Telephone Number: <i>407-476-4476</i>		Typed Name: <i>Jonathan Kephart</i>	
Toll Free Telephone Number: (800) <i>NA</i>		Title: <i>Managing partner</i>	
Fax Number: <i>407-442-0485</i>		Date: <i>5/10/16</i>	

THIS FORM MUST BE COMPLETED AND RETURNED AS THE COVER SHEET OF YOU BID

The BIDDER is expected to completely analyze the information contained in these Bid Documents. It is the bidder's sole responsibility to ensure understanding of the proposed work requirements.

CONTRACT SUM

PROJECT: 7th Street Neighborhood Park Improvements Multi-Use Path

Name of Bidder: MCG Services
 Mailing Address: 1709 Arash Circle
 Street Address: _____
 CITY/State/Zip: Port Orange, FL 32128
 Phone Number: (407) 476-4476
 FAX Number: (407) 442-0485

ALL PRICES F.O.B. HOLLY HILL

Pursuant to and in compliance with the Invitation To Bid, Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized themselves with the terms of the Contract Documents, local conditions affecting the performance of the work, and the cost of the work at the places where the work is to be done, hereby proposes and agrees to deliver materials/services in a workmanlike manner and in strict conformity with Contract Documents, including Addenda Nos. 1 through 2, on file at the City Clerk's Office for the amount hereinafter set forth.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute an Agreement with the City in the form set forth in the Contract Documents; that he/she will furnish the required Insurance Certificates.

Item No.	Description	Qty.	Unit	Unit Cost	Total
7th Street Neighborhood Park Improvements Multi-Use Path :					
1.	furnishing of all material, equipment and labor required for the formwork for construction of approximately 1500 feet of six-foot wide walking path that will extend from Center Avenue at the southwest corner of the park and loop around the lake.	1	LS	\$ 32,470.00	\$ 32,470.00
2.	ADA Visual/Tactile Pads	2	EA	\$ 75.00	\$ 150.00
3.	As-Builts	380	LF	\$ 15.00	\$ 5700.00
TOTAL BID:					\$ 38,320.00

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 10 day of May, 2016.

MCG Services
 (Name of PROPOSER)

[Signature]
 (Signature of person signing FORM)

Jonathan Kephart
 (Printed name of person signing FORM)

managing partner
 (Title of person signing FORM)

Sworn to and subscribed before me

This 11 day of MAY

2016

[Signature]

Signature of Notary (& Stamp)

Notary Public, State of

Florida

Personally Known _____ or

Produced Identification FL DL

(type of identification)



**ATTACHMENT A
CONFLICT OF INTEREST STATEMENT**

Before me, the undersigned authority, personally appeared Jonathan Kephart, who was duly sworn, deposes, and states:

1. I am the managing partner of MCG Services with a local office in Port Orange and principal office in Orlando.
2. The above named entity is submitting an Expression of Interest for the City of Holly Hill project described as Bid #15BG03: 2015 Fence Replacement - Public Works Compound. #16BG06 7th St. Neighborhood park, multi use path.
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting Qualifications for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of Holly Hill.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of Holly Hill.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify City of Holly Hill in writing.

DATED this 11 day of MAY, 20 16.

MCG Services
(Name of PROPOSER)

[Signature]
(Signature of person signing FORM)

Jonathan Kephart
(Printed name of person signing FORM)

managing partner
(Title of person signing FORM)

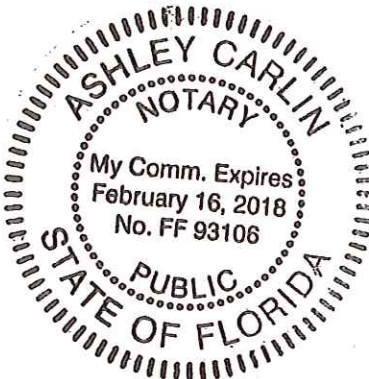
Sworn to and subscribed before me

This 11 day of MAY, 20 16

[Signature]
Signature of Notary (& Stamp)

Notary Public, State of Florida

Personally Known or
Produced Identification FL DL
(type of identification)



**ATTACHMENT B
COMPLIANCE WITH THE PUBLIC RECORDS LAW**

Upon award recommendation or ten (10) days after receiving, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a Qualification authorizes release of your firm's credit data to City of Holly Hill.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/Qualification package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the City in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the City in the event we are forced to litigate the public records status of the company's documents.

DATED this 11 day of May, 2016.

MCG Services
(Name of PROPOSER)

(Signature of person signing FORM)

Jonathan Kephart
(Printed name of person signing FORM)

Managing partner
(Title of person signing FORM)

Sworn to and subscribed before me

This 11 day of May

2016

Signature of Notary (& Stamp)

Notary Public, State of

Personally Known _____ or

Produced Identification FDL
(type of identification)



**ATTACHMENT C
PROPOSER'S CERTIFICATION**

I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Bid Document.

I hereby propose to furnish the goods or services specified in the Bid at the prices, rates or discounts quoted in my bid. I agree that my Bid will remain firm for a period of up to one hundred twenty (120) days in order to allow the City adequate time to evaluate the bids.

I agree to abide by all conditions of this bid and understand that a background investigation may be conducted by the City of Holly Hill prior to award.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this Bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of Holly Hill Government or of any other Bidder interested in said proposal; and that the undersigned executed this Bidders's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

DATED this 11 day of MAY, 2016.

MCG Services
(Name of PROPOSER)

[Signature]
(Signature of person signing FORM)

Jonathan Kephart
(Printed name of person signing FORM)

managing partner
(Title of person signing FORM)

Sworn to and subscribed before me

This 11 day of MAY, 2016.

[Signature]
Signature of Notary (& Stamp)

Notary Public, State of Florida

Personally Known _____ or

Produced Identification FDL
(type of identification)



**ATTACHMENT D
DRUG-FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida statute 287.087 hereby certifies that
MCG Services does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Qualification, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

DATED this 11 day of MAY, 2016.

MCG Services
(Name of PROPOSER)

[Signature]
(Signature of person signing FORM)

Jonathan Kephart
(Printed name of person signing FORM)

managing partner
(Title of person signing FORM)

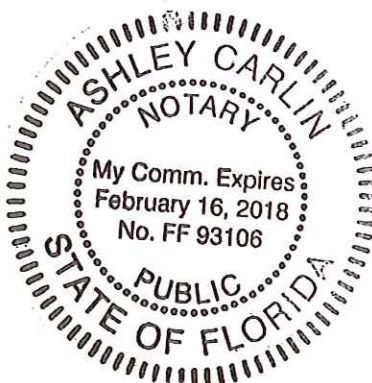
Sworn to and subscribed before me

This 11 day of MAY
2016

[Signature]
Signature of Notary (& Stamp)

Notary Public, State of Florida

Personally Known _____ or
Produced Identification FLDL
(type of identification)



**ATTACHMENT E
AMERICANS WITH DISABILITIES ACT
AFFIDAVIT**

The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding CITY.

The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the CITY be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the CITY, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

DATED this 11 day of MAY, 20 16.

MCG Services

(Name of PROPOSER)

[Signature]
(Signature of person signing FORM)

Jonathan Kephart
(Printed name of person signing FORM)

Managing Partner
(Title of person signing FORM)

Sworn to and subscribed before me

This 11 day of MAY

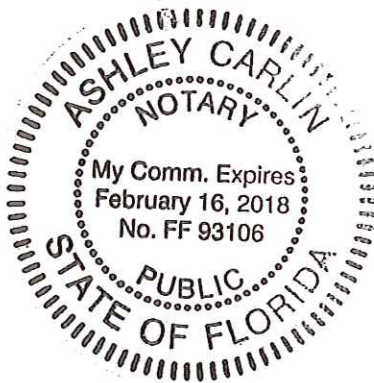
20 16

[Signature]

Signature of Notary (& Stamp)

Notary Public, State of Florida

Personally Known or
Produced Identification [Signature]
(type of identification)



ATTACHMENT F
Request for Taxpayer Identification Number and Certification
(W-9 Form)

W-9 Form (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
Name (as shown on your income tax return) Business name, if different from above MCG Services		
Check appropriate box ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☒ Limited liability company. Enter the tax classification (Disregarded entity, Corporation, Partnership) C ☐ Exempt ☐ Other (see instructions) ▶		
Address (number, street, and apt. or suite no.) 1709 Arash Circle		
City, state, and ZIP code Port Orange, FL 32128		
List account number(s) here (optional)		
Part I Taxpayer Identification Number (TIN)		
Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.		
Social security number 		OR Employer identification number 38-3931198
Part II Certification		
Under penalties of perjury, I certify that:		
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below).		
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign this Certification, but you must provide your correct TIN. See the instructions on page 4.		
Sign Here Signature of U.S. person ▶	Date ▶ 5-11-16	
General Instructions Section references are to the Internal Revenue Code unless otherwise noted.		
Purpose of Form A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.		
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:		
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.		
Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.		
Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:		
• An individual who is a U.S. citizen or U.S. resident alien, • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, • An estate (other than a foreign estate), or • A domestic trust (as defined in Regulations section 301.7701-7).		
Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.		
The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:		
• The U.S. owner of a disregarded entity and not the entity,		

Cat. No. 10231X

Form W-9 (Rev. 10-2007)

ATTACHMENT G REFERENCES

Proposer shall provide a minimum of three references, for which they are currently providing this type of service/commodity within the State of Florida.

1. Company Name City of Ormond Beach - ADA Sports Complex
 Contact Name and Title Paul McDonald - purchasing
 Address 22 S. Beach St. Ormond Beach FL
 Phone Number 386-676-3200 FAX Number _____
 Duration of Contract or business relationship 1-1-16 to 3-15-16 (\$239,000⁰⁰)
Clearing, grading, sodding, fencing 5' and 10' sidewalk
4" to 6" thick
2. Company Name Seminole County - Forest City Sidewalk
 Contact Name and Title Robert Bradley - purchasing
 Address 1301 E. Second St. Sanford FL 32771
 Phone Number 407-665-7113 FAX Number _____
 Duration of Contract or business relationship 2-1-16 to 5-20-16 (\$195,431⁶⁵)
4" and 6" sidewalks and driveway concrete curb and
gutter, sodding, striping, excavation, handrails
3. Company Name City of Winter Springs
 Contact Name and Title Bryant Smith
 Address 1126 E. State rd. Winter Springs FL 32708
 Phone Number 407-327-1800 FAX Number _____
 Duration of Contract or business relationship 9-15-15 - 5/16 (\$1,316,569⁴⁰)
Concrete curbs and sidewalks, F curb, D curb,
miami curb, 4" and 6" sidewalks, irrigation repairs

ATTACHMENT H IDENTICAL TIE PROPOSALS

In accordance with Section 287.087, Florida State Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality, and service, are received by the State or any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that has completed a drug-free workplace program shall be given preference in the award process.

Established procedure for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.

2) Inform employees about the dangers of drug abuse in the workplace the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement

4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Florida Statutes or of any controlled substance law(s) of the United States or any state five (5) days after such conviction or plea.

5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, any employee who is so convicted.

6) Make a good-faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

DATED this 11 day of May, 2016.

MCG Services

(Name of PROPOSER)

[Signature]

(Signature of person signing FORM)

Sonathan Kephart

(Printed name of person signing FORM)

Managing partner

(Title of person signing FORM)

Sworn to and subscribed before me

This 11 day of May

2016.

[Signature]

Signature of Notary (& Stamp)

Notary Public, State of Florida

Personally Known [initials] or

Produced Identification FDI

(type of identification)



**ATTACHMENT I
PUBLIC ENTITY CRIME SWORN STATEMENT (FORM PUR 7068)**

**SWORN STATEMENT UNDER SECTION 287.133(3)(A),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL
AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to City of Holly Hill
[print name of public entity]
by Jonathan Kephart, managing partner
[print individual's name and title]
for MCG Services
[print name of entity submitting sworn statement]

whose business address is:

1709 Arash Circle
Port Orange, FL 32128

and (if applicable) its Federal Employer Identification Number (FEIN) is 38-3931198
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Form PUR 7068

ATTACHMENT J
SUMMARY OF LITIGATION AND LICENSE SANCTIONS

(IF NOT APPLICABLE, PLEASE STATE SO):

N/A

AUTHORIZED SIGNATURE

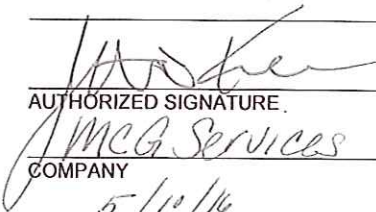
COMPANY

DATE

ATTACHMENT K
LIST OF SUBCONTRACTORS

(IF NOT APPLICABLE, PLEASE STATE SO):

L & S Surveyors - 405 Laker Howell Rd Ste 1001 Maitland FL 32751


AUTHORIZED SIGNATUREMCG Services
COMPANY5/10/14
DATE

**ATTACHMENT L
LOCAL BIDDER PREFERENCE**

CITY OF HOLLY HILL

**AFFIDAVIT OF ELIGIBILITY
COUNTY BUSINESS**

All areas of this form are required to be completed. Incomplete forms may be rejected.

- LEGAL NAME OF BUSINESS: MCG Services
Physical Address: 1709 Avash Circle
Port Orange, FL 32128
Mailing Address (if different) _____
- Year your business was established in the City of permanent address: 2014
- Business Tax Receipt Number Issued by the City of permanent address
BTR Number: 16-00024007 Date Issued: 12-9-15
- Please provide a brief description of the nature of your business and how it relates to the community.
General Contractor and Underground Utilities Contractor

The undersigned states that the foregoing statements are true and correct. The City of Holly Hill reserves the right to verify all information submitted as part of this affidavit. The undersigned acknowledges that the application of Local Bidder Preference is subject to Section 30-78, Code of Ordinances.

By: _____

Signature

Name, Typed or Printed

Title, Typed or Printed

Mailing Address

City, State, Zip Code

Telephone Number

Sworn to and subscribed before me

This 11 day of May

2016

Signature of Notary (& Stamp)

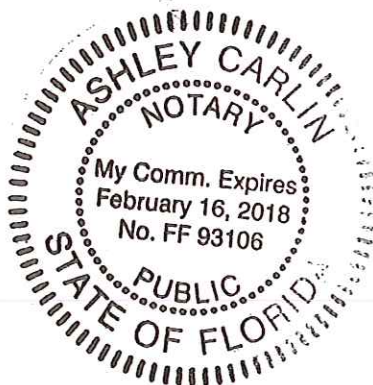
Notary Public, State of

Personally Known _____ or

Produced Identification ADL

(type of identification)

0300 - 16



2016 City of Port Orange Business Tax Receipt



MCG SERVICES, LLC
1709 ARASH CIR

PORT ORANGE FL 32128

ISSUE DATE: December 09, 2015

EXPIRATION DATE: September 30, 2016

OWNER NAME:

BUSINESS ADDRESS: 1709 ARASH CIR

BUSINESS TAX NUMBER: 16-00024007

CLASSIFICATION: CONTRACTOR-BUILDING HOME BASED

COMMENTS: GENERAL AND BUILDING CONTRACTOR

STATE LICENSE NUMBER: CUC1225194 08/31/16
(If Applicable)

TOTAL PAID: \$120.00

RESTRICTIONS: ***OFFICE-BASED ONLY***

This receipt represents a business tax only. It is not a competency card and is not meant to be a certificate of the holder's ability to perform the service in which he or she is licensed. The issuance of this business tax does not constitute a permit to act in violation of any city codes, regulations or ordinances.

The renewal period for Business Taxes starts July 1st and runs through September 30th. We mail the Local Business Tax renewals in July as a courtesy reminder to allow time for processing payments, printing, and mailing renewed Receipts. It is the receipt holder's responsibility to renew before the expiration date to avoid penalties.

Should a business fail to pay their business tax before January 31st, the City will enforce payment of the tax with an additional \$250.00 fee as stated in Florida Statute 205.053(3): provides any business owner who does not pay the required business tax within 150 days after the initial notice of tax due, and who does not obtain the required Receipt is subject to civil actions and penalties, including court costs, reasonable attorney's fees, additional administrative costs incurred as a result of collection efforts and an additional penalty of up to \$250.00.

2015/ 2016

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 - 386-736-5938



Receipt # 201504060007 Expires: September 30, 2016
Business Location: 1709 ARASH CIR

Business Name: MCG SERVICES LLC
Owner Name: JONATHAN KEPHART
Mailing Address: 1709 ARASH CIR
PORT ORANGE, FL 32128

BUSINESS TYPE	CODE	COUNT	TAX
General Contractor Class A	301C	4	\$18.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

**THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE
POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

Volusia County Business Tax Receipt

Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 - 386-736-5938

DATE PAID: 09/08/2015

PAYMENT Lockbox-14-00092227
RECEIPT #:

Business Name: MCG SERVICES LLC
Owner Name: JONATHAN KEPHART
Mailing Address: 1709 ARASH CIR
PORT ORANGE, FL 32128

TOTAL TAX: 18.00

PENALTY: 0.00

TOTAL PAID: 18.00

Receipt # 201504060007 Expires: September 30, 2016
Business Location: 1709 ARASH CIR

PLEASE DETACH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS

MCG SERVICES, LLC
Contracts Currently Under Construction

05/03/16-08/31/16	Seminole County Ashley Hanna 1301 E. Second St Sanford, FL 32711 407-665-7114	\$457,380.48	Spring Lake Elementary School Sidewalk 4" and 6" concrete sidewalks, curb, & gutter, handrail, sodding asphalt, excavation, striping, clearing, embankment
02/01/16-05/02/16	Seminole County Robert Bradley 1301 E. Second St. Sanford, FL 32771 407-665-7113	\$195,431.65	Forest City Elementary Sidewalk project 4" & 6" concrete sidewalks, and driveway, concrete curb and gutter, sodding, striping, excavation, asphalt handrails
09/15/15-05/30/16	City of Winter Springs Bryant Smith 1126 E. State Rd Winter Springs, FL 32708 407-327-1800	\$316,569.60	Concrete Curbs and Sidewalks "F" curb, "D" Curb, & Miami curb 4" and 6" concrete sidewalks Irrigation repairs
09/20/15-09/30/18	City of Titusville Jesus Viero 555 S. Washington Ave. Titusville, FL 32796 321-567-3733	\$50,000.00	Annual Concrete Street Repairs maintenance contract 9"-12" thick concrete intersection with decorative top
10/01/15-04/31/16	City of Deland David Santiago 1102 S. Garfield Ave. Deland, FL 32724 386-626-7196	\$ 120,486.00	Chisholm Center Asphalt parking lot, Storm drainage, dumpster enclosure Basketball court, curbs & Sidewalks, striping, sodding Special landscaping,

11/10/15-01/10/16	City of Port Orange Joseph Gomez 1000 City Center Circle Port Orange, FL, 32129 386-506-5704	\$246,402.00	Storm Pipe Replacement Mockingbird Drive @ Cypress Cove 15" storm drain, irrigation, tree removal, fencing, detwattering, 4"& 6" concrete sidewalks and driveway, base install, asphalt road, rip rap shoring, clearing asphalt
03/01/16-03/01/19	City of Titusville Jesus Viero 555 S. Washington Ave. Titusville, FL 32796 321-567-3733	\$150,000.00	3 Year annual concrete sidewalk repairs 4" and 6" sidewalks

MCG SERVICES, LLC
Contracts Completed

11/16/15-01/22/16	City of Ormond Beach Paul McDonald 22 S. Beach St Ormond Beach, FL 32714 386-676-3200	\$194,000.00	Nova Road Sidewalk clearing, grading, fencing, sodding, signage, 5' and 10' sidewalks 4" to 6" thick
01/01/16-03/15/16	City of Ormond Beach Paul McDonald 22 S. Beach St Ormond Beach, FL 32714 386-676-3200	\$239,000.00	ADA Sports Complex clearing, grading, fencing, sodding, 5" and 10' sidewalks 4" to 6" thick
10/01/15-12/01/16	City of Eustis Tracey Jeanes PO BOX 69 Eustis, FL 32727 352-483-5430	\$103,333.33	Waterline replacement @Hollywood, Suwanee, Coolidge 6" waterline, fencing, asphalt patch, base installation
09/01/15-11/01/15	City of Orlando Silvia Coste 400 S. Orange St Orlando, FL 32802 402-246-2291	\$119,424.00	Hankins Park Shelter 20x40 Metal Pavillion with walkway and foundation 4" sidewalk, irrigation repair, grading, sodding
06/08/15-09/01/15	City of Oviedo Dave Waller 400 Alexandria Blvd Oviedo, FL 32765 407-971-5651	\$119,721.00	Evans St. Sidewalk Improvements 4" and 6" Sidewalk, Signage, striping, Sodding grading

05/04/15-08/04/15	City of Ormond Beach Paul McDonald 22 S. Beach St. Ormond Beach, FL 32714	\$97,485.00	CDBG ADA Sports Complex Sidewalk Grading, Sodding, 4" and 6" ADA Sidewalk fencing, irrigation repairs
03/23/15-04/30/15	City of Port Orange Kenny HO, PE 1000 City Center Cir Port Orange, FL 32129 386-506-5500	\$63,276.00	Southwinds Sidewalk & Drainage Storm drainage, grading, sodding 4" ADA sidewalk, striping
04/06/15-05/01/15	City of Ormond Beach Alex Blake, PE 22 S. Beach St Ormond Beach, FL 32714 386-676-3200	\$58,740.00	Laurel Oaks Storm Water Ext project Guardrail maintenance, dewatering Storm drainage, grading, sodding headwall, Rip Rap Shoring
05/01/15-06/01/15	SOS Furniture 101 LaQuinta Way Orlando, FL 32835	\$35,000.00	Mattress 1 Sanford Towne Center Carpet, Wall, Roofing, Stucco, Painting False work, Structural Framing

		City of Holly Bid Opening	
		7 TH ST PARK MULTI-USE PATH	
		2:00 PM 12 MAY	
Bidder	Amount	Bid Bond	
1 WATKINS CO.	\$5,990.00	✓	
2 MCG SERRIES	\$8,320.00	xo not req	
3 MELLEN	\$41,705.80		
4 SHAWDON	\$8,840.00		
5 SPARKS CONCRETE	\$44,500.00		
6			
7			
8			
9			
10			

700324



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

**City Commission
Ordinance**

MEETING DATE: May 24, 2016
FROM: Kurt Swartzlander
SUBJECT: An Ordinance of the City of Holly Hill, Florida Amending Chapter 42, Pensions and Retirement; Article Iii, Firefighters' Pension; Division 1. Generally of the Code of Ordinances of the City of Holly Hill, Florida; Amending Section 42-61, Definitions by Amending the Definitions of "Actuarial Equivalent", "Credited Service", "Firefighter", "Salary" and "Spouse"; Amending Section 42-62, Membership, Amending Section 42-66, Benefit Amounts and Eligibility; Amending Section 42-68, Disability; Amending Section 42-70, Optional Forms of Benefits; Amending Section 42-75, Maximum Pension; Amending Section 42-87, Prior Fire Service; Amending Section 42-88 Deferred Retirement Option Plan; Adding Section 42-90, Supplemental Benefit Component for Special Benefits; Chapter 175 Share Accounts; Providing for Severability of Provisions; Providing for Codification; Repealing All Ordinances in Conflict Herewith and Providing an Effective Date.

NUMBER: (ID # 1345)
APPLICANT:
PLANNER:

DISCUSSION:

With the recent adoption by the Florida Legislature of Chapter 2015-39, Laws of Florida, and changes to the Internal Revenue Code (IRC) and its associated Regulations, as well as guidance from the Internal Revenue Service (IRS), the following amendments to the pension plan are proposed:

1. Section 42-61, Definitions, is being amended for IRC changes and requirements, to amend the definitions of:
 - a. Actuarial Equivalent - to amend the definition to incorporate the Mortality Table and interest rate currently being used by the plan's actuary
 - b. Credited Service - to clarify IRC regulations on leave conversions
 - c. Firefighter - to update a reference in Florida Statutes.

- d. Salary - to update the definition in accordance with Ch. 2011-216, Laws of Florida
- e. Spouse - To clarify the definition in accordance with a recent US Supreme Court ruling

2. Section 42-62, Membership, has been amended to limit those individuals eligible to opt-out of the system, to comply with recent IRC Treasury Regulation requirements.
3. Section 42-66, Benefit amounts and eligibility, is being amended to change the Normal Retirement Date to include IRC required language regarding Normal Retirement Age and Normal Retirement Date
4. Section 42-68, Disability, is being amended to more clearly identify those individuals who may be eligible to apply for a disability pension who have been terminated by the City due to medical reasons.
5. Section 42-70, Optional Forms of Benefits, subsection (b) has been amended to clarify that if proof of good health of a joint pensioner who is being replaced is not provided, the actuary will assume that the joint pensioner is deceased for purposes of calculating the revised benefit amount.
6. Section 42-75, Maximum Pension, has had several subsections amended to comply with IRC changes.
7. Section 42-87, Prior Fire Service, subsection (5), is being amended to correct a reference.
8. Section 42-88, Deferred Retirement Option Plan, is being amended in accordance with recent direction from the IRS in connection with the issuance of several recent Favorable Determination Letters to clarify investment returns on DROP accounts and add several sections clarifying the DROP provisions as required by the IRS.

We have also amended the provisions regarding when interest is calculated and paid, which will avoid a participant's forfeiture of interest accrued during the first or second month of the quarter should the member terminate DROP participation at the end of the first or second month of the quarter.

9. Section 42-90, Supplemental Benefit Component for Special Benefits; Chapter 175 Share Accounts, is a new Section being added to the plan. This Section creates a 'Share Plan', or defined contribution component, and the addition of a share plan is a requirement of recently adopted Chapter 2015-39, Laws of Florida, for all pension plans that are subject to the provisions of Chapters 175 and 185, Florida Statutes.

This Share Plan provides for a share account for each member of the plan. The Share Plan is to be funded solely and entirely by Chapter 175, Florida Statutes, premium tax monies for each plan year

that funding is made available to it in accordance with governing Florida Statutes and/or mutual agreement between the City and the Union. This supplemental benefit, therefore, may or may not be funded.

If the share plan is funded, at retirement, termination (vested), disability or death, there is an additional lump sum benefit paid to the eligible member. In this ordinance available share plan funding is allocated to the members' accounts based on a formula which provides an allocation based on years of credited service. Other allocation methods (i.e. equal allocation) could be considered if requested by the Union. Each share account receives its proportionate share of the income or loss on the assets in the plan.

FISCAL ANALYSIS: Based on the Actuarial impact analysis provided by Foster and Foster the plans will see a reduction in required contributions on the City's behalf

STAFF RECOMMENDATION: Adopt as proposed

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 Ordinance 2974 as proposed to amend the Fire Pension Plan.

ATTACHMENTS:

- Holly Hill Fire Actuarial Impact Statement (PDF)

Ordinance No. (ID # 1345)

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA AMENDING CHAPTER 42, PENSIONS AND RETIREMENT; ARTICLE III, FIREFIGHTERS' PENSION; DIVISION 1. GENERALLY OF THE CODE OF ORDINANCES OF THE CITY OF HOLLY HILL, FLORIDA; AMENDING SECTION 42-61, DEFINITIONS BY AMENDING THE DEFINITIONS OF "ACTUARIAL EQUIVALENT", "CREDITED SERVICE", "FIREFIGHTER", "SALARY" AND "SPOUSE"; AMENDING SECTION 42-62, MEMBERSHIP, AMENDING SECTION 42-66, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 42-68, DISABILITY; AMENDING SECTION 42-70, OPTIONAL FORMS OF BENEFITS; AMENDING SECTION 42-75, MAXIMUM PENSION; AMENDING SECTION 42-87, PRIOR FIRE SERVICE; AMENDING SECTION 42-88 DEFERRED RETIREMENT OPTION PLAN; ADDING SECTION 42-90, SUPPLEMENTAL BENEFIT COMPONENT FOR SPECIAL BENEFITS; CHAPTER 175 SHARE ACCOUNTS; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE NO. 2974

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 42, PENSIONS AND RETIREMENT; ARTICLE III, FIREFIGHTERS' PENSION; DIVISION 1. GENERALLY OF THE CODE OF ORDINANCES OF THE CITY OF HOLLY HILL, FLORIDA; AMENDING SECTION 42-61, DEFINITIONS BY AMENDING THE DEFINITIONS OF "ACTUARIAL EQUIVALENT", "CREDITED SERVICE", "FIREFIGHTER", "SALARY" AND "SPOUSE"; AMENDING SECTION 42-62, MEMBERSHIP, AMENDING SECTION 42-66, BENEFIT AMOUNTS AND ELIGIBILITY; AMENDING SECTION 42-68, DISABILITY; AMENDING SECTION 42-70, OPTIONAL FORMS OF BENEFITS; AMENDING SECTION 42-75, MAXIMUM PENSION; AMENDING SECTION 42-87, PRIOR FIRE SERVICE; AMENDING SECTION 42-88 DEFERRED RETIREMENT OPTION PLAN; ADDING SECTION 42-90, SUPPLEMENTAL BENEFIT COMPONENT FOR SPECIAL BENEFITS; CHAPTER 175 SHARE ACCOUNTS; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: That Chapter 42, Pensions and Retirement, Article III, Firefighters' Pension, Division 1, Generally, of the Code of Ordinances of the City of Holly Hill, Florida is amended by amending Section 42-61, Definitions by amending the definitions of *Actuarial Equivalent*, *Credited Service*, *Firefighter*, *Salary* and *Spouse*, to read as follows:

* * *

Actuarial equivalent means a benefit or amount of equal value, based upon the RP 2000 Combined Healthy Unisex Mortality Table and an interest rate ~~of seven and one-half percent (7.5%) per annum~~ equal to the investment return assumption set forth in the last actuarial valuation report approved by the board. This definition may only be amended by the city pursuant to the recommendation of the board using assumptions adopted by the board with the advice of the plan's actuary, such that actuarial assumptions are not subject to city discretion.

* * *

Credited service means the total number of years and fractional parts of years of service as a firefighter with member contributions, when required, omitting intervening years or fractional parts of years when such member was not employed by the city as a firefighter. A member may voluntarily leave his accumulated contributions in the fund for a period of five (5) years after leaving the employ of the Fire department pending the possibility of being reemployed as a firefighter, without losing credit for the time that he was a member of the system. If a vested member leaves the employ of the Fire department, his accumulated contributions will be returned only upon his written request. If a member who is not vested is not reemployed as a firefighter with the Fire department within five (5) years, his accumulated contributions, if one-thousand dollars (\$1,000.00) or less, shall be returned. If a Member who is not vested is not reemployed within five (5) years, his Accumulated Contributions, if more than one-thousand dollars (\$1,000.00), will be returned only upon the written request of the Member and upon completion of a written election to receive a cash lump sum or to rollover the lump sum amount on forms designated by the Board. Upon return of a member's accumulated contributions, all of his rights and benefits under the system are forfeited and terminated. Upon any reemployment, a firefighter shall not receive credit for the years and fractional parts of years of service for which he has withdrawn his accumulated contributions from the fund, unless the firefighter repays into the fund the contributions he has withdrawn, with interest, as determined by the board, within ninety (90) days after his reemployment.

The years or fractional parts of a year that a member performs "Qualified Military Service" consisting of voluntary or involuntary "service in the uniformed services" as defined in the Uniformed Services Employment and Reemployment Rights Act (USERRA) (P.L.103-353), after separation from employment as a firefighter with the city to perform training or service, shall be added to his years of credited service for all purposes, including vesting, provided that:

- (1) The member is entitled to reemployment under the provisions of USERRA.
- (2) The member returns to his employment as a firefighter within one (1) year from the earlier of the date of his military discharge or his release from active service, unless otherwise required by USERRA.
- (3) The maximum credit for military service pursuant to this paragraph shall be five (5) years.
- (4) This paragraph is intended to satisfy the minimum requirements of USERRA. To the extent that this paragraph does not meet the minimum standards of USERRA, as it may be amended from time to time, the minimum standards shall apply.

In the event a Member dies on or after January 1, 2007, while performing USERRA Qualified Military Service, the beneficiaries of the Member are entitled to any benefits (other than benefit accruals relating to the period of qualified military service) as if the Member had resumed employment and then died while employed.

Beginning January 1, 2009, to the extent required by section 414(u)(12) of the code, an individual receiving differential wage payments (as defined under section 3401(h)(2) of the code) from an employer shall be treated as employed by that employer, and the differential wage payment shall be treated as compensation for purposes of applying the limits on annual additions under section 415(c) of the code. This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

Leave conversions of unused accrued paid time off shall not be permitted to be applied toward the accrual of credited service either during each plan year of a member's employment with the city or in the plan year in which the member terminates employment.

Firefighter means an actively employed full-time person employed by the city, including his initial probationary employment period, who is certified as a firefighter as a condition of employment in accordance with the provisions of F.S. §633.35408, and whose duty it is to extinguish fires, to protect life and to protect property. The term includes all certified, supervisory, and command personnel whose duties include, in whole or in part, the supervision, training, guidance, and management responsibilities of full-time firefighters, part-time firefighters, or auxiliary firefighters but does not include part-time firefighters or auxiliary firefighters.

* * *

Salary means the total compensation for services rendered to the city as a firefighter reportable on the member's W-2 form plus all tax deferred, tax sheltered, or tax exempt items of income derived from elective employee payroll deductions or salary reductions, excluding sick leave incentive pay, retirement bonus, early retirement severance/incentive pay, severance pay, and group term life insurance imputed income. FLSA time does not count toward overtime limitation. For service earned on or after October 1, 2012, Salary shall not include more than three hundred (300) hours of overtime per calendar year. Provided however, in any event, payments for overtime in excess of three hundred (300) hours per year accrued as of October 1, 2012 and attributable to service earned prior to the October 1, 2012, may still be included in Salary for pension purposes even if the payment is not actually made until on or after October 1, 2012. In any event, with respect to unused sick leave and unused annual leave accrued prior to October 1, 2012, Salary will include the lesser of the amount of sick or annual leave time accrued on October 1, 2012 or the actual amount of sick or annual leave time for which the retiree receives payment at the time of retirement, regardless of whether the amount of sick or annual leave was, at some time prior to retirement, reduced below the amount on October 1, 2012. Compensation in excess of the limitations set forth in Section 401(a)(17) of the code as of the first day of the Plan Year shall be disregarded for any purpose, including employee contributions or any benefit calculations. The annual compensation of each member taken into account in determining benefits or employee contributions for any Plan Year beginning on or after January 1, 2002, may not exceed \$200,000, as adjusted for cost-of-living increases in accordance with Internal Revenue Code Section 401(a)(17)(B). Compensation means compensation during the fiscal year. The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. If the determination period consists of fewer than 12 months, the annual compensation limit is an amount equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12. If the compensation for any prior determination period is taken into account in determining a Member's contributions or benefits for the current Plan Year, the compensation for such prior determination period is subject to the applicable annual compensation limit in effect for that prior period.. The limitation on compensation for an "eligible employee" shall not be less than the amount which was allowed to be taken into account hereunder as in effect on July 1, 1993. "Eligible employee" is an individual who was a member before the first plan year beginning after December 31, 1995.

Spouse means the ~~lawful wife or husband of a member's~~ or retiree's spouse under applicable law at the time benefits become payable.

* * *

SECTION 2: That Chapter 42, Pensions and Retirement, Article III, Firefighters' Pension, Division 1, Generally, of the Code of Ordinances of the City of Holly Hill, Florida is amended by amending Section 42-62, Membership, to read as follows:

Sec. 42-62. Membership.

(a) *Conditions of eligibility.* All firefighters as of the effective date, and all future new firefighters, shall become members of this system as a condition of employment.

(b) *Opt out option.* Notwithstanding (a) above, the current chief of the fire department and current employees of the city who are selected to become chief of the fire department are not eligible for the opt-out provided for herein. ~~any future~~ A new employee who is hired as chief of the fire department may, upon employment as chief of the fire department, in the event he has elected to participate in another pension program, within the first ninety days of his employment as chief of the fire department, notify the board and the city, in writing, of his irrevocable election to not be a member of the system. In the event of any such election, he shall be barred from future membership in the system. Thereafter, contributions to the plan in accordance with section 42-65 shall not be required, he shall not be eligible to be elected as a member trustee on the board or vote for a member trustee, and he shall not be eligible for any other benefits from the plan.

SECTION 3: That Chapter 42, Pensions and Retirement, Article III, Firefighters' Pension, Division 1, Generally, of the Code of Ordinances of the City of Holly Hill, Florida is amended by amending Section 42-66, Benefit amounts and eligibility, subsection (a) *Normal retirement date*, to read as follows:

(a) *Normal retirement date.* A member's normal retirement date shall be the first day of the month coincident with, or next following the earlier of the attainment of age fifty (50) and the completion of six (6) years of credited service or the completion of twenty-five (25) years of credited service regardless of age. A member may retire on his normal retirement date or on the first day of any month thereafter, and each member shall become one hundred (100) percent vested in his accrued benefit on the member's normal retirement date. Normal retirement under the system is retirement from employment with the city on or after the normal retirement date or entry in the DROP.

(a) *Normal retirement age and date.* A member's normal retirement age is the earlier of the attainment of age fifty (50) and the completion of six (6) years of credited service or the completion of twenty-five (25) years of credited service regardless of age. Each member shall become one hundred percent (100%) vested in his accrued benefit at normal retirement age. A member's normal retirement date shall be the first day of the month coincident with or next following the date the member retires from the city after attaining normal retirement age. Normal retirement under the system is retirement from employment with the city on or after the normal retirement date or entry in the DROP.

* * *

SECTION 4: That Chapter 42, Pensions and Retirement, Article III, Firefighters' Pension, Division 1, Generally, of the Code of Ordinances of the City of Holly Hill, Florida is

amended by amending Section 42-68, Disability, subsection (a) *Disability benefits in-line of duty* and subsection (c) *Disability benefits not-in-line of duty*, to read as follows:

(a) *Disability benefits in-line of duty.* Any member who shall become totally and permanently disabled to the extent that he is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a firefighter, which disability was directly caused by the performance of his duty as a firefighter, shall, upon establishing the same to the satisfaction of the board, be entitled to a monthly pension equal to the member's accrued retirement benefit, but in any event the minimum amount paid to the member shall be forty-two (42) percent of the average final compensation of the member. Terminated persons, either vested or non-vested, are not eligible for disability benefits, ~~except that those terminated by the city for medical reasons may apply for a disability within thirty (30) days after termination.~~ Notwithstanding the previous sentence, if a member is terminated by the city for medical reasons, the terminated person may apply for a disability benefit if the application is filed with the board within thirty (30) days from the date of termination. If a timely application is received, it shall be processed and the terminated person shall be eligible to receive a disability benefit if the board otherwise determines that he is totally and permanently disabled as provided for above.

* * *

(c) *Disability benefits not-in-line of duty.* Any member with ten (10) years or more credited service who shall become totally and permanently disabled to the extent that he is unable, by reason of a medically determinable physical or mental impairment, to render useful and efficient service as a firefighter, which disability is not directly caused by the performance of his duties as a firefighter shall, upon establishing the same to the satisfaction of the board, be entitled to a monthly pension equal to the Member's accrued benefit. Terminated persons, either vested or non-vested, are not eligible for disability benefits, ~~except that those terminated by the city for medical reasons may apply for a disability within thirty (30) days after termination.~~ Notwithstanding the previous sentence, if a member is terminated by the city for medical reasons, the terminated person may apply for a disability benefit if the application is filed with the board within thirty (30) days from the date of termination. If a timely application is received, it shall be processed and the terminated person shall be eligible to receive a disability benefit if the board otherwise determines that he is totally and permanently disabled as provided for above.

* * *

SECTION 5: That Chapter 42, Pensions and Retirement, Article III, Firefighters' Pension, Division 1, Generally, of the Code of Ordinances of the City of Holly Hill, Florida is amended by amending Section 42-70, Optional forms of benefits, subsection (b), to read as follows:

* * *

(b) The member, upon electing any option of this section, will designate the joint pensioner (subsection (a)(2) above) or beneficiary (or beneficiaries) to receive the benefit, if any, payable under the system in the event of member's death, and will have the power to change such designation from time to time. Such designation will name a joint pensioner or one (1) or more primary beneficiaries where applicable. A member may change his beneficiary at any time. If a member has elected an option with a joint pensioner and member's retirement income benefits have commenced, member may thereafter change his designated beneficiary at any time, but may only change his joint pensioner twice. Subject to the restriction in the previous sentence, a member may substitute a new joint pensioner for a deceased joint pensioner. In the absence of proof of good health of the joint pensioner being replaced, the actuary will assume that the joint pensioner has deceased for purposes of calculating the new payment. In the absence of proof of

good health of the joint pensioner being replaced, the actuary will assume that the joint pensioner has deceased for purposes of calculating the new payment. In the absence of proof of good health of the joint pensioner being replaced, the actuary will assume that the joint pensioner has deceased for purposes of calculating the new payment.

* * *

SECTION 6: That Chapter 42, Pensions and Retirement, Article III, Firefighters' Pension, Division 1, Generally, of the Code of Ordinances of the City of Holly Hill, Florida is amended by amending Section 42-75, Maximum Pension, subsections (f) *Less than Ten (10) Years of Participation or Service*, (l)(2) and adding subsection (m) *Effect of Direct Rollover on 415(b) Limit*, to read as follows:

(f) *Less than Ten (10) Years of Participation-or-Service.* The maximum retirement benefits payable under this section to any member who has completed less than ten (10) years of ~~credited service with the City~~ participation shall be the amount determined under subsection (a) of this section multiplied by a fraction, the numerator of which is the number of the member's years of ~~credited service~~ participation and the denominator of which is ten (10). The reduction provided by this subsection cannot reduce the maximum benefit below 10% of the limit determined without regard to this subsection. The reduction provided for in this subsection shall not be applicable to pre-retirement disability benefits paid pursuant to section 42-68, or pre-retirement death benefits paid pursuant to section 42-67.

(l)(2) No member of the system shall be allowed to receive a retirement benefit or pension which is in part or in whole based upon any service with respect to which the member is already receiving, or will receive in the future, a retirement benefit or pension from a different employer's retirement system or plan. This restriction does not apply to social security benefits or federal benefits under Chapter ~~67~~1223, Title 10, U.S. Code.

(m) *Effect of Direct Rollover on 415(b) Limit.* If the plan accepts a direct rollover of an employee's or former employee's benefit from a defined contribution plan qualified under Code Section 401(a) which is maintained by the employer, any annuity resulting from the rollover amount that is determined using a more favorable actuarial basis than required under Code Section 417(e) shall be included in the annual benefit for purposes of the limit under Code Section 415(b).

SECTION 7: That Chapter 42, Pensions and Retirement, Article III, Firefighters' Pension, Division 1, Generally, of the Code of Ordinances of the City of Holly Hill, Florida is amended by amending Section 42-87, Prior fire service, subsection (5), to read as follows:

* * *

(5) In no event, however, may credited service be purchased pursuant to this section for prior service with any other municipal, county or special district fire department fire department, if such prior service forms or will form the basis of a retirement benefit or pension from a different employer's retirement system or plan as set forth in sec. 42-75, subsection (~~k~~ l)(2).

SECTION 8: That Chapter 42, Pensions and Retirement, Article III, Firefighters' Pension, Division 1, Generally, of the Code of Ordinances of the City of Holly Hill, Florida is amended by amending Section 42-88, Deferred Retirement Option Plan, to read as follows:

Sec. 42-88. Deferred Retirement Option Plan.

- (a) *Definitions.* As used in this section 42-88, the following definitions apply:
- (1) *"DROP"* -- The City of Holly Hill Deferred Retirement Option Plan.
 - (2) *"DROP account"* -- The account established for each DROP participant under subsection (c).
- (b) *Participation.*
- (1) *Eligibility to participate.* In lieu of terminating his employment as a Firefighter, any member who is eligible for normal retirement under the system may elect to defer receipt of such service retirement pension and to participate in the DROP.
 - (2) *Election to participate.* A member's election to participate in the DROP must be made in writing in a time and manner determined by the board and shall be effective on the first day of the first calendar month which is at least fifteen (15) business days after it is received by the board.
 - (3) *Period of participation.* A member who elects to participate in the DROP under subsection (b)(2), shall participate in the DROP for a period not to exceed sixty (60) months beginning at the time his election to participate in the DROP first becomes effective. An election to participate in the DROP shall constitute an irrevocable election to resign from the service of the city not later than the date provided for in the previous sentence. A member may participate only once.
 - (4) *Termination of participation.*
 - a. A member's participation in the DROP shall cease at the earlier of:
 1. the end of his permissible period of participation in the DROP as determined under subsection (b)(3); or
 2. termination of his employment as a Firefighter.
 - b. Upon the member's termination of participation in the DROP, pursuant to subsection 1 above, all amounts provided for in subsection (c)(2), including monthly benefits or interest, shall cease to be transferred from the system to his DROP account. Any amounts remaining in his DROP account shall be paid to him in accordance with the provisions of subsection (d) when he terminates his employment as a Firefighter.
 - c. A member who terminates his participation in the DROP under this subsection (b)(4) shall not be permitted to again become a participant in the DROP.
 - (5) *Effect of DROP participation on the system.*
 - a. A member's credited service and his accrued benefit under the system shall be determined on the date his election to participate in the DROP first becomes effective. For purposes of determining the accrued

benefit, the Member's Salary for the purposes of calculating his Average Final Compensation shall include an amount equal to any lump sum payments which would have been paid to the Member and included as Salary as defined herein, had the Member retired under normal retirement and not elected DROP participation. Member contributions attributable to any lump sums used in the benefit calculation and not actually received by the Member shall be deducted from the first payments to the Member's DROP Account. The member shall not accrue any additional credited service or any additional benefits under the system (except for any supplemental benefit payable to DROP participants or any additional benefits provided under any cost-of-living adjustment for retirees in the system) while he is a participant in the DROP. After a member commences participation, he shall not be permitted to again contribute to the system nor shall he be eligible for disability or pre-retirement death benefits, except as provided for in section 42-89.

b. No amounts shall be paid to a member from the system while the member is a participant in the DROP. Unless otherwise specified in the system, if a member's participation in the DROP is terminated other than by terminating his employment as a firefighter, no amounts shall be paid to him from the system until he terminates his employment as a firefighter. Unless otherwise specified in the system, amounts transferred from the system to the member's DROP account shall be paid directly to the member only on the termination of his employment as a Firefighter.

(c) *Funding.*

(1) *Establishment of DROP account.* A DROP account shall be established for each member participating in the DROP. A member's DROP account shall consist of amounts transferred to the DROP under subsection (c)(2), and interest on those amounts.

(2) *Transfers from retirement system.*

a. As of the first day of each month of a member's period of participation in the DROP, the monthly retirement benefit he would have received under the system had he terminated his employment as a Firefighter and elected to receive monthly benefit payments thereunder shall be transferred to his DROP account, except as otherwise provided for in subsection (b)(4)b. A member's period of participation in the DROP shall be determined in accordance with the provisions of subsections (b)(3) and (b)(4), but in no event shall it continue past the date he terminates his employment as a Firefighter.

b. Except as otherwise provided in subsection (b)(4)b., a member's DROP account under this subsection (c)(2) shall be credited ~~after each fiscal year quarter~~ with interest at an effective rate of six and one-half percent (6.5%) per annum compounded monthly determined on the last business day of the prior month's ending balance and credited to the member's DROP account as of such date (to be applicable to all current and future DROP participants).

c. A member's DROP account shall only be credited with interest and monthly benefits while the member is a participant in the DROP. A

member's final DROP account value for distribution to the member upon termination of participation in the DROP shall be the value of the account at the end of the ~~quarter~~ month immediately preceding termination of participation ~~date~~ plus any monthly periodic additions made to the DROP account subsequent to the end of the previous ~~quarter~~ month and prior to distribution. If a member fails to terminate employment after participating in the DROP for the permissible period of DROP participation, then beginning with the member's first month of employment following the last month of the permissible period of DROP participation, the member's DROP account will no longer be credited with interest, nor will monthly benefits be transferred to the DROP account. All such non-transferred amounts shall be forfeited and continue to be forfeited while the member is employed by the Fire Department, and no cost-of-living adjustments shall be applied to the member's credit during such period of continued employment. A member employed by the Fire Department after the permissible period of DROP participation will still not be eligible for pre-retirement death or disability benefits and will not accrue additional credited service, except as provided for in section 42-89.

(d) *Distribution of DROP accounts on termination of employment.*

(1) *Eligibility for benefits.* A member shall receive the balance in his DROP account in accordance with the provisions of this subsection (d) upon his termination of employment as a Firefighter. Except as provided in subsection (d)(5), no amounts shall be paid to a member from the DROP prior to his termination of employment as a Firefighter.

(2) *Form of distribution.*

a. Unless the member elects otherwise, distribution of his DROP account shall be made in a lump sum, subject to the direct rollover provisions set forth in subsection (d)(6). Elections under this paragraph shall be in writing and shall be made in such time or manner as the board shall determine.

b. Notwithstanding the preceding, if a member dies before his benefit is paid, his DROP account shall be paid to his beneficiary in such optional form as his beneficiary may select. If no beneficiary designation is made, the DROP account shall be distributed to the member's estate.

(3) *Date of payment of distribution.*

a. Except as otherwise provided in this subsection (d), distribution of a member's DROP account shall be made as soon as administratively practicable following the member's termination of employment.

b. In lieu of a distribution as described in paragraph a. above, a member may, in accordance with such procedures as the board shall prescribe, elect to have the distribution of his DROP account made as of the first day of any month coincident with or following his termination of employment as a Firefighter; provided, however, payments shall be made before the distribution date elected by the member to the extent necessary to comply with the provisions of subsections (d)(4) and (d)(6).

(4) *Proof of death and right of beneficiary or other person.* The board may

require and rely upon such proof of death and such evidence of the right of any beneficiary or other person to receive the value of a deceased member's DROP account as the board may deem proper and its determination of the right of that beneficiary or other person to receive payment shall be conclusive.

(5) *Distribution limitation.* Notwithstanding any other provision of subsection (d), all distributions from the DROP shall conform to the "Minimum Distribution Of Benefits" provisions as provided for herein.

(6) *Direct rollover of certain distributions.* This subsection applies to distributions made on or after January 1, 2002. Notwithstanding any provision of the DROP to the contrary, a distributee may elect to have any portion of an eligible rollover distribution paid in a direct rollover as otherwise provided under the system in section 42-84.

(e) *Administration of DROP.*

(1) *Board administers the DROP.* The general administration of the DROP, the responsibility for carrying out the provisions of the DROP and the responsibility of overseeing the investment of the DROP's assets shall be placed in the board. The members of the board may appoint from their number such subcommittees with such powers as they shall determine; may adopt such administrative procedures and regulations as they deem desirable for the conduct of their affairs; may authorize one or more of their number or any agent to execute or deliver any instrument or make any payment on their behalf; may retain counsel, employ agents and provide for such clerical, accounting, actuarial and consulting services as they may require in carrying out the provisions of the DROP; and may allocate among themselves or delegate to other persons all or such portion of their duties under the DROP, other than those granted to them as trustee under any trust agreement adopted for use in implementing the DROP, as they, in their sole discretion, shall decide. A trustee shall not vote on any question relating exclusively to himself.

(2) *Individual accounts, records and reports.* The board shall maintain records showing the operation and condition of the DROP, including records showing the individual balances in each member's DROP account, and the board shall keep in convenient form such data as may be necessary for the valuation of the assets and liabilities of the DROP. The board shall prepare and distribute to members participating in the DROP and other individuals or file with the appropriate governmental agencies, as the case may be, all necessary descriptions, reports, information returns, and data required to be distributed or filed for the DROP pursuant to the Code and any other applicable laws.

(3) *Establishment of rules.* Subject to the limitations of the DROP, the board from time to time shall establish rules for the administration of the DROP and the transaction of its business. The board shall have discretionary authority to construe and interpret the DROP (including but not limited to determination of an individual's eligibility for DROP participation, the right and amount of any benefit payable under the DROP and the date on which any individual ceases to be a participant in the DROP). The determination of the board as to the interpretation of the DROP or its determination of any disputed questions shall be conclusive and final to the extent permitted by applicable law.

(4) *Limitation of liability.*

a. The trustees shall not incur any liability individually or on behalf of any other individuals for any act or failure to act, made in good faith in relation to the DROP or the funds of the DROP.

b. Neither the board nor any trustee of the board shall be responsible for any reports furnished by any expert retained or employed by the board, but they shall be entitled to rely thereon as well as on certificates furnished by an accountant or an actuary, and on all opinions of counsel. The board shall be fully protected with respect to any action taken or suffered by it in good faith in reliance upon such expert, accountant, actuary or counsel, and all actions taken or suffered in such reliance shall be conclusive upon any person with any interest in the DROP.

(f) *General provisions.*

(1) The DROP is not a separate retirement plan. Instead, it is a program under which a member who is eligible for normal retirement under the system may elect to accrue future retirement benefits in the manner provided in this section 42-88 for the remainder of his employment, rather than in the normal manner provided under the plan. Upon termination of employment, a member is entitled to a lump sum distribution of his or her DROP account balance or may elect a rollover. The DROP account distribution is in addition to the member's monthly benefit.

(2) Notional account. The DROP account established for such a member is a notional account, used only for the purpose of calculation of the DROP distribution amount. It is not a separate account in the system. There is no change in the system's assets, and there is no distribution available to the member until the member's termination from the DROP. The member has no control over the investment of the DROP account.

(3) No employer discretion. The DROP benefit is determined pursuant to a specific formula which does not involve employer discretion.

(4) IRC limit. The DROP account distribution, along with other benefits payable from the system, is subject to limitation under Internal Revenue Code Section 415(b).

(4 5) Amendment of DROP. The DROP may be amended by an ordinance of the city at any time and from time to time, and retroactively if deemed necessary or appropriate, to amend in whole or in part any or all of the provisions of the DROP. However, except as otherwise provided by law, no amendment shall make it possible for any part of the DROP's funds to be used for, or diverted to, purposes other than for the exclusive benefit of persons entitled to benefits under the DROP. No amendment shall be made which has the effect of decreasing the balance of the DROP account of any member.

(2 6) Facility of payment. If a member or other person entitled to a benefit under the DROP is unable to care for his affairs because of illness or accident or is a minor, the board shall direct that any benefit due him shall be made only to a duly appointed legal representative. Any payment so made shall be a complete discharge of the liabilities of the DROP for that benefit.

(3 7) Information. Each member, beneficiary or other person entitled to a benefit, before any benefit shall be payable to him or on his account under the

DROP, shall file with the board the information that it shall require to establish his rights and benefits under the DROP.

(4 8) *Prevention of escheat.* If the board cannot ascertain the whereabouts of any person to whom a payment is due under the DROP, the board may, no earlier than three (3) years from the date such payment is due, mail a notice of such due and owing payment to the last known address of such person, as shown on the records of the board or the city. If such person has not made written claim therefor within three (3) months of the date of the mailing, the board may, if it so elects and upon receiving advice from counsel to the system, direct that such payment and all remaining payments otherwise due such person be canceled on the records of the system. Upon such cancellation, the system shall have no further liability therefor except that, in the event such person or his beneficiary later notifies the board of his whereabouts and requests the payment or payments due to him under the DROP, the amount so applied shall be paid to him in accordance with the provisions of the DROP.

(5 9) *Written elections, notification.*

a. Any elections, notifications or designations made by a member pursuant to the provisions of the DROP shall be made in writing and filed with the board in a time and manner determined by the board under rules uniformly applicable to all employees similarly situated. The board reserves the right to change from time to time the manner for making notifications, elections or designations by members under the DROP if it determines after due deliberation that such action is justified in that it improves the administration of the DROP. In the event of a conflict between the provisions for making an election, notification or designation set forth in the DROP and such new administrative procedures, those new administrative procedures shall prevail.

b. Each member or Retiree who has a DROP account shall be responsible for furnishing the board with his current address and any subsequent changes in his address. Any notice required to be given to a member or Retiree hereunder shall be deemed given if directed to him at the last such address given to the board and mailed by registered or certified United States mail. If any check mailed by registered or certified United States mail to such address is returned, mailing of checks will be suspended until such time as the member or Retiree notifies the board of his address.

(6 10) *Benefits not guaranteed.* All benefits payable to a member from the DROP shall be paid only from the assets of the member's DROP account and neither the city nor the board shall have any duty or liability to furnish the DROP with any funds, securities or other assets except to the extent required by any applicable law.

(7 11) *Construction.*

a. The DROP shall be construed, regulated and administered under the laws of Florida, except where other applicable law controls.

b. The titles and headings of the subsections in this section Sec. 42-88 are for convenience only. In the case of ambiguity or inconsistency, the text rather than the titles or headings shall control.

(8 12) *Forfeiture of retirement benefits.* Nothing in this section shall be construed to remove DROP participants from the application of any forfeiture provisions applicable to the system. DROP participants shall be subject to forfeiture of all retirement benefits, including DROP benefits.

(9 13) *Effect of DROP participation on employment.* Participation in the DROP is not a guarantee of employment and DROP participants shall be subject to the same employment standards and policies that are applicable to employees who are not DROP participants.

SECTION 9: That Chapter 42, Pensions and Retirement, Article III, Firefighters' Pension, Division 1, Generally, of the Code of Ordinances of the City of Holly Hill, Florida is amended by adding Section 42-90, Supplemental benefit component for special benefits; Chapter 175 share accounts, to read as follows:

Sec. 42-90. Supplemental benefit component for special benefits; Chapter 175 share accounts.

There is hereby established an additional plan component to provide special benefits in the form of a supplemental retirement, termination, death and disability benefits to be in addition to the benefits provided for in the previous Sections of this Plan, such benefit to be funded solely and entirely by F.S. Chapter 175, premium tax monies for each plan year which are allocated to this supplemental component as provided for in F.S. §175.351. Amounts allocated to this supplemental component ("Share Plan") shall be further allocated to the members and DROP participants in a manner to be agreed upon.

SECTION 10: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 11: If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 12: That this Ordinance shall become effective upon its adoption.

APPROVED AND AUTHENTICATED on this 24th day of MAY, 2016 for First Reading.



May 11, 2016

Via Mail & Email

William Kimmy, Chairman
City of Holly Hill
Firefighters' Pension Board
1020 Daytona Avenue
Holly Hill, FL 32117

Re: Firefighters' Pension Plan
Actuarial Impact Statement

Dear Bill:

Enclosed is the following material that has been prepared in support of the proposed benefit change:

1. Three (3) copies of the required Actuarial Impact Statement that outlines the impact associated with implementing the change.
2. Drafts of transmittal letters to the Bureau of Local Retirement Systems and the Bureau of Firefighters' Retirement Trust Funds.

It will be necessary for you to sign the Actuarial Impact Statement and forward the Impact Statement, along with a copy of the proposed Ordinance, to the two Bureaus prior to the final reading.

If you have any questions, please let me know.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Patrick T. Donlan'.

Patrick T. Donlan

PTD/lke

Enclosures

cc: Lee Dehner, Board Attorney

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
Post Office Box 9000
Tallahassee, FL 32315-9000

Re: Actuarial Impact Statement

Dear Mr. Brinkman:

The City of Holly Hill is considering the implementation of amended retirement benefits for its firefighters. The changes are described in the enclosed material.

Pursuant to Section 22D-1.04 of the Agency Rules, we are enclosing the required Actuarial Impact Statement, a copy of the Ordinance, and related material for your review.

If you have any questions or if additional information is needed, please contact us.

Sincerely,

Ms. Sarah Carr
Police Officers' and Firefighters' Retirement Trust Funds
Department of Management Services, Division of Retirement
Post Office Box 3010
Tallahassee, FL 32315-3010

Re: Actuarial Impact Statement

Dear Ms. Carr:

The City of Holly Hill is considering the implementation of amended retirement benefits for its firefighters. The changes are described in the enclosed material.

Pursuant to the provisions of Chapter 175, we are enclosing the required Actuarial Impact Statement, a copy of the Ordinance, and related material for your review.

If you have any questions or if additional information is needed, please contact us.

Sincerely,

CITY OF HOLLY HILL
FIREFIGHTERS' PENSION PLAN
ACTUARIAL IMPACT STATEMENT

May 11, 2016
(Page 1)

Attached hereto is a comparison of the impact on the Total Required Contribution (per Chapter 112, Florida Statutes) resulting from the implementation of the following benefit change:

- 1.) Amend the definition of pensionable compensation to limit the overtime to be included as pensionable to 300 hours per year (this does not include the regularly scheduled overtime) and limit the amount of lump sum sick and vacation payouts to be included as pensionable to the number of hours that the Firefighter had accrued as of October 1, 2012. To value this provision, it was assumed that the 300 hour overtime limit would not affect any Firefighters and the assumption regarding lump sum sick and vacation was amended from a fixed 56.8% of final year's Salary to an amount individually determined based upon their hours accrued at September 30, 2012, as provided by the City.

The cost impact, determined as of October 1, 2015, as applicable to the fiscal year ending September 30, 2017, is as follows:

	<u>Current</u>	<u>Proposed</u>
Total Required Contribution	\$339,420	\$314,250
Expected Member Contributions	63,744	63,744
Required City and State Cont.	275,676	250,506
Estimated State Contribution *	55,151	55,151
Balance From City	220,525	195,355

* Represents the amount received during Fiscal 2015. The City may use all State Monies received through 9/30/18 to offset their funding requirements.

The changes presented herein are in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the State Constitution. The liabilities were computed based on the data used for the October 1, 2015 actuarial valuation utilizing the assumptions and methods stated in the October 1, 2015 actuarial valuation report. This impact statement and the October 1, 2015 valuation report are considered an integral part of the actuarial opinions. The undersigned is familiar with the immediate and long-term aspects of pension valuations, and meets the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein.


 Patrick T. Donlan, MAAA
 Enrolled Actuary #14-6595

CITY OF HOLLY HILL
FIREFIGHTERS' PENSION PLAN
ACTUARIAL IMPACT STATEMENT

May 11, 2016
(Page 2)

STATEMENT OF PLAN ADMINISTRATOR

The prepared information presented herein reflects the estimated cost of each proposed change.

Board of Trustees

COMPARATIVE SUMMARY OF PRINCIPAL VALUATION RESULTS

	New Benefits <u>10/1/2015</u>	Old Benefits <u>10/1/2015</u>
A. Participant Data		
Number Included		
Actives	13	13
Service Retirees	9	9
DROP Retirees	0	0
Beneficiaries	0	0
Disability Retirees	0	0
Terminated Vested	<u>0</u>	<u>0</u>
Total	22	22
Total Annual Payroll	\$724,528	\$724,528
Payroll Under Assumed Ret. Age	724,528	724,528
Annual Rate of Payments to:		
Service Retirees	271,931	271,931
DROP Retirees	0	0
Beneficiaries	0	0
Disability Retirees	0	0
Terminated Vested	0	0
B. Assets		
Actuarial Value ¹	3,869,732	3,869,732
Market Value ¹	3,742,947	3,742,947
C. Liabilities		
Present Value of Benefits		
Actives		
Retirement Benefits	2,820,117	2,991,247
Disability Benefits	48,593	51,199
Death Benefits	23,054	23,663
Vested Benefits	378,394	409,233
Refund of Contributions	14,182	14,182
Service Retirees	2,623,523	2,623,523
DROP Retirees ¹	6,244	6,244
Beneficiaries	0	0
Disability Retirees	0	0
Terminated Vested	0	0
Excess State Monies Reserve	<u>0</u>	<u>0</u>
Total	5,914,107	6,119,291

C. Liabilities - (Continued)	New Benefits <u>10/1/2015</u>	Old Benefits <u>10/1/2015</u>
Present Value of Future Salaries	4,034,073	4,034,073
Present Value of Future Member Contributions	322,726	322,726
Normal Cost (Retirement)	119,781	130,100
Normal Cost (Disability)	5,984	6,121
Normal Cost (Death)	1,870	1,903
Normal Cost (Vesting)	29,172	31,128
Normal Cost (Refunds)	<u>3,373</u>	<u>3,373</u>
Total Normal Cost	160,180	172,625
Present Value of Future Normal Costs	819,144	891,751
Accrued Liability (Retirement)	2,225,262	2,339,010
Accrued Liability (Disability)	18,922	20,541
Accrued Liability (Death)	12,683	13,055
Accrued Liability (Vesting)	203,629	220,467
Accrued Liability (Refunds)	4,700	4,700
Accrued Liability (Inactives) ¹	2,629,767	2,629,767
Excess State Monies Reserve	<u>0</u>	<u>0</u>
Total Actuarial Accrued Liability	5,094,963	5,227,540
Unfunded Actuarial Accrued Liability (UAAL)	1,225,231	1,357,808
Funded Ratio (AVA / AL)	76.0%	74.0%

D. Actuarial Present Value of Accrued Benefits

Vested Accrued Benefits		
Inactives ¹	2,629,767	2,629,767
Actives	1,471,773	1,545,820
Member Contributions	<u>432,875</u>	<u>432,875</u>
Total	4,534,415	4,608,462
Non-vested Accrued Benefits	<u>64,434</u>	<u>73,893</u>
Total Present Value Accrued Benefits	4,598,849	4,682,355
Funded Ratio (MVA / PVAB)	81.4%	79.9%

Increase (Decrease) in Present Value of
Accrued Benefits Attributable to:

Plan Amendments	(83,506)
Assumption Changes	0
New Accrued Benefits	0
Benefits Paid	0
Interest	0
Other	<u>0</u>
Total	(83,506)

	New Benefits	Old Benefits
Valuation Date	10/1/2015	10/1/2015
Applicable to Fiscal Year Ending	<u>9/30/2017</u>	<u>9/30/2017</u>

E. Pension Cost

Normal Cost (with interest) ²	\$176,158	\$189,844
Administrative Expenses (with interest) ²	31,962	31,962
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 30 years (as of 10/1/2015, with interest) ²	106,130	117,614
Total Required Contribution	314,250	339,420
Expected Member Contributions ²	63,744	63,744
Expected City & State Contribution	250,506	275,676

¹ The asset values and liabilities for DROP Members include accumulated DROP Balances as of 9/30/2015.

² Contributions developed as of 10/1/2015 displayed above have been adjusted to account for assumed salary increase and interest components.

ACTUARIAL ASSUMPTIONS AND METHODS

<u>Mortality Rate</u>	RP-2000 Table with no projection. We believe this sufficiently accounts for future mortality improvements.
<u>Termination Rates</u>	See Tables on the following page (1304). This assumption is based on the results of an experience study performed in 2006.
<u>Disability Rates</u>	See Tables on the following page (1207). This assumption was developed from those used by other plans containing Florida municipal Firefighters.
<u>Retirement Age</u>	Earlier of age 50 and 6 years of service or 25 years of service, regardless of age. Also, any Member who has reached Normal Retirement is assumed to continue employment for one additional year. We feel this assumption is reasonable based on the plan provisions.
<u>Early Retirement</u>	Commencing with the earliest Early Retirement Age (48), members are assumed to retire with an immediate, subsidized benefit at the rate of 5% per year. We feel this assumption is reasonable based on the plan provisions.
<u>Interest Rate</u>	7.50% per year, compounded annually, net of investment related expenses. This is supported by the target asset class allocation of the trust and the expected long-term return by asset class.
<u>Salary Increases</u>	6.00% per year up to the assumed retirement age; see Table on the following page. This assumption is based on the results of an experience study performed in 2006. Salary in year of retirement is increased individually (previously by 56.8%) to account for lump sums.
<u>Payroll Growth</u>	None (1.71% was used as of 10/1/2014)
<u>Administrative Expenses</u>	\$29,063 annually. This is equal to the actual non-investment-related expenses paid out of the trust during the year.
<u>Funding Method</u>	Entry Age Normal Actuarial Cost Method.
<u>Asset Valuation Method</u>	Each year, the prior Actuarial Value of Assets is brought forward utilizing the historical geometric 4-year average Market Value return. It is possible that over time this technique will produce an insignificant bias above or below Market Value.

<u>Age</u>	<u>% Terminating During the Year</u>	<u>% Becoming Disabled During the Year</u>	<u>Current Salary as % of Salary at age 50</u>
20	12.4%	0.07%	17.4%
30	10.5	0.11	31.2
40	5.7	0.19	55.8
50	1.5	0.51	100.0

SUMMARY OF PLAN PROVISIONS
(Through Ordinance No. 2943)

<u>Latest Amendment Date</u>	October 8, 2013.
<u>Eligibility</u>	Employees who are classified as full-time Firefighters shall participate in the System as a condition of employment.
<u>Credited Service</u>	Total years and fractional parts of years of service with the City as a Firefighter.
<u>Earnings</u>	Total compensation reportable on Form W-2 plus tax deferred, tax sheltered or tax exempt items of income, excluding sick leave incentive, cleaning or 10-10 allowances, or any other non-regular payments.
<u>Average Monthly Earnings</u>	Average Earnings for the best 5 years during the 10 years immediately preceding termination.
<u>Member Contributions</u>	8.00% of Salary.
<u>City and State Contributions</u>	Remaining amount required in order to pay current costs and amortize unfunded past service cost, if any, as provided in Part VII of Chapter 112, <u>Florida Statutes</u> .
<u>Normal Retirement</u>	
Date	Earlier of age 50 and 6 years of Credited Service or completion of 25 years of Credited Service, regardless of age.
Benefit	3.00% of Average Monthly Earnings <u>times</u> Credited Service
Form of Benefit	Ten Year Certain and Life Annuity (options available).
Supplement	Retirees receive \$19.00 per month per year of Credited Service payable to the date on which unreduced Social Security benefits become payable.

Early Retirement

Eligibility	Age 48 and 6 Years of Credited Service.
Benefit	Accrued benefit, actuarially reduced for each year that Early Retirement precedes Normal Retirement (determined as if employment continued).

Vesting

Schedule	100% after 6 years of Credited Service.
Benefit Amount	Member will receive the vested portion of his (her) accrued benefit payable at the otherwise Normal Retirement Date.

Disability

Eligibility	
Service Incurred	Covered from Date of Employment.
Non-Service Incurred	10 years of Credited Service.
Benefit	Benefit accrued to date of disability, but not less than 42% of Average Monthly Earnings (Service Incurred).
Duration	Payable for life with ten years certain or until recovery, as determined by the Board (options available).

Pre-Retirement Death Benefits

Benefit if Not Vested	Designated Beneficiary shall receive a refund of the Member's Contributions.
Benefit if Vested	Monthly accrued benefit payable at the Member's Normal Retirement Date to designated beneficiary for 10 years (options available).
Minimum Benefit for Spouse, if Member dies in active service and is vested	50% of salary at time of death payable for life of the spouse, commencing on the first day of the month following the Member's death.

Board of Trustees

- a. Two Commission appointees,
- b. Two Members of the Department elected by the membership, and
- c. Fifth Member elected by other four appointed by Commission.

Deferred Retirement Option Plan

Eligibility	Eligibility for Normal Retirement.
Participation	Not to exceed 60 months.
Rate of Return	6.50% per annum, credited quarterly.
Form of Distribution	Lump sum at termination of employment.



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

**City Commission
Agenda Item**

MEETING DATE: May 24, 2016
FROM: Kurt Swartzlander
SUBJECT: Towing Agreement Award
NUMBER: (ID # 1336)
APPLICANT:
PLANNER:

DISCUSSION:

The Wrecker Service Agreement provides the City with an exclusive towing service provider that professionally and timely removes inoperable vehicles from roadways, crash sites, and other locations as authorized by City representatives. The service agreement also allows for the towing of City owned vehicles and storage of vehicles seized as evidence in criminal investigations.

The City of Holly Hill announced the Request for Bids (RFB) for a Towing Company Agreement, on April 29th, 2016, via the Daytona Beach News-Journal, individual mailings to all towing companies within Volusia County, the city's website, and VendorLink (an online solicitation company).

On May 6, 2016, (4)-Four Wrecker Service providers submitted bids to fulfill the Wrecker Service Agreement for the City, as proposed.

FISCAL ANALYSIS:

The highest bid being recommended was \$1,405.41 Which is a significant monthly decrease from the old monthly contract amount of \$3,476.30. This will require a mid year budget amendment for the current budget year and will be taken into account for the next two budget cycles.

STAFF RECOMMENDATION:

Staff recommends award of the contract to Arrow Service and Towing.

COMMISSION GOAL:

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

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

MOTION: Approve the agreement and award the contract to Arrow Service and Towing and authorize the City Manager to execute the agreement.

- Towing Bid Tabulation form (PDF)
- Towing Bid Advertisement (PDF)
- Arrow Service & Towing (PDF)
- Universal false billing receipts (PDF)
- Fryers misrepresented sampling of tows (PDF)
- Towing Bid Results Report-2 (DOCX)

Vendor NameBid PriceFryers Towing\$ 60,973⁶⁴Universal\$ 4,550Arrow\$ 39,351⁴⁸Daytona Wrecker\$ 28,175⁸⁴

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

THE NEWS-JOURNAL

Published Daily and Sunday
Daytona Beach, Volusia County, Florida

State of Florida,
County of Volusia

Before the undersigned authority personally appeared

Rachael Smith

who, on oath says that she is

LEGAL COORDINATOR

of The News-Journal, a daily and Sunday newspaper,
published at Daytona Beach in Volusia County, Florida; the
attached copy of advertisement, being a
.....

REQUEST FOR BIDS

L2192686

in the Court,
was published in said newspaper in the issues.....

APRIL 29, 2016

Affiant further says that The News-Journal is a newspaper published at Daytona Beach, in said Volusia County, Florida, and that the said newspaper has heretofore been continuously published in said Volusia County, Florida, each day and Sunday and has been entered as second-class mail matter at the post office in Daytona Beach, in said Volusia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper

Rachael Smith

Sworn to and subscribed before me

This 29TH of APRIL

A.D. 2016

Deborah L. Keese

49D



CITY OF HOLLY HILL REQUEST FOR BIDS

TOWING COMPANY AGREEMENT GENERAL INFORMATION:

1. The City of Holly Hill is accepting bids for an exclusive towing service.
2. The City of Holly Hill will not be liable for any costs incurred in preparation of the bid and/or personal interviews.
3. The bidder shall furnish additional information as the City may reasonably require. The City reserves the right to make investigations of the bidder as it deems appropriate.
4. The City of Holly Hill reserves the right to reject any and all bids, the right in its sole discretion to accept the bid which it considers most favorable to the City's interest.
5. Information or questions concerning this bid should be directed to the Deputy Chief of Police, City of Holly Hill, (386) 248-9488.

MINIMUM REQUIREMENTS FOR BIDDERS (Note - These are minimum requirements. Bidders are encouraged to review a draft of the actual agreement for all contractual requirements prior to submitting a bid):

1. Storage facilities must be located within 7 miles of the City of Holly Hill city limits.
2. Response time must be within 20 minutes, 95% of the time and the other 5% must be no longer than 30 minutes. Response time starts from the time the towing service receives the request to dispatch a wrecker. Response time compliance will be calculated on a calendar month basis. The city reserves the right to bill the wrecker company for the cost of city services incurred as a result of delayed response.
3. The primary storage facility must be open, or an employee on immediate call, 24 hours a day, seven days a week, including holidays.
4. Must supply a storage facility with a minimum of 200 spaces, with each space measuring 9' by 19' and be completely fenced. Two (2) spaces will be provided inside an enclosed building for police processing.
5. Bidders must own or lease at least 4 wreckers, which must include 2 class "A" wreckers, 1 class "C" wrecker and 1 Roll Back car carrier.
6. Bidders must carry minimum insurance requirements as follows:
 - a. Workers' Compensation Insurance, which complies with the Florida Workers' Compensation Law, including Employers Liability Insurance with limits of at least \$500,000 per occurrence.
 - b. General and Automobile Liability Insurance of at least \$500,000 per person, \$1,000,000 per occurrence and \$250,000 property damage insurance. In the alternative a \$1,000,000 combined single limit for bodily injury and property damage and a general aggregate of at least \$2,000,000.
 - c. Garage Keepers Legal Liability Insurance
7. Bidders must have a \$1,500 cash or check performance bond to be placed with the City upon award of contract.
8. No owner, partner, employee, or agent of the Towing Company shall have been convicted, entered a plea of "no contest", entered into a "Differed Prosecution Agreement" with the State Attorney's Office, or have any pending criminal charges, of any felony or a misdemeanor directly relating to the business or operation of a Towing Company regardless of whether civil rights have been restored.

SCOPE OF WORK TO BE PROVIDED:

The City of Holly Hill desires the Towing Company to provide exclusive towing service of motor vehicles and trailers from the public and private property when authorized by a representative of the City of Holly Hill. (For the period of January 1, 2015 through December 31, 2015, a city audit revealed that approximately 200 vehicles were towed pursuant to the prior agreement.) This is not a guarantee or representation of the number or volume of future towed vehicles, as the future number of towed vehicles is subject to variations and fluctuations.

REVIEW CRITERIA FOR BIDS:

1. Compensation paid to the City of Holly Hill under the terms of the contract.
2. Billing rates to vehicle owners must comply with the Towing Company Agreement.
3. Prior dealings with the City of Holly Hill, if applicable.
4. Work history and employment record, including reputation in the community.
5. Such information as the City deems relevant.
6. The City retains the right to waive any irregularities in a bid that, in the City's opinion, does not undermine the purpose and intent of public bidding. The City retains the right to reject all bids if it is determined to be in the City's best interest.

RECEIPT AND CONDITIONS OF BIDS:

Sealed bids will be received at the Office of the City Clerk no later than 2:00 p.m. on May 6, 2016 and publicly opened at 2:00 p.m. in the Conference Room and read aloud. Bids may be mailed or delivered to:

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

Sealed bids shall be clearly marked on the outside of the envelope "SEALED BID - TOWING COMPANY AGREEMENT."

All bids submitted shall be binding for sixty (60) days following receipt.

Bids received by the City of Holly Hill after the time specified will not be considered.

L2192686, April 29, 2016, IL

Attachment: Towing Bid Advertisement (1336 : Towing Agreement Award)

The Daytona Beach News-Journal

Daytona Beach News-Journal
The Sunday News-Journal
Southeast Volusia Edition
West Volusia Edition
News-Journal Focus
Flagler/Palm Coast News-Tribune
Volusia Review

Advertiser / Client Name		Billing Date		6.2.b
CITY OF HOLLY HILL		5/1/2016		
Customer Account #		Total Amount Due		
002225		\$ 637.62		
Customer Type		Terms of Payment	Page	
Ledger		Upon Receipt	1	
Invoice Number : I02192686-04292016				

Advertising Invoice

CITY OF HOLLY HILL
ATTN: FINANCE OFFICE
1065 RIDGEWOOD AVE
HOLLY HILL, FL 32117

Daytona News-Journal

P O Box 919423
Orlando, FL 32891-9423
Phone (866)470-7133

Amount Paid : \$ _____ . _____ Check # : _____ Amount to Pay : \$ 637.62

PLEASE DETACH AND RETURN UPPER PORTION WITH YOUR REMITTANCE

Start Date	Ad# - Trans#	Pub	Description	P. O. Number	Times	Size/Charge	Amount
4/29/2016	0002192686	NJ	REQUEST FOR BID		1	1.00 x 142Lines	\$637.62
Amount to Pay :							\$637.62

The Daytona Beach News-Journal

Daytona News-Journal

P O Box 919423
Orlando, FL 32891-9423
Phone (866)470-7133

Advertiser / Client Name		Billing Date	
CITY OF HOLLY HILL		5/1/2016	
Customer Account #		Total Amount Due	
002225		\$ 637.62	
Customer Type		Terms of Payment	Page
Ledger		Upon Receipt	1
Invoice Number : I02192686-04292016			

THANK YOU FOR YOUR BUSINESS
TERMS: NET DUE UPON RECEIPT

**REQUEST FOR PROPOSALS
WRECKER SERVICE AGREEMENT
BID #2016-PD-002**

J & A BALBOA ENTERPRISES, INC
DBA
ARROW SERVICE & TOWING
ATTN: AMANDA BALBOA
541 CARSWELL AVE HOLLY HILL, FL 32117
P: (386) 255-2138 F: (386) 252-8469
ARROW@JABALBOA.COM

DATE OF PROPOSAL: 05/06/2016

Attachment: Arrow Service & Towing (1336 : Towing Agreement Award)

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Technical Proposal

1. Independence

J & A Balboa Enterprises, Inc DBA Arrow Service & Towing is independent of the City of Holly Hill. We currently have no relationships involving the City of Holly Hill at this time, and have not in the past five years.

2. License to Practice in the State of Florida

J & A Balboa Enterprises, Inc DBA Arrow Service & Towing and all professional staff members are properly licensed to tow vehicles of all weight ratings in the State of Florida. Please see attachment of State Licensing.

3. Conflict of Interest

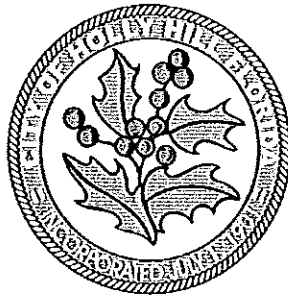
J & A Balboa Enterprises DBA Arrow Service & Towing does not currently, nor in the past five years had any relationships- professional, financial, or otherwise with the City of Holly Hill, its elected or appointed officials, employees, agents or its agencies.

4. Contractor Qualifications and Experience

J & A Balboa Enterprises DBA Arrow Service & Towing main office location is 541 Carswell Ave, Holly Hill, FL 32117 in which we have remained for the past thirty-five years. We currently run six Class A rollback carriers, one wheel lift, two Class B units, three Class C units, one landall, and one lowboy. We are a sole contractor with no joint ventures or consortium. -A lawsuit was filed against the company and another company, Universal Towing. This lawsuit was filed in 2013. Nelson V. Universal, et. Al Case no. 2013-31605-CICI. It was turned into our insurer and is either settled, or in the process of settlement-No judgment was entered against us.

City of Holly Hill

1065 Ridgewood Ave
Holly Hill, Florida 32117 Telephone (386) 248-9488
Fax (386) 248-9480



REQUEST FOR BIDS

BID TITLE: Towing Company Agreement

BID NUMBER: 2016-PD-002

BID DUE DATE & TIME: May 6, 2016, at 2:00pm

BID OPENING LOCATION: Holly Hill City Hall/Large Conference Room
1065 Ridgewood Avenue, Holly Hill, Florida 32117

QUESTION DEADLINE: May 2, 2016, at 10:00am

Attachment: Arrow Service & Towing (1336 : Towing Agreement Award)

PROPOSER ACKNOWLEDGEMENT FORM***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID***

BID TITLE: Towing Company Agreement

BID NUMBER: 2016-PD-002

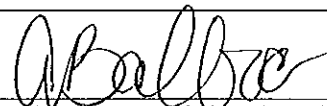
BID DUE DATE & TIME: May 6, 2016 at 2:00pm

BID OPENING LOCATION: Holly Hill City Hall/Large Conference Room
1065 Ridgewood Avenue, Holly Hill, Florida 32117

QUESTION DEADLINE: May 2, 2016, at 10:00am

Bids Received After The Above Date And Time Will Not Be Accepted.**BIDDER'S NAME:** J & A Balboa Enterprises, Inc DBA Arrow Service & Towing**BIDDER'S MAILING ADDRESS:** P.O. Box 250072**CITY-STATE-ZIP:** Holly Hill, FL 32125**F.E.I.N:** 59-2491843**PHONE NUMBER:** (386) 255-2138**FAX NUMBER:** (386) 252-8469**If returning as a "No Bid", please state reason (s):** _____

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Proposer. In submitting a Bid to the City of Holly Hill, the Proposer offers and agrees that if the Bid is accepted, the Proposer will convey, assign or transfer to the City of Holly Hill all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Holly Hill. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.

X 
AUTHORIZED SIGNATURE (MANUAL)

Amanda Balboa
NAME (TYPED)

Treasurer
TITLE

05/05/2016
DATE

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

CRIMINAL CONVICTIONS AND PENDING CHARGES: No owner, partner, employee, or agent of the Towing Company shall have been convicted, entered a plea of "no contest", entered into a "Differed Prosecution Agreement" with the State Attorney's Office, or have any pending criminal charges, of any felony or a misdemeanor directly relating to the business or operation of a Towing Company – regardless of whether civil rights have been restored.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or Bid on a contract to provide any goods or services to a public entity, may not submit a bid or Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or Bid on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR BIDS. The City of Holly Hill cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Holly Hill in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

DISTRIBUTION OF BIDS: The City uses the services of Vendorlink (www.myvendorlink.com) to distribute its Bid's on the Internet. If you have received a copy of this BID from any source other than Vendorlink, please be aware that you may not have received the latest version of the Bid or any related addendums.

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Bid number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the City Clerk's Office on or before the specified opening date and time is solely and strictly the responsibility of the Bidder. Any submittal received by the City Clerk's Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be

accepted. Telephone, telefax and telegraph Submittals will not be considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) shall appear in the space(s) provided.

BID OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: Any bidder wishing to receive a copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

CLARIFICATION/CORRECTION OF BID ENTRY: The City of Holly Hill reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Deputy Police Chief. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective bidders through Vendorlink. No interpretation shall be considered binding unless provided in writing by the City of Holly Hill.

LICENSES AND PERMITS: The Towing Company is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Holly Hill reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications. **This is a firm Bid and changes to the Towing Company Agreement will not be allowed.**

TAXES: The City of Holly Hill is exempt from Federal Excise Taxes and all sales taxes.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Submittal and the monies which may become due hereunder are not assignable except with the prior written approval of the City Commission, which shall authorized the Towing Company Agreement.

LIABILITY: The Towing Company shall hold and save the City of Holly Hill, its officers, agents, and employees harmless against claims by third parties resulting from the Towing Company's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

PATENTS AND ROYALTIES: The Towing Company, without exception, shall indemnify and hold harmless the City of Holly Hill and its employees from liability of any kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Holly Hill. If the Towing Company uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the Towing Company of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this Bid may permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW: The Towing Company expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the contracted service.
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public

records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City 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 City in a format that is compatible with the information technology systems of the City.

(e) Failure of the Towing Company to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Agreement to termination for cause by the City.

THE CITY OF HOLLY HILL RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, AND TO WAIVE INFORMALITIES AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

TERMS AND CONDITIONS

- A. The City of Holly Hill reserves the right without prejudice to reject any or all Bids, to request clarification of information submitted, and to request additional information of one or more bidders.
- B. The City reserves the right to award the contract to the next most qualified Towing Company if the successful Towing Company fails to execute a contract within two weeks after the award of the Contract by the City Commission.
- C. In accordance with federal, state, and local regulations, the Towing Company shall not discriminate under the contract against any person.
- D. The Towing Company shall not assign or transfer any interest in the contract without prior approval of the City Commission.
- E. Submission of a Bid indicates acceptance by the Towing Company of the conditions contained in this Request for Bids.
- F. A copy of the City of Holly Hill's Towing Company Agreement is included in this Request for Bid for review and acceptance by the qualified Towing Company.
- G. Submittals should include a copy of the Towing Company's insurance certificate, Non- Conflict of Interest Statement/Litigation Statement, and Drug Free Workplace Certificate.

**CITY OF HOLLY HILL, FLORIDA
REQUEST FOR BIDS
TOWING COMPANY AGREEMENT BID
NUMBER 2016-PD-002**

I. INTRODUCTION

The City of Holly Hill is requesting Bids from qualified Towing Companies to provide exclusive towing services within the City of Holly Hill when requested and authorized by a representative of the City.

TERM OF AGREEMENT

The term of this Agreement shall be for a twenty-eight (28) month period beginning June 1, 2016, and ending September 30, 2018, based upon satisfactory performance by the Towing Company. The City shall have the option of extending the contract for two additional twelve month periods. The first beginning on October 1, 2018 ending on September 30, 2019 and the second beginning on October 1, 2019 and ending on September 30, 2020. Any adjustments in the maximum wrecker fees allowed and monthly payments to the City may also be considered at these times. The option for the extension(s) is solely for the benefit of and at the sole desecration of the City. The Towing Company shall not have any right to an extension.

SUBMITTAL INSTRUCTIONS.

Please check the contents of your Bid package carefully to ensure that you have in your possession all the necessary and required documents, as referenced with this Bid, including any addenda. All pertinent documents will be maintained on the Vendorlink website.

Submission of a Bid pursuant to this Bid Request shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. Portions of this Bid and the contents of the Bid submitted by the successful bidder may become contractual obligations if an Agreement is awarded. Failure of the successful bidder to accept these obligations may result in cancellation of the award of contract.

The City reserves the right to withdraw this Bid at any time without prior notice. All Bids submitted in response to this Bid become the property of the City of Holly Hill.

Bid Delivery: Submit one (1) signed original of the complete Bid packet along with one (1) electronic fully complete copy in PDF format on a CD, by the closing date and time. Both versions must be included in the sealed envelope or package. Submit Bids to: Valerie Manning, City Clerk, City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida, 32117. The Bid title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the bidder to ensure that the Bid is delivered on or before the specified due date and time. **Late BIDS will not be accepted.**

Deadline for Submission: To be considered, BIDS must be received no later than May 6, 2016, at 2:00pm.

Inquiries: Technical questions may arise as Towing Companies are preparing their Bids. The City will accept written inquiries regarding this Bids until May 4, 2016. Questions received after that time will not be responded to. Answers to questions that warrant attention will be distributed on Vendorlink. Please direct written inquiries to:

Jeffrey Miller, Deputy Police Chief
City of Holly Hill
1065 Ridgewood Ave Holly Hill, FL 32117
Telephone: (386) 248-9488
FAX: (386) 248-9480
jmiller@hollyhillfl.org

Contact: All prospective bidders are hereby instructed not to contact any member of the City of Holly Hill Commission, City Manager, or City of Holly Hill staff members other than the noted contact person regarding this bid/Bid or their bid at any time prior to the posting on the website of the final evaluation and recommended ranking by the City staff for this engagement. Any such contact shall be cause for rejection of your bid/Bid.

Signature Requirements: Bids must be signed by a duly authorized official(s) of the proposing Towing Company. Consortiums, joint ventures, or teams submitting Bids, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with the Towing Company or legal entity which shall not be a subsidiary or affiliate with limited resources. Each Bid shall indicate the entity responsible for execution on behalf of the Bid team.

Rejection Rights: The City of Holly Hill reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this Bid, including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this Bid at any time and to negotiate with any party prior to or after submittal of Bids.

Cost of Bid Preparation: No reimbursement will be made by the City of Holly Hill for any costs incurred in the preparation of the Bid.

Bids to be in Effect: Each Bid shall state that it is valid for a period of not less than ninety (90) days from the date of receipt.

II. NATURE OF SERVICES REQUIRED

A. General

The City of Holly Hill is requesting Bids from qualified towing companies

to provide an exclusive towing service within the City of Holly Hill, when requested by an authorized representative of the City.

B. Scope of Work to be Performed

The City of Holly Hill desires the Towing Company to provide exclusive towing service of motor vehicles and trailers from the public and private property when authorized by a representative of the City of Holy Hill. (For the period of January 1, 2015 through December 31, 2015, a city audit revealed that approximately 200 vehicles were towed pursuant to the prior agreement.) This is not a guarantee or representation of the number or volume of future towed vehicles, as the future number of towed vehicles is subject to variations and fluctuations.

III. DESCRIPTION OF THE CITY

A. Background

The City of Holly Hill is a municipal corporation created by the laws of Florida, located in Volusia County. The City operates under a Commission-City Manager form of government. The City Commission is comprised of a mayor and four Commission members. The City Manager is appointed by the City Commission and serves as the Chief Executive Officer.

The City of Holly Hill has an estimated population of 11,700 living within an area of approximately 4.5 square miles.

B. Contact Person

The Towing Company's principal contact with the City of Holly Hill will be Jeffrey Miller, Deputy Police Chief, or a designee, who will coordinate the assistance to be provided by the City to the towing company.

IV. BID REQUIREMENTS

A. Submission of Bids

To ensure consistency, Bids must conform to the following format and must be received no later than 2:00 p.m. on May 6, 2016, to be considered:

1. Title Page: Show the Bid subject, the name of the Towing Company, the name, address, telephone number and email address of a contact person, and the date of the Bid.
2. Table of Contents: Include a clear identification of the material included in the Bid by page number.
3. Detailed Bid: This detailed Bid should follow the order set forth in Section IV. (B). of this Request for Bids.

4. Bid Response Form which includes the bidder's certification of compliance with all terms and conditions of the bid, its attachments and any addendums.

B. Technical Bid General Requirements

The purpose of the technical Bid is to demonstrate the qualifications, competence and capacity of the Bidder's seeking to undertake the towing services for the City of Holly Hill in conformity with the requirements of this Request for Bids. As such, the substance of Bids will carry more weight than their form or manner of presentation. The technical Bid should demonstrate the qualifications of the Towing Company and of the particular staff to be assigned to this engagement.

Although additional data may be included, the following items must be presented as they represent the criteria against which the Bid will be evaluated:

1. Independence

The Towing Company should provide an affirmative statement that it is independent of the City of Holly Hill. The Towing Company should also list and describe any relationships involving the City of Holly Hill for the past five (5) years.

2. License to Practice in the State of Florida

An affirmative statement should be included indicating that the Towing Company and all assigned staff are properly licensed to tow vehicles in the State of Florida.

3. Conflict of Interest

The Towing Company shall list, and describe any relationships – professional, financial or otherwise – that the Towing Company, any of its principals or employees, or any affiliate or subcontractor, may have with the City of Holly Hill, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in this Bid. Failure to disclose any such contractual or personal relationships will be cause for disqualification of the Bid.

Additionally, the Towing Company shall give the City written notice of any other relationships – professional, financial or otherwise – that the Towing Company, any of its principals or employees, or any affiliate or subcontractor, enters into with the City, its elected or appointed officials, its employees or agents or any of its agencies or component

units during the period of the agreement.

4. Towing Company Qualifications and Experience

The Bid should state the size of the Towing Company, the location of the office from which the work is to be performed.

If the Bid is a joint venture or consortium, the qualifications of each Towing Company comprising the joint venture or consortium should be separately identified and the Towing Company that is to serve as the principal should be noted.

The Towing Company shall provide information on the nature, magnitude, and outcome of all litigation and proceedings for the previous three (3) years, where a court or administrative agency has ruled for or against the Towing Company in any matter related to the Towing Company's professional activities.

V. BID EVALUATION

The City Staff will evaluate the Bids. The City Commission will have the final vote to select a Towing Company service provider for the City. Bids will be evaluated on the following criteria:

A. Generally

1. The Towing Company is independent and licensed to practice in the State of Florida.
2. The Towing Company meets all the minimum requirements for bidders, listed in the technical qualifications.
3. The Towing Company has no conflict of interest with regard to any other work performed by the Towing Company for the City of Holly Hill.
4. The Towing Company is accepting responsibility for providing exclusive towing services for the City of Holly Hill, when requested by an authorized representative of the City.
5. The Towing Company adheres to the instructions in this Request for Bids in preparing and submitting the Bid.

B. Technical Qualifications

1. The Towing Company's past experience and performance on government engagements of comparable size and complexity.
2. The Towing Company's storage facilities must be located within 7

miles of the City of Holly Hill city limits.

3. The Towing Company's response time must be within 20 minutes, 95% of the time and the other 5% must be no longer than 30 minutes. Response time starts from the time the towing service receives the request to dispatch a wrecker. Response time compliance will be calculated on a calendar month basis. The city reserves the right to bill the wrecker company for the cost of city services incurred as a result of delayed response.
4. The Towing Company's primary storage facility must be open, or an employee on immediate call 24 hours a day, seven days a week, including holidays.
5. The Towing Company must comply with the Volusia County tow rate structure.
6. The Towing Company must supply a storage facility with a minimum of 200 spaces, with each space measuring 9' by 19' and be completely fenced. Two (2) spaces will be provided inside an enclosed building for police processing.
7. The Towing Company must own or lease at least 4 wreckers, which must include 2 class "A" wreckers, 1 class "C" wrecker and 1 Roll Back car carrier.
8. The Towing Company must carry minimum insurance requirements as follows:
 - Workers' Compensation Insurance, which complies with the Florida Workers' Compensation Law, including Employers Liability Insurance with Limits of at least \$500,000 per occurrence.
 - General and Automobile Liability Insurance of at least \$500,000 per person, \$1,000,000 per occurrence and \$250,000 property damage insurance. In the alternative, a \$1,000,000 combined single limit for bodily injury and property damage and a general aggregate of at least \$2,000,000.
 - Garage Keepers legal liability Insurance.
9. The Towing Company must have 1/12th of the annual contract amount in cash or check to be placed with the City upon award of contract.
10. No owner, partner, employee, or agent of the Towing Company shall have been convicted, entered a plea of "no contest", entered into a "Differed Prosecution Agreement" with the State Attorney's Office, or have any pending criminal charges, or any felony or a misdemeanor

directly relating to the business or operation a Towing Company – regardless of whether civil rights have been restored.

C. Fee Bid

Total all-inclusive maximum fee for the duration of the Towing Company Agreement. Please note that the price will be the sole factor in the selection of the Contractor if all minimum requirements are met.

D. Local Vendor Preference

The City follows its local bidder preference ordinance as applicable. Please see the City code of ordinances pertaining to local bidder preference for further clarification.

CITY OF HOLLY HILL, FLORIDA
REQUEST FOR BIDS
TOWING COMPANY AGREEMENT
BID NUMBER 2016-PD-002

REGISTRATION AND INSURANCE REQUIREMENTS

Registration Requirements

Towing Company's doing business within the City Limits must be registered with the City. Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

For further information please contact the city's building and zoning department at 386-248-9442.

State Certified/Registered Towing Company's

All towing companies, if required, must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, FL 32720 (386) 736-5938 Option 0.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 248-9442.

ATTACHMENT

TOWING COMPANY AGREEMENT

This agreement entered into this 1st day of June 2016 by and between the City of Holly Hill, Florida, a Municipal Corporation, hereinafter referred to as "City" and Arrow Service & Towing, hereinafter referred to as "Towing Company", in consideration of the mutual covenants contained herein, and subject to the terms and conditions listed below.

WITNESSETH:

1. SERVICES TO BE PERFORMED BY TOWING COMPANY: The Towing Company shall provide the following services:

- a) The Towing Company shall provide for the towing and storage when required, of motor vehicles and trailers from public or private property lying within the City of Holly Hill when so authorized by a representative of the City, at a rate not greater than the applicable maximum rates specified herein.
- b) When authorized by a representative of the City, the Towing Company shall, at a rate not greater than the applicable maximum rate specified herein, provide for the towing and storage of any motor vehicle, trailer, motorcycle, or motor scooter which is towed under the provisions of the Code of the City of Holly Hill covering the removal and/or impounding of illegally parked or disabled vehicles, applicable Florida Statutes, or which is otherwise impounded or required to be moved by or at the direction of a police officer, from the point of origin to the place of business of the Towing Company. The Towing Company shall, at a rate not greater than the applicable maximum rate specified herein, provide for the towing and storage of any vehicle or trailer from the scene of an accident to a location within the area, as designated by the owner, other than the place of business of the Towing Company.
- c) When authorized by a representative of the City, the Towing Company shall, at no charge, provide towing services for all disabled city vehicles, whether owned or leased (excluding vehicles leased by the City where the lessor is responsible for the towing service). The no charge towing service shall be for city vehicles located within a 50-mile radius of Holly Hill City Hall. For city vehicles located beyond the 50 mile radius, the loaded per mile charge for each mile beyond the 50 mile radius shall be as follows:

Class A	\$1.50
Class B	\$2.50
Class C	\$3.50

- d) The Towing Company shall, at no cost to the City, promptly clean all debris off the public streets, ways, sidewalks, parks, avenues, and property of the City, and remove

ATTACHMENT

the same to a proper place away from the scene of any motor vehicle accident if the accident scene is to be, is being, or has been serviced by the Towing Company, or the agent, servants, or employees of the Towing Company.

- e) The Towing Company guarantees that wrecker service shall be rendered at any and all times, as required by this Agreement, twenty-four (24) hours a day, seven (7) days a week, including holidays, and that personnel will be subject to call at any and all times. The Towing Company further guarantees that, for at least 95% of all calls, it will be at the requested location within the City limits within twenty (20) minutes from the time the Towing Company receives a call requesting that a wrecker be dispatched. It further guarantees that in the remaining 5% of calls, a wrecker will be at the location within thirty (30) minutes. Compliance with this requirement will be calculated on a calendar month basis. Further, the City reserves the right to charge the towing company for the cost of city services incurred as a result of the delayed response.
- f) The Towing Company shall answer expeditiously all calls from the Holly Hill Police Department, or other City representative, for on-scene service at accidents and shall immediately remove all obstructions caused by accidents even if actual towing is not required (cleanups). In this event, the City shall pay the Towing Company \$25.00 for this service.
- g) Upon request, the Towing Company shall provide the Holly Hill Police Department with reasonable assistance in the examination of vehicles stored by the Towing Company. Such assistance shall include the availability and use of a wrecker at the storage site for the moving of vehicles to be examined by the Police. Any vehicles towed by the Police Department, within a 50-mile radius of Holly Hill City Hall, marked as evidence in a criminal case or marked as "pending seizure" in a civil case shall be towed at no charge. For these types of vehicles beyond the 50 mile radius, the loaded per mile charge for each mile beyond the 50 mile radius shall be as follows:

Class A	\$1.50
Class B	\$2.50
Class C	\$3.50

h) Definitions: As used in this article, the following words and terms shall have the meaning respectively ascribed:

1. *Immobilization* shall mean the installation of a boot or similar device on a vehicle on private property for the purpose of making it unmovable.
2. *Consensual towing* shall mean the property owner is consenting to the towing of the vehicle by the Towing Company.

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3. *Nonconsensual towing* shall mean the removal and storage of wrecked or disabled vehicles from an accident scene or the removal and storage of a vehicle in the event the owner or operator is incapacitated, unavailable, or otherwise does not consent to the removal of the vehicle, excepting, however, all incidents of "trespass towing" as herein below defined.
4. *Property owner* shall mean that person who exercises dominion and control over a parcel of real property, including but not limited to the legal title holder, lessee, a resident manager, a property manager or other agent who has legal authority to bind the owner. A person providing a towing service may not be appointed as an agent for a property owner.
5. *Tow* shall mean to haul, carry, pull along, or otherwise transport or remove a vehicle by means of another vehicle.
6. *Trespass towing* shall mean towing or removal of a vehicle, without the consent of the vehicle's owner or operator, as such is authorized by F.S. § 715.07, when that vehicle is parked on private real property.
7. *Wrecker* shall mean any truck or other vehicle which is used to carry, tow or otherwise transport vehicles and which is equipped for that purpose with a boom, winch, car carrier, or similar equipment. "Wrecker" shall include the person or firm owning, operating, and/or controlling the wrecker vehicles.

2. PAYMENT TO THE CITY

In consideration of the Towing Company being called by the City for the term as provided in Section 3 below, the Towing Company shall pay to the City, beginning June 1, 2016 the sum of \$ 39,351.48, payable in equal monthly installments of \$ 1,405.41 for a period of twenty-eight (28) months so long as this Agreement is in effect.

3. TERM

- a) The term of this Agreement shall be for a twenty-eight (28) month period beginning June 1, 2016 and ending September 30, 2018. Extension - the City shall have the option of extending this contract, based upon satisfactory performance by the Towing Company, for two additional twelve-month periods: The first of these two additional twelve-month periods to be given consideration beginning on October 1, 2018 and ending on September 30, 2019 and the second beginning on October 1, 2019 and ending on September 30, 2020. Any adjustments in the maximum wrecker fees allowed and monthly payments to the City may also be considered at these times. The option for an extension(s) is solely for the benefit of and at the sole discretion of the City. Towing Company shall not have any right to an extension.

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- b) It is further understood by the parties to this Agreement that in the event the Towing Company is unable to respond to a call during the term of this contract, with one of its own wreckers, it is still responsible for providing a wrecker. It may utilize a wrecker from any other wrecker company in the County, in such cases; the substitute wrecker must comply with the terms agreed upon herein.

4. RATE CHARGED OWNERS

- a) In consideration for the services to be provided by the Towing Company under the terms of this Agreement, the Towing Company may charge the owner of the vehicle being towed or stored the rates listed below, provided that:
1. The City shall not be liable in the event of nonpayment by the owner of the vehicle being towed.
 2. The towing/servicing of City owned/leased vehicles follows the specifications outlined previously in 1 (c).
- b) The maximum rates for towing a vehicle, for the storage of a towed vehicle or for the rendition of other services involving the use of a wrecker or other customary towing services when the point of origin of the tow or such services is within the boundaries of Holly Hill shall be as follows:
1. *Class A vehicles (gross vehicle weight rating at 9,999 pounds or less or a vehicle carrying a vessel 15 feet or less in length):*
 - a. Trespass tow (flat rate): \$125.00
 - b. Consensual/Nonconsensual tow: \$125.00
 - c. Consensual/Nonconsensual tow, per mile over initial ten miles, per full extra mile: \$3.00
 - d. Consensual/Nonconsensual tow, time beyond initial 30 minutes at scene, 15-minute block: \$25.00
 - e. Trespass or consensual/nonconsensual tow daily storage per day, inside storage \$25.00
 - f. Immobilization: \$75.00
 - g. Outside storage, per day: \$20.00

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2. *Class B vehicles (gross vehicle weight rating at 10,000 pounds or more, but less than 19,500 pounds or vehicle carrying a vessel more than 15 feet, but less than 22 feet in length):*

a. Trespass tow (flat rate):	\$250.00
b. Consensual/Nonconsensual tow:	\$250.00
c. Consensual/Nonconsensual tow, per mile over initial ten miles, per full extra mile:	\$4.00
d. Consensual/Nonconsensual tow, time beyond initial 30 minutes at scene, per 15-minute block:	\$50.00
e. Trespass or consensual/nonconsensual tow daily storage per day, inside storage:	\$30.00
f. Immobilization:	\$75.00
g. Outside storage, per day	\$25.00

3. *Class C vehicles (gross vehicle weight rating at 19,500 or more pounds, but less than 25,000 pounds or vehicle carrying a vessel more than 22 feet in length):*

a. Trespass tow (flat rate):	\$375.00
b. Consensual/Nonconsensual tow:	\$375.00
c. Consensual/Nonconsensual tow, per mile over initial ten miles, per full extra mile:	\$5.00
d. Consensual/Nonconsensual tow, time beyond initial 30 minutes at scene, per 15-minute block:	\$75.00
e. Trespass or consensual/nonconsensual tow daily storage per day, inside storage:	\$60.00
f. Outside storage, per day:	\$55.00

4. *Class D vehicles (gross vehicle weight rating at more than 25,000 pounds):*

a. Trespass tow (flat rate):	\$500.00
b. Consensual/Nonconsensual tow:	\$500.00

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- | | | |
|----|---|----------|
| c. | Consensual/Nonconsensual tow, per mile over initial ten miles, per full extra mile: | \$6.00 |
| d. | Consensual/Nonconsensual tow, time beyond initial 30 minutes at scene, per 15-minute block: | \$100.00 |
| e. | Trespass or consensual/nonconsensual tow daily storage per day, inside storage: | \$60.00 |
| f. | Outside storage, per day: | \$55.00 |
- c) An additional daily storage fee, as set forth above, may be charged for any vessel, trailer or other mobile item, whether motorized or not, which is mounted on wheels and attached to a towed vehicle.
- d) The maximum rates established in subsection 4 b) 1, 2, 3, and 4, listed above shall be a flat fee which shall be all-inclusive and, by way of illustration, no additional charges shall be made for:
1. Any fees for special equipment or services such as double hook-up, vehicle entry when locked, dropping transmission linkage, axle or drive shaft removal, dollies, trailer or flat bed, lifts, slim jims, go jacks, removing bumpers, airing up brakes, and mileage, other than those specified in the rate schedule;
 2. Time spent at the scene of the tow, other than those specified in the rate schedule;
 3. Release fees during normal business hours (Monday—Friday, 8:00 a.m.—6:00 p.m.);
 4. Access fees to allow the owner or the owner's representative to remove personal property or examine the vehicle;
 5. Yard fees, set-out fees, or gate fees for allowing the owner or any tow company designated by the owner or his insurance company to take custody of and remove the vehicle from the impound area;
 6. Fuel surcharge fees;
 7. Storage for the first twelve hours.
- e) No other fees of whatever kind may be charged for services rendered during the first 12 hours that the vehicle is in the possession of the wrecker, beginning from the time the vehicle is delivered to the storage facility, except as specifically provided herein.

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An administrative fee for compliance with statutory notice requirements may be charged after the first 48 hours so long as the wrecker service has actually complied with the requirements of F.S. § 713.78, including execution and mailing of the lien notice. The fee must be based on actual costs for such compliance. Further, a "tarpaulin fee" in the amount of \$15.00 may be assessed when the towing service reasonably finds it necessary to install and maintain tarpaulin coverage on any class A stored vehicle in order to protect the interior accessories or upholstery of such vehicle from damage by inclement weather. Tarpaulin fees for coverage of any other class vehicle must be reasonable and based on actual costs.

- f) An after-hours (Monday—Friday, 6:00 p.m.—8:00 a.m., Saturday and Sunday and national holidays) release fee not to exceed \$35.00 may be charged.
- g) The above rates shall remain consistent with Volusia County Ordinance 118-98 for the duration of this agreement to include any extensions. Additionally, if the Volusia County Ordinance is modified, the City and Towing Company agree to follow the modified County Ordinance. Item 4. e) of this Agreement varies from County Ordinance 118-98 and shall remain at 12 hours for the duration of this Agreement even if the County modifies Ordinance 118-98.
- h) The Towing Company agrees to tow abandoned or lost vehicles at no charge to the City and City shall surrender all salvage rights, if any, to the vehicle to Towing Company and shall retain no liens upon the vehicle.
- i) No other charges or fees, other than those specified and authorized in this schedule, and applicable sales tax are allowed for towing or storage services provided under this Agreement.

5. RATES CHARGED THE CITY

In consideration for the services to be provided by the Towing Company under the terms of this Agreement, the Towing Company will provide the City with wrecker services for City vehicles as outlined previously in 1(c).

6. PROHIBITED CHARGES

The services called for in Section 1 of this Agreement entitled SERVICES TO BE PERFORMED BY TOWING COMPANY shall be provided at no cost to the owner of the towed vehicle or City whenever the City determines that the vehicle was towed in error at the request of the City.

7. SALVAGE RIGHTS

In consideration for the services to be provided by the Towing Company, under the terms of this Agreement, the City hereby grants the Towing Company all salvage rights that may be permitted by law on any vehicle which may be towed pursuant to this Agreement and as specifically outlined

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in 3(b), excluding those vehicles seized and held for possible forfeiture by the City. The City does not guarantee that the City has any salvage rights nor that by this grant the City is transferring any salvage rights to the Towing Company. The City will not be charged towing charges or storage fees for temporary storage in cases of vehicles seized for forfeiture. Prior to releasing a seized vehicle to the owner, the owner must pay the Towing Company for the towing and/or storage fees and present the City with a paid receipt from Towing Company.

8. STORAGE FACILITIES

The Towing Company shall maintain a primary storage garage and/or outside storage facility complying with applicable city code ordinances, including all related building and zoning regulations. Such storage facility shall:

- a) Contain a minimum of two hundred (200) spaces, measuring 9 feet by 19 feet each, in an area, which is completely fenced.
- b) Have available a minimum of two (2) spaces inside a building for the storing of vehicles which require police processing. These spaces shall be maintained to provide protection from the weather and security from the general public for vehicles, which require police processing.
- c) Be located within seven (7) miles of Holly Hill city limits.
 1. The Towing Company shall have an employee on duty at said primary storage facility, or upon immediate call to the facility, twenty-four (24) hours a day, seven (7) days a week, including holidays.
 2. Said storage facilities shall be subject to inspection and shall be approved by the City prior to the award of any contract. Storage facilities shall be subject to periodic inspections at any time during the term of this Agreement when deemed necessary by the City to insure compliance with this contract. Notice of any discrepancies or deficiencies in contract compliance found by the City shall be submitted to the Towing Company in writing, and the Towing Company shall remedy the same within fifteen (15) days of receipt of such notice. Upon failure of the Towing Company to remedy the deficiencies in contract compliance, action may be taken by the City pursuant to Section 24 herein.
 3. Vehicles, which have been marked "HOLD" for investigative purposes by the Police Department, shall be held at the storage facility, unless indicated otherwise, for whatever period of time necessary to properly process the vehicle and finish the investigation, at no charge to the City. Personnel of the Holly Hill Police Department shall be permitted access to such vehicles at any time.

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Vehicles stored in enclosed areas shall be secured from access by unauthorized persons. The Towing Company shall take reasonable steps to protect all stored vehicles and their contents from theft and damage.

9. WRECKER EQUIPMENT AND WRECKER COMPANY PERSONNEL

- a) The Towing Company shall, during the term of this Agreement, own or lease a minimum of four (4) wreckers to provide the services called for by this Agreement. The wreckers must include: two (2) Class "A" wreckers; one (1) Class "C" wrecker; and one (1) rollback. The wreckers of the Towing Company shall meet the requirements and specifications established and set forth in the current Florida Highway Patrol Rules and Regulations for Wreckers.
- b) Said wreckers shall be of a recognized commercial make and shall have a wrecker winch (chassis) and truck towing capacity suitable for the removal and transportation of the various types of motor vehicles contemplated by this Agreement without damage to such vehicles and without undue interference with the flow of traffic.
- c) No owner, partner, employee, or agent of the Towing Company shall have been convicted, entered a plea of "no contest", entered into a "Differed Prosecution Agreement" with the State Attorney's Office, or have any pending criminal charges, of any felony or a misdemeanor directly relating to the business or operation of a Towing Company – regardless of whether civil rights have been restored.
- d) The Towing Company shall not hire or retain any wrecker driver, permanently or temporarily, who has been convicted of the offense of driving under the influence of alcohol or any controlled substance or chemical substance to the extent that normal faculties are impaired or driving with an unlawful blood alcohol level, or of any criminal traffic offense.

10. RADIO AND TELEPHONE COMMUNICATIONS

The Towing Company shall provide a two-way radio communications system between their office and all tow trucks operated by the Towing Company. The Towing Company shall maintain a direct telephone line for incoming Police calls.

11. NON-EXCLUSIVENESS OF SERVICE

The Towing Company agrees that the owner or person in possession of any vehicle which has been incapacitated shall have the opportunity of contacting a wrecker or tow company of his or her own choice if the disabled vehicle does not create a hazardous condition and a reasonable response time

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can be expected. Said person, at the accident or place of incapacity, shall be given the opportunity of having such vehicle towed to a location other than the storage facility of the Towing Company.

12. BENEFITS FROM REPAIRS PROHIBITED

The Towing Company shall not benefit directly or indirectly, without the express written consent of the owner of the vehicle, or the owner's designated representative, from any motor vehicle repair or painting with respect to vehicles towed and/or stored by the Towing Company under the terms and provisions of any agreement between the City and the Towing Company. Any such agreement between the Towing Company and the owner shall state the repairs/painting to be done as well as the price and terms of payment therefore.

13. LIABILITY OF TOWING COMPANY

The liability of the Towing Company for any towed vehicle and all property contained therein shall commence at the time a wrecker is hooked to any vehicle to be towed. The Towing Company or its employee, representative, or agent shall inventory all personal property contained in the vehicle to be towed or endorse the inventory prepared by the Police Officer in charge.

14. PERSONAL PROPERTY IN VEHICLES

To the extent provided by law, the Towing Company shall be accountable and liable for damage or loss to all personal property in the vehicles towed and for all vehicle accessories. Personal property situated in a vehicle stored by the Towing Company shall not be disposed of to defray any charges for storage or towing of the vehicle, except as provided by law. All such personal property must be returned at once, unless directed otherwise by the City, to the owner or person entitled to legal possession thereof upon proper proof of ownership or right to possession. The determination of the owner or person entitled to legal possession shall be made by the Towing Company. Should the Towing Company release any personal property, the owner or person entitled to possession thereof shall receipt the Towing Company for the same.

15. RELEASE OF THE VEHICLE

The Towing Company agrees to release any vehicle, which has not been marked "HOLD" to the proper owner, or person entitled to possession of the vehicle. The tow company will release the vehicle to the owner of the vehicle or the person that was in custody of the vehicle at the time of the tow. It will be presumed that said person was in custody of the vehicle if the person has the car key for said vehicle. Any vehicle, which has been marked "HOLD" by the Holly Hill Police Department, cannot be released without prior authority from the Police Department. The Towing Company shall require proper proof of ownership or right to possession before releasing a vehicle, and the Towing Company shall be given a receipt for the vehicle.

16. POSTING CHARGES AND ACCEPTANCE OF CREDIT CARDS

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The Towing Company shall prominently post a sign at the storage facility in such a manner that it is conspicuous to the public, which lists the charges to be imposed upon persons whose vehicles are towed pursuant to this Agreement. As to such persons, the Towing Company shall not impose any charges that exceed such posted or listed amounts. If the tow company accepts payment by credit card in any aspect of its business operations, then the tow company must accept credit cards as payment for city authorized tows and storage. The credit card payment must be accepted for every item charged for the release of the vehicle.

17. ITEMIZED STATEMENTS

Should any owner or person entitled to possession of a towed and/or stored vehicle seek to reclaim the same from the Towing Company, the Towing Company shall provide such owner or such person offering title to possession with an itemized statement of all charges relating to the towing and storage of such vehicle.

18. INDEMNIFICATION

The Towing Company shall indemnify and hold harmless the City of Holly Hill and its agents, officers and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from the work provided that the claim, damage, loss and expense is caused in whole or in part by any negligent act or omission of the City, the Towing Company, any subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

19. INSURANCE

a) Required Insurance:

The Towing Company shall purchase and maintain, at its own expense, the following types and amounts of insurance, in form and companies satisfactory to the City:

1. Workers' Compensation Insurance:

Workers' Compensation Insurance for all employees of the Towing Company connected with the work, which is the subject of this Agreement. The insurance required by this provision shall comply fully with the Florida Workers' Compensation Law and include Employers Liability Insurance with limits of not less than \$500,000 per occurrence. No class of employee, including the Towing Company itself, if an individual, shall be excluded from the Workers' Compensation coverage.

2. Liability Insurance:

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General Liability Insurance, including coverage for operations, products - completed operations, and personal injury insuring the Towing Company and any other interests, including but not limited to any associated or subsidiary companies involved in the work.

Automobile Liability Insurance which shall insure claims for damages because of bodily injury or death of a person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the Towing Company for the work which is the subject of this Agreement. The Liability Insurance shall include contractual liability insurance applicable to the Towing Company's obligations under Paragraph 18 of this Agreement.

The Liability Insurance shall name the City of Holly Hill as an additional insured. The General and Automobile Liability Insurance shall each have a limit of liability of no less than \$500,000 for injury or death and no less than \$1,000,000 for injury or death to two or more persons as a result of any one occurrence and no less than \$250,000 for property damage to one or more persons as a result of any one occurrence, or in lieu thereof, a combined single limit for bodily injury and property damage of no less than \$1,000,000. If insurance coverage is provided with a general aggregate, then the aggregate shall be in an amount of no less than \$2,000,000. The limit of liability for personal injury shall be no less than \$1,000,000 and the limit of liability for contractual liability shall be no less than \$1,000,000.

3. Garage Keepers Legal Liability Insurance:

Garage Keepers Legal Liability Insurance in an amount reasonably sufficient to protect the owners of any and all vehicles towed or stored by the Towing Company, pursuant to this Agreement, from loss or damages to such vehicle on account of such removal or storage. The insurance may be provided with a deductible in an amount deemed acceptable to the City Manager.

b) Proof of Insurance

The Towing Company shall furnish proof of insurance acceptable to the City prior to or at the time of execution of the Agreement and the Towing Company shall not commence work under this Agreement until all the insurance required under this Agreement has been obtained and filed with and approved by the City. The Towing Company shall furnish evidence of all required insurance in the form of certificates of insurance which shall clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates, and shall contain the following language as to cancellation:

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- c) In the event of cancellation of this policy by the insurer or any insured, this company shall give not less than thirty (30) days advance written notice to:

City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

- d) If requested by the City, the Towing Company will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the City. The Towing Company shall file replacement certificates thirty (30) days prior to expiration or termination of the required insurance occurring prior to the expiration of this Agreement. In the even such insurance shall lapse, the City expressly reserves the right to renew the insurance at the Towing Company's expense.

20. RECORDS, BOOKS, AND PAYMENT

The City reserves the right, during normal business hours, to inspect and audit the Towing Company records pertaining to service provided under this Agreement. All records must be maintained at one central location as provided hereinafter. Additionally, the monthly sum payable to the City by the Towing Company will be submitted to the office of the City Finance Director on the first day of each month for the duration of this contract, along with information contained in subparagraph (b) below. The Towing Company shall maintain for one (1) year following the towing of any vehicle towed under authority of the Police Department the following records of such tow:

- a) Where the vehicle was towed from; the date towed; the driver who towed the vehicle; where it was towed to; a complete description of the vehicle; the name and address of the registered owner; the disposition of the vehicle; the date the vehicle was released or disposed of; and all correspondence sent or received concerning said vehicle.
- b) The Towing Company shall be required to submit a list of all vehicles towed under authority of the Police Department by the seventh (7th) day of each month for the previous month services, describing each vehicle by Make, Year, Model, VIN, Tag Number, Towing/Storage charges, invoice of the towed vehicle, method of payment by vehicle owner, vehicle owner name, address, and telephone number for auditing purposes.

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- c) The Towing Company shall be required to pay a 15% late payment penalty for any required monthly payment received after the close of business on the 15th day of each month for the duration of this contract.

21. RIGHT TO CANCEL SERVICE CALL

The City shall have the right to cancel a request for Towing Company services until the time the wrecker arrives on the scene, and there shall be no charge to the City or the vehicle operator/owner. When a wrecker is to be canceled, it must be canceled over the police radio prior to the wrecker's arrival on the scene. The term "arrives on the scene" is construed to mean that the responding wrecker has arrived within the close physical proximity of the vehicle to be towed and the wrecker has stopped in preparation to perform the towing service.

22. COMPLIANCE WITH LAWS

The Towing Company agrees to and shall comply with all applicable provision of the Florida Statutes, including Section 316.530, and all applicable City ordinances.

23. CASH BOND

Prior to the effective commencement date of this Agreement, the Towing Company shall deliver cash or check in the amount of 1/28th of the total contract to be placed with the City upon award of the contract in the event:

- a) The Towing Company fails to provide wrecker service required by this Agreement, for the purpose of defraying costs incurred by the City in making adequate arrangements for the removal of vehicles.
- b) The Towing Company breaches the terms of this Agreement and it is terminated by the City as provided in Section 24 entitled BREACH OF AGREEMENT, for the purpose of defraying the cost of re-bidding this Agreement.

24. BREACH OF AGREEMENT

- a) The City may, by written notice to the Towing Company, terminate this Agreement in whole or in part, at any time, either for the City's convenience or because of the failure of the Towing Company to fulfill its Agreement obligations. Upon receipt of such notice, Towing Company shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to the City all data, drawings, specifications, reports, estimates, summaries and any and all such other information and materials of whatever type or nature as may have been accumulated by the Towing Company in performing this Agreement, whether completed or in process.

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- b) If the termination is for the convenience of the City, Towing Company shall be paid compensation for services performed to the date of termination.
- c) If the termination is due to the failure of Towing Company to fulfill its Agreement obligations, City may take over the work and prosecute the same to completion by other agreements or otherwise. In such case, Towing Company shall be liable to City for all reasonable additional costs occasioned to the City thereby. Towing Company shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the Towing Company; provided, however, that Towing Company shall be responsible and liable for the actions of its subcontractors, agents, employees, persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of City in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of the Towing Company.
- d) If after notice of termination for failure to fulfill its agreement obligations it is determined that Towing Company had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of City. In such event, adjustment in the Agreement price shall be made as provided for in subsection (b) of this Section.
- e) The rights and remedies of City provided in this section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.
- f) It shall be the right of the City Manager and any officials of the City which he may designate to observe closely the wrecker service operations and if, in the opinion of the City Manager, there has been a breach of contract, the City Manager shall so notify the Towing Company, in writing, specifying the manner in which there has been a breach of contract. If, within a period of seven (7) days, the Towing Company has not eliminated the condition considered to be a breach of contract to the satisfaction of the City Manager, the City Manager may make a recommendation to the City Commission that the agreement be terminated. The termination shall be placed on the agenda of a City Commission meeting and the Towing Company shall be given notice of the agenda item. If the City Commission finds that the Towing Company breached the Agreement, the City Commission may declare the Agreement terminated immediately and the cash bond forfeited.
- g) In addition to terminating this Agreement, the City may recover from the cash bond all administrative costs as provided by Section 23 of this Agreement.
- h) The City may, if it so elects pursue any other remedies provided by law for breach of this Agreement or any of its terms, covenants, conditions, or stipulations. No

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right or remedy herein conferred upon or reserved to the City or Towing Company is intended to be exclusive of any other right or remedy, and each and every right and remedy given hereunder, or now or hereafter existing at law or at equity or by statute.

25. MISLEADING, DISHONEST AND ILLEGAL PRACTICES

The Towing Company warrants that it has not and will not engage in any misleading, dishonest, or illegal practices with regard to the operation of its business operations, including but not limited to vehicles towed pursuant to this Agreement, or any other agreement with the City, and shall charge owners of vehicles towed pursuant to this Agreement only those amounts permitted under this Agreement for those services covered by this Agreement. In the event that an overcharge or other violation covered by this paragraph is reported to the City, the City shall promptly notify the Towing Company of the alleged violation. If a satisfactory explanation is not received by the City within twenty-four (24) hours from the Towing Company, or the violation is not otherwise remedied and assurances given that similar violations will not occur in the future, within the twenty-four (24) hour period the violation may be reported to the City Commission for cancellation of this Agreement or other appropriate action as provided by Section 24 herein.

26. MISCELLANEOUS

- a) The descriptive headings appearing in this Agreement are for convenience only and are not to be construed either as a part of the terms and conditions hereof or as any interpretation thereof.
- b) The bid documents and specifications, attached hereto, are made a part of this Agreement.
- c) It is mutually understood and agreed that nothing contained in this Agreement is intended, or shall be construed, as in any way creating or establishing the relationship of co-partner or joint ventures between the parties hereto or as constituting the Towing Company as agent or representative of the City for any purpose or in any manner whatsoever.
- d) The Towing Company shall not assign this Agreement and its rights hereunder, in whole or in part, except with the prior written consent of the City.
- e) This Agreement shall be governed by the laws of the State of Florida.
- f) Venue for any legal proceedings regarding this Agreement shall be in Volusia County, Florida.
- g) In the event either party is required to file suit to enforce this Agreement, the prevailing party shall be reimbursed reasonable attorneys' fees and costs.

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The undersigned parties, being fully advised of the above terms and conditions, do hereby freely and voluntarily execute this Renewal.

City of Holly Hill, Florida

Wrecker Service:

By: _____

By: Amanda Balboa

Title: _____

Title: Treasurer

Date: _____

Date: 05/05/2016

Attest:

Valerie Manning, City Clerk

Attachment: Arrow Service & Towing (1336 : Towing Agreement Award)

**CITY OF HOLLY HILL, FLORIDA
REQUEST FOR BIDS
TOWING COMPANY AGREEMENT
BID NUMBER 2016-PD-002**

BID RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

City Clerk, City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that is in the form of this Request for Bid (BID) and to provide all services, as specified or indicated in the BID Documents, in full accordance with the terms and conditions set forth therein.

SUBMITTER accepts all of the terms and conditions of the Bid Conditions, and the Wrecker Service Agreement. SUBMITTER will sign the Contract and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the BID Documents and of the following Addenda:

Addendum Date

Addendum Number

Receipt of all of which is hereby acknowledged.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham BID; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

Attachment: Arrow Service & Towing (1336 : Towing Agreement Award)

THIS RESPONSE IS SUBMITTED BY:COMPANY NAME: J & A Balboa Enterprises, Inc DBA Arrow Service & Towing

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: 541 Carswell Ave Holly Hill, FL 32117_____
_____PHONE NO.: (386) 255-2138 FAX NO.: (386) 252-8469BIDDER'S NAME: Amanda Balboa
(Typed or Printed in Ink)TITLE: TreasurerAUTHORIZED SIGNATURE: I,  hereby
(Original signature required in each document)

declare that I have read and fully understand the BID Documents, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

Our twenty-eight (28) month Bid is \$1,405.41 x 28 months = \$39,351.48

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PLEASE ENSURE THAT YOU HAVE SIGNED THE BID RESPONSE FORM OF THIS REQUEST FOR BID. OMISSION OF A SIGNATURE ON THAT PAGE WILL RESULT IN REJECTION OF YOUR BID.

Attachment: Arrow Service & Towing (1336 : Towing Agreement Award)

CITY OF HOLLY HILL, FLORIDA
REQUEST FOR BIDS
TOWING COMPANY AGREEMENT
BID NUMBER 2016-PD-002

NON-CONFLICT OF INTEREST STATEMENT & LITIGATION STATEMENT

- ☒ To the best of our knowledge, the undersigned Towing Company has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned Towing Company, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.
- ☒ The undersigned Towing Company has had no litigation on any project in the last five (5) years.
- ☐ The undersigned Towing Company, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

J & A Balboa Enterprises, Inc DBA Arrow Service & Towing
COMPANY NAME


AUTHORIZED SIGNATURE

Amanda Balboa
NAME (PRINT OR TYPE)

Treasurer
TITLE

5/5/16
DATE

Attachment: Arrow Service & Towing (1336 : Towing Agreement Award)

**CITY OF HOLLY HILL, FLORIDA
REQUEST FOR BIDS
TOWING COMPANY AGREEMENT
BID NUMBER 2016-PD-002**

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

J & A Balboa Enterprises, Inc DBA Arrow Service & Towing
Company Name

Authorized Signature

Amanda Balboa
Print Name

Treasurer

Title

Technical Qualifications

1. Contractors past experience and performance on government engagements of comparable size and complexity.

Florida High Patrol

1551 E International Speedway Blvd DeLand, FL 32720

(386) 736-5350, Ext. 105 Lt. Kevin Vaughn, & Lt. Justin Asbill

Serviced: for over 30 years, currently serving.

City of Ormond Beach

22 S Beach St Ormond Beach, FL 32174

(386) 676-3223 Purchasing Coordinator Christopher Byle

Serviced: Since 2005, currently serving.

Daytona Beach Shores Police Department

3050 S Atlantic Ave Daytona Beach Shores, FL 32118

(386) 763-5321 Public Safety Dir. Stephan Denbinsky

Serviced: 2006-2011

2. Storage facilities must be located within 7 miles of the City of Holly Hill.

J & A Balboa Enterprises, Inc DBA Arrow Service & Towing is located within the City of Holly Hill, with its main storage facility address as 600 Carswell Ave Holly Hill, FL 32117.

3. Response Time

J & A Balboa Enterprises, Inc DBA Arrow Service & Towing understands we must respond to all calls within twenty minutes from inception of the call from central dispatch or any authorized representative of the City.

4. Primary Storage

J & A Balboa Enterprises, Inc DBA Arrow Service & Towing understands the storage facility must be open, or an employee must be on immediate call twenty-four hours a day, seven days a week, including holidays.

5. Rate Structure

J & A Balboa Enterprises, Inc DBA Arrow Service & Towing understands it must comply with Volusia County towing rate structure.

6. Storage

J & A Balboa Enterprises, Inc DBA Arrow Service & Towing complies with storage requirements of 200 spaces, with appropriate sizing per vehicle. Facility is completely fenced in. We have two in door storage units.

7. Wreckers

J & A Balboa Enterprises, Inc DBA Arrow Service & Towing owns 13 total units out-right. Wreckers include seven Class A units-wrecker and rollbacks, one Class B rollback, one Class B wheel lift, Two Class C Wreckers, one Landall, one Low-Boy.

8. Bidders must carrier minimum insurance requirements

J & A Balboa Enterprises, Inc DBA Arrow Service & Towing meets all minimum requirements of insurance for workers compensation and general liability, and garage keepers legal liability insurance. Please see attached Insurance Certificates. (Attachment B)

9. Surety Bond

J & A Balboa Enterprises, Inc DBA Arrow Service & Towing will place a cash surety performance bond to be placed on file with The City of Holly Hill upon award of contract.

10. Owners, Agents, or Employees

No owner, agents or employees of J & A Balboa Enterprises, Inc DBA Arrow Service & Towing are convicted felons or first-degree misdemeanor involving the operation of a wrecker service within the last ten years.

Fee Proposal

J & A Balboa Enterprises, Inc DBA Arrow Service & Towing proposes a monthly bid of \$1405.41, which is a total all-inclusive bid. A maximum annual fee for each year of engagement shall not exceed \$16,864.92.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/29/2016

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

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

PRODUCER Chase Insurance Agency, Inc 333 N W 70 Ave; #108 Plantation FL 33317		CONTACT NAME: Angela Crow PHONE (A/C, No, Ext): 954-792-4300 FAX (A/C, No): 954-791-9344 E-MAIL ADDRESS: Angela@chaseinsurance.net	
INSURED J & A Balboa Enterprises, Inc. DBA Arrow Wrecker Service PO Box 250072 Holly Hill FL 32125-0072		INSURER(S) AFFORDING COVERAGE INSURER A: State National Ins Co Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 12831	

COVERAGES

CERTIFICATE NUMBER: 1364354687

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:		XNDP-00775-02	5/1/2016	5/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS		XNDA-00775-02	5/1/2016	5/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A A	Grgkprs Legal Liab On Hook & Cargo		XNDA-00775-02 XNDP-00775-02	5/1/2016 5/1/2016	5/1/2017 5/1/2017	\$500 Deductible \$120,000 Limit \$1,000 Deductible \$500,000

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

Locations: 541 Carswell Ave & 600 Carswell Ave, Holly Hill, FL
 Loc Cov: 541 Carswell Ave & 600 Carswell Ave, Holly Hill, FL

CERTIFICATE HOLDER

CANCELLATION

City of Holly Hill 1065 Ridgewood Ave Holly Hill FL 32117	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/2/2016

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

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

PRODUCER SUNZ Insurance Solutions, LLC. ID: (Impact) c/o Impact Staff Leasing, Inc. 1315 W Indiantown Road Second Floor Jupiter, FL 33458	CONTACT NAME: Impact Staff Leasing PHONE (A/C, No, Ext): 561-743-0065 FAX (A/C, No): E-MAIL ADDRESS: kim@signaturestaffinginc.com INSURER(S) AFFORDING COVERAGE <table style="width: 100%;"> <tr> <td style="width: 80%;">INSURER A: Benchmark Insurance Company</td> <td style="width: 20%;">NAIC #</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: Benchmark Insurance Company	NAIC #	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER A: Benchmark Insurance Company	NAIC #												
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													
INSURER F:													

INSURED
 Impact Staffing Leasing, Inc.
 1315 W. Indiantown Rd. Second Floor
 Jupiter FL 33458

COVERAGES

CERTIFICATE NUMBER: 28404001

REVISION NUMBER:

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

WSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCPEOBN000701	1/1/2016	1/1/2017	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Workers Compensation						
C	Excess Coverage						

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

Coverage provided for all leased employees but not subcontractors of: J & A Balboa Enterprises Inc dba Arrow Service Towing
 Effective date: 1/1/2016

CERTIFICATE HOLDER

1396

City of Holly Hill
 1065 Ridgewood Ave
 Holly Hill, FL 32117

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Glen J Distefano

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ACORD 26 (2014/01)

The ACORD name and logo are registered marks of ACORD

26404001 | Master Certificate | Kimera Baumgarten | 2/2/2016 10:44:25 AM (PST) | Page 1 of 1



1066 Ridgewood Avenue, Holly Hill, Florida 32117 Phone: (386) 248-9442 Fax: (386) 248-9498

BUSINESS TAX RECEIPT

EXPIRATION DATE: September 30, 2016

ISSUED TO: ARROW WRECKER SER AKA J&A ENT
POST OFFICE BOX 250072

HOLLY HILL FL 32125-0072

LICENSE YEAR: 10/15-09/16
LICENSE NUMBER: 16-00020624
FEE: \$160.26

DATE: July 16, 2015

COMMENTS: ALSO AUTO REPAIR LICENSE
BUSINESS LOCATION: 541 CARSWELL AVE
BUSINESS OWNER: BALBOA, AL

VALID PROVIDING ALL STATE CERTIFICATION/REGISTRATION REQUIREMENTS ARE MET.

BUSINESS CLASSIFICATION

CODE	DESCRIPTION	AMOUNT
14870	AUTO WRECKER/TOWING - FIRST VEHICLE	63.00
00001	SIGN POLE #1	0.25000 X 6.10 = 1.53
00002	SIGN POLE #2	0.25000 X 10.90 = 2.73
00100	ANNUAL FIRE INSPECTION	30.00000 X 1.00 = 30.00
14845	VEHICLE REPAIR	63.00000 X 1.00 = 63.00

- THIS DOCUMENT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS, PENALTY FOR FAILURE TO DO SO.
- TAX RECEIPT DOES NOT GUARANTEE JOB AND/OR WORK PERFORMANCE.
- BUSINESS MUST COMPLY WITH CITY ORDINANCES.



1066 Ridgewood Avenue, Holly Hill, Florida 32117 Phone: (386) 248-9442 Fax: (386) 248-9498

BUSINESS TAX RECEIPT

EXPIRATION DATE: September 30, 2016

ISSUED TO: ARROW WRECKER SERVICE
POST OFFICE BOX 250072

HOLLY HILL FL 32125-0072

LICENSE YEAR: 10/15-09/16
LICENSE NUMBER: 16-00020770
FEE: \$93.00

DATE: July 16, 2015

COMMENTS:

BUSINESS LOCATION: 600 CARSWELL AVE
BUSINESS OWNER: BALBOA, AL

VALID PROVIDING ALL STATE CERTIFICATION/REGISTRATION REQUIREMENTS ARE MET.

BUSINESS CLASSIFICATION

CODE	DESCRIPTION	AMOUNT
74310	STORAGE/WAREHOUSE	63.00
00100	ANNUAL FIRE INSPECTION	30.00000 X 1.00 = 30.00

- THIS DOCUMENT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS, PENALTY FOR FAILURE TO DO SO.
- TAX RECEIPT DOES NOT GUARANTEE JOB AND/OR WORK PERFORMANCE.
- BUSINESS MUST COMPLY WITH CITY ORDINANCES.

2015/2016

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 - 386-736-5938



Receipt # 198302010037 Expires: September 30, 2016
Business Location: 541 CARSWELL AV

Business Name: ARROW WRECKER SERVICE INC
Owner Name: AL BALBOA
Mailing Address: P O BOX 250072
HOLLY HILL, FL 321250072

BUSINESS TYPE	CODE	COUNT	TAX
Business Service	471	5	\$22.00
Hazardous Waste Fee	820		\$37.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

**THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE
POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

Volusia County Business Tax Receipt

Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 - 386-736-5938

DATE PAID: 07/13/2015

PAYMENT Lockbox-14-00087199

RECEIPT #:

Business Name: ARROW WRECKER SERVICE INC
Owner Name: AL BALBOA
Mailing Address: P O BOX 250072
HOLLY HILL, FL 321250072

TOTAL TAX: 59.00

PENALTY: 0.00

TOTAL PAID: 59.00

Receipt # 198302010037 Expires: September 30, 2016
Business Location: 541 CARSWELL AV

PLEASE DETACH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS

Attachment: Arrow Service & Towing (1336 : Towing Agreement Award)

LICENSE CERTIFICATE

STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND
MOTOR VEHICLES
DIVISION OF MOTORIST SERVICES

J & A BALBOA ENTERPRISES INC
PO BOX 250951
DAYTONA BEACH, FL 32125-0951

License

FOR AN INDEPENDENT DEALER IN
MOTOR VEHICLES

LICENSE NUMBER
VI/1012536/1

PRIMARY LOT

EFFECTIVE DATE

04/22/2014

EXPIRATION DATE

04/30/2016

THIS CERTIFIES, THAT

J & A BALBOA ENTERPRISES INC

AT 541 CARSWELL AVE
HOLLY HILL, FL 32117

IS HEREBY LICENSED UNDER THE PROVISIONS OF SECTION

320.27, FLORIDA STATUTES TO CONDUCT AND CARRY ON BUSINESS AS
AN INDEPENDENT DEALER IN MOTOR VEHICLES AT THE ABOVE
DESCRIBED LOCATION

GIVEN UNDER MY HAND AND SEAL THE ABOVE DATE WRITTEN.

Ed Broyles

BUREAU CHIEF



Chas. B. Walker

DIRECTOR

HSMV 84103 (REV. 2/11)S

STATE OF FLORIDA

VOID
IF
ALTERED

VOID
IF
ALTERED

Attachment: Arrow Service & Towing (1336 : Towing Agreement Award)

Invoice

UNIVERSAL TOWING INC.
542 LPGA BLVD.
HOLLY HILL FL 32117
386-255- 0203

Invoice #: 51358
Invoice Date: 02/02/16
P.O. #: 160404

Bill To:
HOLLY HILL POLICE DEPT.
1065 RIDGEWOOD AVE
HOLLY HILL, FL 32117

Owner Information:
CHRISTOPHER BRION SHAFER
65 BLARE CASTLE DR
PALM COAST FL 32137

Vehicle Description	VIN	License	State
1992 Ford Bronco GREEN	1FMEU15N3NLA60473	67ECI	FL
Location	Destination		
200 BLK LPGA	*LOT		

Description	Amount
Towing	\$125.00
Transfer:	\$60.00
Admin Fee:	\$60.00
Storage - In: 02/02/16 Out: 02/09/16 7.0 days @ \$ 25.00	\$175.00
Tax	\$15.28

ORIGINAL

I, the undersigned do hereby
legally authorized and entitled to take
possession of the above described vehicle and
personal property therein. I have received vehicle
/all personal property in satisfactory condition

Total	\$435.28
Discount	\$0.00
Amount Paid	-\$435.28
Balance Due	\$0.00

Signature: _____

Attachment: Universal false billing receipts (1336 : Towing Agreement Award)

Invoice

UNIVERSAL TOWING INC.
542 LPG A BLVD.
HOLLY HILL FL 32117
386-255- 0203

Invoice #: 51358
Invoice Date: 02/02/16
P.O. #: 160404

Bill To:

HOLLY HILL POLICE DEPT.
1065 RIDGEWOOD AVE
HOLLY HILL, FL 32117

Owner Information:

CHRISTOPHER BRION SHAFER
65 BLARE CASTLE DR
PALM COAST FL 32137

Vehicle Description	VIN	License	State
1992 Ford Bronco GREEN	1FMEU15N3NLA60473	67ECI	FL
Location	Destination		
200 BLK LPGA	*LOT		

[illegible]

Signature: _____

Attachment: Universal false billing receipts (1336 : Towing Agreement Award)

Invoice #: 51511
Invoice Date: 02/13/16
P.O. #: 160527

Owner Information:

HOLLY HILL POLICE DEPT.
1065 RIDGEWOOD AVE
HOLLY HILL, FL 32117

Vehicle Description	VIN	License	State
2002 Toyota Corolla	1NXBR12E12Z564292	381HQL	FL
Location	Destination		
1500 RIDGEWOOD HOLLY HIL	*LOT		

[illegible]

Signature: _____

Invoice

UNIVERSAL TOWING INC.
542 LPGA BLVD.
HOLLY HILL FL 32117
386-255- 0203

Invoice #: 51511
Invoice Date: 02/13/16
P.O. #: 160527

Bill To:

HOLLY HILL POLICE DEPT.
1065 RIDGEWOOD AVE
HOLLY HILL, FL 32117

Owner Information:

Vehicle Description	VIN	License	State
2002 Toyota Corolla	1NXBR12E12Z564292	381HQL	FL
Location	Destination		
1500 RIDGEWOOD HOLLY HIL	*LOT		

[illegible]

Signature: _____

Holly Hill Police Department records vs. Fryer's Towing records

January 2015 (Fryer's reported 6 vehicles/ HHPD records indicate 19 vehicles towed)

- 15-0111 1/12/2015 1998 FOED PK (CMJQ75) 1FTYR14UWPA44609
 - 1/12/2015 2000 MERC (DV9640B) 4M2XV14T5YDJ02189
- 15-0117 1/12/2015 1997 BMW 4/D (588AGJ) WBACD4325VAV46863
- 15-0143 1/15-2015 2001 CHEV PK (BUMZ21) 1GCHC23141F192015
- 15-0146 1/15/2015 2010 NISS ALT (AIZ8F) 1N4AL2AP4AN456046
- 15-0169 1/17/2015 2015 CHEV 2/D (CWQY80) 1G1YJ2D79F5102811*(vin one digit off) listed
 - 1/17/2015 2005 HD MC (6518NC) 1HD1DJV175Y685315*(wrong case #) listed
- 15-0185 1/19/2015 2003 FORD 4/D (M572NN) 1FAFP33P23W204905
- 15-0225 1/23/2015 2014 HOND ACC (3516PE) 1HGCR2F37EA209772
- 15-0284 1/28/2015 2001 CADI (CBQG48) 1G6KF57861U267083
- 15-0308 1/30/2015 2001 CHEV 4/D (J510HK) 1GNCS13W11K211797
- 15-0312 1/30/2015 2006 MERC MAL (BBYV83) 4M2EU388X6ZJ00093
- 15-0318 1/30/2015 2007 MITS 4/D (018RHR) 4A3AB36F57E037728
 - 1/30/2016 1998 HOND 4/D (BFS5R) 1HGGC5641WA159579
- 15-0324 1/31/2015 1996 FORD PK (ROBHZ) 2FTEF15N4TCA23664

June 2015 (Fryer's reported 8 vehicles / HHPD records indicate 15 or 16 vehicles towed)

- 15-1765 6/3/2015 2014 DODG 4/D (CACG56) 2C3CDXBG4EH146879
- 15-1786 6/5/2015 2001 NISS 2/D (937QHR) 1N4DL01D41C126983
- 15-1896 6/14/2015 2007 NISS ALT (4147GQ) 1N4BL21E47N405979
- 15-1918 6/16/2015 2002 FORD TAU (Z6FKC) 1FAHP59S32A223717 *(unk if towed)
 - 6/16/2015 2002 PONT GRM (5123PL) 1G2NV12E52C267663
- 15-1969 6/20/2015 2006 KAWK MC (246-1LF) JKBVNKE156A000671
- 15-2052 6/26/2015 2000 CHRY SEB (578WQM) 3C3EL55H8YT231191
 - 6/26/2015 1995 NISS ALT (CPXB96) JN1CA21D9ST027628

November 2015 (Fryer's reported 5 vehicles/ HHPD records indicate 9 vehicles towed)

- 15-3621 11/07/2015 1998 HOND (E362GV) *towed at owner request thru HHPD (intox. Driver)
- 15-3645 11/10/2015 2002 JAGU XTY (387JDI) SAJEA53D62XC38951
 - 11/10/2015 2007 CHEV HHR (ASXB51) 3GNDA33P17S562427
- 15-3820 11/27/2015 1999 CHEV 4/D (ESRL94) 2G1WL52MXX9206661

During the three sample months reviewed, Fryer's towing reported towing a total of 19 vehicles. During the same evaluation period the police department's records indicated a total of 43 or 44 vehicles towed. The figures extrapolated out for 12 months would indicated a huge difference in expected tows between the figures supplied by Fryer's and the reported tows by a review of the police reports.

Attachment: Fryers misrepresented sampling of tows (1336 : Towing Agreement Award)

**Towing Company Agreement
BID # 2016-PD-002**

Arrow Service and Towing - \$39,351.48

RESPONSIVE/ RESPONSIBLE BIDDER

J&A Balboa Enterprises, Inc. d/b/a Arrow Service and Towing.

Proposal was found to be complete with all information properly filled out and provided according to the RFB.

V. Bid Evaluation

B. Technical Qualifications

1. The Towing Company's past experience and performance on government engagements of comparable size and complexity.

During the period of time from February 2016 through May 2016 while Arrow Service and Towing has been providing towing services for the City of Holly Hill, no discrepancy have been noted.

Fryers Towing Services - \$60,973.64

NON-RESPONSIVE/RESPONSIBLE BIDDER

Landua Enterprises, Inc. d/b/a Fryers Towing Service.

V. Bid Evaluation

B Technical Qualifications

10. No owner, partner, employee, or agent of the Towing Company shall have been convicted, entered a plea of "no contest", entered into a "Differed Prosecution Agreement" with the State Attorney's Office, or have any pending criminal changes, of any felony or a misdemeanor directly relating to the business or operation of a Towing Company – regardless of whether civil rights have been restored.

Glenn Landau was arrested on Feb. 12th, 2015 and charged with Grand Theft Auto 812.014 (3rd degree felony) and Liens for Recovering, towing or storage of vehicles 713.78 (misdemeanor). These charges are still pending. These criminal charges arose from and are related to the bidder's operation as a wrecker service and the fact that Glenn Landau, as President of Landau Enterprises and as the Operations Manager of Fryers Towing Service, allegedly authorized and directed the alleged illegal activity.

On April 29, 2016, one day after the bids were released to the public and seven days before the bids were required to be filed with the City, Landau Enterprises, Inc. submitted its annual corporate renewal report indicating that Mr. Glenn Landua was removed as an officer of the corporation. However, according to the public records of the Florida Department of State, Division of Corporations, since 1995 Glenn Landau has served in the position(s) of either President, Vice-President, Secretary or Treasurer or a combination thereof of Landau Enterprises, Inc.

First, removing Glenn Landau as an officer of the bidder immediately before submitting the bid after over 20 years of service with the bidder without any explanation other than a verbal statement during bid openings that Glenn Landau was no longer employed by the bidder is very suspicious and appears to be superficially done in an attempt to comply with the bid requirements. Furthermore,

the fact that Glenn Landau is no longer employed by the bidder does not result in compliance with the bid documents. The bid documents not only prohibit employees from having pending charges, but also owners, partners and agents. The City requested corporate documents to prove that Mr. Landau had no relationship with the bidder, but no documents have been provided.

Lastly, between January 8, 2016 and January 11, 2016 the bidder submitted a bid for the same towing services and Glenn Landau was identified as the Operations Manager. Although the criminal charges were pending against Glenn Landau, the difference is that the bid requirements only prohibited an owner, employee, principal or agent who had been convicted. Glenn Landau had only been charged with a crime as discussed above, not convicted. The City rejected all bids and one of the changes in the current bid documents was to expand the prohibition related to criminal issues to include not only convicted, but also pending criminal charges at the time the bid was submitted. It is apparent that bidder did not believe the pending criminal charges against Glenn Landau warranted allegedly severing all ties with said individual until the City's bid documents prohibited a bidder from having employees, owners, etc. with pending criminal charges.

The purpose and intent of criminal prohibition in the bid documents is to assure that individuals with a criminal issues, either in the past or pending, have no involvement with the operations of the bidder. The bidder is a family-run business that has been under the apparent direction and control of Glenn Landau for a quarter of a century and there are pending criminal charges against Glenn Landau based on the towing operations of the bidder. It is not a creditable nor reasonable assertion by the bidder that Glenn Landau suddenly has no involvement with the bidder.

IV Bid Requirements

SECTION B Technical Bid General Requirements

3. Conflict of Interest:

Although bidder has provided information with regard to court cases, the information under this section was not checked. The non-conflict of interest statement & litigation statement form was not completed properly.

The bid requirements include the following:

The Towing Company shall list, and describe any relationships – professional, financial or otherwise that the Towing Company, any of its principals or employees, or any affiliate or subcontractor, may have with the City of Holly Hill, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in this Bid. Failure to disclose any such contractual or personal relationships will be cause for disqualification of the Bid.

Additionally, the Towing Company shall give the City written notice of any other relationships – professional, financial or otherwise – that the Towing Company, any of its principals or employees, or any affiliate or subcontractor, enters into with the City, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the agreement.

Mrs. Mary Aldrich is a contractor working for the bidder as the accountant. Mrs. Aldrich is married to the Holly Hill Chief of Police and although the Chief is not a party to Mrs. Aldrich's business, according to this section, this relationship should have been disclosed.

Attachments:

The non-conflict of interest statement & litigation statement form was not completed properly due to the failure to disclose the above conflict.

V. Bid Evaluation

B. Technical Qualifications

1. The Towing Company's past experience and performance on government engagements of comparable size and complexity.

The City and the bidder have had prior contractual relationship for towing services pursuant to the Towing Company Agreement dated February 1, 2013 – January 31, 2016.

Under Section 4. Rate Charged Owners of the 2013-2016 Agreement, Item (3) had been modified without the City's knowledge which allowed bidder other charges or fees than those specified in the City's agreement that was included as part of the bid documents for that contract. The City has reviewed all of the City's computers and servers and none of the towing agreement forms contained these modifications. Therefore the only reasonable conclusion is that the agreement was modified by a 3rd party. The City has an email in which it did forward the towing agreement to the bidder and the agreement was in a word format. Since the bidder was the only party to benefit from this modification and the modified agreement was signed and delivered to the City by the bidder, it is only reasonable to conclude that the bidder modified the agreement after the bid award for the bidder's benefit by allowing increased charges. Upon receipt the City executed the agreement without confirming that it was not changed. It was not until recently when the City was going out for a new towing service agreement was this discrepancy found.

Under Section 20. Records, Books, and Payment: The Towing Company shall maintain for one (1) year following the towing of any vehicle towed under authority of the Police Department the following records.

- (a) Where the vehicle was towed from; the date towed; the driver who towed the vehicle; where it was towed to; a complete disposition of the vehicle; the date the vehicle was released or disposed of; and all correspondence sent or received concerning said vehicle.
- (b) The Towing Company shall be required to submit a list of all vehicles towed under the authority of the Police Department every 30 days, describing each vehicle by Make, Year, Model, VIN, TAG Number.

The bidder did not comply with the terms of the 2013 – 2016 agreement as required and stated above in that the bidder did not submit the required information to the police department every 30 days.

Section 25. Misleading, Dishonest and Illegal Practices: The Towing Company warrants that it has not and will not engage in any misleading, dishonest, or illegal practices with regard to the operation of its business operations, including but not limited to vehicles towed pursuant to this Agreement, or

any other agreement with the City, and shall charge owners of vehicles towed pursuant to this Agreement only those amounts permitted under this Agreement for those services covered by this Agreement. In the event that an overcharge or other violation covered by this paragraph is reported to the City, the City shall promptly notify the Towing Company of the alleged violation. If a satisfactory explanation is not received by the City within twenty-four (24) hours from the Towing Company, or the violation is not otherwise remedied and assurances given that similar violations will not occur in the future, within the twenty-four (24) hour period the violation may be reported to the City Commission for cancellation of this Agreement or other appropriate action as provided by Section 24 herein.

The bidder provided false information regarding the number of tows in preparation of the January 2016 request for bids, creating an unfair advantage for bidder. In conducting a three month audit of tows, the bidder indicated a total of 19 tows when an audit of the police department records indicated a total of 43 tows. (See attachment) As a result, a new request for bids had to be issued after an internal review of the number of tows was determined for a full 12 month period by Police department records.

Also, during the term of the agreement the bidder engaged in conduct in the operations of the towing business that resulted in criminal charges being filed against the Glenn Landau, the President of the bidder at the time the alleged criminal conduct occurred.

Daytona Wrecker Service - \$28,175.84

NON-RESPONSIVE/RESPONSIBLE BIDDER

Jon Hall Chevrolet d/b/a Daytona Wrecker Service.

Attachments:

The non-conflict of interest statement & litigation statement form was not completed properly.

All boxes were checked indicating,

The bidder has no conflict of interest and has provided information which may be a conflict of interest.

The bidder has no litigation on any project over the past five years and also checked that by attachment to the form they submit a summary and disposition of individual cases of litigation for the past five years.

However, back up documentation indicated there were no conflict of interests and no litigations.

Universal Towing - \$4,550.00

NON-RESPONSIVE/RESPONSIBLE BIDDER

Universal Towing, Inc.

The Bid Proposal envelope was not identified properly in accordance with the bid specifications. This proposal has had pages of the agreement changed from the original document, additional pages have been added and the overall presentation of the proposal lacks professionalism.

Bidder presented a bid in which page 17 (as enumerated in their proposal) stated an annual amount of \$4,550.00 with a monthly payment of \$1,625.00. However, on page 2 (as enumerated in their proposal) that have stated an annual amount of \$18,024.00 with a monthly payment of \$1,502.00. Finally, Page 33 (as enumerated in their proposal) has stated a 28 month bid in the amount of \$4,550.00.

Page 12 (as enumerated in their proposal) has not be completed as required.

Page 2 (as enumerated in their proposal) has not be completed as required.

Page 31 (as enumerated in their proposal) has not be completed as required.

Attachments:

The non-conflict of interest statement & litigation statement form was not completed properly.
No boxes have been checked.

V. Bid Evaluation

B. Technical Qualifications

1. The Towing Company's past experience and performance on government engagements of comparable size and complexity.

Section 25. Misleading, Dishonest and Illegal Practices: *The Towing Company warrants that it has not and will not engage in any misleading, dishonest, or illegal practices with regard to the operation of its business operations, including but not limited to vehicles towed pursuant to this Agreement, or any other agreement with the City, and shall charge owners of vehicles towed pursuant to this Agreement only those amounts permitted under this Agreement for those services covered by this Agreement. In the event that an overcharge or other violation covered by this paragraph is reported to the City, the City shall promptly notify the Towing Company of the alleged violation. If a satisfactory explanation is not received by the City within twenty-four (24) hours from the Towing Company, or the violation is not otherwise remedied and assurances given that similar violations will not occur in the future, within the twenty-four (24) hour period the violation may be reported to the City Commission for cancellation of this Agreement or other appropriate action as provided by Section 24 herein.*

In February 2016 while the bidder was providing towing services to the City of Holly Hill, a review of the first two week of their customer billing indicted that bidder provided the City of Holly Hill with false receipts. Two receipts received by the City indicated billings significantly less than what the bidder actually charge to the customer. This practice is deceiving an in violation of the terms and condition of the agreement. (See attachment)



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

**City Commission
Agenda Item**

MEETING DATE: May 24, 2016
FROM: Thomas Harowski
SUBJECT: 1103 State Avenue Variance: The Applicant and Property Owner is Seeking a Variance of 250 Feet from the 250-Foot Setback Defining a Block Adjacent to LPGA Boulevard to Allow Establishment of an Automotive Repair Use.
NUMBER: (ID # 1333)
APPLICANT: John Oliva
PLANNER: Thomas Harowski

INTRODUCTION: The applicant and property owner is seeking a variance of 250 feet from the 250-foot setback defining a block adjacent to LPGA Boulevard to allow establishment of an automotive repair use. The Board of Planning and Appeals heard this case at their regular meeting of May 2, 2016 and recommended the City Commission grant the requested variance subject to the correction of any outstanding code violations that may be present on the property.

BACKGROUND: The subject property is at the northeast corner of the intersection of State Avenue with LPGA Boulevard. The property lies within the Redevelopment District Overlay which prohibits automotive repair on properties fronting on Ridgewood Avenue and LPGA Boulevard. On LPGA Boulevard, fronting is defined as the full depth of the property or 250 feet, whichever is less. The BOPA staff report provides additional background information.

FISCAL ANALYSIS:

This item has no budgetary impact to the City as it is neither a revenue or expenditure.

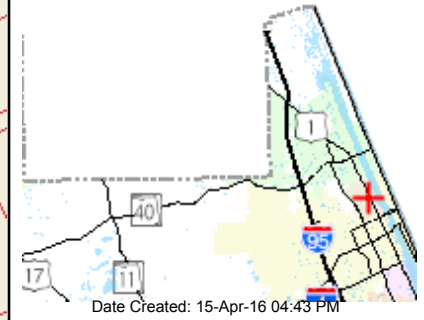
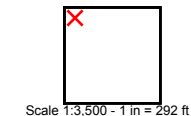
DISCUSSION: The proposed use is limited by the Redevelopment District Overlay (RDO) prohibition of automotive repair. The property has been previously used for automotive repair and is still configured for this use as the site contains a repeal lift. The underlying zoning of CC-1 would normally permit the automotive repair use, and the immediate vicinity is characterized by industrial and heavy commercial uses. In the past the subject parcel was not a corner property with LPGA frontage. The right-of-way of LPGA was expanded to the north to abut the subject property which brought into effect the RDO use limitation. Based on the criteria for a variance as presented in Section 82-317, the Board of Planning and Appeals made the following conclusions:

1. The restrictions imposed on the property by the RDO “moved” to the property with the purchase of additional LPGA Boulevard right-of-way which is unique along the street.
2. The RDO limitation did not result from any action of the applicant.
3. The granting of the variance will allow use of the property for a business that had been legal at this location and would still be legal but for the shift in the right-of-way.
4. The building is designed to accommodate an automotive repair business, and the application of the RDO prohibition is limiting the full economic use of the building.
5. The variance is the minimum relief necessary to mitigate the RDO limitation.
6. The elimination of the RDO restriction will allow a use that is consistent with the character of the immediate neighborhood and will allow a use that had previously been established at the site.

RECOMMENDATION: The Board of Planning and Appeals recommended the City Commission approve the reduction of the Redevelopment District Overlay setback dimension of 250 feet to zero conditioned on the correction of outstanding code violations which were reported on the property.

- 1103 State Location Map (PDF)
- V-2016-01 1103 State BOPA Staff Report (DOC)
- V-2016-01 Application 1103 State (PDF)
- Courtesy violation description for 1103 State. (DOCX)

1103 STATE LOCATION MAP



Date Created: 15-Apr-16 04:43 PM

DISCLAIMER: This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information. Use at your own risk.
SOURCE: PARCEL DATA, VOLUSIA COUNTY PROPERTY APPRAISER

Attachment: 1103 State Location Map (1333 : 1103 State Avenue Variance)



STAFF REPORT

City of Holly Hill
Community Development Department

Board of Planning and Appeals *Agenda Item*

DATE: May 2, 2016
SUBJECT: Variance Request for 1103 State Avenue
APPLICANT: John Oliva, Property Owner
NUMBER: V-2016-01
PLANNER: Thomas Harowski, AICP

INTRODUCTION: The subject property lies in the Redevelopment District Overlay which prohibits automotive repair on properties adjacent to Ridgewood Avenue or LPGA Boulevard (Section 114-635). Adjacent is defined as the full depth of property fronting on LPGA Boulevard or 250 feet, whichever is less. While the subject property is addressed on State Avenue it abuts LPGA Boulevard on the south side. Our code defines both yards as front yards. The applicant is requesting a reduction of the 250-foot setback to zero to allow for the establishment of an automotive repair business at this location.

BACKGROUND: The subject property is located at the northeast corner of the intersection of State Avenue with LPGA Boulevard. As the property lies within the Redevelopment District Overlay, the prohibition against automotive repair businesses applies. The subject property was not always a corner property. At one time, there was an additional private property to the south of 1103 State, but this property was purchased and incorporated into the right-of-way of LPGA Boulevard. The added right-of-way is used for stormwater retention, sidewalk, landscaping and is available to support future intersection improvements. The change in ownership of the former corner parcel moved the right-of-way line making 1103 State the new corner parcel.

The property has been used for automotive repair in the past and has a lift on site to support automotive repair work. The applicant has a prospective tenant who would like to undertake an automotive repair business at this location, but the City is prevented from issuing a business license under the current code.

The 250-foot setback defining the limits of the automotive repair prohibition was added to the code to address properties such as Enterprise Court where one ownership extends well back from LPGA Boulevard and has multiple tenant spaces. The 250-foot limit places a restriction on the LPGA frontage that

STAFF REPORT

City of Holly Hill

Community Development Department

approximates the depth of most properties fronting on LPGA Boulevard. The subject property has a total depth of 105 feet and the applicant is requesting the 250-foot requirement be reduced to zero.

DISCUSSION: The applicant has submitted an application with his case supporting the variance request. A copy of the application is included with the agenda packet. The applicant notes that the surrounding area is industrial and heavy commercial in character and backs up to commercial development fronting on Ridgewood Avenue. The applicant notes the building includes a lift and has been used for automotive repair in the past.

The one item in this case that makes the property unique when compared to other properties covered by Section 114-635 is that, in this case, the right-of-way of LPGA Boulevard was expanded to the subject property. Had the original parcel south of the subject property remained in private ownership, the City would have permitted the requested use at this site. This change was clearly not resulting from action of the property owner.

The subject property is designated as industrial along with much of the State Avenue frontage in this area. Zoning for the block is CC-1 Commercial Corridor, and the applicant has pointed out a number of industrial and heavy commercial uses established along the street. The addition of automotive repair would not be character changing for the area.

The City has had some code enforcement issues with the subject property. The anticipated tenant began work at the site without the proper business license, despite being advised that the site had limitations for automotive repair, and the tenant has twice removed stop work orders placed on the site. Any relief the Board may believe is warranted based on the facts of the variance case, should be conditioned upon full compliance with City codes.

RECOMMENDATION: Recommend the City Commission approve the requested variance to reduce the 250-foot setback requirement to zero to allow automotive repair at 1103 State provided the property owner and his tenants fully comply with the applicable City codes.



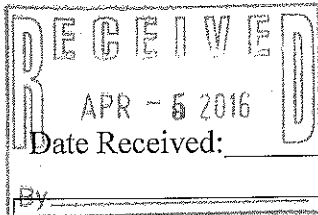
GENERAL LAND DEVELOPMENT APPLICATION

1065 Ridgewood Avenue, Holly Hill, Florida 32117

Phone: (386) 248-9424

Fax: (386) 248-9498

16-678



Date Received: _____

Application ID: _____

Received By: _____

By: _____

REQUESTED ACTION

- | | | | |
|--|--|--|--|
| ☐ Comp Plan Amend | ☒ Variance | ☐ Site Plan | ☐ PUD |
| ☐ Rezoning | ☐ Special Exception | ☐ Subdivision Major | ☐ Subdivision Minor |
| ☐ Waiver Request | ☐ Other: _____ | | |

Describe Request: _____

✓ APPLICANT INFORMATION:

Name: JOHN CHIU

E-Mail: JCHIU3815@AOL.COM

Address: 1 John Anderson Dr

Phone: 386 2908261

APT 721 OB

Fax: _____

- ☒ Owner ☐ Agent for Owner ☐ Attorney for Owner

✓ OWNER INFORMATION:

Name: Same

E-Mail: _____

Address: _____

Phone: _____

Fax: _____

✓ PROPERTY INFORMATION:

Address: 1103 STATE ST

General Location: STATE

Bellevue LPGA WALV

Current Zoning: _____

Current Land Use: AA

Parcel Size: _____

Tax Parcel #: _____

Legal Description Attached ☒ Yes ☐ No

Survey Attached ☒ Yes ☐ No

Attachment: V-2016-01 Application 1103 State (1333 : 1103 State Avenue Variance)

Pre-Application Meeting Date: _____
 (Attach Pre-Application Form)

Application Fee: \$ 1200

Applicant's Signature: _____
 (Signature) 9/2/16
 (Date)

John Chua
 (Print)

Owner's Signature: _____
 (Provide letter of Authorization) (Signature) 9/2/16
 (Date)

John Chua
 (Print)

Applications must be complete to initiate the preview process.

Any questions please contact our City Planner, Tom Harowski at (386) 248-9424, fax (386) 248-9498 or email him at tharowski@hollyhillfl.org



John Cell 290 8261

6.3.c

CITY OF HOLLY HILL VARIANCE CHECKLIST AND REQUIREMENTS

VARIANCE APPLICATION CHECKLIST

- ☒ Pre-Application Meeting Form completed and meeting held prior to completion of application
- ☒ Application Fee and Estimated Deposit
- ☒ Completed Variance Application
- ☒ List of property owners requiring individual notification
- ☒ One signed and sealed surveys of the property (no more than 2 years old).
- ☐ Legal Description (Digital in MS Word) 7
- ☐ Notarized Authorization of Owner (if applicant is other than owner or attorney for owner).
- ☐ A Description of the Variance and how it complies with the City Code, Sec. 82-317.

PUBLIC NOTIFICATION (Sec. 82-314)

- a) The applicant shall provide written notice to property owners regarding his intention to seek a variance and shall pay all costs of providing such notice as follows:
 - 1) An applicant seeking a variance for property located in any single-family or multifamily residential zoning district (R-1 through R-9) shall provide written notice to abutting property owners, as identified in the current tax roll.
 - 2) An applicant seeking a variance for property in any commercial or industrial zoning district (B-1 through B-6, CC-1, I-1 and I-2) shall provide written notice to property owners, as identified in the current tax roll, within 300 feet of the property perimeter which is the subject of a variance request.
 - 3) In addition to written notice provided in accordance with either subsection (1) or (2) of this section, city staff shall also post a notice on the subject property ten days prior to the board of planning and appeals meeting. Two signs shall be posted on corner properties.
- b) A notice letter will be provided to the applicant by the City. The written notices shall be made at least ten days prior to the date of hearing before the board of planning and appeals. The written notice shall be sent by certified mail, return receipt requested.

BOARD OF PLANNING AND APPEALS (BOPA) PUBLIC HEARING (Section 82-313)

This is an advisory body consisting of five (5) members appointed by the City Commission. A public hearing is held the first Monday of every month, at 6:30 p.m. in the City Commission Chambers, 1065 Ridgewood Avenue, Holly Hill, Florida 32117. Following the public hearing and discussion of each application, the BOPA votes on its recommendation to the City Commission. They may accept, modify, return, or seek additional information.

CITY COMMISSION (Section 82-315 and 82-316)

The City Commission schedules public hearings the second and fourth Tuesday of each month at 7:00 p.m. in the City Commission Chambers, 1065 Ridgewood Avenue, Holly Hill, Florida 32117. At this public hearing, the City Commission votes to approve, deny, or continue the application.

Attachment: V-2016-01 Application 1103 State (1333 : 1103 State Avenue Variance)

VARIANCE REQUIREMENTS

The following items must be completed in sufficient detail to allow the City to determine if the application complies with the criteria for approving a variance.

1. What special condition(s) and circumstance(s) exist that are peculiar to your land, structure, building, or sign and are not applicable to other lands, structures, buildings, or signs in the same zoning classification?

I have across the street on state street a steel fabrication plant, They deal in trailer loads of steel and unload with fork lifts . down the street is a granite slab dealer and auto repairs. North of me is a staircase [steel] manufacturing plant... Just past him is a wholesale carpet warehouse all locations on state street.

2. Were these special condition(s) and circumstance(s) the result of actions by you? ☐ YES ☒ NO
If Yes, Explain.

3. Would literal interpretation of the code deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the City Code? ☒ YES ☐ NO If Yes, Explain

There is the same type of business and very heavy industrial use. I would not be out of place with auto repairs

4. Will granting the variance requested confer on the applicant any special privilege that is denied by code to other lands, buildings or structures in the same zoning district? ☐ YES ☒ NO Explain

NOT THAT I KNOW OF

Attachment: V-2016-01 Application 1103 State (1333 : 1103 State Avenue Variance)

5. Explain how the Variance(s) you are requesting is/are the minimum Variance(s) that will make it possible for you to make reasonable use of your land, building, structure or sign.

This is a small building 1200 sq feet with a auto lift located on site

6. Would the granting of the variance be in harmony with the general intent and purpose of the Code and the city's comprehensive plan? ☒ YES ☐ NO Explain

WILL BE IN HARMONY OF CURRENT USES HEAVY INDUSTRIAL 80,000 LBS OF STEEL
DELIVERIES AND SHIPMENTS EVERY WEEK

7. Would the granting of the variance be injurious to the area involved or otherwise detrimental to the public welfare? ☐ YES ☒ NO Explain

I DON'T SEE HOW A AUTO REPAIR SHOP WOULD BE DETRIMENTAL TO PUBLIS WELFARE

8. The general intent and purpose of the Comprehensive Plan Ordinance (Section 78-5) is to foster and preserve public health, safety, comfort and welfare, and aid in the harmonious, orderly, aesthetically pleasing and socially beneficial development of the city. Is your request for Variance(s) consistent with this intent and purpose? ☐ YES ☐ NO Explain

I AM NOT CHANGING THE AESTHEICS OF THE BUILDING OR GROUNDS

John OLIVA
Print Applicant Name

John OLIVA
Applicant Signature

Print Applicant Name

Applicant Signature

Date

Date

Attachment: V-2016-01 Application 1103 State (1333 : 1103 State Avenue Variance)

Holly Hill Police Department
 1065 Ridgewood Avenue
 Holly Hill, Florida 32117
 386-248-9421

May 16, 2016

John & Patricia Oliva
 1103 State Avenue
 Holly Hill, Florida 32117

RE: COURTESY NOTICE OF VIOLATION

Dear Mr. & Mrs. Oliva:

On May 13, 2016, at approximately 10:01am, Code Enforcement Officer (CEO) Robert Hutchison conducted a scheduled Code Enforcement inspection of the perimeter of the property. You joined him while the assessment was made. At that time, CEO Hutchison explained that a written violation notice would be forthcoming

This will serve as your formal courtesy notice to be in violation of city ordinance section(s) indicated below on property owned or controlled by the association during CEO Hutchison's assessment on May 13, 2016. They are noted as followed:

Municode Sec. 26-61. - Special items declared a nuisance.

(2) Accumulation of trash, litter, debris, garbage, bottles, paper, cans, rags, dead or decayed fish, fowl, meat or other animal matter; fruit, vegetables, offal, bricks, concrete, scrap lumber or other building debris or other refuse of any nature.

(3) Any condition which provides harborage for rats, mice, snakes and other vermin.

Sec. 114-727. - Maintenance requirements.

(a) All fences shall be maintained in their original upright condition.

Municode Sec. 70-107. - Maintenance of backflow prevention devices. - All backflow prevention devices shall be inspected, tested and certified upon initial installation and recertified annually within 30 days of the installation date by a licensed contractor approved by the city's public works department hired and paid for by the property owner or their designee.

IPMC (International Property Maintenance Code) 304.15 Doors. - All exterior doors, door assemblies, operator systems if provided, and hardware shall be maintained in good condition.

Attachment: Courtesy violation description for 1103 State. (1333 : 1103 State Avenue Variance)

IPMC 304.3. Premises identification. - Buildings shall have approved address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of 4 inches (102 mm) in height with a minimum stroke width of 0.5 inch (12.7 mm).

IPMC 604.3 Electrical system hazards. - Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.

IPMC 304.13 Window, skylight and door frames. - Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

IPMC 305.3 Interior surfaces. - All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

IPMC 304.1 General. - The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

IPMC 304.6 Exterior walls. - All exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.

IPMC 304.2 Protective treatment. - All exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and all surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion.

CORRECTIVE VIOLATIONS NEEDED:

#1 – Exterior of the building has flaking and peeling paint. Exterior needs repainting.

#2 – Trash, to include plastic gas cans, car jacks, propane tank, interior lining of a vehicle, etc., and debris around the property. Remove all trash and debris.

#3 – Holes exist in the walls of the building with sizing ranging from 1/8 inch round to 15” by 15” square. Repair the walls to cover the holes.

- #4 – Exposed wiring in the office ceiling. Install new lighting or properly cover exposed wiring.
- #5 – Missing window pane in the east window on the north side of the building. Replace missing pane or cover window.
- #6 – No inspection sticker on the water backflow preventer for the property. Have the backflow preventer inspected.
- #7 – Flaking and peeling paint in the bathroom walls and ceiling. Repair and repaint areas.
- #8 – Address marking on the building is less than 4” tall. Replace address marking to be 4” or taller.
- #9 – Northern exterior wall of the building is unsanitary due to mold/algae buildup. Clean exterior of the building.
- #10 – Holes exist in the interior walls to the office and bathroom. Repair walls.
- #11 – The barbed wire on top of the fencing on the south side of the property is in disrepair. Repair or replace barbed wiring.
- #12 – The garage doors on the west and north sides of the building are in disrepair. Repair garage doors.

As of May 16, 2016, the City of Holly Hill will allow you 7 calendar days to make the aforementioned corrections.

It is the responsibility of the person cited to contact the City for an inspection when the violation(s) is corrected. The violation(s) will be deemed to be nonexistent until the Code Enforcement Officer determines that the violation(s) has been corrected.

FAILURE TO COMPLY WILL RESULT AS INDICATED BELOW:

Failure to comply will result in a mandatory appearance before the Special Master with possible fines up to \$500 per day. If compliance is not obtained, the hearing will be scheduled for July 20, 2016 at the City Hall, Commission Chamber, 1065 Ridgewood Avenue, Holly Hill, Florida 32117.

This courtesy notice is issued pursuant to Article III, Code Enforcement, Chapter 2, Administration, of the City of Holly Hill Code of Ordinances.

This violation for which you are charged is a civil infraction. Your signature below does not constitute an admission of guilt.

The Special Master has the legal authority to levy a per day fine from the date the violation notice was first observed. Payment of the fine amount will be deemed an admission that the violation exists. If you fail to pay the fine or fail to correct the violation and fail to appear at the Special Master hearing, you will be deemed to have waived your right to contest the violation or

fine amount. The maximum fine the Special Master can levy is \$250.00 per day for the first time violation and \$500.00 per day for repeat violations.

Received By

Date/Time

Code Enforcement Officer

Date/Time



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

**City Commission
Agenda Item**

MEETING DATE: May 24, 2016
FROM: Thomas Harowski
SUBJECT: Riviera Estates Access Standards Discussion and Action on
Development Standards for the Riviera Estates Unrecorded
Subdivision.
NUMBER: (ID # 1335)
APPLICANT: City of Holly Hill
PLANNER: Thomas Harowski

INTRODUCTION: The City Commission has previously discussed the standards for development of homes on vacant lots within the Riviera Estates Unrecorded Subdivision. The staff has continued discussion with owners of vacant properties in this area about development requirements. The City Commission is being asked to review standards for construction of accessways to undeveloped lots.

BACKGROUND: Riviera Estates is an unrecorded subdivision annexed into the City in the late 1990s. All but one of the current dwellings was constructed prior to annexation of the neighborhood. Twenty of the 44 parcels within the unrecorded subdivision are vacant and most of the accessways except for Timber Trail and a portion of Dubber Lane have not been cleared for full access. Water and sewer service is available within the developed portion of the neighborhood and to selected other areas where utility lines have been extended to connect to City utility networks.

Staff has developed a specific proposal for requirements that additional development in the neighborhood must meet in order to be permitted. For the most part the stated conditions result in the extension of services consistent with applicable City standards. The key exception is access to properties. The proposal as presented allows for the option of building a standard street meeting City standards or construction of a minimum 12-foot paved driveway which must be approved by the City Commission according to the City's development standards.

FISCAL ANALYSIS: Dependent upon commission action on ownership responsibilities of any of the proposed improvements accepted as part of city infrastructure would result in an increase in maintenance and future replacement costs to the city. If all improvements remain in the ownership of the property owners or a homeowners association the City would not bear any of the repair or replacement costs with these improvements.

DISCUSSION: The attached letter was sent to property owners within the Riviera Estates neighborhood. The mailing included current residents as well as owners of

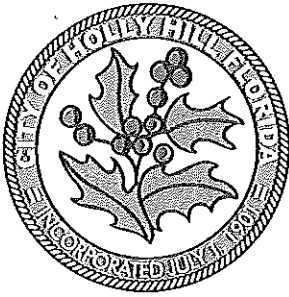
undeveloped parcels. Notice was also provided to owners of adjacent parcels on Alabama Avenue and Riviera Estates Boulevard. The letter includes as an attachment a statement of the applicable service standards that are to be met prior to the issuance of a building permit for residential construction. Some services are provided by the City of Holly Hill and others are the responsibility of other providers.

As noted above, the primary issue relates to access to undeveloped parcels. There are several instances where access to developed parcels within the neighborhood is provided via a driveway connection to a “street” which has not been developed to minimum City standards. The proposal offered would allow access from a paved driveway with a minimum width of 12-feet connecting to a currently paved access. This driveway connection would have a lesser design standard than required for minimum construction of a City street. The minimum driveway standard and the comparison with a standard street is provided as an attachment.

As discussed at previous meetings on this neighborhood, Section 90-83 of the City code allows the City Commission to approve access based on an alternative design standard. As staff cannot make this determination, the issue is being presented for consideration by the City Commission.

RECOMMENDATION: Review the proposed design standards for public facilities supporting new construction in the Riviera Estates neighborhood and provide guidance to staff.

- April 28, 2016 Letter to Owners (PDF)



CITY OF HOLLY HILL

The City with a Heart

1065 Ridgewood Avenue ♥ Holly Hill, Florida 32117

www.hollyhillfl.org

**Building,
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Licensing &
Inspections**

386-248-9442
Fax 386-248-9498

**City
Clerk**

386-248-9441
Fax 386-248-9448

**City
Manager**

386-248-9425
Fax 386-248-9448

**Community
Services**

386-248-9435
Fax 386-248-9448

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**Utility
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Fax 386-248-9458

**Mayor & City
Commission**

386-248-9441
Fax 386-248-9448

April 28, 2016

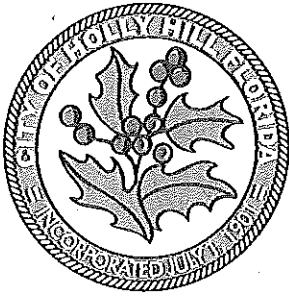
Dear Property Owner:

The City of Holly Hill has been continuing its review of the Riviera Estates unrecorded subdivision located west of Timber Trail between Golf Avenue and Alabama Avenue. Discussions on how single-family homes may be permitted on currently vacant parcels have been ongoing given the comments provided by the City Commission at the recent workshop and the need to ensure proper services are provided if additional properties in the area are developed. Riviera Estates is scheduled to be discussed again by the City Commission with particular concern being given to property access. The attached summary presents the current staff position on the pre-conditions for permitting, and the City Commission will be asked to consider approval of the means of access to undeveloped parcels.

The meeting is scheduled for May 24, 2016 regular City Commission agenda beginning at 7:00 PM in the Commission Chambers of Holly Hill City Hall, 1065 Ridgewood Avenue. At this meeting the City Commission will review the work done since the last workshop meeting and may give direction to staff on future development requirements. We look forward to your participation.

Sincerely,

Joseph A. Forte
City Manager



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The development requirements applicable to undeveloped properties in the Riviera Estates unrecorded subdivision based on staff evaluation include the following items. These requirements have been communicated in writing to two property owners.

Domestic Water Service: Domestic water service must be provided by connection to a water main of a minimum 2-inch diameter. Services need to be connected at the property boundary or in an appropriately designated easement. Water services must also comply with the minimum pressure requirements of Section 603.1 of the Florida Plumbing Code. If water mains are extended they need to be extended for the full width of the property.

Sewer Service: Domestic sewer service is to be provided by a gravity flow connection to a sewer main. If sewer mains are extended they need to be extended for the full width of the property.

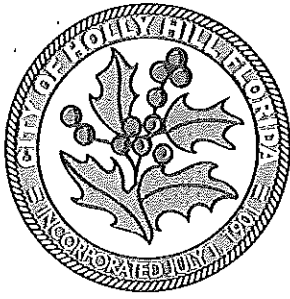
Stormwater Management: Stormwater storage meeting the standards of Section 94-72 of the City's land development code must be provided on-site for each residential structure.

Compensatory Storage: As the Riviera Estates unrecorded subdivision is at least partially located in a flood hazard area any construction that causes fill to be placed on the property must provide compensatory storage as required by the City's flood plain management regulations or a professional engineer must certify that these requirements are not applicable.

Access: Access to property proposed for development must be provided from a paved road meeting minimum City standards or a paved driveway access a minimum of 12-feet in width approved by the City Commission.

Other Utilities: It is the property owner's responsibility to provide for electric, telephone, CATV, natural gas and other proposed services in easements or via other means suitable to the provider.

Survey and Engineering Documentation: Any plans submitted to the City for construction shall include a current survey showing the location of all existing and proposed utilities, any existing and proposed easements, location of stormwater management and flood plain management facilities along with engineering documentation, and plans detailing the proposed access. Parcels proposed for development must be defined through the City's minor plat process as set out in Section 82-243 of the land development code.



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Residential Unit Construction: Construction of any residential unit on property located within the Riviera Estates unrecorded plat is required to meet all requirements of the applicable building codes and all requirements of the City of Holly Hill land development regulations as they apply to single-family dwellings. Street addresses must comply with the 911 program requirements and will be assigned by the City. The applicant is responsible for coordinating mail delivery with Post Office and providing and placing any mail receptacles the Post office may require.

Trash Collection: Residential trash collection, recycling and yard waste collection is only provided from open and accessible streets and approved access easements. Properties developed with extended driveway access will be required to place trash, recycling and yard waste at a location accessible to the collection service as part of their normal route for the neighborhood. All waste products must be placed within an appropriate easement area or portion of the property proposed for development.



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

**City Commission
Agenda Item**

MEETING DATE: May 24, 2016
FROM: Thomas Harowski
SUBJECT: 919 Newcastle Variance Request: The Applicant is Requesting a Variance of 12 Feet One Inch from the Required 25-Foot Front Yard Setback and a Variance of 12 Feet Three Inches from the Required 30-Foot Rear Yard Setback to Permit Construction of a One-Car Garage.
NUMBER: (ID # 1332)
APPLICANT: Barbara Wolverton
PLANNER: Thomas Harowski

INTRODUCTION: The property owner at 917 and 919 Newcastle is requesting a variance of 12 feet one inch from the required front yard setback of 25-feet and a variance of 12 feet three inches from the required rear yard setback of 30-feet to allow construction of a garage. The Board of Planning and Appeals heard this case at their regular meeting of May 2, 2016 and recommended the City Commission approve the request.

BACKGROUND: The staff report provided for the BOPA and the application with supporting materials provides the background detail for the requested variance. Both setbacks are currently non-conforming so any addition will require relief from the regulations.

FISCAL ANALYSIS:

This item has no budgetary impact to the City as it is neither a revenue or expenditure.

DISCUSSION: The proposed addition is placed so it will not impact adjacent properties, and as noted the existing structure is non-conforming for both the front and rear yard setbacks. The current placement of the structure is consistent with other similar lots in the subdivision, so the regulations may have changed since the subdivision was developed in the mid to late 1970s. Based on the criteria for a variance as presented in Section 82-317, the Board of Planning and Appeals made the following conclusions:

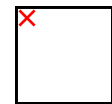
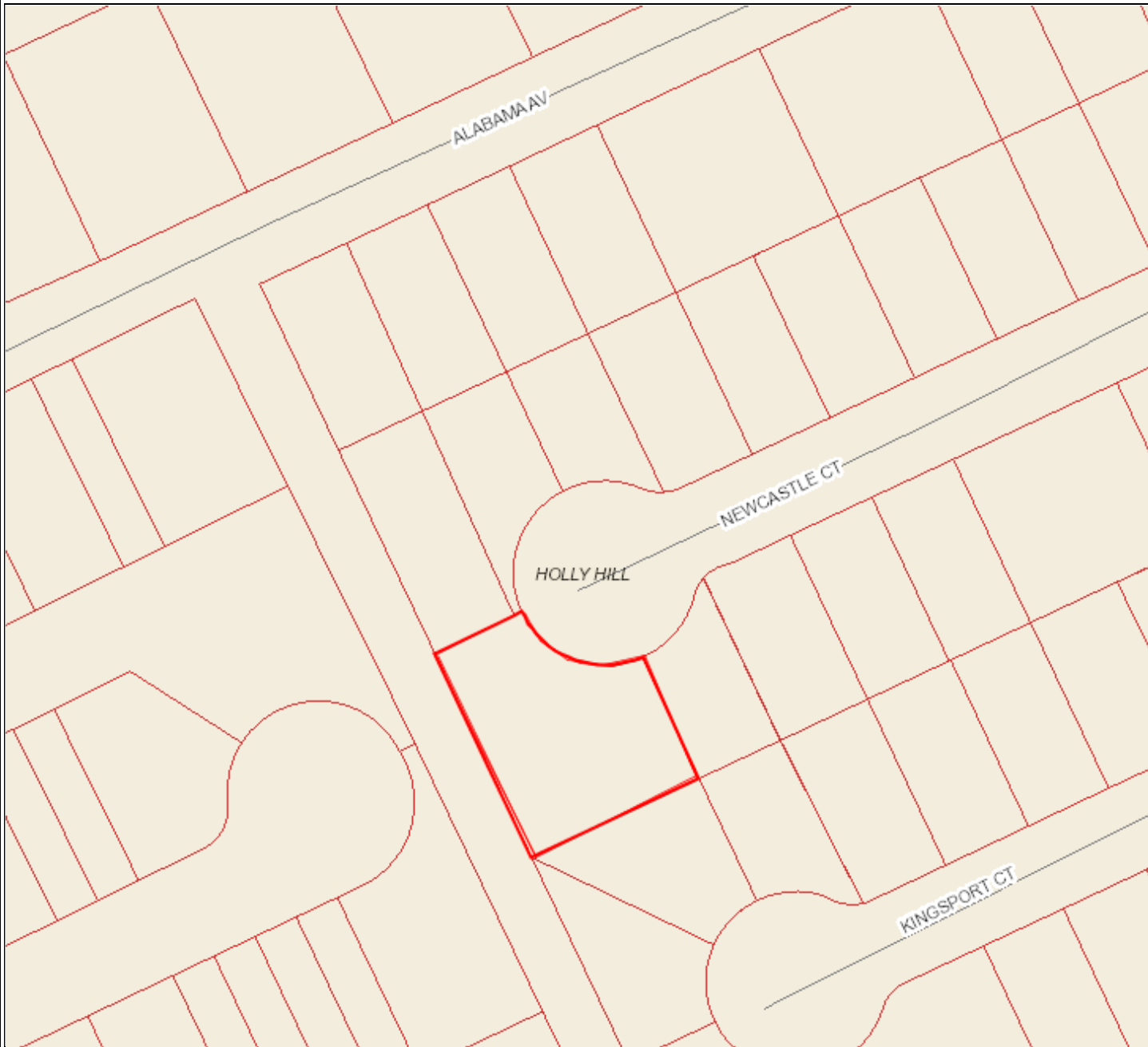
1. The impact to the property from either a change in regulations or an incorrectly applied rule, created conditions and circumstances that support the granting of variance.
2. The applicant did not own the property at the time the unit was constructed or at the time one garage space was converted to living area.

3. The variance will enable the property owner to develop the property with a standard garage.
4. A literal interpretation of the code will forestall any improvement on the property and would require complete reconstruction of the existing building if the units need to be replaced.
5. The requested variance results in a garage that is reasonable in size and extends the existing front and rear walls of the building in line with the existing construction.
6. The placement of the proposed addition will have minimal impact on neighboring properties and will not be detrimental to the public welfare.

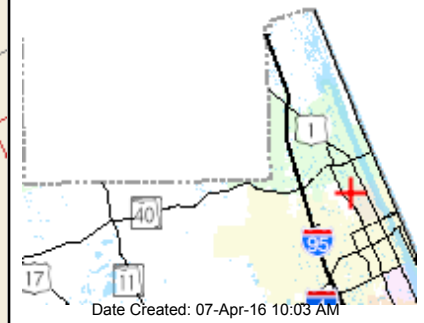
RECOMMENDATION: The Board of Planning and Appeals recommended the City Commission grant a variance of 12-feet 1-inch from the required front yard setback of 25 feet and 12-feet 3-inches from the required rear yard setback of 30 feet.

- 919 Newcastle Location Map (PDF)
- V-2016-02 BOPA Staff Report (DOC)
- V-2016-02 919 Newcastle Application Package (PDF)
- 919 Newcastle Proposed Development Plan (PDF)

919 NEWCASTLE LOCATION MAP



Scale 1:1,000 - 1 in = 83 ft



Date Created: 07-Apr-16 10:03 AM

DISCLAIMER: This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of his information should review or consult the primary data and information sources to ascertain the usability of the information. Use at your own risk.
SOURCE: PARCEL DATA, VOLUSIA COUNTY PROPERTY APPRAISER



STAFF REPORT

City of Holly Hill
Community Development Department

Board of Planning and Appeals *Agenda Item*

DATE: May 2, 2016
SUBJECT: Variance from Required Setbacks
APPLICANT: Barbara Wolverton
NUMBER: V-2016-02
PLANNER: Thomas Harowski, AICP

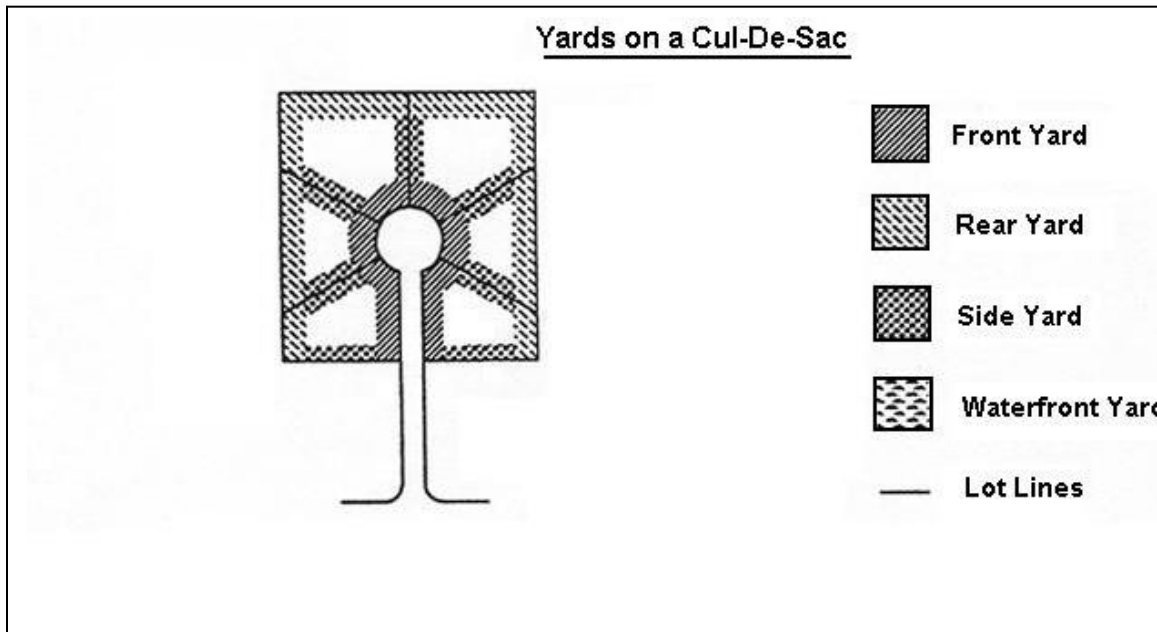
INTRODUCTION: The applicant is proposing to add a garage addition to an existing two-family dwelling. The addition as proposed will encroach into the required front yard and the required rear yard. The applicant is requesting a variance of 12 feet one inch from the required 25-foot front yard setback and a variance of 12 feet three inches from the required 30-foot rear yard setback.

BACKGROUND: According to the Volusia County Property Appraiser Records, the existing two-family dwelling was built in 1977 and purchased by the current owner in 2011. The unit lies at the west of Newcastle Court at the end of the cul-de-sac. The abutting properties include the proposed Mirage development to the west and two-family dwellings to the north, east and south which are all part of the same subdivision development.

In the definitions section, the land development code identifies which yards are front yards, which are rear yards and which are side yards. The diagram defining these yards is shown below.

STAFF REPORT

City of Holly Hill Community Development Department



When applied to the subject property, the diagram clearly shows that the yard adjacent to the street is the front yard while the two yards extending north and east from the rear corner are rear yards. The two yards extending south and west from the cul-de-sac are side yards. The property survey shows that the existing building as constructed met the rear yard requirement on the south but not on the west. The proposed garage addition to the north when constructed in line with the existing building will necessarily violate the rear yard setback requirement on the west.

The survey also shows that the existing building fails to meet the required front yard setback at both corners. As with the rear yard, the proposed garage addition when extended in line with the front wall of the unit will necessarily encroach in the required front yard setback. The applicant has submitted a sketch of the proposed development showing the location of the structure and the resulting front and rear yard setbacks. The proposed side yard setback exceeds the minimum requirement of the feet.

We do not have any reliable information on whether the setback requirements were changed subsequent to the construction of the units in 1977 or whether errors were made in the permitting review. The current zoning code underwent a major review in July 1993, but the adopting ordinance did not include information sufficient to identify specific changes.

STAFF REPORT

City of Holly Hill Community Development Department

DISCUSSION: The applicant has submitted an application responding to the questions posed for consideration of variances. A copy of the application is attached. The applicant notes that the proposed plan is to extend the building in line with current construction, and that the extension will have minimal impact on other properties. The property to the west is the retention pond for units already constructed in the Mirage development. The front yard placement of the proposed structure lines up with the driving lane of the cul-de-sac rather than impacting adjacent structures. The residence to the north is the closest structure and the placement of the proposed building will be the same distance from the neighboring structure as a building conforming to front and rear yard setbacks could be built. The minimum spacing between the side of the proposed garage and the front of the neighboring residence meets code requirements.

The applicant notes the following points in the application:

1. The need to seek a variance from the front and rear yard setbacks is generated by the placement of the building on the site such that it fails to meet the required setbacks as currently constructed.
2. The placement of the building was done in 1977 prior to the applicant purchasing the property.
3. The code typically allows garage parking. The site has one single-car garage, but does not have a garage for each unit. Some garage space was apparently converted to living area in the past.
4. Typically, homes are provided with the opportunity for covered parking.
5. The proposed addition is being done in-line with the existing structure. The depth of the proposed addition is 25 feet which is reasonable for a garage.
6. The proposed variance is in harmony with the comprehensive plan policies encouraging residential development. The modification from setbacks requirements will not impact light and air or general views from other properties.
7. As noted in the discussion above, the placement of the proposed addition would not impact adjacent properties

RECOMMENDATION: Given the condition of the site as developed and the minimal impact to adjacent properties, the staff recommends approval of the requested variances to the front and rear yard.



GENERAL LAND DEVELOPMENT APPLICATION

1065 Ridgewood Avenue, Holly Hill, Florida 32117 (16-677)

Phone: (386) 248-9424

Fax: (386) 248-9498

By Date Received: 4-6-16

Application ID: V-2016-04

Received By: J. H.

REQUESTED ACTION

☐ Comp Plan Amend☒ Variance☐ Site Plan☐ PUD☐ Rezoning☐ Special Exception☐ Subdivision Major☐ Subdivision Minor☐ Waiver Request☐ Other: _____

Describe Request: Variance from required front and rear yard setbacks to allow construction of a garage.

APPLICANT INFORMATION:

Name: Barbara Wolverton

E-Mail: barbie7@efl.rr.com

Address: 919 New Castle Ct
Holly Hill, FL 32117

Phone: 386.299.8603

Fax: _____

☒ Owner☐ Agent for Owner☐ Attorney for Owner

OWNER INFORMATION: Same as above

Name: _____

E-Mail: _____

Address: _____

Phone: _____

Fax: _____

PROPERTY INFORMATION:

Address: _____

General Location: at the end of New Castle Ct

Current Zoning: R5

Current Land Use: Low density residential

Parcel Size: 0.2 acres (8300 ft²)

Tax Parcel #: 4242-73-00-0150

Legal Description Attached ☒ Yes ☐ No

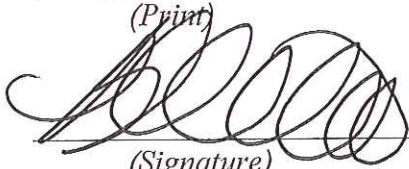
Survey Attached

☒ Yes☐ No

Pre-Application Meeting Date: 3-29-16
(Attach Pre-Application Form)

Application Fee: \$ 1050

Applicant's Signature: _____
(Signature) (Date)

Owner's Signature: 
(Provide letter of Authorization) (Signature) (Date)

Barbara L Wolverton
(Print)

Applications must be complete to initiate the preview process.

Any questions please contact our City Planner, Tom Harowski at (386) 248-9424, fax (386) 248-9498 or email him at tharowski@hollyhillfl.org



CITY OF HOLLY HILL VARIANCE CHECKLIST AND REQUIREMENTS

VARIANCE APPLICATION CHECKLIST

- ☒ Pre-Application Meeting Form completed and meeting held prior to completion of application
- ☒ Application Fee and Estimated Deposit
- ☒ Completed Variance Application
- ☒ List of property owners requiring individual notification
- ☒ One signed and sealed surveys of the property (no more than 2 years old).
- ☒ Legal Description (Digital in MS Word)
- ☐ Notarized Authorization of Owner (if applicant is other than owner or attorney for owner).
- ☐ A Description of the Variance and how it complies with the City Code, Sec. 82-317.

PUBLIC NOTIFICATION (Sec. 82-314)

- a) The applicant shall provide written notice to property owners regarding his intention to seek a variance and shall pay all costs of providing such notice as follows:
 - 1) An applicant seeking a variance for property located in any single-family or multifamily residential zoning district (R-1 through R-9) shall provide written notice to abutting property owners, as identified in the current tax roll.
 - 2) An applicant seeking a variance for property in any commercial or industrial zoning district (B-1 through B-6, CC-1, I-1 and I-2) shall provide written notice to property owners, as identified in the current tax roll, within 300 feet of the property perimeter which is the subject of a variance request.
 - 3) In addition to written notice provided in accordance with either subsection (1) or (2) of this section, city staff shall also post a notice on the subject property ten days prior to the board of planning and appeals meeting. Two signs shall be posted on corner properties.
- b) A notice letter will be provided to the applicant by the City. The written notices shall be made at least ten days prior to the date of hearing before the board of planning and appeals. The written notice shall be sent by certified mail, return receipt requested.

BOARD OF PLANNING AND APPEALS (BOPA) PUBLIC HEARING (Section 82-313)

This is an advisory body consisting of five (5) members appointed by the City Commission. A public hearing is held the **first Monday of every month**, at 6:30 p.m. in the City Commission Chambers, 1065 Ridgewood Avenue, Holly Hill, Florida 32117. Following the public hearing and discussion of each application, the BOPA votes on its recommendation to the City Commission. They may accept, modify, return, or seek additional information.

CITY COMMISSION (Section 82-315 and 82-316)

The City Commission schedules public hearings the second and fourth Tuesday of each month at 7:00 p.m. in the City Commission Chambers, 1065 Ridgewood Avenue, Holly Hill, Florida 32117. At this public hearing, the City Commission votes to approve, deny, or continue the application.

VARIANCE REQUIREMENTS

The following items must be completed in sufficient detail to allow the City to determine if the application complies with the criteria for approving a variance.

1. What special condition(s) and circumstance(s) exist that are peculiar to your land, structure, building, or sign and are not applicable to other lands, structures, buildings, or signs in the same zoning classification?

The front and rear setbacks do not meet the current requirements.

2. Were these special condition(s) and circumstance(s) the result of actions by you? ☐ YES ☒ NO
If Yes, Explain.

These conditions existed when the building was built.

3. Would literal interpretation of the code deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the City Code? ☒ YES ☐ NO If Yes, Explain

The property is a two family home with only one garage. A second garage is consistent with the features of the other homes in the area.

4. Will granting the variance requested confer on the applicant any special privilege that is denied by code to other lands, buildings or structures in the same zoning district? ☐ YES ☒ NO Explain

I am simply bringing the property to the current standard of other homes in the area.

5. Explain how the Variance(s) you are requesting is/are the minimum Variance(s) that will make it possible for you to make reasonable use of your land, building, structure or sign.

The variance being requested for the setbacks is the minimum required to build a one car garage. Since the original construction does not meet the current setbacks, the proposed change will be of similar non compliance.

6. Would the granting of the variance be in harmony with the general intent and purpose of the Code and the city's comprehensive plan? ☒ YES ☐ NO Explain

The property is a two family home. The property currently only has one garage. Adding a second garage is consistent with the subparts intent to provide adequate and safe storage of vehicles. The property is low density residential. In reading and reviewing chapter 3 of the comprehensive plan, there does not appear to be any conflict.

7. Would the granting of the variance be injurious to the area involved or otherwise detrimental to the public welfare? ☐ YES ☒ NO Explain

There are no houses behind this house. The side where the garage will be added is closest to the driveways of the closest house. We will landscape in a way that will provide a pleasant view for the neighbors. I have spoken with both of the homeowners of the closest house and they have no problem with the addition of the garage.

8. The general intent and purpose of the Comprehensive Plan Ordinance (Section 78-5) is to foster and preserve public health, safety, comfort and welfare, and aid in the harmonious, orderly, aesthetically pleasing and socially beneficial development of the city. Is your request for Variance(s) consistent with this intent and purpose? ☒ YES ☐ NO Explain

Having covered parking is safer and more aesthetically pleasing. Adding the garage will make the property more consistent with the Comprehensive plan's intents and purposes.

Barbara L Wolverton

Print Applicant Name

Applicant Signature

Print Applicant Name

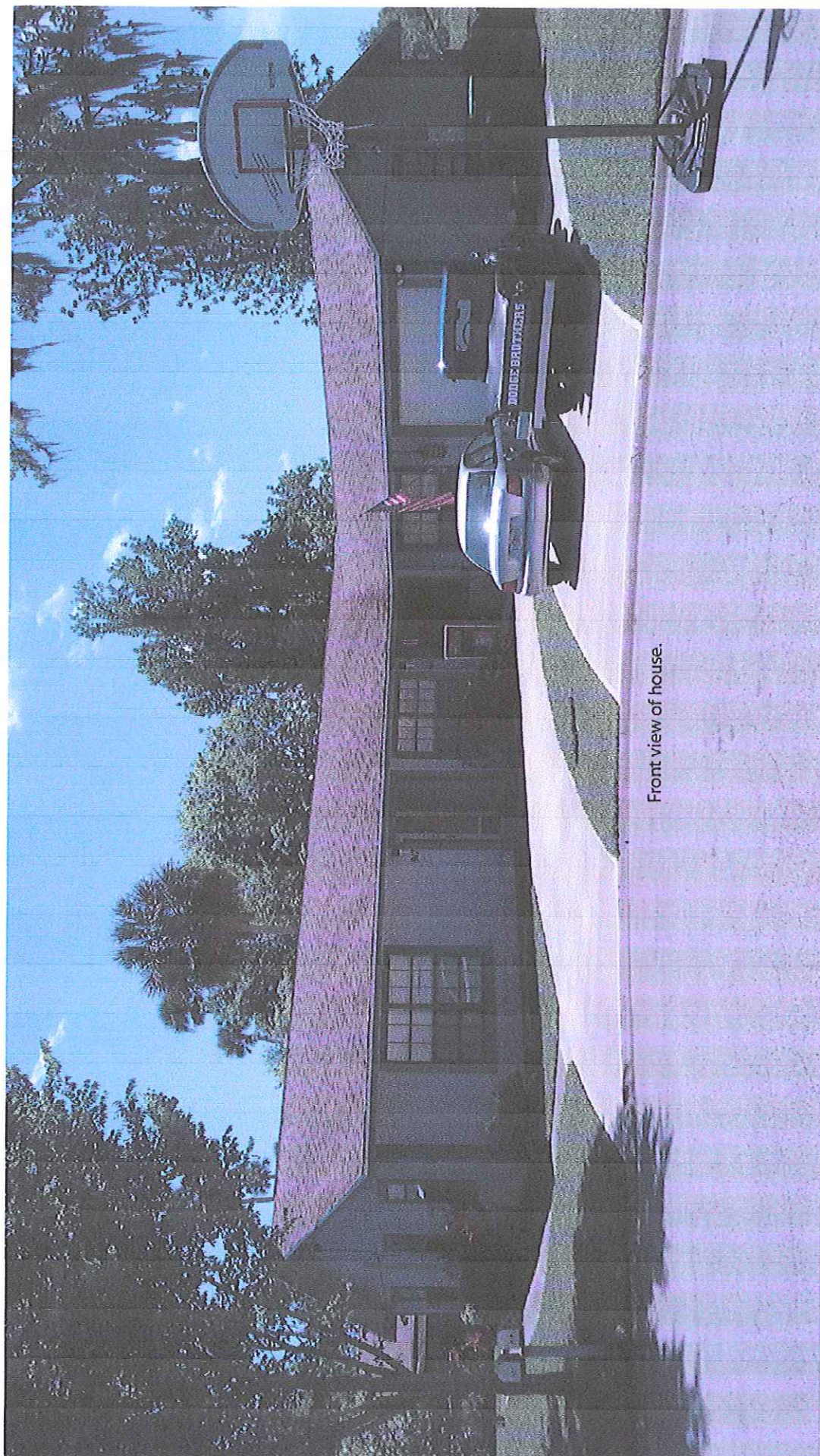
Applicant Signature

Date

Date

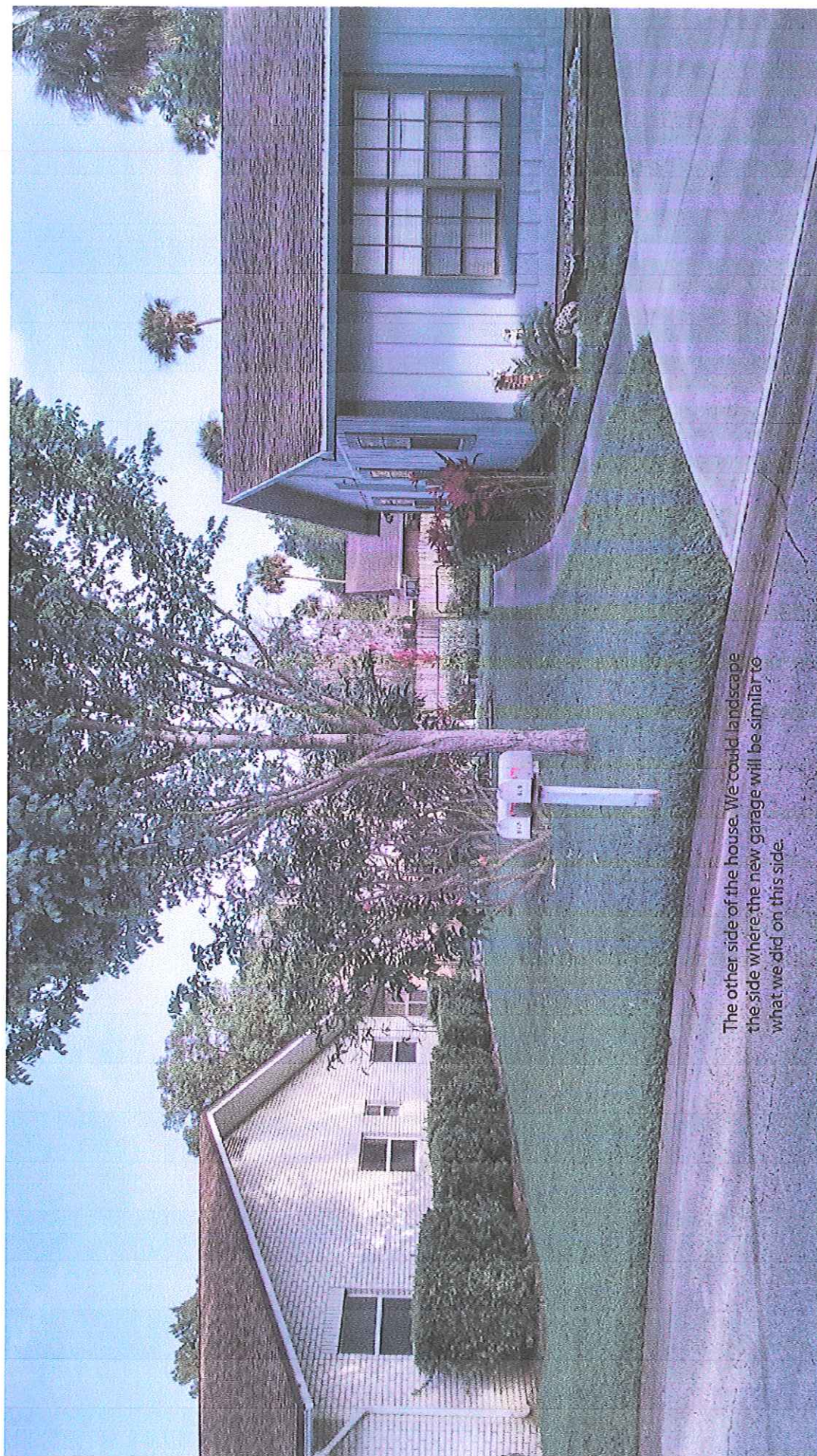
4.5.16

917-919 New Castle Ct Variance



FRONT VIEW OF HOUSE

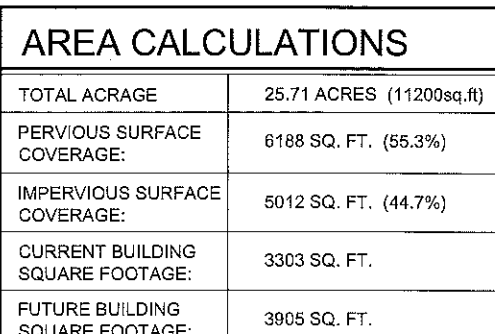




The other side of the house. We could landscape the side where the new garage will be similar to what we did on this side.







ADAM I. FEINSTEIN
DRAFTER
(386) 334-4609
ADAMFEINSTEIN@OUTLOOK.COM

WOLVERTON
RESIDENCE
ADDITION

DATE: 01/08/2016

SCALE: 1/16" = 1'-0"

ZONING: R-5

SITE PLAN

3.0



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

**City Commission
Agenda Item**

MEETING DATE: May 24, 2016
FROM: Joseph Forte
SUBJECT: Movies in the Park
NUMBER: (ID # 1341)
APPLICANT:
PLANNER:

DISCUSSION: Urban Surf 4 Kids is a business preparing to lease a unit across the street from Sunrise Park. Their business is planned to rent paddle boards and kayaks for the public to enjoy the intracoastal water way. They will also be offering eco tours of the water way. Part of the business is a non-profit who works with foster children. Urban Surf 4 Kids is a very large organization in California who wants to develop the program here in Florida. One of their efforts is to build community by offering movies in the park free to anyone. Sponsor would pay for the cost of the movie and any food or drink that is provided. Interested sponsors include, The River Lily B&B, Holly Hill River Mart, Urban Surf 4 Kids. Other sponsors may be acquired.

FISCAL ANALYSIS: There is no city dollars being spent on these events. The City would be providing the use of the park, advertisement on the digital sign, trash cans and working lights in the park.

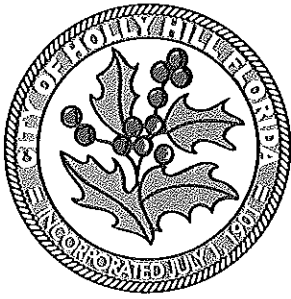
STAFF RECOMMENDATION: Staff recommends the City Commission support this activity for the months of June, July and August of 2016 as a test to see if this event is well received by the Holly Hill community.

COMMISSION GOAL: Goal #5: Promote a small town city "branding" that focuses on

the city's accessible staff and interactive use of technologies (i.e. city website), the city's business friendly approach to attract and retain business, and the city's available open space, parks, and waterfront amenities that enhance the quality of life for citizens.

MOTION: To approve and authorize the City Manager to enter into the attached agreement with Wesley Stewart dba urban Surf 4 Kids.

- Movies in the Park (PDF)



CITY OF HOLLY HILL

The City with a Heart
1065 Ridgewood Avenue ♥ Holly Hill, Florida 32117
www.hollyhillfl.org

Building, Zoning, Licensing & Inspections

386-248-9442
Fax 386-248-9498

City Clerk

386-248-9441
Fax 386-248-9448

City Manager

386-248-9425
Fax 386-248-9448

Community Services

386-248-9435
Fax 386-248-9448

Economic Development

386-248-9444
Fax 386-248-9448

Finance

386-248-9427
Fax 386-248-9497

Human Resources

386-248-9440
Fax 386-248-9448

Information Technology

386-248-9459
Fax 386-248-9448

Public Works

386-248-9463
Fax 386-248-9499

Utility Billing

386-248-9432
Fax 386-248-9458

Mayor & City Commission

386-248-9441
Fax 386-248-9448

Event Contract

This contract acknowledges that Wesley R. Stewart - doing business as (Urban Surf 4 Kids) whose owner's address 135 Park Ave. Daytona Beach, FL 32118 and the City of Holly Hill, Florida (City), whose address is 1065 Ridgewood Ave., Holly Hill, FL 32117, a Florida municipality located in Volusia County, Florida agree to the following terms and conditions, considered to be in effect after this 24th day of May, 2016.

WHEREAS, the City desires to retain the service of a vendor/sponsor to be responsible for the organization, advertising and operation of a Movie in the Park event during the summer months of June, July and August, 2016.

WHEREAS, Urban Surf 4 Kids desires to provide said services as more particularly set forth herein.

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

1) The City hereby agrees to retain Urban Surf 4 Kids, at no cost to City, to organize, advertise and operate an event at Sunrise Park. The City hereby agrees to be responsible for and provide the following:

- The use of Sunrise Park, at no cost, to Urban Surf 4 Kids, for the purpose of showing movies at no cost to the attendees.
- Movies will have a rating no higher than PG-13.
- Provide advertising on the electronic sign located at City Hall.
- Provide trash cans currently in use in Sunrise Park.
- Insure that all lights are in working order during the event.
- The City reserves the right to approve all movies 30 days in advance of the event.

2) Urban Surf 4 Kids hereby agrees to provide all necessary services to organize, advertise and operate, except as assumed by the City in Paragraph 1 above, an event at Sunrise Park and to include:

- Secure appropriate movie licensing to show movies in the park.
- Promote and advertise the event.
- Maintain complete control of the event including all vendors and participants.
- Maintain sufficient staffing to keep Sunrise Park free of debris at all times during the event.
- Event hours will be from 6:30Pm to 11:00pm. Including set up and break down of all supplies and materials.
- Provide family entertainment in the form of P.G. movies)as approved by the City.)
- Maintain liability insurance naming the City as an additional insured. A certificate of insurance must be provided to the City at least 5 days before the event.
- All vendors will sign a release of liability indemnifying the City of Holly Hill.
- No alcohol will be served nor consumed in Sunrise Park.
- At the end of the event, Urban Surf 4 Kids shall restore Sunrise Park back to the condition that existed prior to the event, except that the City shall be responsible for those restoring the items the City performed in Paragraph 1 above.
- Event dates and movies will be as follows:
 - June 18, 2016 – Disney’s Inside out
 - July 16, 2016 – The Legend of Eddie Aikau
 - August 20, 2016 – The avengers

3) It is the intent of the Agreement to create an independent contractor relationship and not an agency relationship or employment relationship. Urban Surf 4 Kids shall be responsible for any and all payments owed to vendors and staffing (if applicable) and shall not have the authority to obligate the City nor make any representation that the City is any way responsible for the event other than for those items specifically assumed by the City in this Agreement.

4) The City retains all right under Sovereign Immunity and nothing in this Agreement shall be interpreted or construed to be a waiver of Sovereign Immunity.

5) In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to be reimbursed reasonable attorney fees and costs. Venue for any litigation arising out of or related to this Agreement shall be in State Court, Volusia County, Florida.

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

Signed in the presence of:

GRANTOR

Print: _____

City of Holly Hill

GRANTEE

Print: _____

Wesley R. Stewart (Urban Surf 4 Kids)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 13 day of may, 2016, by Wesley R Stewart who ☐ is personally known to me or ☐ has produced a drivers' license as identification and who ☐ did ☐ did not take an oath.



Notary Public, FLORIDA

Printed Name Lisa L O'Neal

My Commission Expires: 8/22/17

Attachment: Movies in the Park (1341 : Movies in the Park)



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

**City Commission
Agenda Item**

MEETING DATE: May 24, 2016
FROM: Valerie Manning
SUBJECT: Job Description - Economic Development Director / CRA
Administrator and Class Plans
NUMBER: (ID # 1347)
APPLICANT:
PLANNER:

DISCUSSION:

City Manager comments at end of meeting

FISCAL ANALYSIS:

STAFF RECOMMENDATION:

COMMISSION GOAL:

MOTION:

- Economic Development Director-Community Redevelop Area Coordinator 2016(1)
(PDF)
- Copy of Class Plans - 10-1-15 (XLSX)

CITY OF HOLLY HILL JOB DESCRIPTION

JOB TITLE: **ECONOMIC DEVELOPMENT DIRECTOR /COMMUNITY
REDEVELOPMENT AREA ADMINISTRATOR**

DEPARTMENT: **CITY MANAGER**

GENERAL DESCRIPTION:

Professional and administrative work responsible for the development and implementation of the City's Economic Development Program. Under the direction of the City Manager, the purpose of the position is to provide administrative support to the City Manager in all aspects of the Community Redevelopment Area. Functions in the area of economic development, redevelopment, revitalization, grant writing, public information and community services within the Community Redevelopment Agency.

ESSENTIAL FUNCTIONS:

(Note: These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related or logical assignment of the position). Develops and implements the City's Economic Development Program and the operating policies and procedures for the program including the implementation of the Community Redevelopment Plan.

Conducts business marketing strategies to attract new business and industry to the City. Reviews existing business and industry in the City and works with the business leaders and educational institutions to retain and expand economic development opportunities. Analyzes economic trends through marketing research and surveys

Develops special initiatives and incentives for economic development with the CRA. Meets with prospective businesses and negotiates terms for development and incentives. Assists with the City's economic development mission through the research and development of revenue producing enterprises. Performs cost benefit analysis for program applicants and for new economic development programs.

Prepares and makes progress reports to the City Commission on the economic development program and initiatives and contact which may include business recruitment activities. Interfaces with the tourism community.

Evaluates local resources, needs, goals and opportunities and aggressively promotes Holly Hill and develops economic development strategies and action plans. Develops solutions to regulatory and physical problems that inhibit economic growth.

Works with the Volusia County Economic Development Department, the Holly Hill Chamber of Commerce or other economic development related agencies and organizations to assist in the continued development of the Community Redevelopment Agency.

As the representative of the city, meets with development professionals, developers and the public regarding development proposals or other problems; participates in community organizations, forums, task forces for purpose of presenting or discussing city developments or planning strategies.

Acts as business recruitment and commercial development facilitator for the city and works toward the retention and expansion of existing businesses.

Establishes liaison and cooperates with state, federal and other governmental agencies where economic development activities are involved.

Evaluates properties in the Holly Hill CRA for assemblage as opportunities for development and for specific application. Presents potential assemblages to developers and the Community Redevelopment Advisory Board for consideration and possible recommendation to the Community Redevelopment Agency.

Prepares and completes grant applications according to the format required and submits applications to the funding agency or foundation, conducts follow-up and renewals when applicable.

Responsible for special projects to include administrative duties, coordination with other agencies or departments, fiscal reports, follow-up and completion of projects/contracts in accordance with specifications.

Performs fiscal functions and develops statistical reports as assigned and maintains records and files as required for grants in compliance with records management standards.

Confers with department and division heads in working out detailed plans of functions.

Attends meetings with Community Redevelopment Board, conferences, committee and staff meetings for the purpose of providing administrative assistance to the City Manager; provides recommendations concerning subjects under discussion.

Supervises or assists in the preparation and coordination of all materials for publicity and press releases, and in the preparation of annual reports regarding the Community Redevelopment Area.

Coordinates the City's economic development and retail revitalization efforts with the private sector and other government agencies.

Develops alternative funding sources that may support economic development and redevelopment programs.

Responsible for the coordination of all Redevelopment Board meetings and the preparation of agendas and staff reports.

MINIMUM QUALIFICATIONS:

KNOWLEDGE, SKILLS AND ABILITIES:

- Ability to coordinate, manage, strategize, and/or correlate data and/or information. Includes exercise of judgment in determining time, place and/or sequence of operations. Includes referencing data analyses to determine necessity for revision of organizational components.
- Ability to communicate effectively on a professional level with developers, realtors, engineers, planners, city staff and the public.
- Ability to perform addition, subtraction, multiplication, and division, calculate decimals and percentages; interpret graphs; utilize descriptive statistics.
- Ability to apply principles of influence systems, such as motivation, incentive, and leadership. Ability to exercise independent judgment to apply facts and principles for developing approaches and techniques to problem resolution.
- Ability to exercise the judgment, decisiveness and creativity required in situations involving the evaluation of information against sensory, judgmental, or subjective criteria, as opposed to that which is clearly measurable or verifiable. Includes the ability to make decisions on procedural and technical levels.
- Ability to interest and attract businesses and developers willing to and able to invest in Holly Hill and establish conditions conducive to the redevelopment goals of the Holly Hill Community Redevelopment Master Plan.

EDUCATION AND EXPERIENCE:

Bachelor's degree with major course work in Business, Planning, Public Administration, Finance, Economics or Marketing or a related field, with a minimum of four (4) years progressively responsible experience in urban planning, grant writing/administration or redevelopment municipal administration activities or an equivalent combination of education, training, and experience.

ESSENTIAL PHYSICAL SKILLS:

Acceptable eyesight with or without correction. Acceptable hearing with or without aid. Standing, walking. Ability to communicate both orally, graphically and in writing. Ability to access, input and retrieve information from a computer including proficiency with the use of Microsoft office software.

This is a sedentary position; however, tasks involve the ability to perform light lifting up to approximately 10 lbs. Requires the ability to reach, handle or feel objects and materials.

ENVIRONMENTAL CONDITIONS

Primarily works inside in an office environment and occasionally outside. Outdoor activity includes some exposure to adverse weather conditions. Position primarily performs work in the field at property locations and travels to locations outside of Holly Hill and occasionally outside of the State of Florida as directed by the City Manager.

RESIDENCY REQUIREMENTS

In accordance with the City's Charter, all employees shall reside within Volusia County, Florida, or if outside of Volusia County, Florida, within thirty (30) driving miles of the municipal limits of Holly Hill, Florida.

(Reasonable accommodations will be made for otherwise qualified individuals with a disability).

Employee's Signature: _____ **Date:** _____

**CITY OF HOLLY HILL
NON-UNION PERSONNEL CLASSIFICATION PLAN
EFFECTIVE 2015/2016 FISCAL YEAR**

PAY GRADE	POSITION TITLE	SALARY RANGE MIN
10	Administrative Assistant Licensing/Permit & Zoning Technician Grants Coord/Project Administrator Inspections Officer P/T IT Technician	\$28,000
12		\$30,552
14	Customer Service Supervisor	\$32,078
16	Streets and Drainage Supervisor Fleet Supervisor Facilities Supervisor	\$36,388
18	Accountant Chief Wastewater Treatment Plant Operator Chief Water Treatment Plant Operator	\$39,975
20	City Clerk Chief Building Official Deputy Public Works Director <u>Econ Dev Direc/CRA Administrator</u>	\$46,125
22	Accounting Manager/Asst. Finance Director Information Technology Manager H R Manager	\$51,148
24	Deputy Police Chief	\$54,223
26	Fire Chief Director of Public Works	\$60,475
28	Finance Director Police Chief	\$66,625

Proposed Update: 5/20/16

Attachment: Copy of Class Plans - 10-1-15 (1347 : Job Description)

GE

MAX

\$44,800

\$48,883

\$51,325

\$58,171

\$63,906

\$73,738

\$81,767

\$86,683

\$96,678

\$106,510

Attachment: Copy of Class Plans - 10-1-15 (1347 : Job Description)