

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • MAY 8, 2018

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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



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

CITY COMMISSION MEMBERS

Mayor
John Penny

District 1 - Commissioner
Arthur J. Byrnes

District 3 - Commissioner
John C. Danio

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Chris Via

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

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

2. POSITIVITY AWARD - NONE**3. RECESS THE CC MTG & RECONVENE AS THE CRA****4. CRA AGENDA**

- 1. Resolution 2018-R-26 A Resolution of the Community Redevelopment Agency (CRA) of the City of Holly Hill, Florida, Awarding Change Order #3 in the Amount of \$39,800 to RJ Landscaping, Inc., and Authorizing the City Manager to Execute the Appropriate Contract Documents for Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

5. ADJOURN AS THE CRA & RECONVENE THE CC MTG**6. PUBLIC COMMENTS****7. APPROVAL OF MINUTES**

- 1. Minutes - April 24, 2018 - Regular City Commission Meeting and April 25, 2018 - Workshop Session

(Requested by Valerie Manning, City Clerk)

8. CONSENT AGENDA - ITEMS (1 - 8)

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

- 1. Resolution Resolution 2018-R-27 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Agreement with J & H Waterstop Utilities, Inc., to Perform the Project "Lift Station #3 Rehabilitation" in the Amount Not to Exceed \$230,300 and Authorizing the City Manager to Execute the Agreement; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

- 2. Resolution Resolution 2018-R-28 A Resolution of the City of Holly Hill, Florida, Supporting the One Year Renewal / Extension to the Interlocal Agreement for Distribution of Proceeds of Local Option Fuel Tax for the Period September 1, 2018 - August 31, 2019; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

3. Resolution Resolution 2018-R-29 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Proposed FY2018-2019 CDBG Annual Plan Applications and Authorizing the City Manager to Submit the Approved Annual Plan to Volusia County Community Assistance; and Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

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

(Requested by John McKinney, Finance)

5. Resolution Resolution 2018-R-31 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into a Grant Agreement H0018 with the Florida Division of Emergency Management and Perform a Budget Appropriation in the Amount of \$167,970 to the Stormwater Fund; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

6. Resolution Resolution 2018-R-32 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute an Agreement with Florida Power and Light (FPL) to Perform the LED Conversion of Street Lights; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

7. COHH Equal Employment Opportunity Program Plan 2018

(Requested by Valerie Manning, City Clerk)

8. Sign Easement Agreement with RNR CenterCorp, LLC

(Requested by Valerie Manning, City Clerk)

9. REGULAR AGENDA

1. Resolution Resolution 2018-R-33 A Resolution of the City Commission of the City of Holly Hill, Florida, Awarding Change Order #3 in the Amount of \$39,800 to RJ Landscaping, Inc., and Authorizing the City Manager to Execute the Appropriate Contract Documents for Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

2. Paint the Future of Holly Hill Grant Program

(Requested by Valerie Manning, City Clerk)

10. PUBLIC HEARINGS

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

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

(Requested by John McKinney, Finance)

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

(Requested by John McKinney, Finance)

11. COMMUNICATIONS**A. City Manager & Staff Comments**

- a. State Hwy Lighting, Maintenance, & Compensation Agreement Work Order (FY18/19)

(Requested by Antoine Khoury, Public Works)

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

12. ADJOURNMENT

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

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



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



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

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



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

**City Commission
CRA Resolution**

MEETING DATE: May 8, 2018
FROM: Antoine Khoury
SUBJECT: Resolution 2018-R-26 A Resolution of the Community
Redevelopment Agency (CRA) of the City of Holly Hill,
Florida, Awarding Change Order #3 in the Amount of \$39,800
to RJ Landscaping, Inc., and Authorizing the City Manager to
Execute the Appropriate Contract Documents for Same;
Providing for Severability; and Providing for an Effective
Date.
NUMBER: (ID # 2015)
APPLICANT:
PLANNER:

DISCUSSION:

On October 24, 2017, the City Commission awarded a Bold Landscaping contract to RJ Landscaping Contractors, Inc., in the amount of \$839,700.00 for US1 Medians.

The City desires to utilize the existing contract unit pricing to authorize installation of two additional City Entry Signs in other areas of the City (non-FDOT right-of-way areas).

The Contractor has revised pricing for the additional City Entry Signs which has resulted in Change Order #3 increasing the original contract by \$39,800.00.

Additional time will possibly become necessary if the additional sites are not ready for the installation of the signs. One location is within a current development project. The other site requires some demolition work by others. If additional time becomes necessary, the Contractor shall request such at that time.

FISCAL ANALYSIS:

Utilize available funds in 139-5590-552.65-00

STAFF RECOMMENDATION:

Staff recommends approval of Change Order #3 in the amount of \$39,800.00.

COMMISSION GOAL:

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

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

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

MOTION:

APPROVE RESOLUTION 2018-R-26, AWARDED CHANGE ORDER #3 IN THE AMOUNT OF \$39,800.00 TO RJ LANDSCAPING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE CONTRACT DOCUMENTS FOR SAME.

ATTACHMENTS:

- Change Order 3 (PDF)

CRA Resolution No. (ID # 2015)

RESOLUTION 2018-R-26 A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY (CRA) OF THE CITY OF HOLLY HILL, FLORIDA, AWARDED CHANGE ORDER #3 IN THE AMOUNT OF \$39,800 TO RJ LANDSCAPING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE CONTRACT DOCUMENTS FOR SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2018-R-26

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY (CRA) OF THE CITY OF HOLLY HILL, FLORIDA, AWARDED CHANGE ORDER #3 IN THE AMOUNT OF \$39,800.00 TO RJ LANDSCAPING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE CONTRACT DOCUMENTS FOR SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, The City desires to utilize the existing contract unit pricing to authorize installation of two additional City Entry Signs in other areas of the City (non-FDOT right-of-way areas); and

WHEREAS, The Contractor has revised pricing for the additional City Entry Signs which has resulted in Change Order #3 increasing the original contract by \$39,800.00; and

WHEREAS, Additional time will possibly become necessary if the additional sites are not ready for the installation of the signs. One location is within a current development project. The other site requires some demolition work by others. If additional time becomes necessary, the Contractor shall request such at that time.

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

SECTION 1. That the Community Redevelopment Agency (CRA) of the City of Holly Hill does hereby desire to utilize the existing contract unit pricing to authorize installation of two additional City Entry Signs in other areas of the City (non-FDOT right-of-way areas) resulting in Change Order #3.

SECTION 2. That the Community Redevelopment Agency (CRA) does hereby award Change Order #3 in the amount of \$39,800 to RJ Landscaping, Inc., and authorizes the City Manager to execute the appropriate contract documents.

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

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

APPROVED AND AUTHENTICATED on this 8th day of MAY, 2018.

CHANGE ORDER FORM

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

CHANGE ORDER NO. 3

CONTRACTOR: RJ Landscape Contractors, Inc.

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE: Original Contract Price: <u>\$ 839,700.00</u>	CHANGE IN CONTRACT TIMES: Original Contract Times: Substantial Completion: <u>150 days, June 7, 2018</u> Final Completion: <u>+30 days, July 7, 2018</u>
Net changes from previous Change Orders: <u>\$ 114,500.00</u>	Changes in contract time from previous Change Orders: <u>10 Days</u>
Contract Price prior to this Change Order: <u>\$ 954,200.00</u>	Contract Completion Date prior to this Change Order: Substantial Completion: <u>160 days, June 17, 2018</u> Final Completion: <u>+30 days, July 17, 2018</u>
Net Increase (decrease) of this Change Order: <u>\$ 39,800.00</u>	Changes in contract time requested this Change Order: <u>0 Days</u>
Contract Price with all approved Change Orders: <u>\$ 994,000.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>160 days, June 17, 2018</u> Final Completion: <u>+30 days, July 17, 2018</u>

Attachment: Change Order 3 (2015 : Bold Landscaping Contract to RJ Landscaping Contractors, Inc. Change Order #3 CRA)

CHANGES ORDERED:

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

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

II. REQUIRED CHANGES:

CONTRACT PRICE: The contract amount is hereby increased by \$39,800.00

CONTRACT TIME: N/A

III. JUSTIFICATION:**CONTRACT PRICE:**

The City desires to utilize the existing contract unit pricing to authorize installation of two additional City Entry Signs in other areas of the City (non-FDOT right-of-way areas). The Contractor has agreed to the extension of the contract quantities.

CONTRACT TIME:

Additional time will possibly become necessary if the additional sites are not ready for the installation of the signs. One location is within a current development project. The other site requires some demolition work by others. If additional time becomes necessary, the Contractor shall request such at that time.

- IV. PAYMENT: Payment to be made per the Contract provisions.

Acknowledgments:

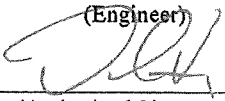
The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

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

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

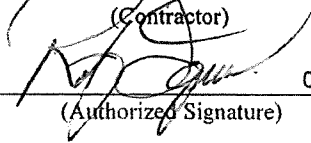
The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to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

RECOMMENDED BY:

OLH, a Mead & Hunt Company
 (Engineer)
 By:  3/27/18
 (Authorized Signature) (Date)

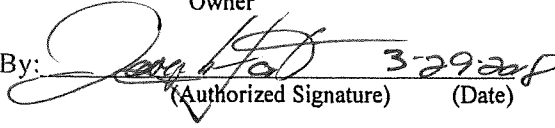
David King, P.E.,
 Name Typed

ACCEPTED BY:

RJ Landscape Contractors, Inc.
 (Contractor)
 By:  03/27/2018
 (Authorized Signature) (Date)

Randy Squires
 Name Typed

APPROVED BY:

City of Holly Hill
 Owner
 By:  3-29-2018
 (Authorized Signature) (Date)

Joseph A. Forte, City Manager
 Name Typed

END OF SECTION

00843-3

Karen Gimbel

From: Office <office@rjlandscapecontractors.com>
Sent: Monday, March 19, 2018 2:18 PM
To: 'Antoine Khoury'
Cc: David King
Subject: RE: #439690-1 US-1 Median Landscaping Project

Categories: Filed by Newforma

Antoine,

I spoke with my sign provider for the 2 signs presently proposed for the above referenced project. He has agreed to provide 2 additional signs as Mark Juliano had requested at the same installed unit price of \$19,900.00 per sign. If you want me to confirm these 2 additional signs at a cost of \$39,800.00, please email me confirmation of this as I will need to provide my supplier with a deposit and sign his contract to expedite the process.

Thanks.

Randy Squires
 President



1766 Taylor Road
 Port Orange Fl 32128
 Ph: (386) 767-3008
 Fax: (386) 767-1041
 Cell: (386) 527-5677
 Email: office@rjlandscapecontractors.com
 Email: randy.rjlc@yahoo.com
 Website: www.rjlandscapecontractors.com

Attachment: Change Order 3 (2015 : Bold Landscaping Contract to RJ Landscaping Contractors, Inc. Change Order #3 CRA)



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

**City Commission
Agenda Item**

MEETING DATE: May 8, 2018
FROM: Valerie Manning
SUBJECT: Minutes - April 24, 2018 - Regular City Commission Meeting and
April 25, 2018 - Workshop Session
NUMBER: (ID # 2012)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from April 24, 2018 regular City Commission meeting and April 25, 2018 workshop on CRA discussion items.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve both sets of minutes.

COMMISSION GOAL:

N/A

MOTION:

Approve both sets of minutes as submitted by staff.

- Minutes - April 24, 2018 - Regular City Commission meeting (PDF)
- Minutes - Workshop Session - April 25, 2018 - CRA discussion items (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • APRIL 24, 2018

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

a. Roll Call

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

b. Invocation

Commissioner Danio led the invocation.

c. Pledge of Allegiance

Mayor Penny led the Pledge of Allegiance to the Flag.

2. POSITIVITY AWARD

1.

Family Renew Community

(Requested by Valerie Manning, City Clerk)

Commissioner Danio thanked Tony Deobil, Executive Director for the Holly Hill site and his wife JC, for their hard work and efforts in helping the families at Family Renew and told them he appreciates all that they do for the families that are there.



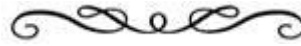
3. PRESENTATIONS

1.

Presentation of the Comprehensive Annual Financial Report for Fiscal Year 2017

(Requested by John McKinney, Finance)

Alex Kish, CPA, PFS, CFF, CFE from BMC CPAs, Inc., showed a PowerPoint presentation to the Mayor, Commissioners and staff of the city's Annual Financial Report for Fiscal Year 2017.



4. PUBLIC COMMENTS

The following individual spoke to the Mayor and City Commissioners:

(Mr. Forte left the Chambers during Mr. Pastore's comments to the Commission)

Mike Pastore, 340 North Street, Daytona Beach, Homeless Advocate, came forward to apologize for the comment he made at the First Step Shelter board meeting last night in regards to him calling for the resignation of Mr. Forte to remove himself from the board. Since that comment, he had a couple of conversations with people who told him of Mr. Forte's contribution to the community at-large and realizes that he acted in haste and was present this evening to apologize to Mr. Forte. Mr. Pastore explained his concerns and how he feels about the homeless community. He defends the homeless and believes they have just as many rights as anyone else and stands up for them whenever he can. He withdrew his request of Mr. Forte resigning from his position on the First Step Shelter Board. He is hopeful that he will be able to work through his differences with Mr. Forte as it concerns the homeless community in the area.

5. APPROVAL OF MINUTES

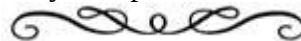
1.

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

(Requested by Valerie Manning, City Clerk)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Chris Via, District 4 - Commissioner
SECONDER:	Arthur J. Byrnes, District 1 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

Enacted and approved this 24th day of April, 2018, in Holly Hill



6. CONSENT AGENDA - ITEM (1)

Mayor Penny asked if there was any member from the Commission or the audience that would like to discuss the Consent agenda item. There was no one.

1. Resolution

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

(Requested by Valerie Manning, City Clerk)

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

RESOLUTION

Enacted and approved this 24th day of April, 2018, in Holly Hill



7. REGULAR AGENDA

1. Ordinance

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

(Requested by John McKinney, Finance)

Mayor Penny opened public participation. No one spoke.

RESULT:	APPROVED AT 1ST READING [UNANIMOUS]	Next: 5/8/2018 7:00 PM
MOVER:	Penny Currie, District 2 - Commissioner	
SECONDER:	Arthur J. Byrnes, District 1 - Commissioner	
AYES:	Byrnes, Currie, Danio, Via, Penny	



2. Ordinance

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

(Requested by John McKinney, Finance)

Mayor Penny opened public participation. No one spoke.

RESULT:	APPROVED AT 1ST READING [UNANIMOUS]	Next: 5/8/2018 7:00 PM
MOVER:	Chris Via, District 4 - Commissioner	
SECONDER:	John C. Danio, District 3 - Commissioner	
AYES:	Byrnes, Currie, Danio, Via, Penny	



3. Resolution

Resolution 2018-R-24 A Resolution of the City Commission of the City of Holly Hill, Florida, Creating the City of Holly Hill's Fund Balance Policy; Providing for Legislative Findings and Intent; Repealing All Resolutions in Conflict Herewith; Providing for Authority to the City Manager for Implementing Administrative Actions; and Providing for Scrivener's Errors, Conflicts; Providing for Severability; and Providing for an Effective Date.

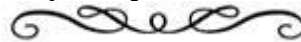
(Requested by John McKinney, Finance)

Mayor Penny opened public participation. No one spoke.

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

RESOLUTION

Enacted and approved this 24th day of April, 2018, in Holly Hill



4. Resolution

Resolution 2018-R-25 A Resolution of the City Commission of the City of Holly Hill, Florida, Creating the City of Holly Hill's Investment Policy; Providing for Legislative Findings and Intent; Repealing All Resolutions in Conflict Herewith; Providing for Authority to the City Manager for Implementing Administrative Actions; and Providing for Scrivener's Errors, Conflicts; Providing for Severability; and Providing for an Effective Date.

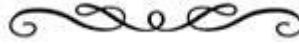
(Requested by John McKinney, Finance)

Mayor Penny opened public participation. No one spoke.

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

RESOLUTION

Enacted and approved this 24th day of April, 2018, in Holly Hill



5.

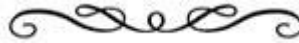
Enterprise Resource Planning (ERP) Migration

(Requested by John McKinney, Finance)

Mayor Penny opened public participation. No one spoke.

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

Enacted and approved this 24th day of April, 2018, in Holly Hill



8. PUBLIC HEARINGS - NONE

9. COMMUNICATIONS

A. City Manager & Staff Comments

Mr. Forte asked the Mayor and Commissioners if they had any problems with him moving forward with the new logo for the gateway signs that he sent them the other day. There were no problems from the Commission and encouraged Mr. Forte to move forward. Mr. Forte explained his reason for leaving the Chambers when Mr. Pastore spoke under Public Comments.

B. City Attorney Comments

None.

C. City Commission Comments

Commissioners Byrnes, Currie Danio and Via thanked everyone who came out for the Child Abuse Prevention Block Party last Friday night in front of City Hall; great event and look forward to it again next year. Thank the Finance Department for their hard work on the audit and appreciates them.

Commissioner Currie mentioned the luncheon meeting at the school the other day and enjoyed that with the kids.

Commissioner Danio thanked everyone who helped at the First Responders dinner last week; first time going and really enjoyed all the awards the First Responders received and thanked Tony and JC Deobil from Family Renew for all their hard work there with the families.

Commissioner Via mentioned the great turnout for tonight's Holly Hill Historic Society Museum anniversary gathering they had; the school event with the kids; informed everyone that tonight is the first night of going LIVE AUDIO and thanked staff and the Commissioners for getting that up and running.

D. Mayor's Comments

Mayor Penny enjoyed the Child Abuse Prevention Block Party and looks forward to it again next year; showed a plaque that was given to the city for participating in the event; congratulated the Holly Hill Muesum on their anniversary; thanked Tony Cassata owner of Bob's Space Racers for their contribution to the school with the kids during their breakfast event.

10. ADJOURNMENT

The meeting adjourned at approximately 8:05 PM.



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • APRIL 25, 2018

Large Conference Room

Work Session

3:30 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

a. Roll Call

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

2. VARIOUS WORKSHOP ITEMS FOR DISCUSSION

1.

Workshop on Various Items

(Requested by Valerie Manning, City Clerk)

Nick Conte, CRA Coordinator/Economic Development Director, showed the following PowerPoint presentation to the Mayor, Commissioners and staff. The topics for discussion were CRA Painting Program ("Painting The Future of Holly Hill"), outdoor displays, grandfathering of non-conforming properties/sunset timeline, and life of CRA - extension procedures.



"Paint The Future of Holly Hill"

The purpose of the program is to encourage and assist residents and business owners within the Community Redevelopment Area to improve the aesthetics and appearance of their properties and to create a sense of continuity along our premier city corridors. Attractive and appealing images enhance the overall economic vitality and character of a city. Applicants may receive a 50/50 match for the purchase of painting materials and supplies up to \$5,000.

Attachment: Minutes - Workshop Session - April 25, 2018 - CRA discussion items (2012 : Minutes)

About The Program:

- The grant is available to any commercial or residential property that resides within the City's Community Redevelopment Area. (*See CRA Map attached for more details)
- This grant is for a one-time paint improvement only, minimal repairs included.

How To Apply:

- Submit a completed grant application;
- Property owners must sign an authorization letter for tenants;
- Paint selections must meet city approved architectural and color standards. (*See attached)
- Applicant must submit a photo of their intended project. (*The photo should show the relative size of the building, condition of neglect, and the structure in relation to its surrounding buildings).

Important Application Dates:

- The deadline to submit an applications is 5:00pm **August 31st 2018**. Applications received after this date will not be considered for reimbursement;
- The City of Holly Hill will announce project awards on Friday, **September 21st 2018**;
- All exterior painting work must be completed by **December 31st 2018**;
- Work completed **after** December 31st 2018 will not be eligible for reimbursement.

At the conclusion of the program, "before and after" photos will be displayed on the City's social media page. For more information about the "**Paint The Future of Holly Hill**" program, go online to www.hollyhillfl.org to download an application form or contact: Nick Conte at (386) 428-9446, nconte@hollyhillfl.org

Outdoor**Displays****Outdoor Displays****Sec. 114-707. - Outdoor display of merchandise.**

Outdoor display of merchandise in the Redevelopment District overlay [shall be allowed] provided the following conditions are met:

- The goods and merchandise is intended for use outdoors (such as lawn equipment, patio furniture, grills, etc.).
- The merchandise is displayed in an area designated for outdoor display that does not impede visibility or access to and within the site.
- The merchandise is only displayed during hours of operation.
- Outside display and sale of merchandise for approved vendors at temporary special events shall be permitted as a function of the temporary event permit.

This special exception is a limitation on the outside display, storage or sale of goods, merchandise or services as permitted by section 114-901. (Ord. No. 2911, § 8, 1-27-12)

**Grandfathering of non-conforming properties/sunset timeline**

Grandfathering of non-conforming properties/sunset timelines

Florida courts generally recognize that nonconforming uses can be eliminated in four ways:

- Attrition (Amortization)
- Destruction
- Abandonment
- Obsolescence

Source: Florida Redevelopment Association

Attrition:

The most direct method for eliminating a nonconforming use. Typically, a local government sets forth a specific time frame by which a nonconforming use must be terminated. The legal theory underpinning attrition (also referred to as amortization) is that the local government has placed the property owner on notice, and has provided sufficient time for the property owner to realize a return on his or her investment so as to avoid a deprivation of due process rights.

Challenge: Often difficult to determine the exact length of time necessary for a property owner to sufficiently realize the benefits of an investment.

Use Of Amortization By Another Volusia County City (Non-Conforming Signs):

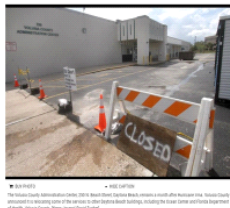


In **1996**, the City of Orange established a 15-year amortization schedule to eliminate nonconforming signs along the 17-92 corridor running through the length of the city. The **2003** sign code extended the amortization for another 10 years, due by April 2013. In **2014** the amortization schedule was modified as follows:

- Signs that were constructed in accordance with the 1996 code has until December 31, 2019 to comply (pole signs under 15 feet tall)
- Long term noncompliant signs (pole signs taller than 15 feet tall) had until June 30, 2015 to comply (*and they have.*)
- In **2016**, Orange City revised its sign code but **did not** change the amortization schedule



Destruction (Reconstruction or reestablishment)



Reconstruction or reestablishment of a nonconforming use if **over 50% percent** of the structure has been destroyed or if the cost of replacing the nonconforming structure would exceed 50 percent of the value of the structure prior to destruction (*The "50-percent rule"*).

Challenge: Because instances of destruction are rare, conflicts over these forms of restrictions generally manifest themselves during refinancing or property sale. Also *"The 50-percent"* rule can impact desirable and economically viable businesses.

Abandonment:

Prevents the reestablishment of a nonconforming use when the use itself has been discontinued or abandoned. Generally, local governments provide that a nonconforming use may not be reestablished if **the use has been dormant for a set period of time**. Lower courts in Florida have held that the burden of proof to establish a nonconforming use falls on the property owner.

Challenge: Once a nonconforming use has been established, the burden shifts to the local government to prove that the nonconforming use has been discontinued or abandoned.

Local Examples of Abandonment (US 1 | CRA)



Due to the removal of Street Parking along US 1 these properties are no longer viable, inhabited or commercially listed

Obsolescence

Requires the gradual elimination of a nonconforming use through obsolescence. Typically, local governments prohibit expansion or enlargement of the nonconforming use which prohibition, it is thought, render the use obsolete over time.

Challenge: Local governments have struggled demonstrating the precise meaning of an expansion or enlargement. In deciding such cases, courts will look to such factors as a change in the scope or volume, geographic size, or area of the nonconforming use, whether additional types of use permits are necessary to accommodate the proposed expansion (e.g., a liquor license), and whether the expansion increases residential density or the need for infrastructure.

CRA/Extensions

I. REPORTING REQUIREMENTS

A. Each community redevelopment agency ("CRA") shall conform to a uniform system of reporting established by the county. The reports shall use standardized State of Florida approved definitions for each reporting category requested by the county. The annual report required to be filed with the Department of Community Affairs and the annual audited financial report also required to be filed may be used to satisfy this requirement.

B. CRA reports shall be provided to the county electronically on an annual basis and not less than 30 days after required reports are filed with the State of Florida.

C. Each CRA shall make a presentation to the county council not less than annually which will include its annual report.

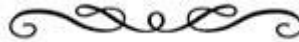
D. Each CRA shall submit its proposed budget for the next fiscal year to the county for review and comment prior to the adoption of the budget by the CRA and no later than August 1st of each year. The county will respond with any questions and/or comments, if any, within 30 days of receipt of the proposed budget.

E. No CRA shall make any material changes to its budget without prior notice to the county. The Volusia County Council shall have the opportunity to comment on any proposed change.

CRA – Extension Steps

- Prior to a hearing with, and approval from, the governing board of the county (Volusia County), a city must demonstrate why the continued need for the redevelopment of their community redevelopment area is necessary for standing under Part III, Chapter 163 Florida statute. This includes:
 - City must amend its **Community Redevelopment Area Plan** to explain the need for expanding the community redevelopment area and make recommendations, goals and establish objectives as to the implementation of these items in an action plan;
 - Upon completion of an updated CRA Plan, the city must hold **public hearings** to adopt the amended Community Redevelopment Area Plan as presented, including a **resolution** declaring an extension of the community redevelopment plan through (extended date);
 - Under **Part III, Chapter 163**, a city must adopt an **ordinance** stating its need for an extension of the community redevelopment area to carry out its redevelopment goals.
- Upon completion, the governing body of the county (**Volusia County**) and the governing body of the municipality that created the CRA (**Holly Hill**) shall schedule and hold a joint hearing co-chaired by the chair of the governing body of the county and the mayor of the municipality, at which the competing policy goals for the public funds shall be discussed.
- Prior to the joint public hearing, the county may propose an alternative modified community redevelopment plan that meets the requirements of Florida Statutes Section 163.360 to address the conditions identified in the resolution making a finding of necessity required under Florida Statutes Section 163.355.

Mr. Conte, Mayor and Commissioners and staff discussed the presentation and there was consensus on all topics to move forward and improve the look on US1 corridor, staff will work on getting the painting program up and running, request for extension of CRA to the County can happen at any time, staff will look into moving forward with that and bring something back to the Commission at a later date. Mayor and Commission are excited about the changes that are taking place along US1 and the improvements that the businesses are taking to improve the image of Holly Hill.



3. ADJOURNMENT

The workshop adjourned at approximately 4:55 PM.



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

**City Commission
Resolution**

MEETING DATE: May 8, 2018
FROM: Antoine Khoury
SUBJECT: Resolution 2018-R-27 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Agreement with J & H Waterstop Utilities, Inc., to Perform the Project "Lift Station #3 Rehabilitation" in the Amount Not to Exceed \$230,300 and Authorizing the City Manager to Execute the Agreement; Providing for Severability; and Providing for an Effective Date.
NUMBER: (ID # 2013)
APPLICANT:
PLANNER:

DISCUSSION:

During an evaluation of the City's lift stations it was determined that Lift Station #3, located at 504 Riverside Drive, is in need of refurbishment. This lift station is located within the eligible improvement area of the Community Development Block Grant (CDBG).

This lift station improvement project was proposed due to the age (54 years) the condition of the lift station, and its location adjacent to the river. A complete upgrade including the pumps, rails, piping, electrical, and control equipment are to be installed. The proposed refurbishing is consistent with the need to upgrade facilities to reach full compliance with Department of Environmental Protection standards and protect health, safety and welfare of our citizens.

The City received six (6) bids for this project on April 3, 2018 and the low bidder is J&H Waterstop Utilities, Inc., of Orange City, Florida. The bid amount is \$230,300.00. The bid packages were reviewed for completeness. The low bidder did not submit the Insurance Requirements Checklist, 00 80 00A-6. Most of the other bidders also omitted that form. The bid package has been reviewed and found responsive (with the exception of the abovementioned document). The listing of similar projects indicate that J&H Waterstop is qualified to complete this project. Staff therefore recommend award of this project to J&H Waterstop Utilities, Inc.

FISCAL ANALYSIS:

This project is funded in the Wastewater Renewal and Replacement Fund, 480-3020-535-6300 \$321,500, and CDBG Fund, account 140-3020-535-6300 \$78,500.

STAFF RECOMMENDATION:

Approve the award of the bid and authorize the City Manager to enter into a contract with J&H Waterstop Utilities, Inc., for the project Lift Station #3 Rehabilitation.

COMMISSION GOAL:

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

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

MOTION:

APPROVE RESOLUTION 2018-R-27, APPROVING THE AGREEMENT WITH J&H WATERSTOP UTILITIES, INC., TO PERFORM THE PROJECT “LIFT STATION #3 REHABILITATION” IN THE AMOUNT NOT TO EXCEED \$230,300 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT.

ATTACHMENTS:

- Award Recommendation 4.25.18 (PDF)
- Addendum 1_031918 (PDF)
- HH Lift Station 3 Rehab_ADDENDUM 1 Drawings (PDF)
- HH Lift Station 3 Rehab_BID SET (PDF)

Resolution No. (ID # 2013)

RESOLUTION 2018-R-27 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE AGREEMENT WITH J & H WATERSTOP UTILITIES, INC., TO PERFORM THE PROJECT "LIFT STATION #3 REHABILITATION" IN THE AMOUNT NOT TO EXCEED \$230,300 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2018-R-27

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE AGREEMENT WITH J&H WATERSTOP UTILITIES, INC., TO PERFORM THE PROJECT "LIFT STATION #3 REHABILITATION" AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill Commission approved the submittal of the 2017-2018 CDBG Annual Plan identifying the project "Lift Station 3 Rehabilitation" as the City's CDBG project for FY 2017-2018; and

WHEREAS, the City of Holly Hill applied for and received authorization to proceed from Volusia County to expend CDBG funds to rehabilitate Lift Station 3; and

WHEREAS, the City of Holly Hill received six (6) sealed bids for this project and the low bidder is J&H Waterstop Utilities, Inc., out of Orange City, FL. The bid amount is \$230,300.00; and

WHEREAS, City staff recommends approval of the award of the bid for the project Lift Station #3 Rehabilitation for a total amount not to exceed \$230,300.00.

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

SECTION 1. That the City Commission of the City of Holly Hill does hereby approve the agreement with J&H Waterstop Utilities, Inc., to perform the project Lift Station #3 Rehabilitation.

SECTION 2. That the City Manager of the City of Holly Hill is hereby authorized to execute the agreement with J&H Waterstop Utilities, Inc., to perform the project

Lift Station #3 Rehabilitation.

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

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

APPROVED AND AUTHENTICATED on this 8th day of MAY, 2018.



Quentin L. Hampton Associates
Civil and Environmental Engineers
A Mead & Hunt Company

April 24, 2018

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

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

RE: LIFT STATION #3 REHABILITATION – BID NO. 18WW02

Dear Walt,

As you are aware, the City received six (6) bids for the above referenced project on April 3, 2018. J&H Waterstop Utilities, Inc. of Orange City, Florida submitted the lowest bid in the amount of \$230,300.00. The second lowest bid was received from Danus Utilities of Sanford, Florida with a bid amount of \$288,700.00.

The bid packages were reviewed for completeness. The low bidder did not submit the Insurance Requirements Checklist, 00 80 00A-6. Most of the other bidders also omitted that form; the attached list shows the missing bid documents.

We have reviewed J&H Waterstop Utilities Inc.'s bid package and have found it responsive (with the exception of the abovementioned document). The listing of similar projects indicate that J&H Waterstop is qualified to complete this project. We, therefore, recommend award of this project to J&H Waterstop Utilities, Inc. for the bid amount of \$230,300.00.

Contact our office if you have any questions.

Sincerely,

Kevin A. Lee, P.E.
Project Manager

KAL:bf

Encl.: Bid Tabulation

4401 Eastport Parkway
P.O. Box 290247
Port Orange, Florida 32129-0247

Phone: (386) 761-6810
Fax: (386) 761-3977
www.qlha.com

Attachment: Award Recommendation 4.25.18 (2013 : Lift Station #3 Rehabilitation 18WW02)

CITY OF HOLLY HILL
LIFT STATION #3 REHABILITATION
BID# 18WW02
BID TABULATION

				J&H WATERSTOP UTILITIES, INC. Orange City, FL		DANUS UTILITIES, INC. New Smyrna Beach, FL		UTILITY TECHNICIANS, INC. Umatilla, FL		CAIN ENTERPRISES LLC dba ENGINEERING SOLUTIONS INTERNATIONAL Ocala, FL		HINTERLAND GROUP, INC. Riviera Beach, FL		DB CIVIL CONSTRUCTION Ormond Beach, FL	
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	Preconstruction Video	1	LS	\$2,500.00	\$2,500.00	\$750.00	\$750.00	\$500.00	\$500.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00
2	Demolition	1	LS	\$45,000.00	\$45,000.00	\$9,000.00	\$9,000.00	\$5,226.00	\$5,226.00	\$42,800.00	\$42,800.00	\$45,000.00	\$45,000.00	\$23,000.00	\$23,000.00
3	Bypass Pumping	1	LS	\$12,000.00	\$12,000.00	\$8,000.00	\$8,000.00	\$13,000.00	\$13,000.00	\$27,000.00	\$27,000.00	\$25,000.00	\$25,000.00	\$27,500.00	\$27,500.00
4	Complete Lift Station	1	LS	\$105,500.00	\$105,500.00	\$200,000.00	\$200,000.00	\$204,751.00	\$204,751.00	\$152,100.00	\$152,100.00	\$135,000.00	\$135,000.00	\$228,774.00	\$228,774.00
5	Electrical	1	LS	\$17,000.00	\$17,000.00	\$33,450.00	\$33,450.00	\$32,676.00	\$32,676.00	\$40,200.00	\$40,200.00	\$57,000.00	\$57,000.00	\$30,000.00	\$30,000.00
6	Tie-Ins														
	a) Tie-In to Existing Force Main	1	LS	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$2,250.00	\$2,250.00	\$5,200.00	\$5,200.00	\$3,500.00	\$3,500.00	\$2,500.00	\$2,500.00
7	DIP Fittings Add or Delete	1000	LBS	\$3.00	\$3,000.00	\$2.50	\$2,500.00	\$2.93	\$2,930.00	\$2.50	\$2,500.00	\$4.00	\$4,000.00	\$2.85	\$2,850.00
8	Cap and Abandon Existing Old Force Main	1	LS	\$6,000.00	\$6,000.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00	\$3,200.00	\$3,200.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00
9	Permits and Allowances	1	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
10	As-Built Plans	1	LS	\$4,800.00	\$4,800.00	\$4,500.00	\$4,500.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00	\$3,000.00	\$3,000.00
11	MOT	1	LS	\$2,000.00	\$2,000.00	\$3,500.00	\$3,500.00	\$2,270.00	\$2,270.00	\$2,200.00	\$2,200.00	\$4,200.00	\$4,200.00	\$10,500.00	\$10,500.00
12	Restoration	1	LS	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00	\$8,900.00	\$8,900.00	\$5,000.00	\$5,000.00	\$18,000.00	\$18,000.00	\$20,350.00	\$20,350.00
				BID TOTAL	\$230,300.00		\$288,700.00		\$290,503.00		\$293,700.00		\$307,700.00		\$361,974.00

Attachment: Award Recommendation 4.25.18 (2013 : Lift Station #3 Rehabilitation 18WW02)

**CITY OF HOLLY HILL
LIFT STATION #3 REHAB
BID NO. 18WW02
MISSING BID DOCUMENTS**

Contractor	Docs Missing in Bid Submission
J&H Waterstop Utilities, Inc.	0800A - Insurance Requirements Page
Danus Utilities	0800A - Insurance Requirements Page
Utility Technicians	0800A - Insurance Requirements Page
ESI	Bid Bond Form was not ours; mathematical error in bid form
Hinterland	0800A - Insurance Requirements Page
DB Civil Contrucion	0800A - Insurance equirements Page

Attachment: Award Recommendation 4.25.18 (2013 : Lift Station #3 Rehabilitation 18WW02)



**ADDENDUM NO. 1
TO THE BIDDING /CONTRACT DOCUMENTS AND SPECIFICATIONS
CITY OF HOLLY HILL
LIFT STATION #3 REHABILITATION
BID NO. 18-WW02**

March 19, 2018

To All Plan Holders:

The following changes, clarifications and additions are hereby made part of the bidding and project specifications for the above referenced project dated March 2017 and prepared by Quentin L. Hampton Associates, Inc. as fully and completely as if the same were fully set forth therein.

REVISIONS

1. Revised plans attached. Revisions include:

SHT 2

- Identified 6" sewer bypass connection
- Extended sidewalk demo area

SHT 3

- Wetwell demo note #1 revised
- Extended sidewalk demo area
- Revised bypass pump suction location
- Labeled 6" sewer bypass to be removed
- Revised existing lift station elevations to match survey

SHT 4

- Raise manhole ring and cover
- Proposed 1" water service may be installed by directional drill or mole
- Revised proposed sidewalk layout
- Revised temporary sidewalk layout

SHT 5

- Revised elevations for proposed lift station
- Revised float setting elevations

SHT 6

- Sidewalk detail revised width to 8 ft

SHT 7

- Removed bollard detail for clarity

SHT 8

- Revised electrical equipment rack location
- Revised service riser diagram to use existing concrete pole

QUESTIONS

1. Is there a DBE requirement for the project?

DBE participation is encouraged for this project. However; there is no required participation amount. When DBE contractors are used the County CDBG funding will ask for documentation of such

2. May the 1" water service be jet under Riverside Dr?

Yes, Contractor to verify existing utilities and install at a depth acceptable to the Engineer and City

3. Is there an engineer's/project estimate for the above project?

Engineer's estimate: \$320,000

4. What is the engineers estimate?

See response above

5. When will work begin?

The City intends to move forward with contract award shortly after the bid opening

6. Is there a budget or cost estimate available?

See response above

7. Also, is there a time frame or start date for work to begin on this project?

See response above

8. THE HDPE SHOWS TO BE SDR-9 DIPS. THIS THICKNESS OF PIPE IS NEAR IMPOSSIBLE TO GET IN THE SMALL QUANTITY WITH GREEN STRIPE. WHAT IF ANY ARE OUR OPTIONS FOR THIS?

HDPE DR11 is acceptable

9. SHEET 5 EQUIPMENT KEY 5 STATES 5' X 5' MINIMUM VALVE VAULT DIMENSION. THIS WILL ONLY GIVE YOU 6" CLEARANCE FROM ALL THE FLANGES. I PROPOSE THAT THE SIZE SHOULD BE 6' X 6' MINIMUM TO GIVE YOU ENOUGH ROOM TO ASSEMBLE AND WORK IN THE FUTURE.

Valve vault minimum interior dimensions to be 5' x 5'

10. SHEET 5 EQUIPMENT KEY 12 LIST A BRASS GATE VALVE FOR A SHUT OFF ON PSI GAUGE. SHOULD THIS BE 316 SS NIPPLES WITH A BALL OR GATE VALVE?

Revise to SST ball valve

11. SHEET 5 EQUIPMENT KEY 14 SHOWS THE CHECK VALVES AS "CUSHIONED" W/SPRING & LEVER. IS THIS CORRECT?

Check valve shall be lever and weight style

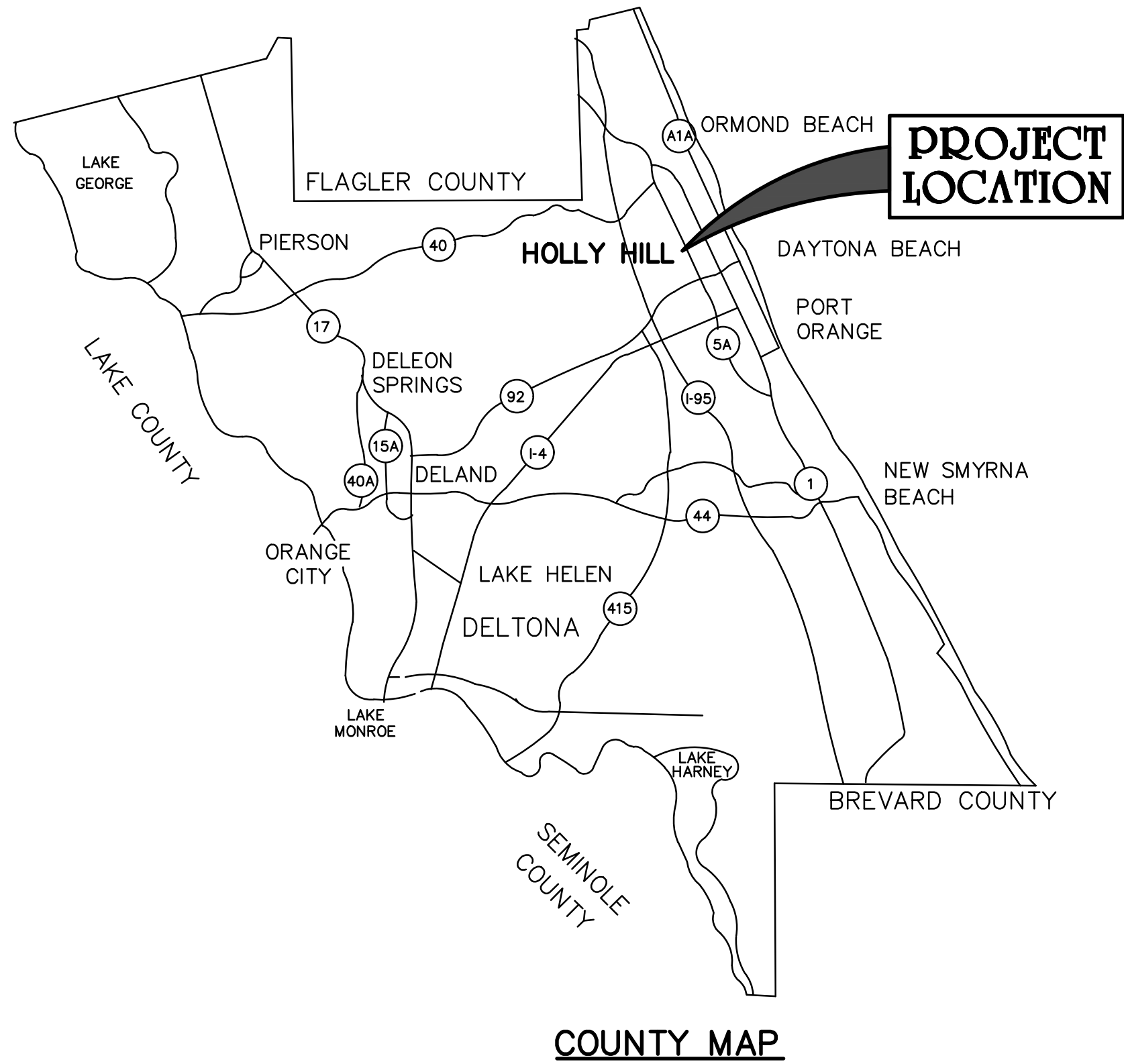
12. SHEET 4 SHOWS THE LIFT STATION ELEVATION AS (TOP 3.21 WITH BOTTOM - 8.95) BUT SHEET 5 SHOWS (TOP 4.5 WITH BOTTOM -7.60). WHICH IF EITHER IS CORRECT?

See revised plans

13. IS THE CITY PAYING FOR THE POWER COMPANY TO HOLD THE ELECTRICAL POLE WHILE THE VALVE VAULT IS BEING INSTALLED SINCE THE GUIDE WIRE IS SO CLOSE TO THE DIG AREA?

The concrete utility pole is owned by the City. Contractor to coordinate with electrical subcontractor and/or power utility to ensure safety during construction. No guy wire present.

Disclaimer: This addendum was posted on Vendor Link. It is the sole responsibility of the bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.



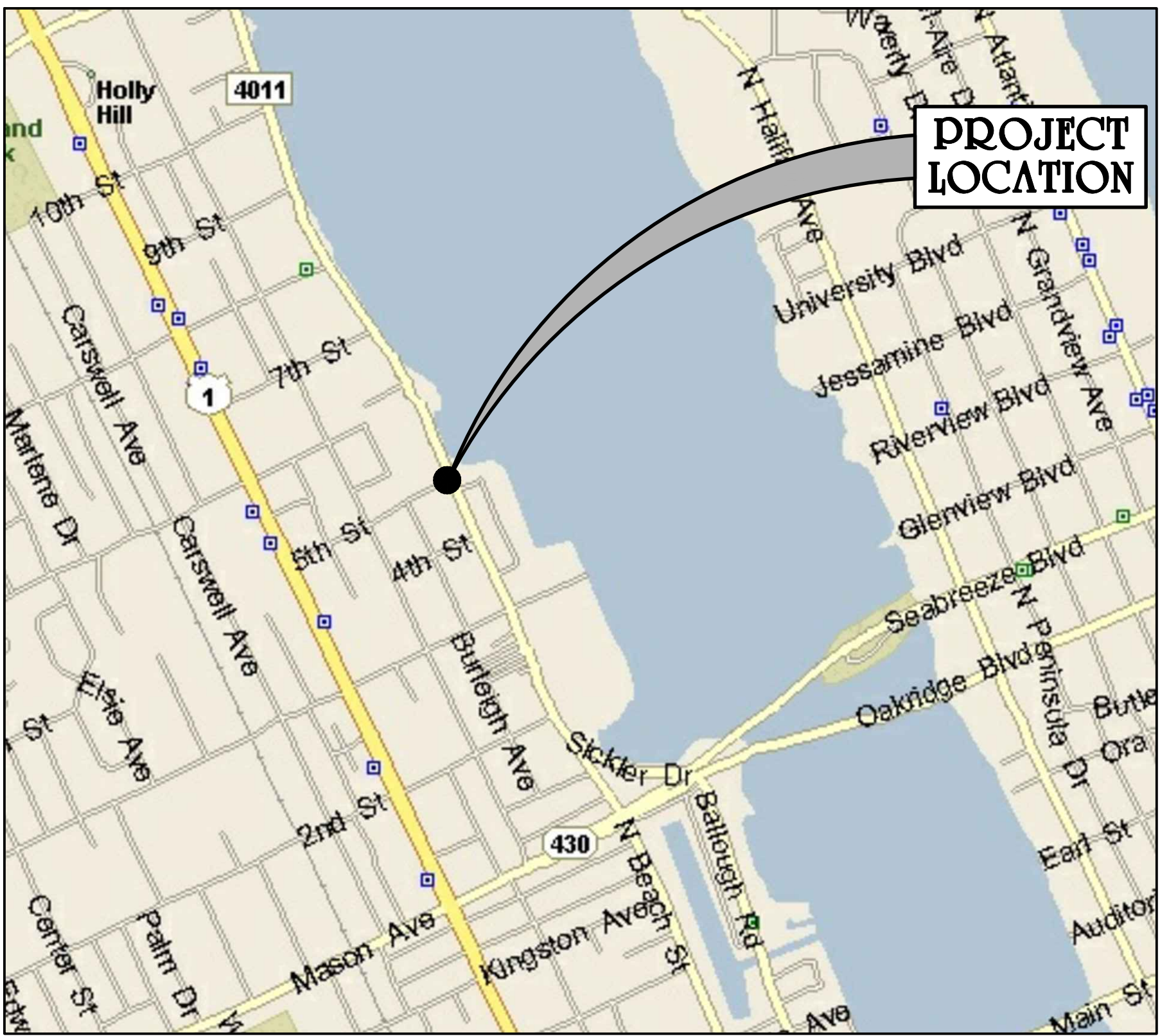
CITY of HOLLY HILL, FLORIDA



LIFT STATION #3 REHABILITATION

CITY OFFICIALS	
MAYOR	John Penny
CITY MANAGER	Joseph Forte
COMMISSIONERS	
DISTRICT 1	Arthur Byrnes
DISTRICT 2	Penny Currie
DISTRICT 3	John C. Danio
DISTRICT 4	Chris Via

INDEX	
1	COVER SHEET – INDEX – VICINITY MAP
2	EXISTING SITE SURVEY AND BYPASS PLAN
3	EXISTING LIFT STATION – DEMOLITION DETAILS
4	PROPOSED SITE PLAN AND GENERAL NOTES
5	LIFT STATION – DETAILS
6	STANDARD DETAILS
7	STANDARD DETAILS
8	ELECTRICAL DETAILS

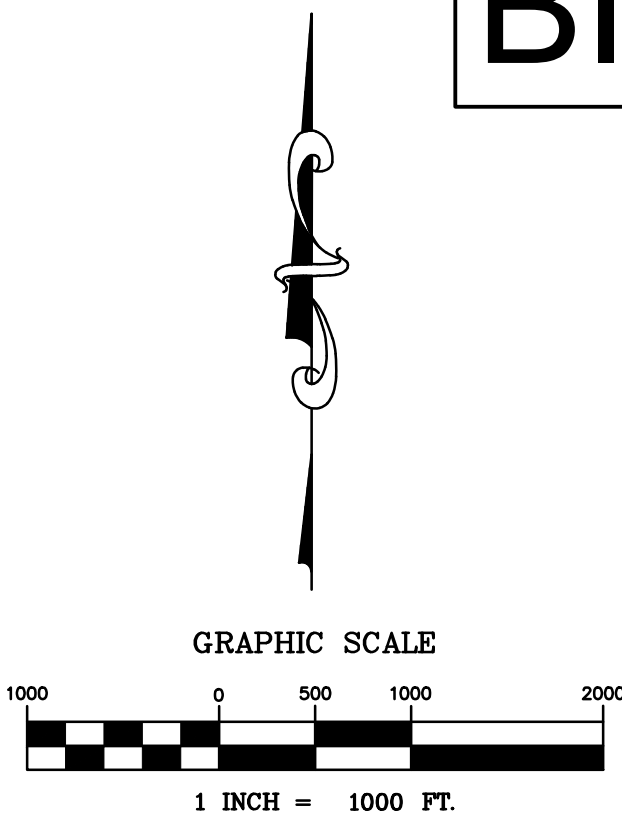


VICINITY MAP
(SECTION 6, TOWNSHIP 15 SOUTH, RANGE 33 EAST)

BID NO. 18-WW02

FEBRUARY 2018

BID SET



FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 26730
FAX 386 761-3977
P.O. BOX 290247 PORT ORANGE, FLORIDA 32129-0247 (386) 761-6810

PREPARED BY:
QLH
A Mead & Hunt Company

PROJECT TEAM:

OWNER: CITY OF HOLLY HILL CONTACT: WALT SMYSER 1065 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 PHONE: (386) 248-9463 FAX: (386) 248-9449	CIVIL ENGINEER: QLH, A MEAD & HUNT COMPANY, INC. CONTACT: KEVIN A. LEE, P.E. 4401 EASTPORT PARKWAY PORT ORANGE, FLORIDA 32128 PHONE: (386) 761-6810 FAX: (386) 761-3977
SURVEYOR: MYER LAND SURVEYING, INC. 316 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 PHONE: (386) 255-6304 FAX: (386) 255-6306	ELECTRICAL ENGINEER: RICHARD E. KRANZ, P.E. 2615 SPRUCE CREEK BLVD PORT ORANGE, FLORIDA 32128 PHONE: (386) 405-3205 FAX: (386) 788-6751

ENGINEER OF RECORD: KEVIN A. LEE

P.E. NO.: 71501

CITY OF HOLLY HILL PROJECT MANAGER: WALT SMYSER

ATTENTION IS DIRECTED TO THE FACT THAT
THESE PLANS MAY HAVE BEEN ALTERED IN
SIZE BY REPRODUCTION. THIS MUST BE
CONSIDERED WHEN OBTAINING SCALED DATA.



- (1) Water main should cross above other pipe. When water main must be below other pipe, the minimum separation is 12 inches.
- (2) Reclaimed water regulated under Part III of Chapter 62-610, F.A.C.
- (3) 3 ft. for gravity sanitary sewer where the bottom of the water main is laid at least 6 inches above the top of the gravity sanitary sewer.
- (4) Reclaimed water not regulated under Part III of Chapter 62-610, F.A.C.

SURVEY REPORT
Sheet 2 of 2

GENERAL NOTE:

- 1. Field survey completed 2-6-18.
- 2. Bearing basis grid, Florida East Zone: N21°28'45"W along the westerly right of way of Riverside Drive.
- 3. Underground utilities were located on sketch.
- 4. Underground foundation not located.
- 5. Dimensions shown are feet and decimals thereof.
- 6. No title search has been performed by or provided to Myer Land Surveying, Inc.
- 7. Elevations are North American Vertical Datum of 1988.
- 8. State plane coordinates are NAD 83(86). Converted in Corpcorin from GPS observation processed on OPUS.
- 9. Thereby be advised that underground utilities in the area such as gas, telephone, cable, etc. Client is advised to contact Sunshine State One Call before excavation.

A/C	Air conditioning pad	N&D	Nail and disc
A/U	Aerial utilities	NGVD	National Geodetic Vertical Datum
C	Cable TV service	P	Pool pump
CALC	Calculation	PC	Point of curve
CB	Catch basin	PCC	Point of compound curve
CL	Chain line	PCP	Permanent control point
CLF	Chain link fence	POB	Point of beginning
CM	Concrete monument	POC	Point of commencement
CMP	Corrugated metal pipe	PP	Pinned pipe
CONC	Concrete	PRC	Point of reverse curve
D	Delta	PT	Point of tangent
DESC	Description	PVC	Polyvinyl chloride
	Radius	R	Radius
E(LY)	Electric meter	R&C	Rod and cap
EMT	Electrical metal tubing	RCP	Reinforced Concrete Pipe
FD	Found	REC	Recovered
FLD	Field	RLS	Registered land surveyor
G	Gas meter	R/W	Right of Way
FPL	Florida Power and Light		Utility services
FPLS	Florida Professional	S(LY)	South(erty)
IP	Iron pipe	T	Telephone service
L	Light pole	TYP	Typical
LB	Leased business	U	Utility pole
N(LY)	North(erty)		Water meter
		W(LY)	Westerly
		WF	Wooden fence

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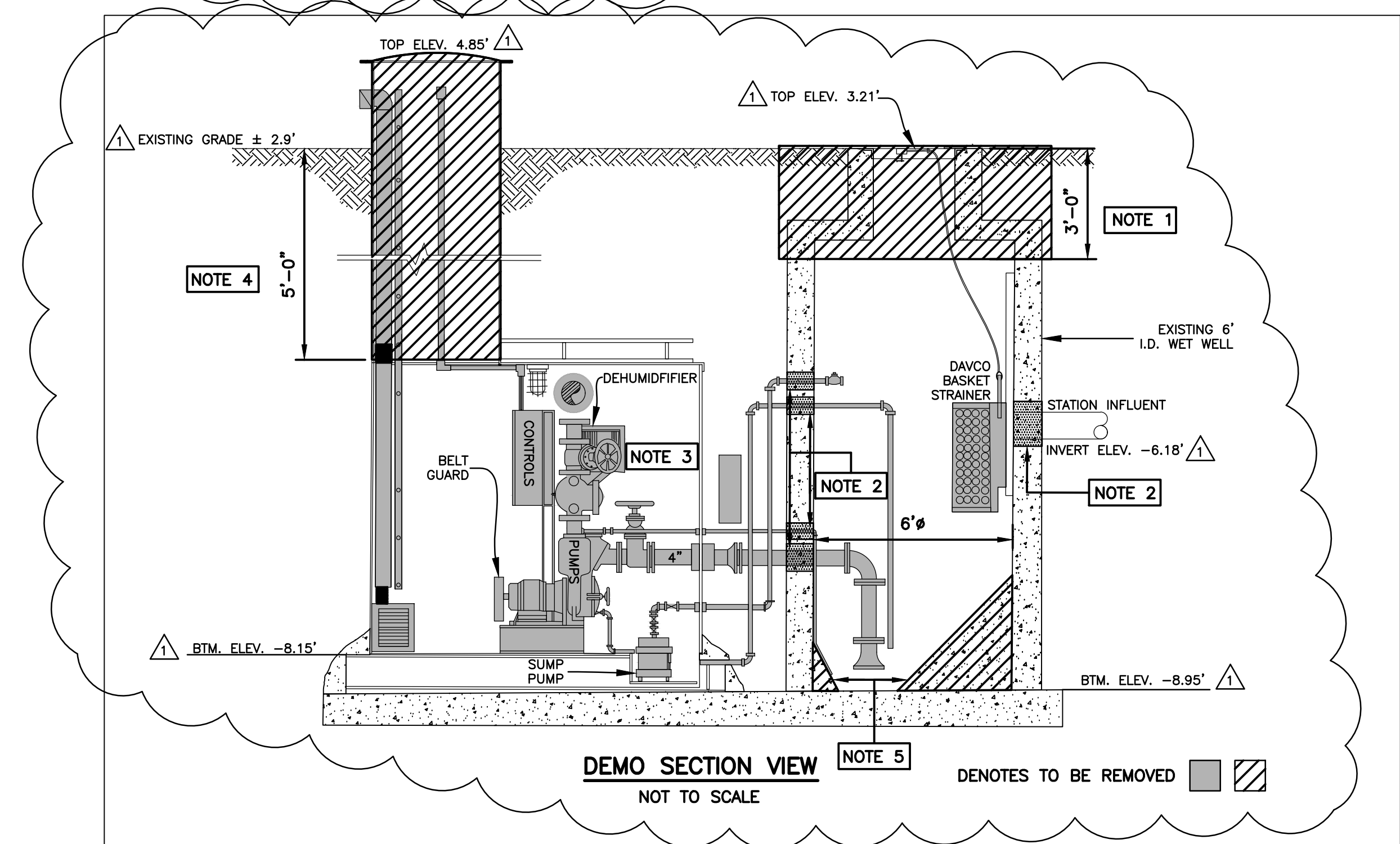
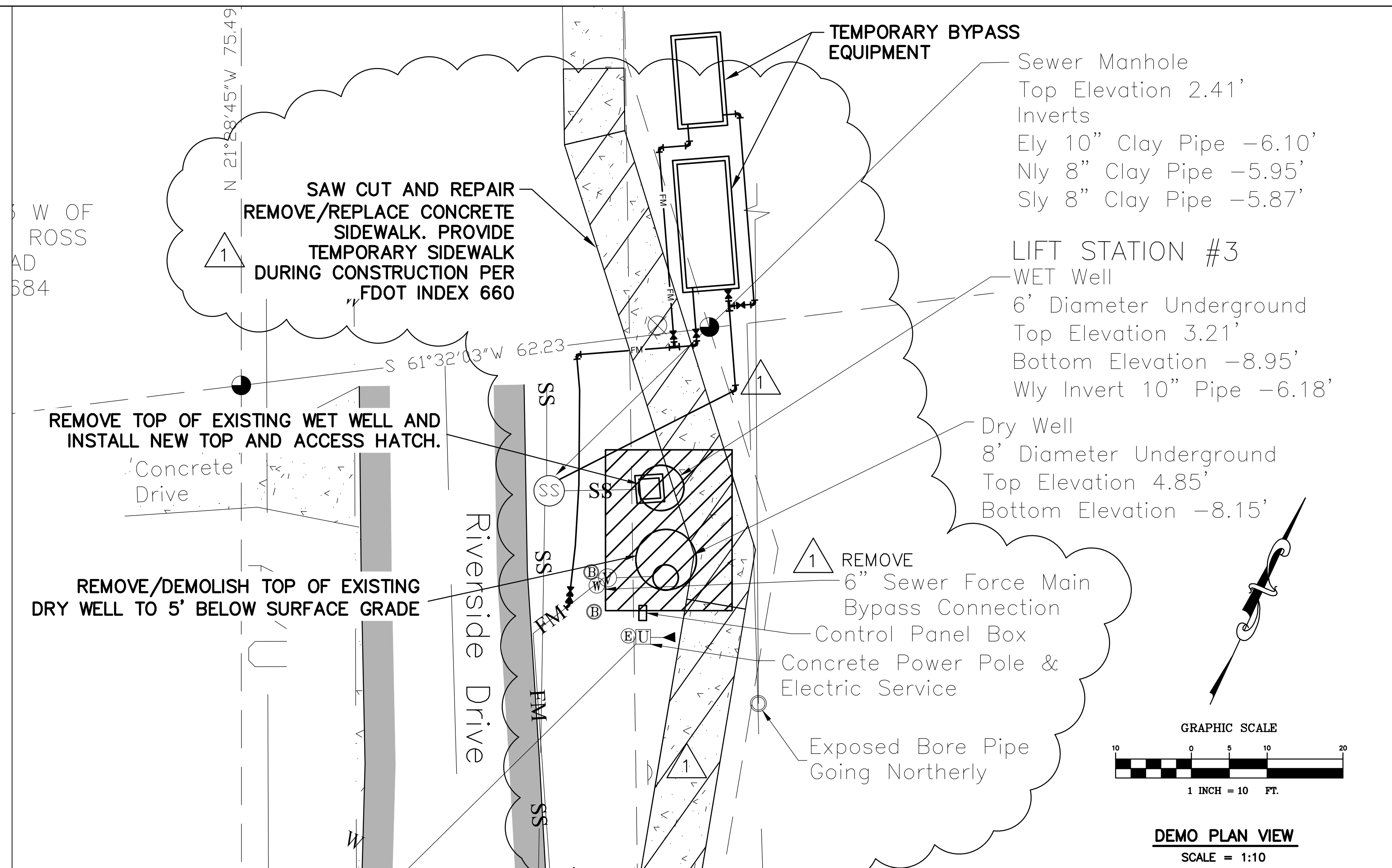
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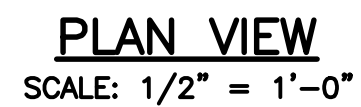
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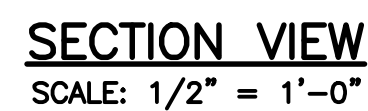
1. FLOW RATE FLOW SHALL BE MAINTAINED AT ALL TIMES. BYPASS PUMPING SHALL BE REQUIRED.
2. ALL PIPING AND FITTINGS IN WET WELLS TO BE ASSEMBLED USING 316 STAINLESS STEEL BOLTS AND NUTS ONLY.
3. ELECTRICAL PERMIT TO BE OBTAINED FROM CITY OF HOLLY HILL (OR APPROPRIATE JURISDICTION) PRIOR TO BEGINNING WORK ON ANY ELECTRICAL WIRING, EQUIPMENT, ETC. ALL ELECTRICAL WIRING TO COMPLY WITH NATIONAL ELECTRICAL CODE.
4. THREE COPIES OF THE LIFT STATION OPERATING MANUAL TO BE PROVIDED TO THE PUBLIC UTILITIES DEPARTMENT PRIOR TO FINAL ACCEPTANCE OF THE LIFT STATION.
5. EMERGENCY "HIGH LEVEL" WET WELL FLASHING ALARM LIGHT AND AUDIBLE ALARM HORN REQUIRED.
6. LINKABLE FUSED ELECTRICAL DISCONNECT REQUIRED.
7. ALL PUMP STATION WIRING SHALL BE STANDARD COPPER AND CONDUIT TO HAVE APPROPRIATE SEAL-OFFS.
8. THREE PHASE POWER AND MOTORS REQUIRED.
9. 4" SCH40 PVC CONDUIT FOR FLOAT WIRES SHALL BE INSTALLED FOR ALL OFFSET LIFT STATIONS.
10. LIFT STATION START-UP INSPECTIONS SHALL BE SCHEDULED AND COORDINATED THROUGH THE CITY'S SITE INSPECTOR (48 HOURS IN ADVANCE). UPON DETERMINING THAT ALL WORK IS COMPLETE AND READY THE CITY INSPECTOR SHALL THEN NOTIFY THE CITY, CONTRACTOR, ENGINEER OF RECORD, POWER COMPANY, AND THE PUMP SUPPLIER OF THE OFFICIAL START-UP INSPECTION DATE AND TIME. UPON COMPLETION THE ENGINEER OF RECORD SHALL PROVIDE TO THE CITY A SUMMARY OF THE RESULTS OF THAT TEST AND A LIST OF ALL PUNCH LIST ITEMS OUTSTANDING
11. PUMP STATION FINAL INSPECTION AND ACCEPTANCE PROCEDURES:
 - WET WELL TO BE CLEAN AND DRY PRIOR TO ALL INSPECTIONS BY CITY PERSONNEL
 - BEFORE FINAL APPROVAL OR ACCEPTANCE OF ANY PUMP STATION BY THE CITY, THERE SHALL BE FIELD INSPECTIONS MADE BY THE CITY'S REPRESENTATIVE AND INSPECTOR. THE FIELD INSPECTIONS SHALL SHOW THAT THE PUMP STATION IS FULLY OPERATIONAL AND ALL NECESSARY APPURTENANCES HAVE BEEN INSTALLED AND CONSTRUCTED IN ACCORDANCE WITH THE PLANS AND THE STANDARD CONSTRUCTION DETAILS AS APPROVED BY THE PUBLIC UTILITIES DEPARTMENT PRIOR TO CONSTRUCTION.
 - UPON COMPLETION AND BEFORE ACCEPTANCE OF THE PUMP STATION INSTALLATION, THE CONTRACTOR SHALL TEST ALL THE PUMPING EQUIPMENT TO DEMONSTRATE SATISFACTORY PERFORMANCE. IF DEFICIENCIES OCCUR, THE CONTRACTOR SHALL CORRECT THEM ACCORDINGLY AND EQUIPMENT SHALL BE RETESTED.
 - REPRESENTATIVES FROM THE PUMPING EQUIPMENT MANUFACTURER, ENGINEER, CONTRACTOR, CITY AND THE ELECTRICAL CONTRACTOR SHALL BE PRESENT AT THE PUMP STATION START-UP TESTING AND FOR THE FINAL SITE INSPECTION.
 - ALL PUMP STATION EQUIPMENT SHALL BE TESTED AT THE START-UP. THE MANUFACTURER / CONTRACTOR SHALL PROVIDE A FORMAL TEST PROCEDURE AND FORMS FOR RECORDING DATA. THE TESTS SHALL BE PERFORMED BY THE CONTRACTOR IN THE PRESENCE OF A CITY REPRESENTATIVE AND CITY INSPECTOR. THE RECORDED FIELD DATA SHALL BE SUBMITTED TO THE PUBLIC UTILITIES DEPARTMENT ALONG WITH THE PUMP STATION ASBUILT AND PUMP STATION MAINTENANCE AND OPERATING MANUALS.
 - ALL GROUND SURROUNDING THE PUMP STATION MUST BE GRADED AND SODDED. FINAL ACCEPTANCE OF THE PUMP STATION WILL NOT BE GIVEN UNTIL EFFECTIVE EROSION AND POSITIVE DRAINAGE CONTROL HAVE BEEN PROVIDED.
 - PUMP STATIONS SHALL ONLY BE CONSIDERED AS ACCEPTABLE FOR OPERATION BY THE CITY UPON WRITTEN CONFIRMATION BY THE PUBLIC UTILITIES DEPARTMENT.
 - IN THE EVENT THAT THE STATION OR ANY OF IT'S ASSOCIATED COMPONENTS ARE DETERMINED TO BE DEFICIENT AT THE START UP, THEN THE CITY RESERVES THE RIGHT TO REQUIRE A COMPLETE NEW START UP WITH ALL PARTIES PRESENT AS NOTED.

1. REMOVE TOP SECTION OF WET WELL TO 3'-0" BELOW EXISTING GRADE OR CLOSEST PRECAST SECTION. SEE PROPOSED MECHANICAL FOR NEW WET WELL SECTION.
2. SEAL ALL WET WELL PENETRATIONS WITH NON-SHRINK H₂S RESISTANT GROUT (TYPICAL).
3. ALL EQUIPMENT REMOVED FROM EXISTING STATION TO BE TURNED OVER TO CITY, IF DESIRED. DISPOSAL BY CONTRACTOR IF NOT TURNED OVER TO CITY.
4. REMOVE ALL EXISTING PUMPS, PIPING, ELECTRICAL GEAR AND ALL OTHER EQUIPMENT FROM DRY PIT PUMP STATION. REMOVE TOP OF EXISTING STATION TO MIN. 5 FEET BELOW EXISTING GRADE. FILL REMAINING STATION WITH FLOWABLE FILL TO MIN. 5 FEET BELOW GRADE. FILL TO GRADE WITH CLEAN COMPACTED TOP SOIL. PROPOSED VALVE VAULT TO BE INSTALLED THIS LOCATION. SEE PROPOSED LIFT STATION SHEET 4.
5. REMOVE EXISTING GROUT FILLETS FROM WET WELL.
6. UPON COMPLETION OF PROJECT, SOD ALL DISTURBED AREAS WITH ST AUGUSTINE.

[illegible]



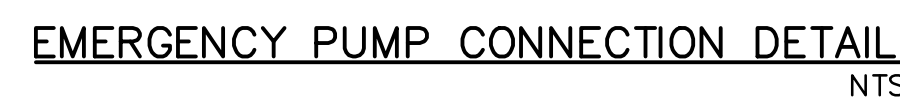
NOTE:
USE MEGA-LUG TYPE RESTRAINT AT
ALL M.J. FITTINGS.

LIFT STATION NOTES:

1. VALVE VAULT TO HAVE (2) COATS - 15 MILS TOTAL OF COAL TAR EPOXY INTERIOR COATING. INSTALL 2" SCH80 PVC VAULT DRAIN AS SHOWN. INSTALL 2" DRAIN TRAP INSIDE WETWELL.
2. PROVIDE HASP TYPE LOCKING MECHANISM ON ALL ACCESS HATCHES.
3. PUMPS TO BE FURNISHED WITH HIGH PRESSURE DISCHARGE COUPLING, STAINLESS STEEL SLIDERAIL SYSTEM, SEAL FAILURE AND THERMAL OVERLOAD INDICATORS.
4. ALL DISTURBED AREAS TO BE REGRADED AND SODDED TO MATCH EXISTING.
5. ALL HARDWARE INSIDE WETWELL TO BE 316 STAINLESS STEEL.
6. COAT ALL DIP PIPING, VALVES, FITTINGS IN WET WELL AND VALVE VAULT WITH 15 MILS OF COAL TAR EPOXY.

PROPOSED LIFT STATION OPERATION DATA

EST. DAILY FLOW = 60,000-100,000 GPD (EXISTING)
NO NEW FLOWS ARE PROPOSED
EST. AVG. RUN TIME = 5-6 HOURS PER DAY



EQUIPMENT KEY LIST

- (1) PROPOSED SUBMERSIBLE PUMPS (2) ABS MODEL # XFP100E CB1 W/ 4" DISCHARGE 375 GPM @ 31' FT TDH 6HP, 1800 RPM, 3Ø, 60HZ, 220V.
PUMP ASSEMBLIES TO INCLUDE (2) 2" 316 S.S.
GUIDE BARS AND FLOAT HANGERS,
ALL ATTACHMENT HARDWARE TO BE 316 S.S.
- (2) EXISTING 6 FT. I.D. CONCRETE WET WELL. FURNISH AND INSTALL NEW 6' DIA. TOP. FURNISH AND INSTALL NEW PRECAST CONCRETE WET WELL WITH ALUMINUM ACCESS HATCHES (SEE (3) BELOW). KEY TOP SLAB TO NEW WET WELL SECTION. CONTRACTOR TO VERIFY DIAMETER BEFORE ORDERING TOP.
- (3) WET WELL SPRING ASSISTED ACCESS HATCH
BILCO OR HALLIDAY PRODUCTS H-20 LOADING. COORDINATE ACCESS HATCH LOCATION WITH PUMP MOUNTING LOCATIONS. MINIMUM CLEAR OPENING 42"x60" TO PROVIDE CLEARANCE ON ALL SIDES OF PUMP FOR REMOVAL. ALL HARDWARE TO BE 316 S.S.
- (4) FURNISH AND INSTALL "RAVEN" OR "SPECTRASHIELD" EPOXY INTERIOR LINER IN NEW WET WELL. TO BE INSTALLED AFTER ALL PIPE AND HARDWARE AND PRIOR TO BASEPLATE INSTALLATION. (SEE PROJECT SPECIFICATIONS)
- (5) PRECAST VALVE VAULT. 5'x5' MINIMUM INTERIOR DIMENSION. FIELD INSTALL CONCRETE PIPE SUPPORTS.
- (6) VALVE VAULT SPRING ASSISTED ACCESS HATCH BILCO OR HALLIDAY PROD. H-20 LOADING 42"x42" MIN. CONTRACTOR TO VERIFY HATCH SIZE IS ADEQUATE. TO PROVIDE UNOBSTRUCTED ACCESS TO ALL VALVES. (SEE NOTE 2)
- (7) DISCHARGE RISER 6" HDPE DR9 PIPE WITH WELDED FLANGES AND 316 S.S. HARDWARE. (TYP. OF 2)
- (8) 6" FL HDPE 90° BEND (TYP. OF 2)
- (9) GROUT SEAL AROUND DISCHARGE LINES WITH H₂S RESISTANT NON-SHRINK GROUT PRIOR TO LINER INSTALLATION (TYP.)
- (10) 6"x8" M.J. REDUCER, DIP EPOXY LINED
- (11) 6" FLANGED TEE. DIP EPOXY LINED (TYP. OF 2)
- (12) 0-40 PSI GLYCERIN FILLED PRESSURE GAUGE IN TAPPED FLANGED CROSS BOSS WITH BRASS GATE VALVE
- (13) 6" 90° BEND. DIP EPOXY LINED.
- (14) 6" FL. CUSHIONED CHECK VALVE W/ SWING ARM. (TYP. OF 2)
- (15) 6" AMERICAN BALL VALVE (TYP. OF 3)
- (16) 6" GATE VALVE, EPOXY LINED WITH VALVE BOX. CONCRETE PAD AROUND VALVE BOX SHALL BE 12"x12"x6". (TYP. OF 1)
- (17) 4 FLOATS FOR PUMP CONTROL. SEE FLOAT SETTINGS CHART THIS SHEET
- (18) ANCHOR BASE ELBOW TO WET WELL FLOOR. INSTALL 1/2" 316 STAINLESS STEEL PLATE WITH 3/4" STAINLESS STEEL ALL THREAD TO ANCHOR BASE ELBOWS TO ONE (1) BASE PLATE. BASE PLATE TO BE ANCHORED TO WETWELL WITH MIN. FOUR (4) 3/4" ALL THREAD WITH EPOXY ANCHORS (MIN. 4" EMBEDDED) IN CONCRETE FLOOR
- (19) LEVEL TRANSDUCER STILLING WELL 6" PVC WITH 1/2" HOLES AS SHOWN. SUPPORT BRACKETS 316 S.S.
- (20) 2" SCH80 PVC VALVE VAULT DRAIN WITH TRAP
- (21) 8" MJ 45° BEND, DIP EPOXY LINED (TYP. OF 1)
- (22) 6" SCH80 PVC WET WELL VENT WITH 316 S.S. INSECT SCREEN. 6" PIPE SLEEVE TO BE CAST INTO WETWELL TOP. PIPE AND FITTINGS DRY-FIT, NOT GLUED
- (23) 8" C900 PVC FM
- (24) 6" CAMLOCK EMERGENCY PUMP CONNECTION WITH DUST CAP PER CITY STANDARDS
- (25) 6" DIP EPOXY LINED FM
- (26) GROUT SEAL AROUND DISCHARGE LINES WITH H₂S RESISTANT NON-SHRINK GROUT PRIOR TO LINER INSTALLATION (TYP.)
- (27) 4"x6" FL. ECCENTRIC REDUCER, DIP EPOXY LINED.

1	ADC	ADDENDUM NO. 1	3/19/18					
NO.	BY	REVISIONS	DATE	NO.	BY	REVISIONS	DATE	



CITY OF
HOLLY HILL
VOLUSIA COUNTY, FL

LIFT STATION #3 REHABILITATION

PROJECT No. 1000710-172461

LIFT STATION DETAILS

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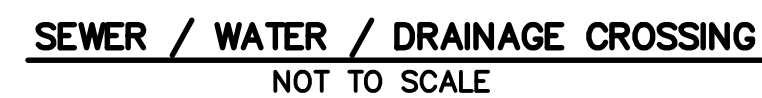
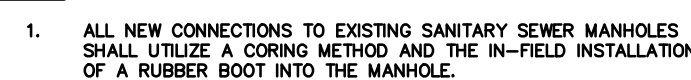
KEVIN A. LEE, P.E.
FLORIDA REGISTRATION
#71501

SHEET NO.

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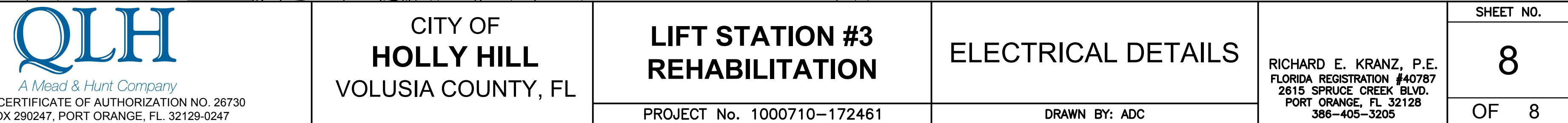
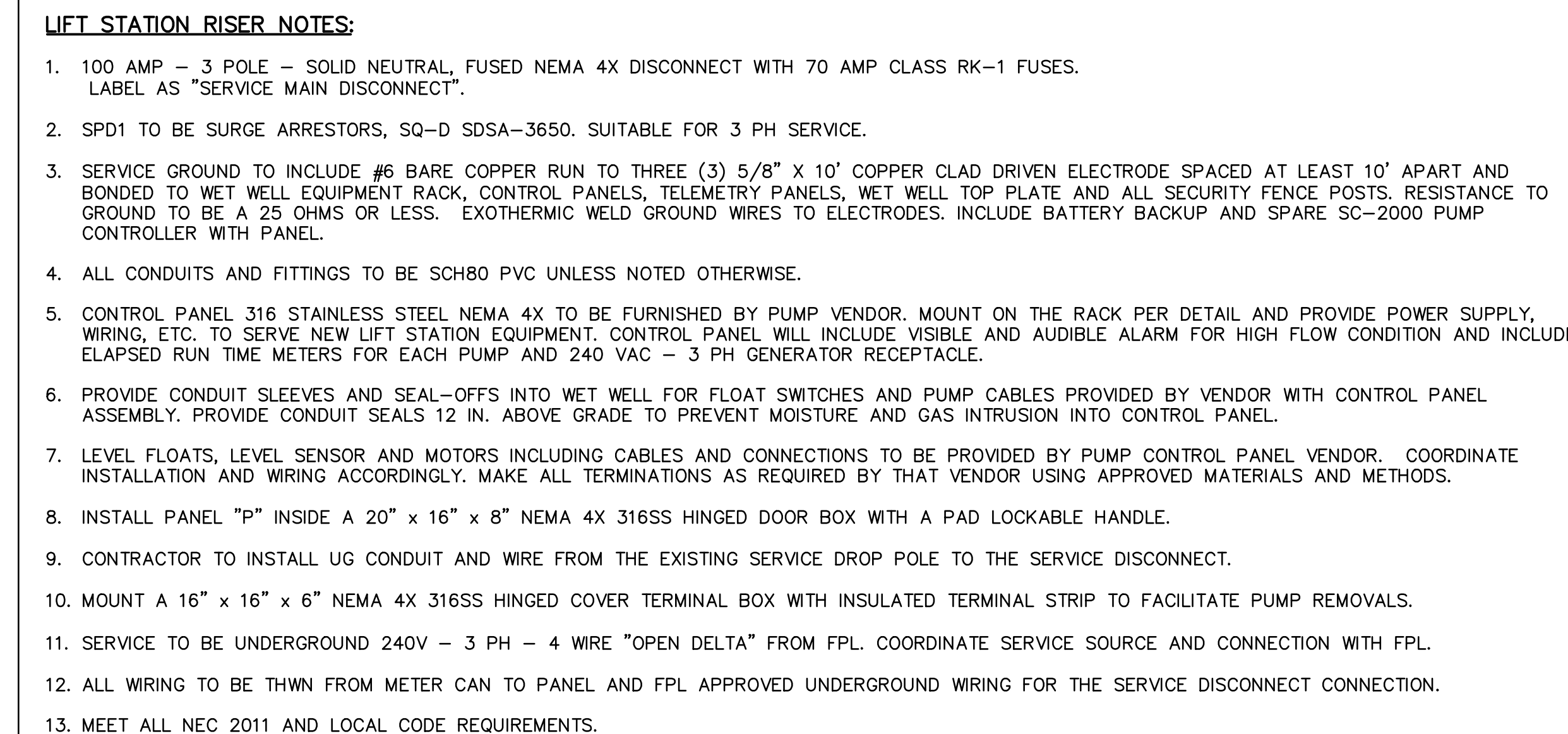
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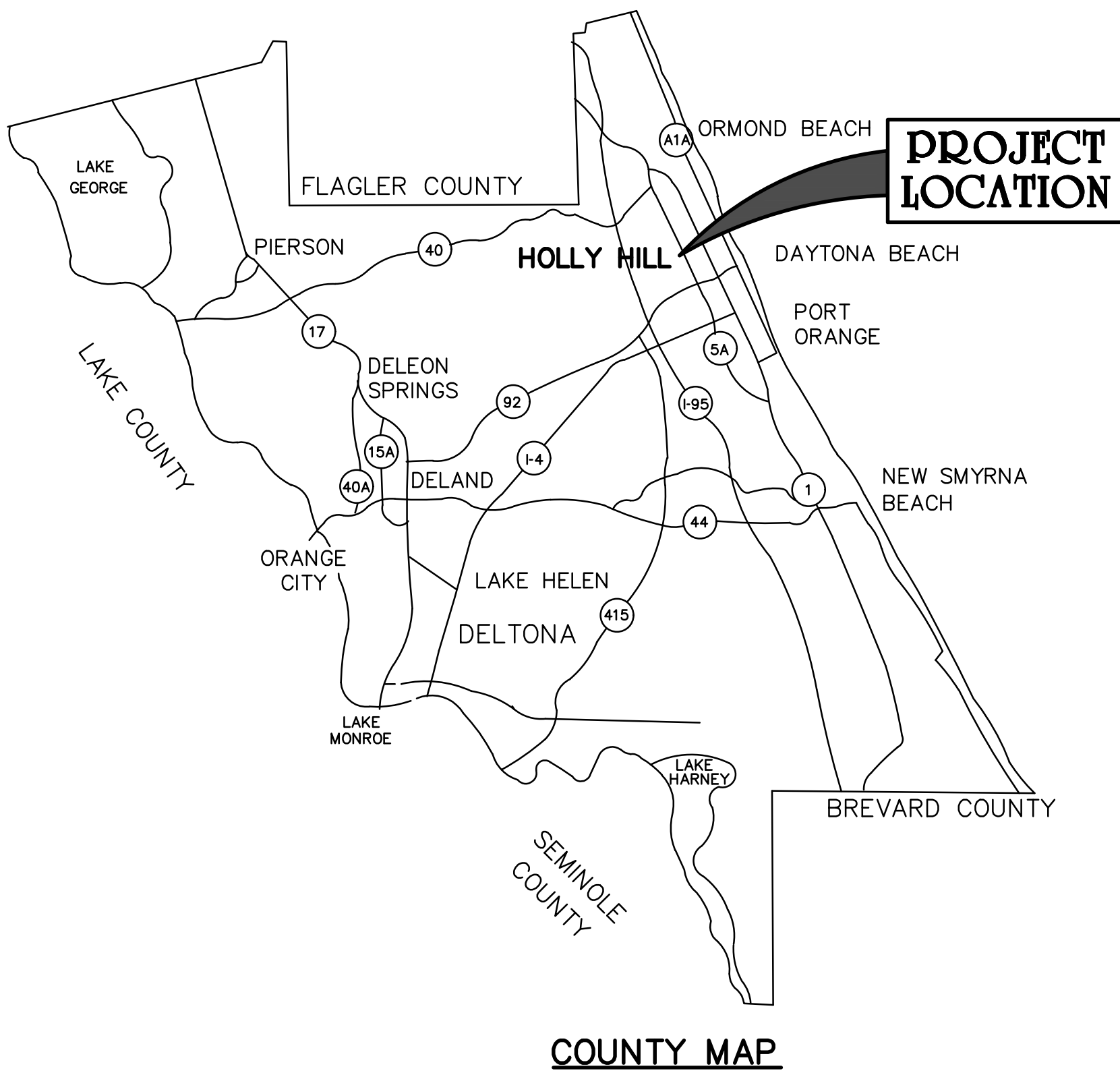
Packet Pg. 42



LIFT STATION WATER SERVICE
NOT TO SCALE

Packet Pg. 43





CITY of HOLLY HILL, FLORIDA



LIFT STATION #3 REHABILITATION

CITY OFFICIALS	
MAYOR	John Penny
CITY MANAGER	Joseph Forte
COMMISSIONERS	
DISTRICT 1	Arthur Byrnes
DISTRICT 2	Penny Currie
DISTRICT 3	John C. Danio
DISTRICT 4	Chris Via

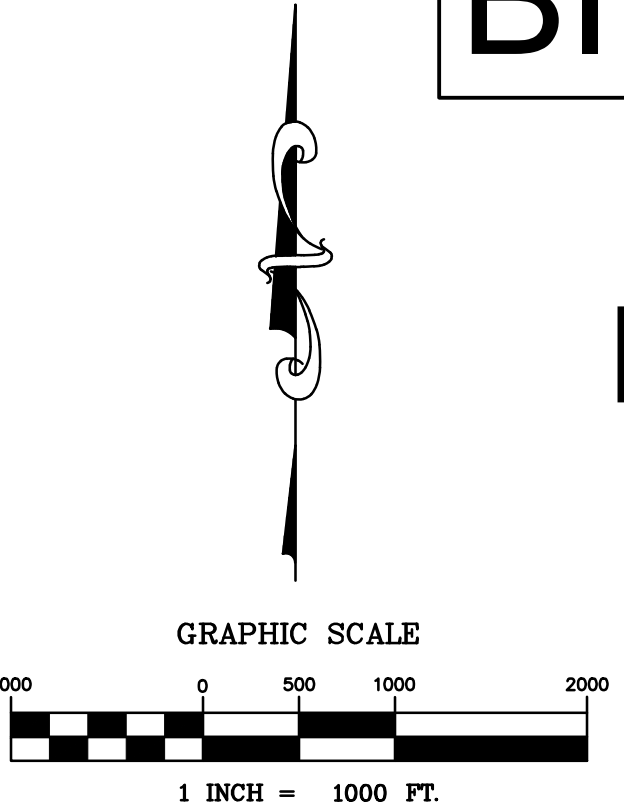
INDEX	
1	COVER SHEET – INDEX – VICINITY MAP
2	EXISTING SITE SURVEY AND BYPASS PLAN
3	EXISTING LIFT STATION – DEMOLITION DETAILS
4	PROPOSED SITE PLAN AND GENERAL NOTES
5	LIFT STATION – DETAILS
6	STANDARD DETAILS
7	STANDARD DETAILS
8	ELECTRICAL DETAILS



BID NO. 18-WW02

FEBRUARY 2018

BID SET



FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 26730
FAX 386 761-3977
P.O. BOX 290247 PORT ORANGE, FLORIDA 32129-0247 (386) 761-6810

PREPARED BY:
QLH
A Mead & Hunt Company

PROJECT TEAM:

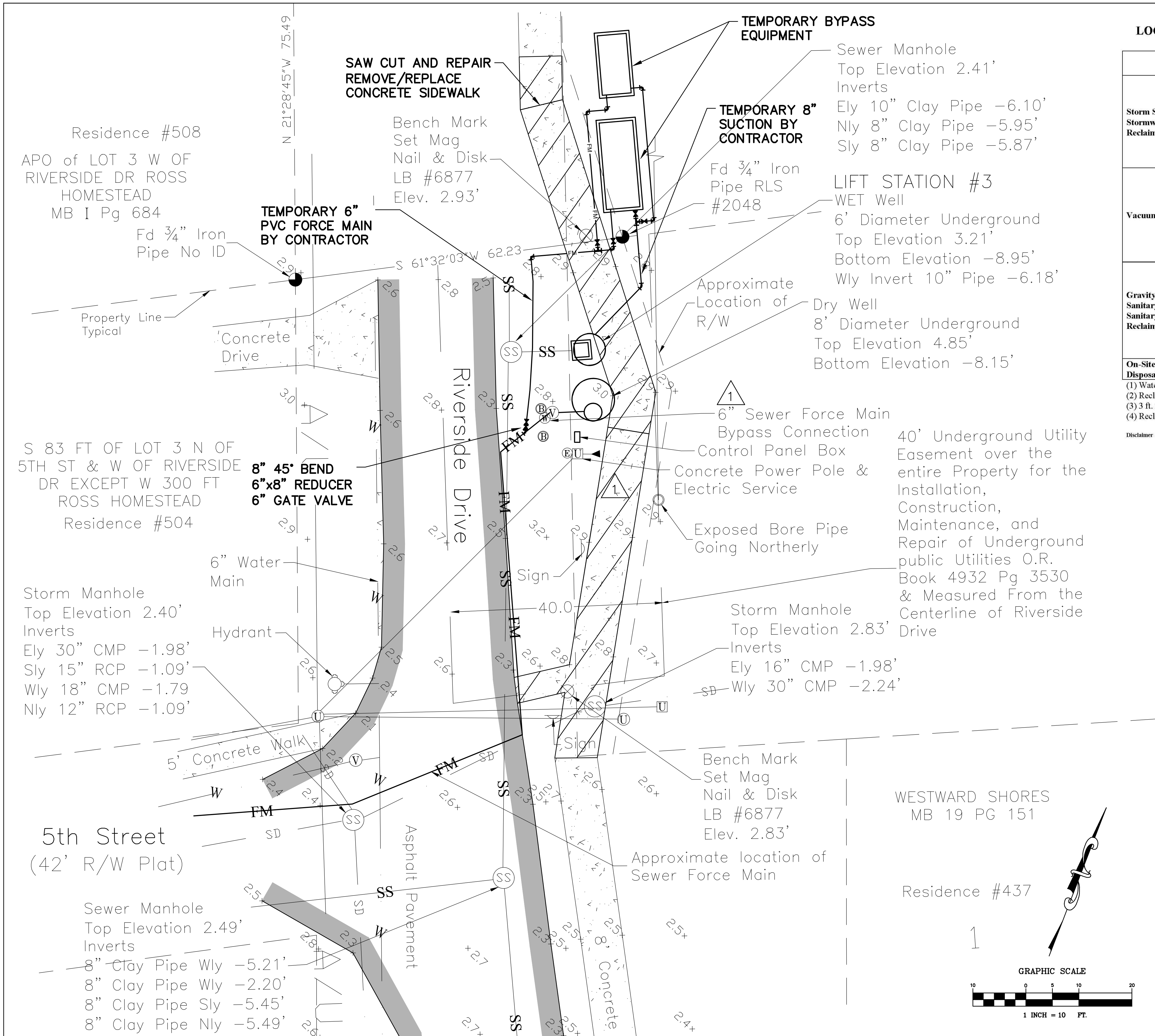
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ENGINEER OF RECORD: KEVIN A. LEE

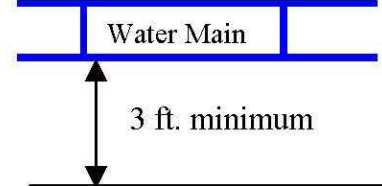
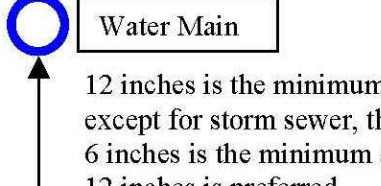
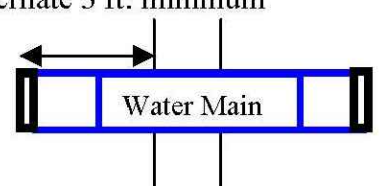
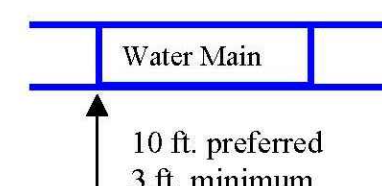
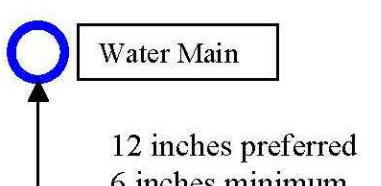
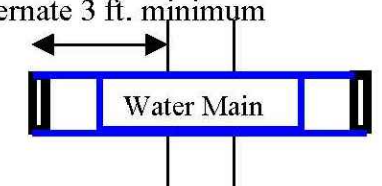
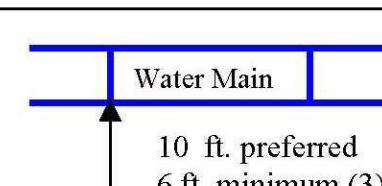
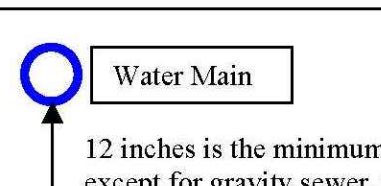
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LOCATION OF PUBLIC WATER SYSTEM MAINS IN ACCORDANCE WITH F.A.C. RULE 62-555.314

Other Pipe	Horizontal Separation	Crossings (1)	Joint Spacing @ Crossings (Full Joint Centered)
Storm Sewer, Stormwater Force Main, Reclaimed Water (2)			
Vacuum Sanitary Sewer			
Gravity or Pressure Sanitary Sewer, Sanitary Sewer Force Main, Reclaimed Water (4)			
On-Site Sewage Treatment & Disposal System	10 ft. minimum	---	---

- (1) Water main should cross above other pipe. When water main must be below other pipe, the minimum separation is 12 inches.
(2) Reclaimed water regulated under Part III of Chapter 62-610, F.A.C.
(3) 3 ft. for gravity sanitary sewer where the bottom of the water main is laid at least 6 inches above the top of the gravity sanitary sewer.
(4) Reclaimed water not regulated under Part III of Chapter 62-610, F.A.C.

Disclaimer - This document is provided for your convenience only. Please refer to F.A.C. Rule 62-555.314 for additional construction requirements.

SURVEY REPORT
Sheet 2 of 2

Site Description: A special purpose topographic survey for a lift station renovation project at Holly Hill Lift station Number 3, near 504 Riverside Drive Holly Hill, Florida.

- GENERAL NOTE:
- Field survey completed 2-6-18.
 - Bearing basis grid, Florida East Zone: N21°28'45"W along the westerly right of way of Riverside Drive.
 - Underground utilities were located as shown on sketch.
 - Underground foundation not located.
 - Dimensions shown are feet and decimals thereof.
 - No title search has been performed by or provided to Myer Land Surveying, Inc.
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 - There may be other underground utilities in the area such as gas, telephone, cable, etc. Client is advised to contact Sunshine State One Call before excavation.

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E(LY)	East(ery)	RCP	Reinforced Concrete Pipe
EMT	Electrical metal tubing	REC	Recovered
FD	Found	RLS	Registered land surveyor
FLD	Field	R/W	Right of Way
G	Gas meter	Ⓢ	Utility services
FPL	Florida Power and Light	S(LY)	South(ery)
FPLS	Florida Professional Land Surveyor	T	Telephone service
IP	Iron pipe	TYP	Typical
L	Light pole	U	Utility pole
LB	License business	W	Water meter
N(LY)	North(ery)	W(LY)	Westerly
		WF	Wooden fence

(This Survey Report is for the use of the client only. It is not to be used for any other purpose without the written consent of the surveyor. It is to be kept in the client's files and not to be loaned, copied, or otherwise used without the written consent of the surveyor. It is to be destroyed when no longer needed for the client's files. It is to be kept in the client's files and not to be loaned, copied, or otherwise used without the written consent of the surveyor. It is to be destroyed when no longer needed for the client's files.)
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Report and Survey are exclusively prepared for the benefit of:
QLH, A Mead Hunt Company

18110 CRD 96204 FB 324, pg 9, 10

MYER LAND SURVEYING, INC.
LICENSED BUSINESS #6877
MICHAEL M. MYER #LS 4006
PROFESSIONAL LAND SURVEYOR
316 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
386 255-6304 Phone

NO.	BY	ADDENDUM NO. 1	DATE	NO.	BY	REVISIONS	DATE
1	ADC	ADDENDUM NO. 1	3/7/18				
		REVISIONS					

QLH
A Mead & Hunt Company
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 26730
P.O. BOX 290247, PORT ORANGE, FL. 32129-0247

CITY OF
HOLLY HILL
VOLUSIA COUNTY, FL

LIFT STATION #3
REHABILITATION

PROJECT No. 1000710-172461

EXISTING SITE SURVEY
AND BYPASS PLAN

DRAWN BY: ADC

KEVIN A. LEE, P.E.
FLORIDA REGISTRATION
#71501

SHEET NO.
2
OF 8

LIFT STATION WETWELL CONSTRUCTION NOTES:

1.

WASTEWATER FLOW SHALL BE MAINTAINED AT ALL TIMES. BYPASS PUMPING SHALL BE REQUIRED.
2.

ALL PIPING AND FITTINGS IN WET WELLS TO BE ASSEMBLED USING 316 STAINLESS STEEL BOLTS AND NUTS ONLY.
3.

ELECTRICAL PERMIT TO BE OBTAINED FROM CITY OF HOLLY HILL (OR APPROPRIATE JURISDICTION) PRIOR TO BEGINNING WORK ON ANY ELECTRICAL WIRING, EQUIPMENT, ETC. ALL ELECTRICAL WIRING TO COMPLY WITH NATIONAL ELECTRICAL CODE.
4.

THREE COPIES OF THE LIFT STATION OPERATING MANUAL TO BE PROVIDED TO THE PUBLIC UTILITIES DEPARTMENT PRIOR TO FINAL ACCEPTANCE OF THE LIFT STATION.
5.

EMERGENCY "HIGH LEVEL" WET WELL FLASHING ALARM LIGHT AND AUDIBLE ALARM HORN REQUIRED.
6.

LINKABLE FUSED ELECTRICAL DISCONNECT REQUIRED.
7.

ALL PUMP STATION WIRING SHALL BE STANDARD COPPER AND CONDUIT TO HAVE APPROPRIATE SEAL-OFFS.
8.

THREE PHASE POWER AND MOTORS REQUIRED.
9.

4" SCH40 PVC CONDUIT FOR FLOAT WIRES SHALL BE INSTALLED FOR ALL OFFSET LIFT STATIONS.
10.

LIFT STATION START-UP INSPECTIONS SHALL BE SCHEDULED AND COORDINATED THROUGH THE CITY'S SITE INSPECTOR (48 HOURS IN ADVANCE). UPON DETERMINING THAT ALL WORK IS COMPLETE AND READY THE CITY INSPECTOR SHALL THEN NOTIFY THE CITY, CONTRACTOR, ENGINEER OF RECORD, POWER COMPANY, AND THE PUMP SUPPLIER OF THE OFFICIAL START-UP INSPECTION DATE AND TIME. UPON COMPLETION THE ENGINEER OF RECORD SHALL PROVIDE TO THE CITY A SUMMARY OF THE RESULTS OF THAT TEST AND A LIST OF ALL PUNCH LIST ITEMS OUTSTANDING
11.

PUMP STATION FINAL INSPECTION AND ACCEPTANCE PROCEDURES:

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WET WELL TO BE CLEAN AND DRY PRIOR TO ALL INSPECTIONS BY CITY PERSONNEL

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BEFORE FINAL APPROVAL OR ACCEPTANCE OF ANY PUMP STATION BY THE CITY, THERE SHALL BE FIELD INSPECTIONS MADE BY THE CITY'S REPRESENTATIVE AND INSPECTOR. THE FIELD INSPECTIONS SHALL SHOW THAT THE PUMP STATION IS FULLY OPERATIONAL AND ALL NECESSARY APPURTENANCES HAVE BEEN INSTALLED AND CONSTRUCTED IN ACCORDANCE WITH THE PLANS AND THE STANDARD CONSTRUCTION DETAILS AS APPROVED BY THE PUBLIC UTILITIES DEPARTMENT PRIOR TO CONSTRUCTION.

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UPON COMPLETION AND BEFORE ACCEPTANCE OF THE PUMP STATION INSTALLATION, THE CONTRACTOR SHALL TEST ALL THE PUMPING EQUIPMENT TO DEMONSTRATE SATISFACTORY PERFORMANCE. IF DEFICIENCIES OCCUR, THE CONTRACTOR SHALL CORRECT THEM ACCORDINGLY AND EQUIPMENT SHALL BE RETESTED.

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REPRESENTATIVES FROM THE PUMPING EQUIPMENT MANUFACTURER, ENGINEER, CONTRACTOR, CITY AND THE ELECTRICAL CONTRACTOR SHALL BE PRESENT AT THE PUMP STATION START-UP TESTING AND FOR THE FINAL SITE INSPECTION.

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ALL PUMP STATION EQUIPMENT SHALL BE TESTED AT THE START-UP. THE MANUFACTURER / CONTRACTOR SHALL PROVIDE A FORMAL TEST PROCEDURE AND FORMS FOR RECORDING DATA. THE TESTS SHALL BE PERFORMED BY THE CONTRACTOR IN THE PRESENCE OF A CITY REPRESENTATIVE AND CITY INSPECTOR. THE RECORDED FIELD DATA SHALL BE SUBMITTED TO THE PUBLIC UTILITIES DEPARTMENT ALONG WITH THE PUMP STATION ASBUILT AND PUMP STATION MAINTENANCE AND OPERATING MANUALS.

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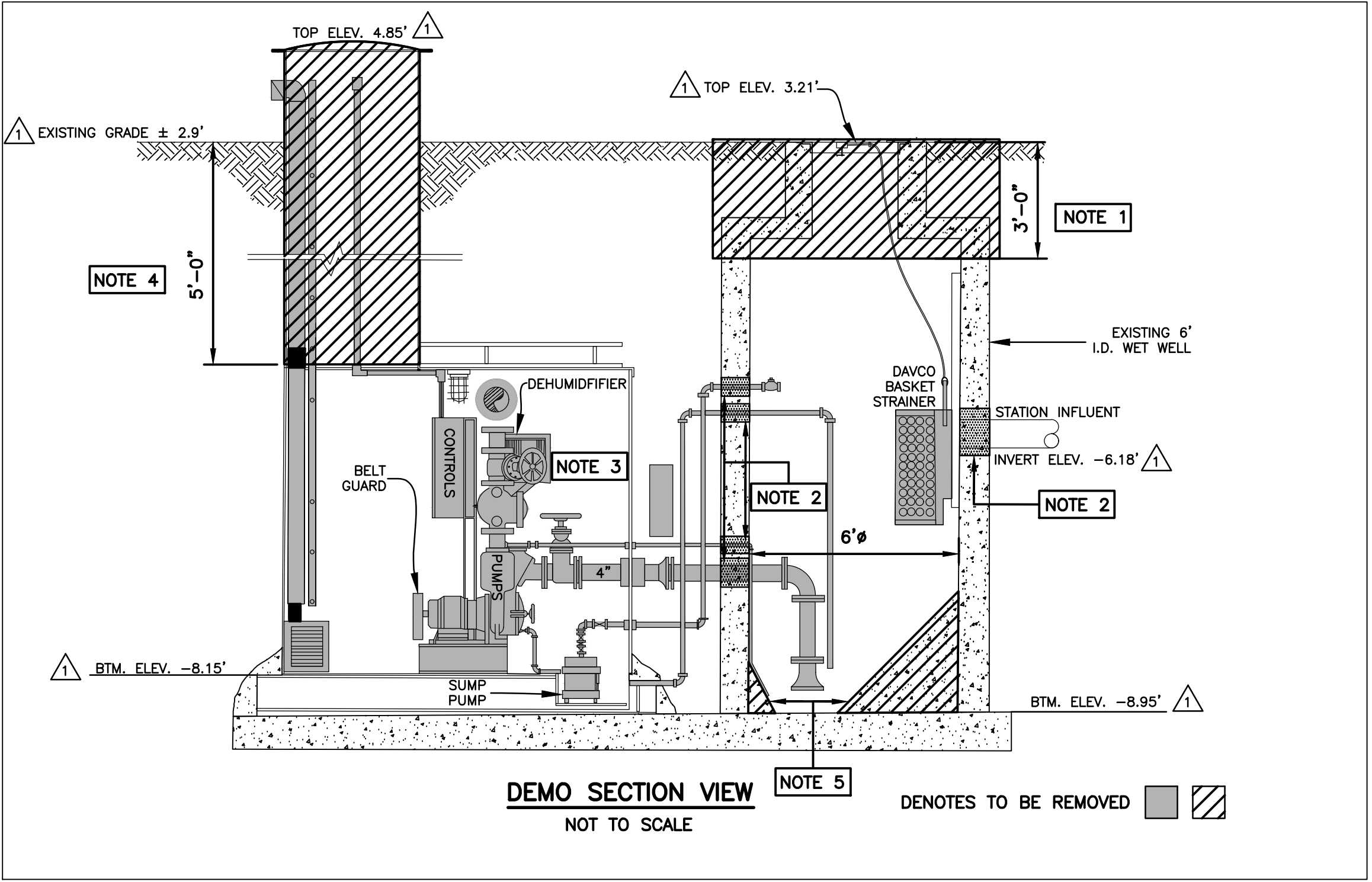
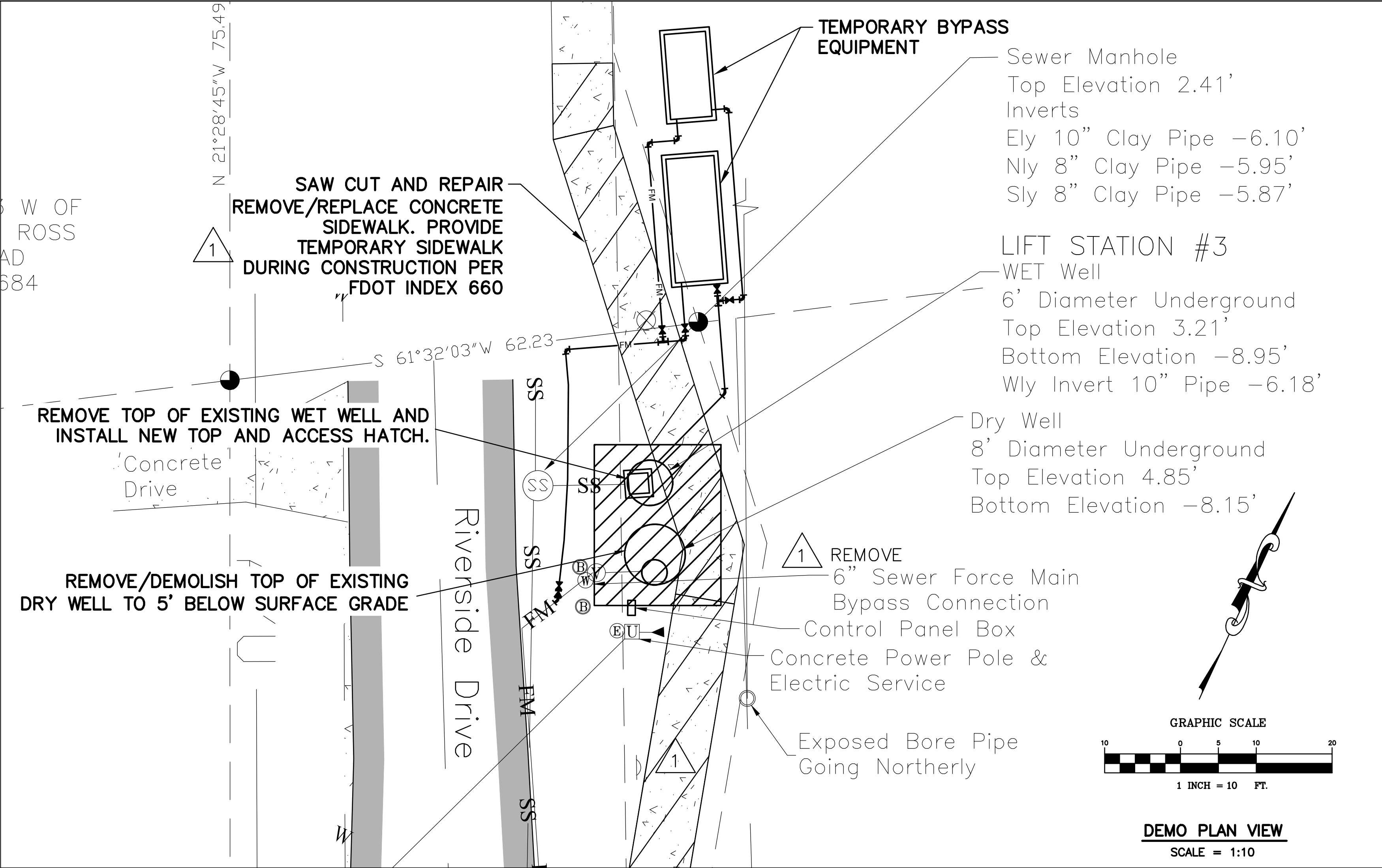
ALL GROUND SURROUNDING THE PUMP STATION MUST BE GRADED AND SODDED. FINAL ACCEPTANCE OF THE PUMP STATION WILL NOT BE GIVEN UNTIL EFFECTIVE EROSION AND POSITIVE DRAINAGE CONTROL HAVE BEEN PROVIDED.

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PUMP STATIONS SHALL ONLY BE CONSIDERED AS ACCEPTABLE FOR OPERATION BY THE CITY UPON WRITTEN CONFIRMATION BY THE PUBLIC UTILITIES DEPARTMENT.

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IN THE EVENT THAT THE STATION OR ANY OF IT'S ASSOCIATED COMPONENTS ARE DETERMINED TO BE DEFICIENT AT THE START UP, THEN THE CITY RESERVES THE RIGHT TO REQUIRE A COMPLETE NEW START UP WITH ALL PARTIES PRESENT AS NOTED.



SANITARY SEWER CONSTRUCTION NOTES

1. THE CITY'S PUBLIC UTILITIES DEPARTMENT (248-9463) SHALL BE GIVEN A MINIMUM OF 48 HOURS ADVANCE NOTICE (NOT INCLUDING HOLIDAYS OR WEEKENDS) PRIOR TO BEGINNING ANY SANITARY SEWER CONSTRUCTION.
2. ALL GRAVITY SANITARY SEWER MAIN LINES SHALL BE 8" DIAMETER MINIMUM. COMMERCIAL SERVICE LATERALS WITH MULTIPLE CONNECTIONS SHALL BE GREEN 6" DIAMETER OR LARGER. ALL SINGLE FAMILY RESIDENTIAL SERVICE LATERALS SHALL BE 4" SINGLE SERVICES.
3. ALL GRAVITY SANITARY SEWER LINES SHALL BE GREEN PVC SDR 26, ASTM D-3034. IN PLACES WHERE A MINIMUM COVER OF 4' CANNOT BE MAINTAINED, AWWA C-900 OR C-905 GREEN PVC DR-25, CLASS 100 OR CONCRETE ENCASEMENT SHALL BE USED. WATER LINES, RECLAIMED LINES, AND STORM DRAINAGE CROSSINGS SHALL ALSO FOLLOW THE CONCRETE ENCASEMENT REQUIREMENT PER THESE STANDARDS AND AS PER REGULATORY REQUIREMENTS.
4. MINIMUM GRAVITY SANITARY SEWER SLOPES ARE AS FOLLOWS:
8" PIPE 0.40%
10" PIPE 0.30%
12" PIPE 0.22%
5. MAXIMUM DEPTH OF SANITARY MANHOLES SHALL BE 15.0'. MAXIMUM DEPTH OF WET WELLS SHALL BE 20.0'
6. GRAVITY SANITARY SEWER LINES SHALL BE INSTALLED WHENEVER POSSIBLE UNDER PAVED AREAS WITHIN PUBLIC RIGHTS-OF-WAY. UTILITY EASEMENTS SHALL BE PROVIDED WHENEVER PUBLICLY-OWNED SEWER LINES ARE CONSTRUCTED OUTSIDE OF A PUBLIC RIGHT-OF-WAY.
7. GRAVITY SANITARY SEWER LINE CONSTRUCTION SHALL BE ACCOMPLISHED BY THE USE OF A LASER INSTRUMENT UNLESS ANOTHER METHOD IS PREVIOUSLY APPROVED BY THE CITY.
8. THE CONTRACTOR SHALL AT ALL TIMES, DURING PIPE LAYING OPERATIONS, DEWATER THE GROUND SUFFICIENTLY TO KEEP THE GROUNDWATER ELEVATION A MINIMUM OF 6" BELOW THE PIPE BEING LAID WITHIN THE AREA OF THE TRENCH.
9. ALL PIPES SHALL BE LAID ON A FIRM FOUNDATION. SOFT OR SPONGY BEDDING FOR PIPES IS NOT ACCEPTABLE. ANY UNSUITABLE MATERIAL SHALL BE REMOVED AND REPLACED WITH A DRY, COMPACTED, GRANULAR MATERIAL SATISFACTORY TO THE CITY.
10. ON ALL EXCAVATION AND BACKFILLING THE CONTRACTOR SHALL PROVIDE ADEQUATE SHEETING AND BRACING IN ORDER TO PROVIDE FOR THE SAFETY OF WORKMEN, AS WELL AS REPRESENTATIVES OF THE CITY, THE DESIGN ENGINEER, AND THE DEVELOPER.
11. ALL TRENCHES SHALL BE BACKFILLED WITH CLEAN FILL AND COMPACTED TO THE SPECIFIED MINIMUM COMPACTION (95% IN UNPAVED AREAS AND 98% IN PAVED AREAS) OF THE OPTIMUM DENSITY OF THAT MATERIAL BASED ON THE AASHTO T-180 MODIFIED PROCTOR TEST.
12. THE CONTRACTOR SHALL EMPLOY AN INDEPENDENT TESTING LABORATORY AT HIS OWN EXPENSE TO INSURE THAT COMPACTOR FILL MATERIAL IS COMPLETED PROPERLY. TESTS SHALL BE DONE ONE FOOT ABOVE THE PIPE AND THEN AT ONE FOOT VERTICAL INTERVALS UNTIL FINAL GRADE IS REACHED. TESTING SHALL BE COMPLETED AND TEST DOCUMENTS SUBMITTED TO THE CITY AT A MINIMUM FREQUENCY OF ONE SET OF TESTS BETWEEN EACH MANHOLE AND ONE ADDITIONAL SET OF TESTS AT EVERY MANHOLE. IDENTIFICATION OF TEST LOCATIONS SHALL BE CLEARLY INDICATED ON TEST REPORTS. TEST RESULTS SHALL BE FORWARDED PROMPTLY TO THE CITY'S DESIGNATED SITE INSPECTOR.
13. THE CONTRACTOR SHALL INSTALL A METALLIZED FOIL LOCATOR TAPE, OR SIMILAR DEVICE AS MAY BE APPROVED BY THE CITY FOR THE FULL LENGTH OF ALL PVC SEWAGE FORCE MAINS. THIS PIPE LOCATOR AID SHALL BE INSTALLED BETWEEN 15" AND 24" BELOW FINISHED GRADE OR AS DIRECTED BY THE MANUFACTURER. TAPE SHALL BE COLOR CODED FOR SANITARY SEWER AND FORCE MAIN. A No. 12 WIRE SHALL BE INSTALLED WITH WIRE BROUGHT UP AT ALL VALVES.
14. ALL TESTING REQUIRED BY THE CITY SHALL BE PAID FOR BY THE CONTRACTOR/DEVELOPER.
15. ALL LOCAL COLLECTION SANITARY SEWER MANHOLES SHALL BE PRECAST WITH A MINIMUM INSIDE DIAMETER OF 4 FEET.
16. STANDARD MANHOLES SHALL BE LOCATED AT INTERVALS NOT EXCEEDING 350 FEET.
17. ALL SEWER FITTINGS TO BE "HARCO", MULTIFITTINGS, VASSALLO, PLASTIC TREADS, HEAD OR CITY APPROVED EQUAL.
18. MANHOLE RIMS SHALL MATCH FLUSH WITH THE FINISH GRADE ELEVATION IN PAVED AREAS AND A MINIMUM OF 0.2 FEET AND MAXIMUM OF 0.5 FEET ABOVE GRADE, GENERALLY IN UNPAVED AREAS.
19. THE CONTRACTOR SHALL CONSTRUCT SANITARY SEWER MANHOLES IN SUCH A WAY THAT SEWER LINES DO NOT INTERSECT SEALED JOINTS BETWEEN SECTIONS OF THE MANHOLE.
20. RUBBER BOOTS AND STAINLESS STEEL BANDS SHALL BE UTILIZED IN THE CONNECTION OF THE SEWER MAIN TO THE MANHOLES (SEE STANDARD MANHOLE AND BOOT DETAIL).
21. INDIVIDUAL SANITARY SERVICE CONNECTORS ON NEW CONSTRUCTION SHALL NOT BE CONNECTED DIRECTLY INTO MANHOLES, AND MUST CONNECT TO SEWER MAIN LINES BY USE OF WYE CONNECTIONS, UNLESS OTHERWISE BE APPROVED BY THE CITY.
22. FOR SINGLE FAMILY HOMES, SINGLE FOUR INCH SEWER SERVICES LATERALS SHALL BE CONSTRUCTED AT EACH LOT OR UNIT AND LOCATED ON THE DOWNSTREAM SIDE OF THE LOT CENTER LINE. THESE SERVICES SHALL BE EXTENDED 4 FEET ABOVE GROUND AT THE PROPERTY LINE WITH A PVC RISER AND PLUG BEING EASILY VISIBLE FROM THE ROAD. RUBBER SEAL FITTINGS SHALL BE USED ON ALL LINES. NO GLUED JOINTS ARE PERMITTED ON LATERALS.
23. FOR MULTI-FAMILY AND COMMERCIAL SITES, 6 INCH MINIMUM SEWER SERVICES AND CLEANOUTS SHALL BE PROVIDED AS APPROVED BY THE CITY.
24. SANITARY SEWER LIFT STATIONS AND FORCE MAINS, SIZE, MATERIAL, AND DESIGNS SHALL BE APPROVED BY THE CITY. LIFT STATIONS SHALL BE CONSTRUCTED WITH A MINIMUM WET WELL INTERIOR DIAMETER OF 5 FEET. FORCE MAINS SHALL BE A MINIMUM 6 INCH DIAMETER.
25. IT SHALL BE THE RESPONSIBILITY OF THE DESIGN ENGINEER TO PREPARE AND SUBMIT FLOTATION CALCULATIONS TO SIZE THE BASE OF THE WET WELL, AND ANY MANHOLES AS DEEMED NECESSARY BY THE CITY.
26. SANITARY SEWER DROP MANHOLES SHALL ONLY BE USED UNDER SPECIAL CONDITIONS AS APPROVED BY THE CITY. DROPS LESS THAN 24" SHALL NOT BE ALLOWED.
27. ALL SANITARY SEWER MANHOLE COVERS SHALL HAVE THE WORDS "HOLLY HILL, FLORIDA SANITARY SEWER" CAST INTO THEM.
28. ALL SANITARY SEWER FORCE MAINS, INCLUDING FITTINGS, SHALL BE PVC AWWA C-900, OR C-905 (COLOR "GREEN") (PRESSURE FITTINGS, PRESSURE CLASS 150 OR C-907) FITTINGS SHALL BE HARCO PVC GASKETED FITTINGS, MULTI-FITTINGS (OR APPROVED EQUAL.) THE FORCE MAIN MINIMUM DEPTH OF COVER SHALL BE 36".
29. ALL SANITARY SEWER FORCE MAINS SHALL USE A THRUST RESTRAINT JOINT METHOD IN COMPLIANCE WITH THE DUCTILE IRON PIPE RESEARCH ASSOCIATION GUIDELINES MODIFIED TO ACCOMMODATE PVC PIPE BY FOLLOWING THE RECOMMENDED INCREASE IN RESTRAINT LENGTH CORRESPONDING TO THE INSTALLATION OF POLYETHYLENE WRAP. IN NO INSTANCE SHALL THRUST BLOCKS BE PERMITTED.
30. SANITARY SEWER MANHOLES WHICH HAVE SEWER FORCE MAINS DISCHARGING DIRECTLY INTO THEM SHALL BE FIBERGLASS OR POLY-ETHYLENE LINED. RETRO-FITTING OF MANHOLES WITH LINERS SHALL BE REQUIRED WHEN NEW CONNECTIONS SUCH AS THIS ARE MADE. FIBERGLASS SHALL BE A MINIMUM 1/2" THICKNESS UNLESS APPROVED OTHERWISE BY THE CITY. OTHER TYPES OF LINING METHODS AND MATERIALS MAY BE CONSIDERED ON A CASE BY CASE BASIS. UNDER SPECIAL CIRCUMSTANCES WHERE HYDROGEN SULFIDE IS A MAJOR CONCERN MANHOLES UPSTREAM AND/OR DOWNSTREAM OF THE FORCE MAIN TIE-IN OR WET WELL MAY ALSO BE REQUIRED TO HAVE LININGS INSTALLED.
31. THE CITY SHALL REQUIRE ALL NEW SANITARY SEWER GRAVITY SYSTEMS TO BE SMOKE TESTED PRIOR TO FINAL ACCEPTANCE. ALL TESTING MUST BE DONE IN THE PRESENCE OF THE CITY'S DESIGNATED SITE INSPECTOR.
32. THE CITY OF HOLLY HILL RESERVES THE RIGHT TO REQUIRE THE DEVELOPER TO PERFORM VACUUM TESTING OF ALL SANITARY MANHOLES, AIR TEST SEWER MAINS, AND REQUIRES THAT ALL SANITARY SEWER MAIN LINES BE TELEVIEWED PRIOR TO FINAL ACCEPTANCE. LATERALS SHALL BE TELEVIEWED UPON DEMAND BY THE CITY PRIOR TO FINAL ACCEPTANCE WHEN IT IS SUSPECTED THAT A PROBLEM EXISTS.
33. ALL SEWER MAINS, PRIOR TO ACCEPTANCE BY THE CITY AND PRIOR TO ANY FINAL PAVING OPERATIONS, SHALL BE TELEVIEWED USING A "PAN AND TILT" CAMERA BY A CITY APPROVED CONTRACTOR. THE VIDEO SHALL BE NON-STOP WITH AUDIO DESCRIBING WHAT IS BEING REVIEWED. WRITTEN VIDEO LOGS DESCRIBING THE CONDITION OF THE LINES PER NASCO, PACP, AND WACP STANDARDS SHALL ACCOMPANY THE TAPE SUBMISSION TO THE CITY PRIOR TO COMMENCING ANY INSTALLATION OF ASPHALT OR CONCRETE PAVEMENT. RE-TAPING MAY BE REQUIRED BY THE CITY IF ADDITIONAL CLEARING OR CORRECTIVE ACTIONS ARE NECESSARY.

34. ALL MANHOLES CONSTRUCTED IN SIDE YARDS, BACKYARDS, AND EASEMENTS OUTSIDE OF THE RIGHT-OF-WAY SHALL BE OUTFITTED WITH FIBERGLASS LINERS IN COMPLIANCE WITH ASTM-3753 OR OTHER TYPES OF LINERS APPROVED BY THE CITY. IN ADDITION THE CITY MAY REQUIRE LINERS TO BE INSTALLED IN OTHER AREAS WHERE THE PUBLIC UTILITIES DEPARTMENT BELIEVES THE NEED IS JUSTIFIED SUCH AS IMMEDIATELY UPSTREAM OF FORCE MAINS CONNECTING TO GRAVITY MAINS.
35. ALL SEWER LINES WHICH ARE CONSTRUCTED OUTSIDE OF PUBLIC RIGHTS-OF-WAY WITHIN SIDE YARDS, BACKYARDS, AND OTHER POORLY ACCESSIBLE AREAS SHALL BE CONSTRUCTED OF C-900 PVC. ABSOLUTELY NO USE OF PLASTIC STYRENE FITTINGS SHALL BE ALLOWED.
36. SEWER LATERAL LOCATIONS SHALL BE MARKED ALONG THE OUTSIDE OF THE CURB WITH A SAW CUT "V", OR BY A METAL TAB SET INTO THE PAVEMENT.
37. CONTEC A-2000 PVC PIPE SHALL NOT BE ALLOWED FOR USE.
38. EZ-WRAP PLASTIC, AS MANUFACTURED BY PRESS SEAL GASKET CORPORATION, SHALL BE USED ON THE OUTSIDE OF ALL MANHOLE AND WETWELL JOINTS. APPLY ONE LAYER OF 9" WRAP CENTERED ON EACH JOINT. A CITY INSPECTOR SHALL PERSONALLY INSPECT ALL JOINT SEALS PRIOR TO BACKFILLING OPERATIONS.
39. ALL PROPOSED SEWER FORCE MAINS SHALL BE FLUSHED, PRESSURE TESTED AND CLEARED FOR SERVICE IN ACCORDANCE WITH THE LATEST AWWA STANDARDS AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS. THE CONTRACTOR SHALL NOTIFY THE CITY'S DESIGNATED SITE INSPECTOR WHO SHALL COORDINATE WITH CITY PERSONNEL AT THE WATER OR WASTEWATER TREATMENT PLANT (AS APPROPRIATE) AT LEAST 48 HOURS PRIOR TO BEGINNING A FULL-DIAMETER FLUSH OF THE MAINS PRIOR TO THE COMMENCEMENT OF PRESSURE TESTING (SUBJECT TO AVAILABILITY).
40. THE CONTRACTOR SHALL BE REQUIRED TO PIG ALL FORCE MAINS IN EXCESS OF 6" IN DIAMETER AND PRIMARY TRANSMISSION MAINS LOCATED ON COLLECTOR AND ARTERIAL ROADWAYS. LAUNCHING AND EXTRACTION POINTS SHALL BE DETERMINED BY THE CONTRACTOR. ALL PIGGING OPERATIONS SHALL BE WITNESSED BY A HOLLY HILL REPRESENTATIVE OR CITY UTILITY INSPECTOR. (OPTIONAL AT CITY'S DISCRETION.)
41. AS A GENERAL RULE, THE NUMBER OF JOINTS SHALL BE LIMITED WHENEVER POSSIBLE. IN SPECIAL CASES WHERE A POINT REPAIR TO AN 8" TO 12" PVC SEWER MAIN IS REQUIRED, THE PROPER RIGID WRAP AROUND SLEEVE SUCH AS A JCM-210 OVERSIZED DUCTILE IRON COUPLING OR AN APPROVED EQUAL MAY BE ALLOWED BY SPECIAL APPROVAL BY THE CITY.
42. ALL IN-LINE SANITARY SEWER FORCE MAIN VALVES SHALL BE RESILIENT SEAT (AWWA C-509) VALVES FEATURING A LINED DUCTILE IRON BODY.
43. ALL TAPPING OF MAINS AND CORING OF MANHOLES SHALL BE WITNESSED BY THE CITY AND BILLED IN ACCORDANCE WITH THE ADOPTED FEE RESOLUTION. SCHEDULING OF THESE CONNECTIONS SHALL REQUIRE A MINIMUM 48 HOUR NOTIFICATION (MEASURED ON NORMAL WORK DAYS) DIRECTED TO THE CITY'S DESIGNATED SITE INSPECTOR WHO SHALL COORDINATE THE WORK DIRECTLY WITH THE PUBLIC UTILITIES DEPARTMENT. SUBSEQUENTLY, THE CONNECTION SHALL BE SCHEDULED TO COMMENCE BETWEEN 6:00 A.M. AND NOON ON THE APPROPRIATE DAY ESTABLISHED BY THE CITY.
44. WITH RESPECT TO TIE-IN CONNECTIONS AND CORING OPERATIONS, THE CITY RESERVES THE RIGHT TO REQUIRE CONNECTIONS TO BE PERFORMED DURING PERIODS OF LOW FLOW (MIDNIGHT TO 6:00 A.M.) IN ORDER TO MINIMIZE SERVICE DISRUPTION TO EXISTING CUSTOMERS.
45. ALL WORK PERFORMED UPON SANITARY SEWER FACILITIES OWNED OR PROPOSED TO BE OWNED BY THE CITY SHALL BE CONSTRUCTED BY AN UNDERGROUND UTILITY CONTRACTOR, OR LICENSED GENERAL CONTRACTOR, WHO IS LICENSED IN THE STATE OF FLORIDA AND REGISTERED WITH THE CITY.
46. UPON CONSTRUCTION COMPLETION AND ACCEPTANCE OF THE SYSTEM, IT SHALL BE THE DESIGN ENGINEER'S RESPONSIBILITY TO ENSURE THAT THE SYSTEM IS PROPERLY CERTIFIED AND ACCEPTED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND AS-BUILTS ARE PROVIDED TO THE CITY PRIOR TO ANY USE OF THE SYSTEM.
47. FOR CONSTRUCTION PURPOSES, THE PLANS SHALL DIMENSION THE LOCATION, OF ALL FORCE MAINS MEASURED FROM THE BACK OF CURB (OR EDGE OF PAVEMENT, IF NO CURBING EXISTS).
48. ALL HDPE PIPE INSTALLED FOR SEWAGE FORCE MAINS SHALL BE SDR9 UNLESS SPECIFICALLY NOTED OTHERWISE. THE PIPE SHALL BE SIZED TO MATCH THE EXTERNAL DIAMETER OF THE PVC OR DIP TO WHICH IT IS ATTACHED.
49. LANDSCAPE PLANS SHALL CLEARLY DEPICT THE DESIGN LOCATION OF PLANTINGS RELATIVE TO THE LOCATION OF PUBLIC UTILITIES AND STORMWATER INFRASTRUCTURE IN ORDER TO EVALUATE POTENTIAL CONFLICTS.
50. ALL P.V.C. PIPE SHALL BE STORED IN SUCH A WAY AS TO PREVENT WARPING, DEFLECTION, OR DEFORMATION. ANY PIPE DEEMED TO BE MISSHAPED IN ANY WAY FOR ANY REASON SHALL BE REJECTED.
51. GREASE INTERCEPTORS ARE REQUIRED FOR ALL COMMERCIAL BUILDINGS HAVING KITCHEN, FOOD PREPARATION OR SERVING FACILITIES AND/OR MISCELLANEOUS USES. GREASE INTERCEPTORS CONSTRUCTED EXTERNAL TO BUILDINGS SHALL BE SIZED IN ACCORDANCE WITH FAC 64-E-6. CALCULATIONS TO DETERMINE SIZING REQUIREMENTS SHALL BE SUBMITTED AS PART OF BUILDING PERMITTING. AN INSPECTION MANHOLE MAY BE REQUIRED IMMEDIATELY DOWN STREAM OF THE GREASE INTERCEPTOR FOR INSPECTION PURPOSES, AS DEEMED APPROPRIATE BY THE CITY.
52. NO USED, RE-USED, RUSTED, SECOND HAND, OR ANY MATERIAL THAT IS NOT NEW SHALL BE USED IN ANY UTILITY IMPROVEMENT PROJECTS WITHIN THE CITY'S SERVICE AREA.
53. NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST SIX FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY-TYPE SANITARY SEWERS SHALL BE REDUCED TO THREE FEET WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER. NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED GRAVITY OR VACUUM-TYPE SANITARY SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST SIX INCHES, AND PREFERABLY 12 INCHES, ABOVE OR AT LEAST 12 INCHES BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE. AT THE UTILITY CROSSINGS DESCRIBED ABOVE, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE. ALTERNATIVELY, AT SUCH CROSSINGS, THE PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C., AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

SITE PLAN NOTES:

1. REGRADE AND SOD ALL DISTURBED AREAS WITH TO MATCH EXISTING.
2. OTHER UNDERGROUND UTILITIES MAY EXIST. CONTRACTOR TO ADJUST WORK ACCORDINGLY.
3. FORCEMAIN VALVE REPLACEMENT WILL REQUIRE CITY WIDE SHUTDOWN. TIE-IN TO BE PERFORMED DURING LOW FLOW PERIOD (NIGHT) AND SCHEDULED WITH CITY 72 HRS IN ADVANCE.

RESTORATION NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE TO AND REPLACEMENT OF EXISTING UTILITIES. REPLACEMENT SHALL BE TO THE COMPLETE SATISFACTION OF THE ENGINEER.
2. THE CONTRACTOR SHALL PRESERVE FROM DAMAGE ALL PROPERTY ALONG THE LINE OF WORK, OR IN THE VICINITY THEREOF, OR IS IN ANY WAY AFFECTED BY THE WORK. THE REMOVAL OF OR DESTRUCTION OF, WHICH IS NOT CALLED FOR BY THE PLANS, WHEREVER SUCH PROPERTY IS DAMAGED DUE TO CONSTRUCTION ACTIVITIES OF THE CONTRACTOR, IT SHALL BE IMMEDIATELY RESTORED TO ITS ORIGINAL CONDITION BY THE CONTRACTOR.
3. ALL RESTORATION SHALL CONFORM TO THE CITY OF HOLLY HILL REQUIREMENTS AT NO COST TO THE OWNER.
4. ALL DISTURBED AREAS WITHIN COUNTY RIGHT-OF-WAY SHALL BE SODDED.

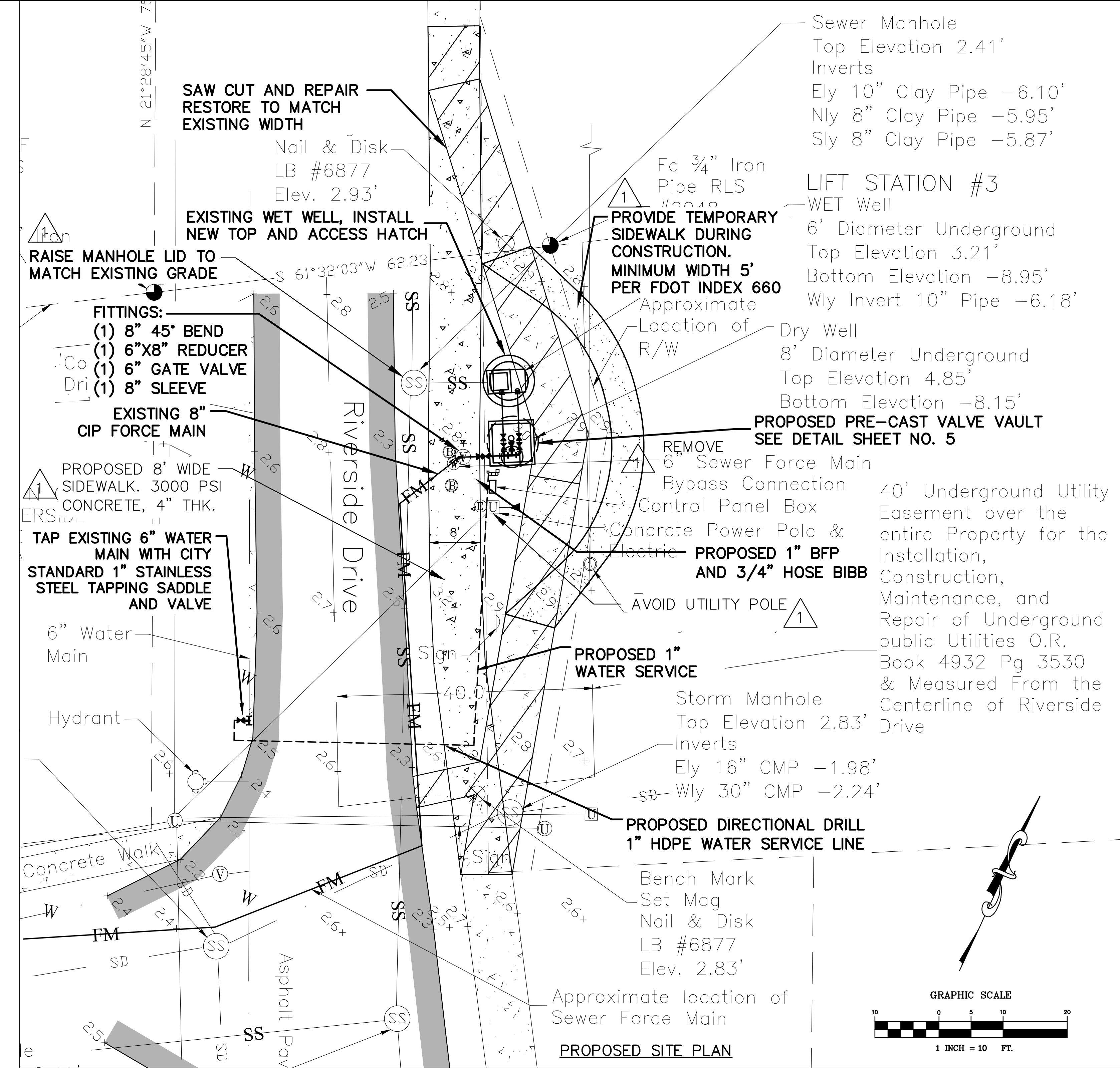
GENERAL CONSTRUCTION NOTES

1. ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH ALL GOVERNING STANDARDS, SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS.
2. UTILITIES & STRUCTURES AS SHOWN ON PLANS HAVE BEEN LOCATED FROM AVAILABLE RECORDS, BUT IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ASCERTAIN THE LOCATION OF ALL UTILITIES AND STRUCTURES TO BE ENCOUNTERED IN THE WORK AND TO AVOID CONFLICT WITH EXISTING FACILITIES.
3. THE OWNER SHALL NOT BE HELD RESPONSIBLE FOR INACCURACIES OR OMISSIONS IN THE LOCATION, ELEVATION AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER EXISTING FEATURES.
4. THE CONTRACTOR SHALL CONTACT THE ENGINEER'S OFFICE IMMEDIATELY ON ANY CONFLICTS ARISING DURING CONSTRUCTION OF ANY IMPROVEMENTS SHOWN ON THESE DRAWINGS.
5. THE CONTRACTOR SHALL PROVIDE FORTY-EIGHT (48) HOURS NOTICE TO THE VARIOUS UTILITY OWNERS PRIOR TO CONSTRUCTION.
6. THE CONTRACTOR SHALL CONDUCT HIS WORK AS TO INSURE LEAST POSSIBLE OBSTRUCTION TO TRAFFIC AND INCONVENIENCE TO THE GENERAL PUBLIC AND THE RESIDENTS IN THE VICINITY OF THE WORK AND TO INSURE THE PROTECTION OF PERSONS AND PROPERTY. NO ROAD TO BE CLOSED TO THE PUBLIC EXCEPT WITH THE APPROVAL OF THE ENGINEER AND THE PROPER GOVERNMENTAL AUTHORITY.
7. THE CONTRACTOR SHALL EMPLOY A LAND SURVEYOR, REGISTERED IN THE STATE OF FLORIDA, TO REFERENCE AND RESTORE PROPERTY CORNERS AND LAND MARKERS WHICH MAY BE DISTURBED BY CONSTRUCTION AND TO ASSURE ACCURATE HORIZONTAL AND VERTICAL CONTROLS DURING CONSTRUCTION.
8. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY AND THE CONTRACTOR'S EXPENSE TO PROVIDE THE CONSULTING ENGINEER WITH "AS-BUILT" DRAWINGS OF CONSTRUCTION. DRAWINGS SHALL CONTAIN SPECIFIC LOCATION OF ALL WATER MAINS, FORCE MAINS AND RECLAIMED WATER MAINS, VALVES AND SERVICE.
9. ADEQUATE EXCAVATION, SHEETING, SHORING AND BRACING SHALL BE PROVIDED AND SHALL CONFORM TO CONSTRUCTION REQUIREMENTS AS SET FORTH BY THE FEDERAL DEPARTMENT OF LABOR, OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION.
10. THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE A REVIEW OF THE SITE TO DETERMINE EXISTING CONDITIONS AND ANYTHING NOT SHOWN ON THESE DRAWINGS SHOULD BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND SHALL NOT CONSTITUTE AN EXTRA UNLESS APPROVED BY THE ENGINEER. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS AND OTHER FEATURES AFFECTING HIS WORK PRIOR TO CONSTRUCTION.

UTILITY OWNERS:

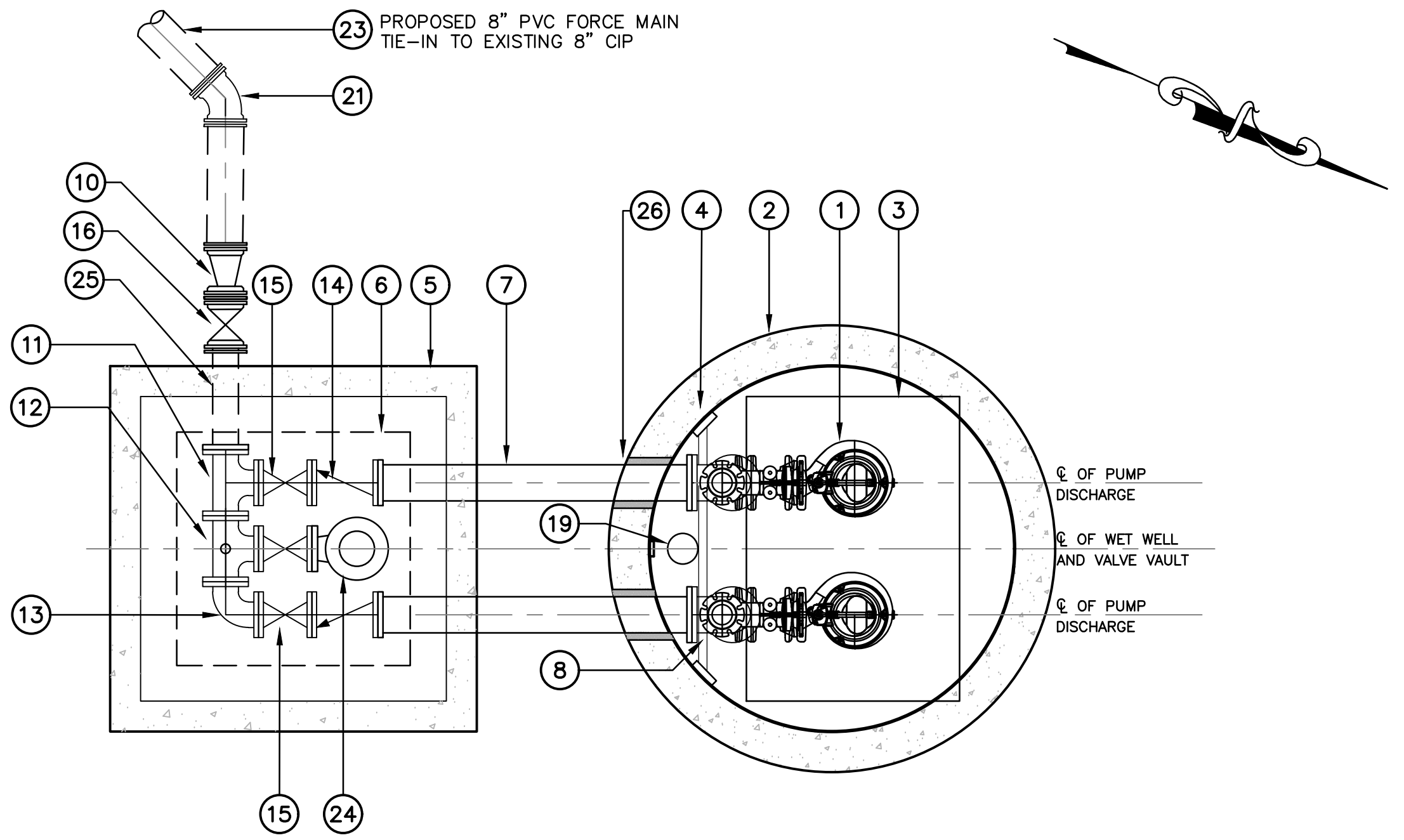
HOLLY HILL PUBLIC WORKS
CITY OF HOLLY HILL
SALUSOUTH SPECTRUM
PEOPLES GAS
VOLUSIA COUNTY
D.O.T.
SUNSHINE LOCATES

386.248.9463
386.248.2428
386.285.3080
386.780.8941
386.254.1541
386.253.5335
386.287.6000
386.736.5010
811 OR 800.432.4770



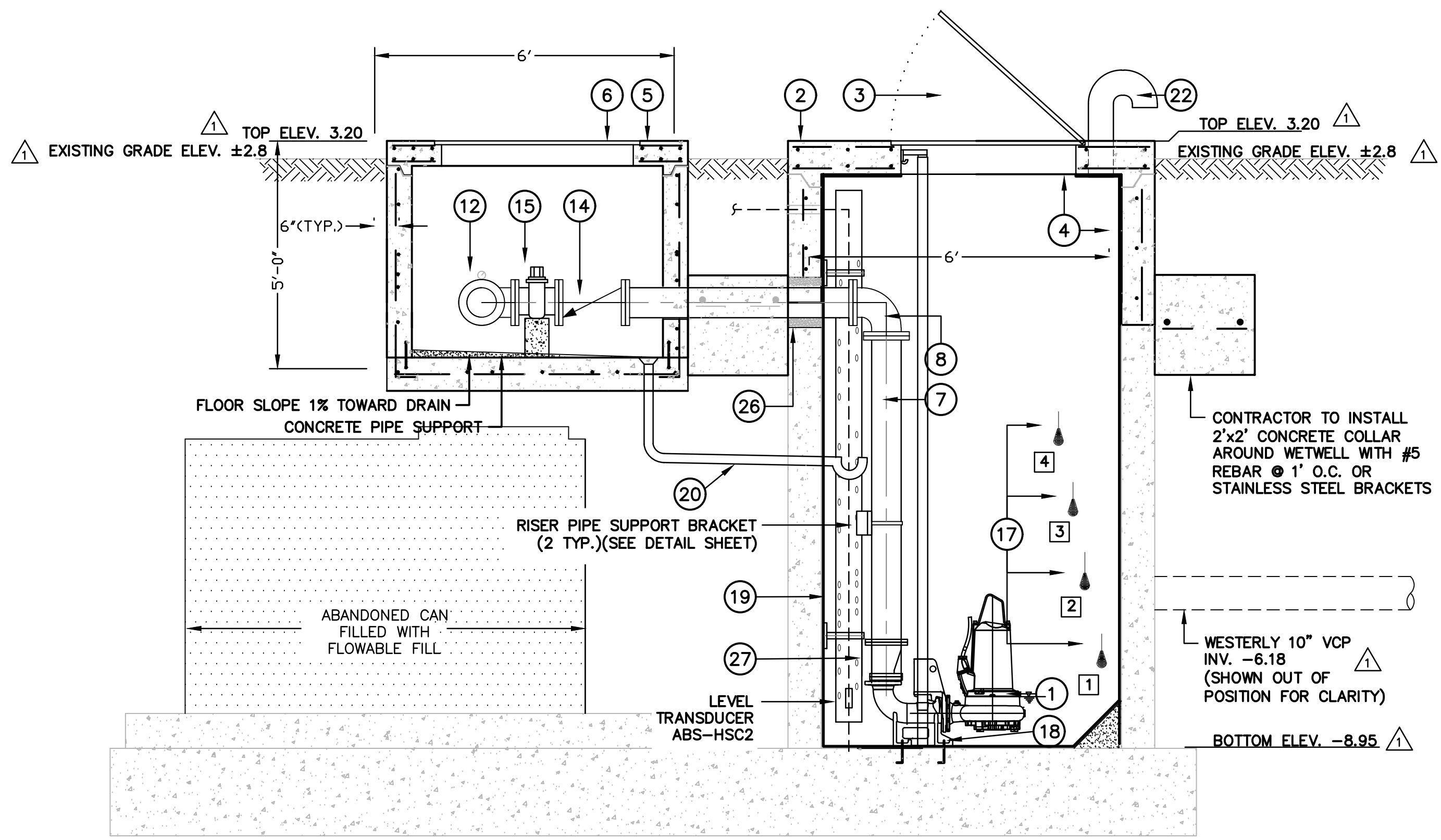
								CITY OF HOLLY HILL VOLUSIA COUNTY, FL		LIFT STATION #3 REHABILITATION		PROPOSED SITE PLAN AND GENERAL NOTES		KEVIN A. LEE, P.E. FLORIDA REGISTRATION #71501	SHEET NO. 4 OF 8	
1	ADC	ADDENDUM NO. 1	3/7/18													
NO.	BY	REVISIONS	DATE	NO.	BY	REVISIONS	DATE									

QLH
A Mead & Hunt Company
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 26730
P.O. BOX 290247, PORT ORANGE, FL. 32129-0247



PLAN VIEW
SCALE: 1/2" = 1'-0"

NOTE:
USE MEGA-LUG TYPE RESTRAINT AT ALL M.J. FITTINGS.



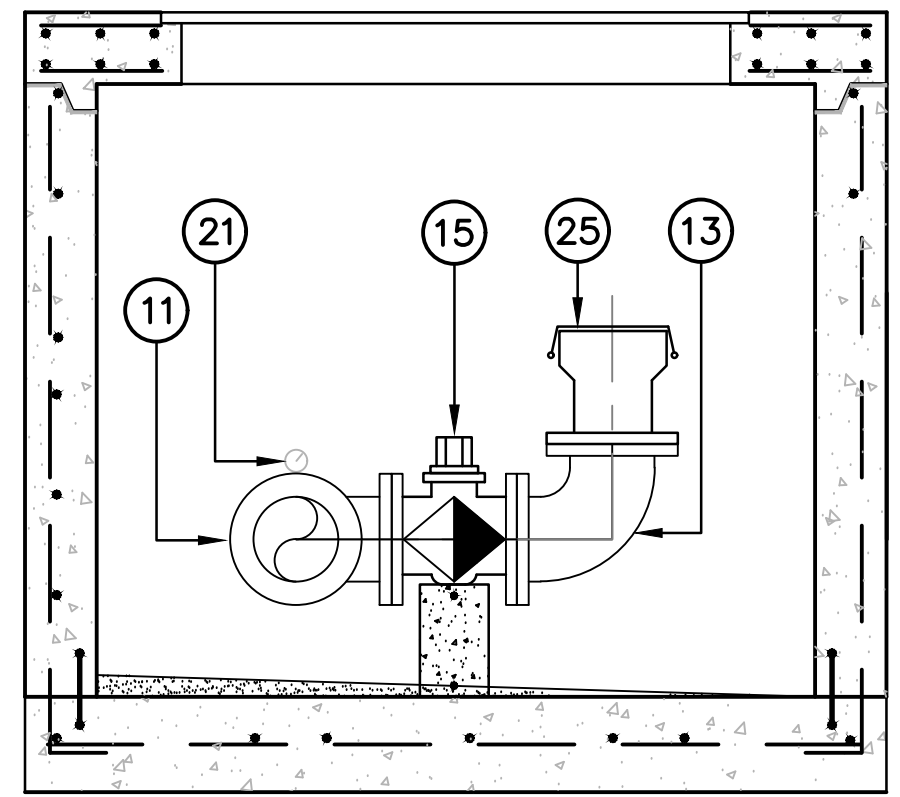
SECTION VIEW
SCALE: 1/2" = 1'-0"

BACKUP FLOAT SETTINGS			
FLOAT	ELEV.	ACTION	NOTES
1	-7.0	ALL PUMPS OFF	ADJUST PER OWNER / MANUFACTURER
2	-6.0	PUMP #1 ON	ADJUST PER OWNER / MANUFACTURER
3	-5.0	PUMP #2 ON	ADJUST PER OWNER / MANUFACTURER
4	-4.0	HIGH LEVEL	ADJUST PER OWNER

LIFT STATION NOTES:

1. VALVE VAULT TO HAVE (2) COATS – 15 MILS TOTAL OF COAL TAR EPOXY INTERIOR COATING. INSTALL 2" SCH80 PVC VAULT DRAIN AS SHOWN. INSTALL 2" DRAIN TRAP INSIDE WETWELL.
2. PROVIDE HASP TYPE LOCKING MECHANISM ON ALL ACCESS HATCHES.
3. PUMPS TO BE FURNISHED WITH HIGH PRESSURE DISCHARGE COUPLING, STAINLESS STEEL SLIDERAIL SYSTEM, SEAL FAILURE AND THERMAL OVERLOAD INDICATORS.
4. ALL DISTURBED AREAS TO BE REGRADED AND SODDED TO MATCH EXISTING.
5. ALL HARDWARE INSIDE WETWELL TO BE 316 STAINLESS STEEL.
6. COAT ALL DIP PIPING, VALVES, FITTINGS IN WET WELL AND VALVE VAULT WITH 15 MILS OF COAL TAR EPOXY.

**PROPOSED LIFT STATION
OPERATION DATA**
EST. DAILY FLOW = 60,000–100,000 GPD (EXISTING)
NO NEW FLOWS ARE PROPOSED
EST. AVG. RUN TIME = 5–6 HOURS PER DAY



EMERGENCY PUMP CONNECTION DETAIL
NTS

EQUIPMENT KEY LIST

- 1 PROPOSED SUBMERSIBLE PUMPS (2) ABS MODEL # XFP100E CB1 W/ 4" DISCHARGE 375 GPM @ 31' FT TDH 6HP, 1800 RPM, 3Ø, 60Hz, 220V. PUMP ASSEMBLIES TO INCLUDE (2) 2" 316 S.S. GUIDE BARS AND FLOAT HANGERS. ALL ATTACHMENT HARDWARE TO BE 316 S.S.
- 2 EXISTING 6 FT. I.D. CONCRETE WET WELL. FURNISH AND INSTALL NEW 6' DIA. TOP. FURNISH AND INSTALL NEW PRECAST CONCRETE WET WELL TOP WITH ALUMINUM ACCESS HATCHES (SEE 3 BELOW). KEY TOP SLAB TO NEW WET WELL SECTION. CONTRACTOR TO VERIFY DIAMETER BEFORE ORDERING TOP.
- 3 WET WELL SPRING ASSISTED ACCESS HATCH BILCO OR HALLIDAY PRODUCTS H-20 LOADING. COORDINATE ACCESS HATCH LOCATION WITH PUMP MOUNTING LOCATIONS. MINIMUM CLEAR OPENING 42"x60" TO PROVIDE CLEARANCE ON ALL SIDES OF PUMP FOR REMOVAL. ALL HARDWARE TO BE 316 S.S.
- 4 FURNISH AND INSTALL "RAVEN" OR "SPECTRASHIELD" EPOXY INTERIOR LINER IN NEW WET WELL. TO BE INSTALLED AFTER ALL PIPE AND HARDWARE AND PRIOR TO BASEPLATE INSTALLATION. (SEE PROJECT SPECIFICATIONS)
- 5 PRECAST VALVE VAULT. 5'x5' MINIMUM INTERIOR DIMENSION. FIELD INSTALL CONCRETE PIPE SUPPORTS.
- 6 VALVE VAULT SPRING ASSISTED ACCESS HATCH BILCO OR HALLIDAY PROD. H-20 LOADING 42"x42" MIN. CONTRACTOR TO VERIFY HATCH SIZE IS ADEQUATE. TO PROVIDE UNOBSTRUCTED ACCESS TO ALL VALVES. (SEE NOTE 2)
- 7 DISCHARGE RISER 6" HDPE DR9 PIPE WITH WELDED FLANGES AND 316 S.S. HARDWARE. (TYP. OF 2)
- 8 6" FL HDPE 90° BEND (TYP. OF 2)
- 9 GROUT SEAL AROUND DISCHARGE LINES WITH H₂S RESISTANT NON-SHRINK GROUT PRIOR TO LINER INSTALLATION (TYP.)
- 10 6"x8" M.J. REDUCER, DIP EPOXY LINED
- 11 6" FLANGED TEE. DIP EPOXY LINED (TYP. OF 2)
- 12 0–40 PSI GLYCERIN FILLED PRESSURE GAUGE IN TAPPED FLANGED CROSS BOSS WITH BRASS GATE VALVE
- 13 6" 90° BEND. DIP EPOXY LINED.
- 14 6" FL. CUSHIONED CHECK VALVE W/ SWING ARM. (TYP. OF 2)
- 15 6" AMERICAN BALL VALVE (TYP. OF 3)
- 16 6" GATE VALVE, EPOXY LINED WITH VALVE BOX. CONCRETE PAD AROUND VALVE BOX SHALL BE 12"x12"x6". (TYP. OF 1)
- 17 4 FLOATS FOR PUMP CONTROL. SEE FLOAT SETTINGS CHART THIS SHEET
- 18 ANCHOR BASE ELBOW TO WET WELL FLOOR. INSTALL 1/2" 316 STAINLESS STEEL PLATE WITH 3/4" STAINLESS STEEL ALL THREAD TO ANCHOR BASE ELBOWS TO ONE (1) BASE PLATE. BASE PLATE TO BE ANCHORED TO WETWELL WITH MIN. FOUR (4) 3/4" ALL THREAD WITH EPOXY ANCHORS (MIN. 4" EMBEDDED) IN CONCRETE FLOOR
- 19 LEVEL TRANSDUCER STILLING WELL 6" PVC WITH 1/2" HOLES AS SHOWN. SUPPORT BRACKETS 316 S.S.
- 20 2" SCH80 PVC VALVE VAULT DRAIN WITH TRAP
- 21 8" MJ 45° BEND, DIP EPOXY LINED (TYP. OF 1)
- 22 6" SCH80 PVC WET WELL VENT WITH 316 S.S. INSECT SCREEN. 6" PIPE SLEEVE TO BE CAST INTO WETWELL TOP. PIPE AND FITTINGS DRY-FIT, NOT GLUED
- 23 8" C900 PVC FM
- 24 6" CAMLOCK EMERGENCY PUMP CONNECTION WITH DUST CAP PER CITY STANDARDS
- 25 6" DIP EPOXP LINED FM
- 26 GROUT SEAL AROUND DISCHARGE LINES WITH H₂S RESISTANT NON-SHRINK GROUT PRIOR TO LINER INSTALLATION (TYP.)
- 27 4"x6" FL. ECCENTRIC REDUCER, DIP EPOXY LINED.

								SHEET NO.	
								5	
1	ADC	ADDENDUM NO. 1	3/7/18					KEVIN A. LEE, P.E. FLORIDA REGISTRATION #71501	
NO.	BY	REVISIONS	DATE	NO.	BY	REVISIONS	DATE	OF 8	

QLH

A Mead & Hunt Company

FLORIDA CERTIFICATE OF AUTHORIZATION NO. 26730

P.O. BOX 290247, PORT ORANGE, FL. 32129-0247

CITY OF
HOLLY HILL
VOLUSIA COUNTY, FL

LIFT STATION #3
REHABILITATION

PROJECT No. 1000710–172461

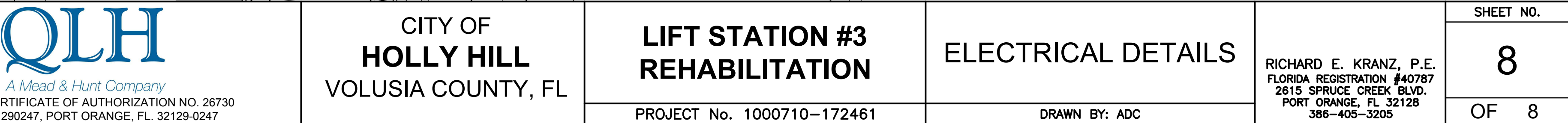
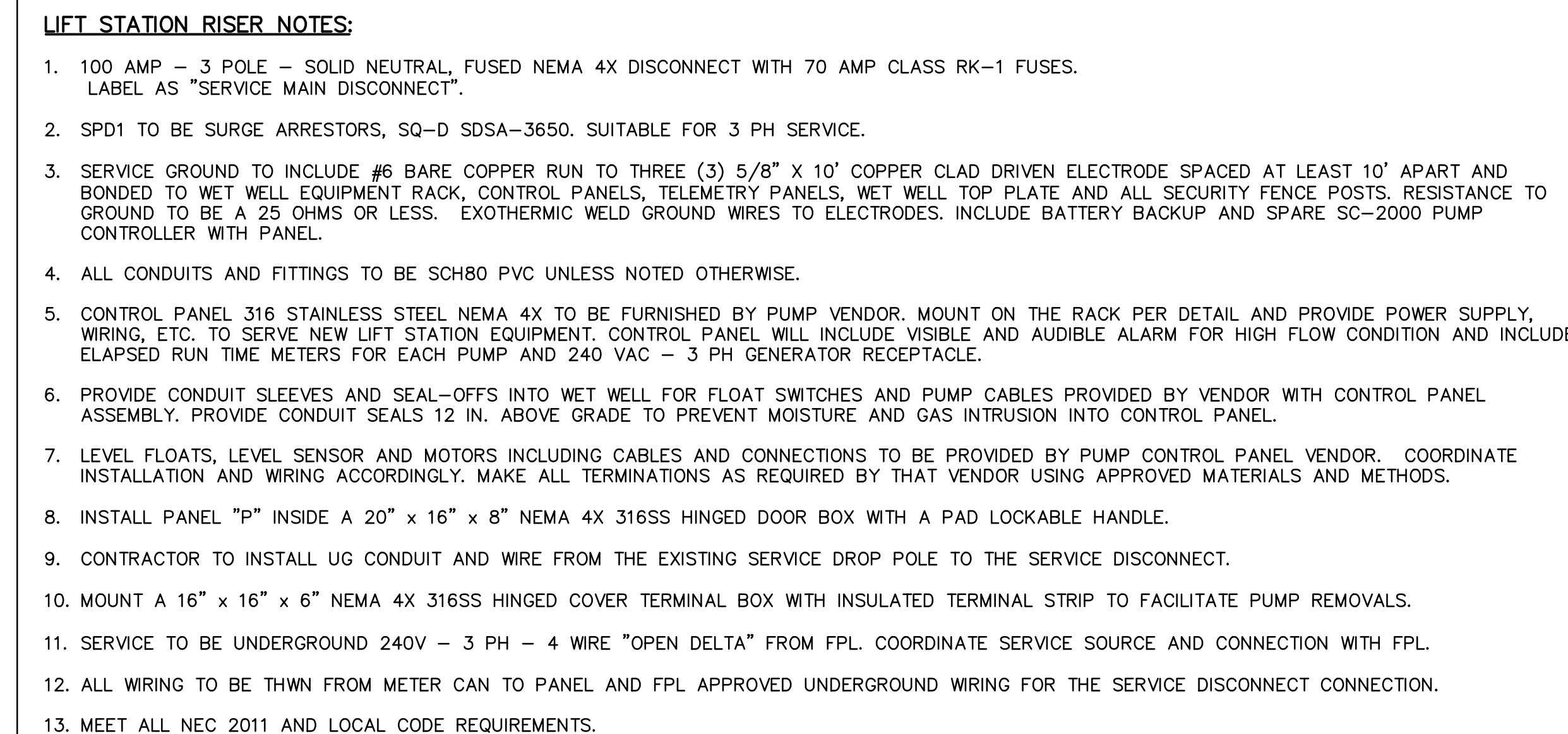
LIFT STATION
DETAILS

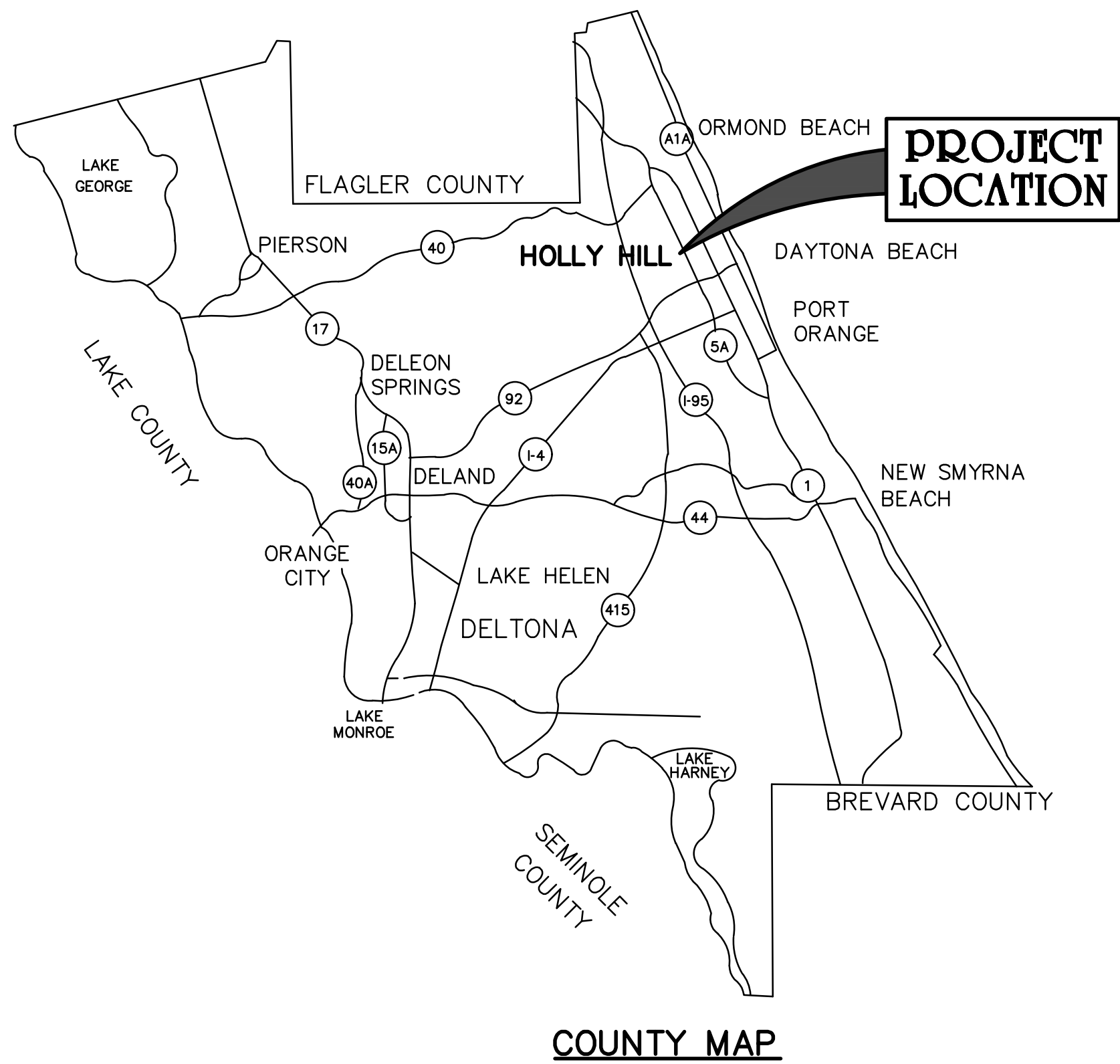
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Attachment: HH Lift Station 3 Rehab_ADDENDUM 1 Drawings (2013 - Lift Station #3 Rehabilitation 18WW02)

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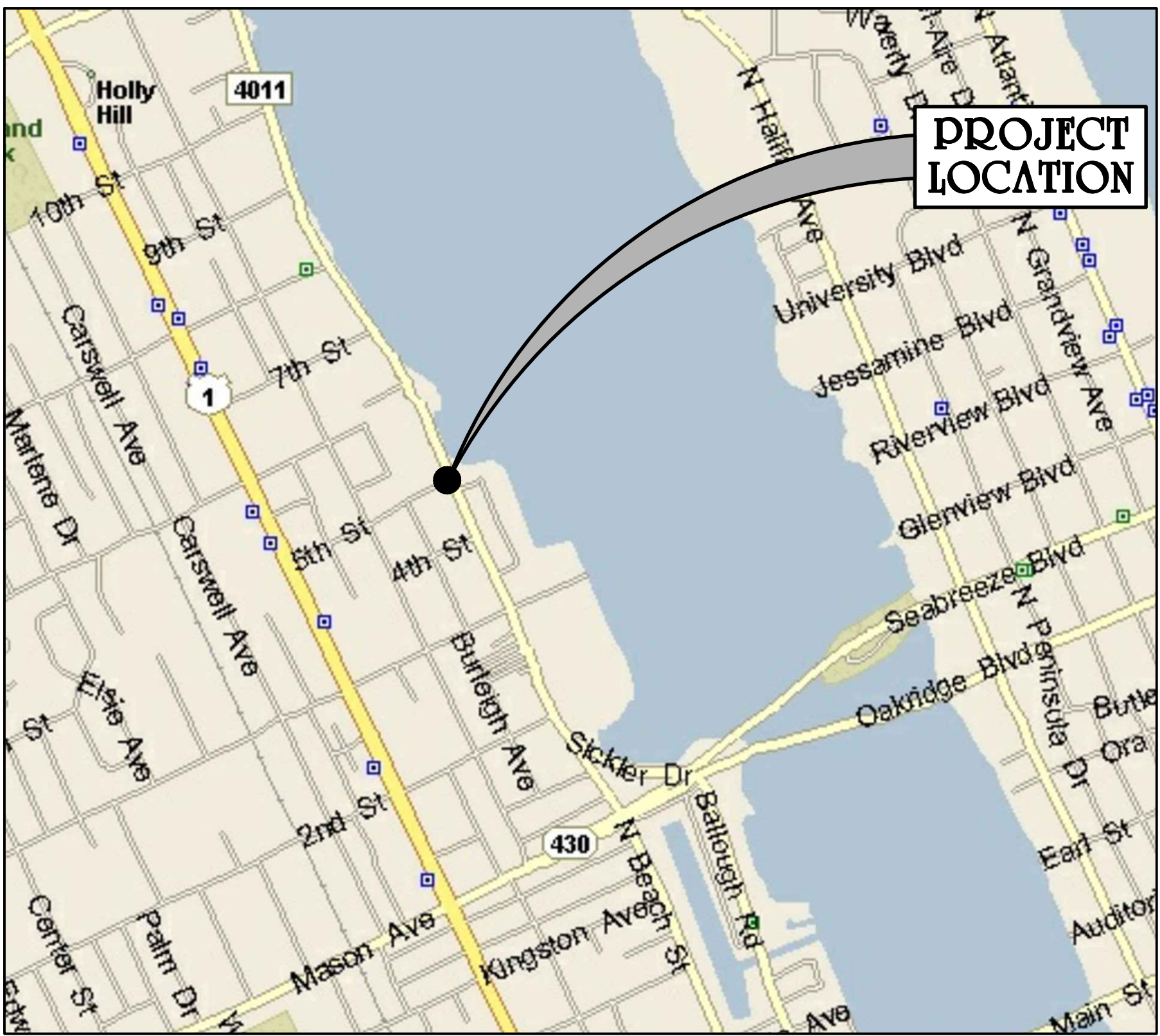
CITY of HOLLY HILL, FLORIDA



LIFT STATION #3 REHABILITATION

CITY OFFICIALS	
MAYOR	John Penny
CITY MANAGER	Joseph Forte
COMMISSIONERS	
DISTRICT 1	Arthur Byrnes
DISTRICT 2	Penny Currie
DISTRICT 3	John C. Danio
DISTRICT 4	Chris Via

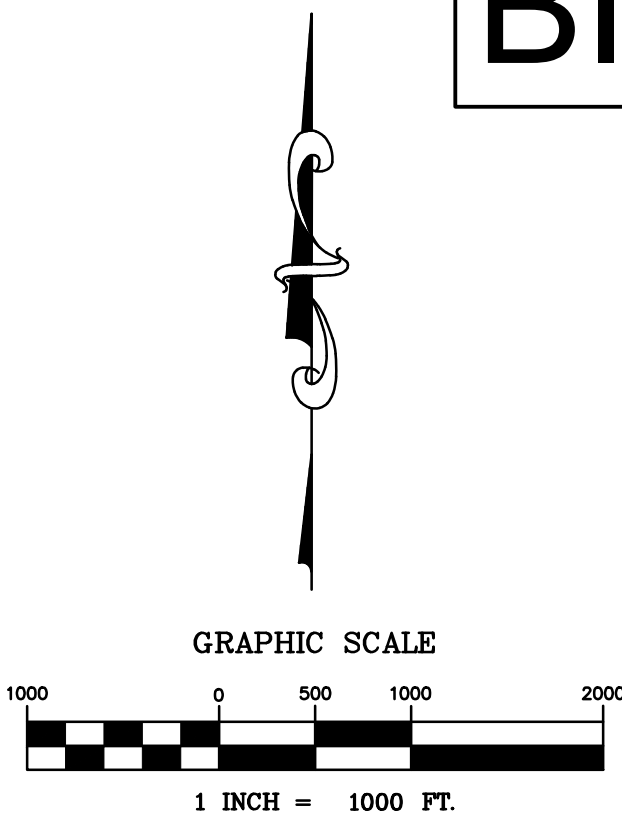
INDEX	
1	COVER SHEET – INDEX – VICINITY MAP
2	EXISTING SITE SURVEY AND BYPASS PLAN
3	EXISTING LIFT STATION – DEMOLITION DETAILS
4	PROPOSED SITE PLAN AND GENERAL NOTES
5	LIFT STATION – DETAILS
6	STANDARD DETAILS
7	STANDARD DETAILS
8	ELECTRICAL DETAILS



BID NO. 18-WW02

FEBRUARY 2018

BID SET



FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 26730
FAX 386 761-3977
P.O. BOX 290247 PORT ORANGE, FLORIDA 32129-0247 (386) 761-6810

PREPARED BY:
QLH
A Mead & Hunt Company

PROJECT TEAM:

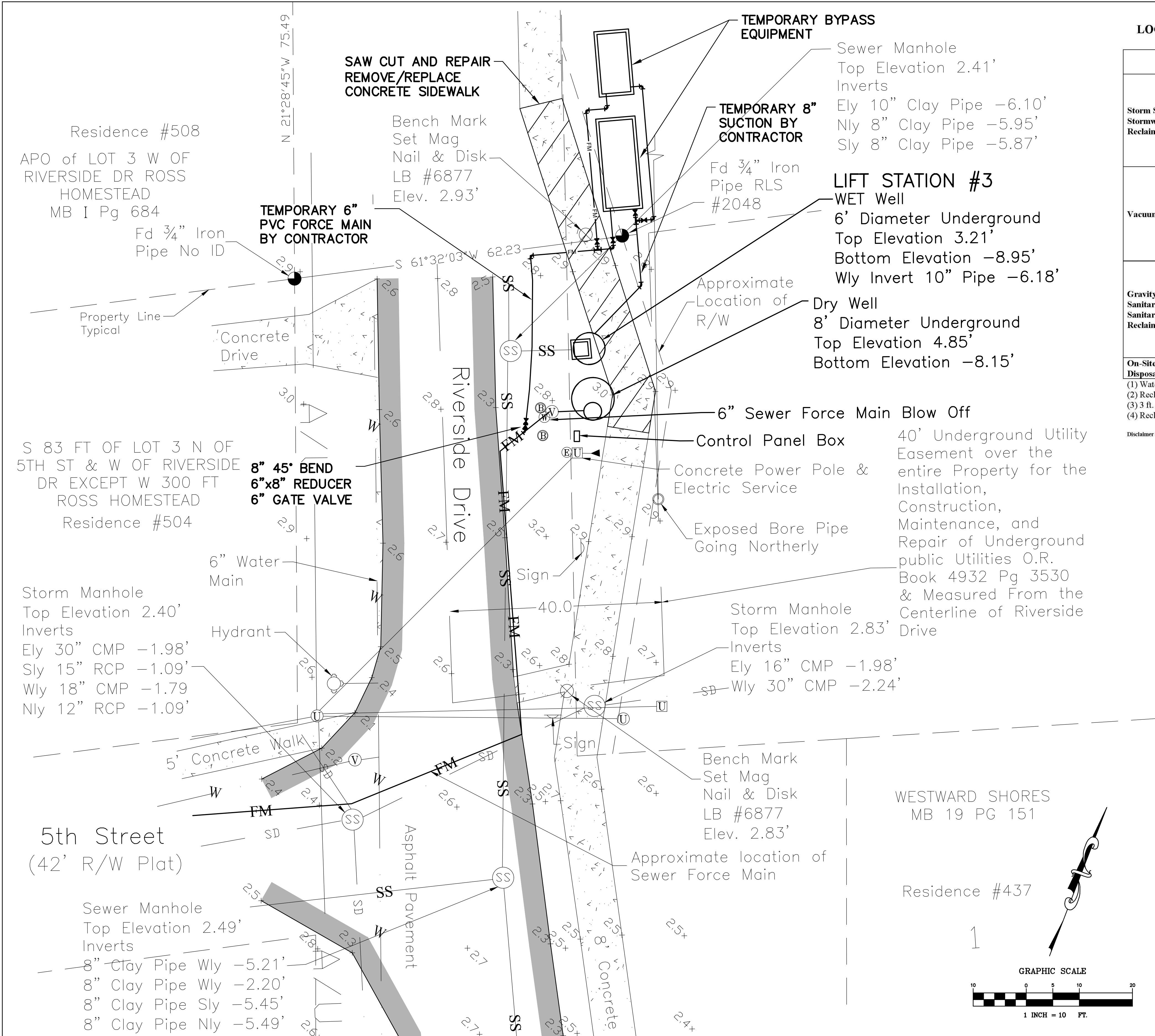
OWNER: CITY OF HOLLY HILL CONTACT: WALT SMYSER 1065 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 PHONE: (386) 248-9463 FAX: (386) 248-9449	CIVIL ENGINEER: QLH, A MEAD & HUNT COMPANY, INC. CONTACT: KEVIN A. LEE, P.E. 4401 EASTPORT PARKWAY PORT ORANGE, FLORIDA 32128 PHONE: (386) 761-6810 FAX: (386) 761-3977
SURVEYOR: MYER LAND SURVEYING, INC. 316 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117 PHONE: (386) 255-6304 FAX: (386) 255-6306	ELECTRICAL ENGINEER: RICHARD E. KRANZ, P.E. 2615 SPRUCE CREEK BLVD PORT ORANGE, FLORIDA 32128 PHONE: (386) 405-3205 FAX: (386) 788-6751

ENGINEER OF RECORD: KEVIN A. LEE

P.E. NO.: 71501

CITY OF HOLLY HILL PROJECT MANAGER: WALT SMYSER

ATTENTION IS DIRECTED TO THE FACT THAT
THESE PLANS MAY HAVE BEEN ALTERED IN
SIZE BY REPRODUCTION. THIS MUST BE
CONSIDERED WHEN OBTAINING SCALED DATA.



LOCATION OF PUBLIC WATER SYSTEM MAINS IN ACCORDANCE WITH F.A.C. RULE 62-555.314

Other Pipe	Horizontal Separation	Crossings (1)	Joint Spacing @ Crossings (Full Joint Centered)
Storm Sewer, Stormwater Force Main, Reclaimed Water (2)	 3 ft. minimum	 12 inches is the minimum, except for storm sewer, then 6 inches is the minimum and 12 inches is preferred	 Alternate 3 ft. minimum
Vacuum Sanitary Sewer	 10 ft. preferred 3 ft. minimum	 12 inches preferred 6 inches minimum	 Alternate 3 ft. minimum
Gravity or Pressure Sanitary Sewer, Sanitary Sewer Force Main, Reclaimed Water (4)	 10 ft. preferred 6 ft. minimum (3)	 12 inches is the minimum, except for gravity sewer, then 6 inches is the minimum and 12 inches is preferred	 Alternate 6 ft. minimum
On-Site Sewage Treatment & Disposal System	10 ft. minimum	---	---

- (1) Water main should cross above other pipe. When water main must be below other pipe, the minimum separation is 12 inches.
(2) Reclaimed water regulated under Part III of Chapter 62-610, F.A.C.
(3) 3 ft. for gravity sanitary sewer where the bottom of the water main is laid at least 6 inches above the top of the gravity sanitary sewer.
(4) Reclaimed water not regulated under Part III of Chapter 62-610, F.A.C.

Disclaimer - This document is provided for your convenience only. Please refer to F.A.C. Rule 62-555.314 for additional construction requirements.

SURVEY REPORT
Sheet 2 of 2

Site Description: A special purpose topographic survey for a lift station renovation project at Holly Hill Lift station Number 3, near 504 Riverside Drive Holly Hill, Florida.

- GENERAL NOTE:
- Field survey completed 2-6-18.
 - Bearing basis grid, Florida East Zone: N21°28'45"W along the westerly right of way of Riverside Drive.
 - Underground utilities were located as shown on sketch.
 - Underground foundation not located.
 - Dimensions shown are feet and decimals thereof.
 - No title search has been performed by or provided to Myer Land Surveying, Inc.
 - Elevations are North American Vertical Datum of 1988.
 - State plane coordinates are NAD 83(86). Converted in Corpscon from GPS observation processed on OPUS.
 - There may be other underground utilities in the area such as gas, telephone, cable, etc. Client is advised to contact Sunshine State One Call before excavation.

GENERAL LEGEND:			
A	Arc length	N&D	Nail and disc
A/C	Air conditioning pad	NGVD	National Geodetic Vertical Datum
A/U	Aerial utilities	P	Pool pump
C	Cable TV service	PC	Point of curve
CALC	Calculation	PCC	Point of compound curve
CB	Catch basin	PCP	Permanent control point
CL	Centerline	POB	Point of beginning
CLF	Chain link fence	POC	Point of commencement
CM	Concrete monument	PP	Pinched pipe
CMP	Corrugated metal pipe	PRC	Point of reverse curve
CONC	Concrete	PT	Point of tangent
D	Delta	PVC	Polyvinyl chloride
DESC	Description	R	Radius
Ⓔ	Electric meter	R&C	Rod and cap
E(LY)	East(ery)	RCP	Reinforced Concrete Pipe
EMT	Electrical metal tubing	REC	Recovered
FD	Found	RLS	Registered land surveyor
FLD	Field	R/W	Right of Way
G	Gas meter	Ⓢ	Utility services
FPL	Florida Power and Light	S(LY)	South(ery)
FPLS	Florida Professional Land Surveyor	T	Telephone service
IP	Iron pipe	TYP	Typical
L	Light pole	U	Utility pole
LB	Leased business	W	Water meter
N(LY)	North(ery)	W(LY)	Westerly
		WF	Wooden fence

(This Survey Report is not valid unless signed, embossed with signatory's seal, and accompanied by sheet 1: Map of Survey, Job No. 18110-17246-101) MICHAEL M. MYER, P.S. 4006 (Copyright reserved.)

Report and Survey are exclusively prepared for the benefit of:
QLH, A Mead Hunt Company

18110 CRD 96204 FB 324, pp 9, 10

MYER LAND SURVEYING, INC.
LICENSED BUSINESS #6877
MICHAEL M. MYER #LS 4006
PROFESSIONAL LAND SURVEYOR
316 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
386 255-6304 Phone

NO.	BY	REVISIONS	DATE	NO.	BY	REVISIONS	DATE

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CITY OF
HOLLY HILL
VOLUSIA COUNTY, FL

LIFT STATION #3
REHABILITATION

PROJECT No. 1000710-172461

EXISTING SITE SURVEY
AND BYPASS PLAN

DRAWN BY: ADC

KEVIN A. LEE, P.E.
FLORIDA REGISTRATION
#71501

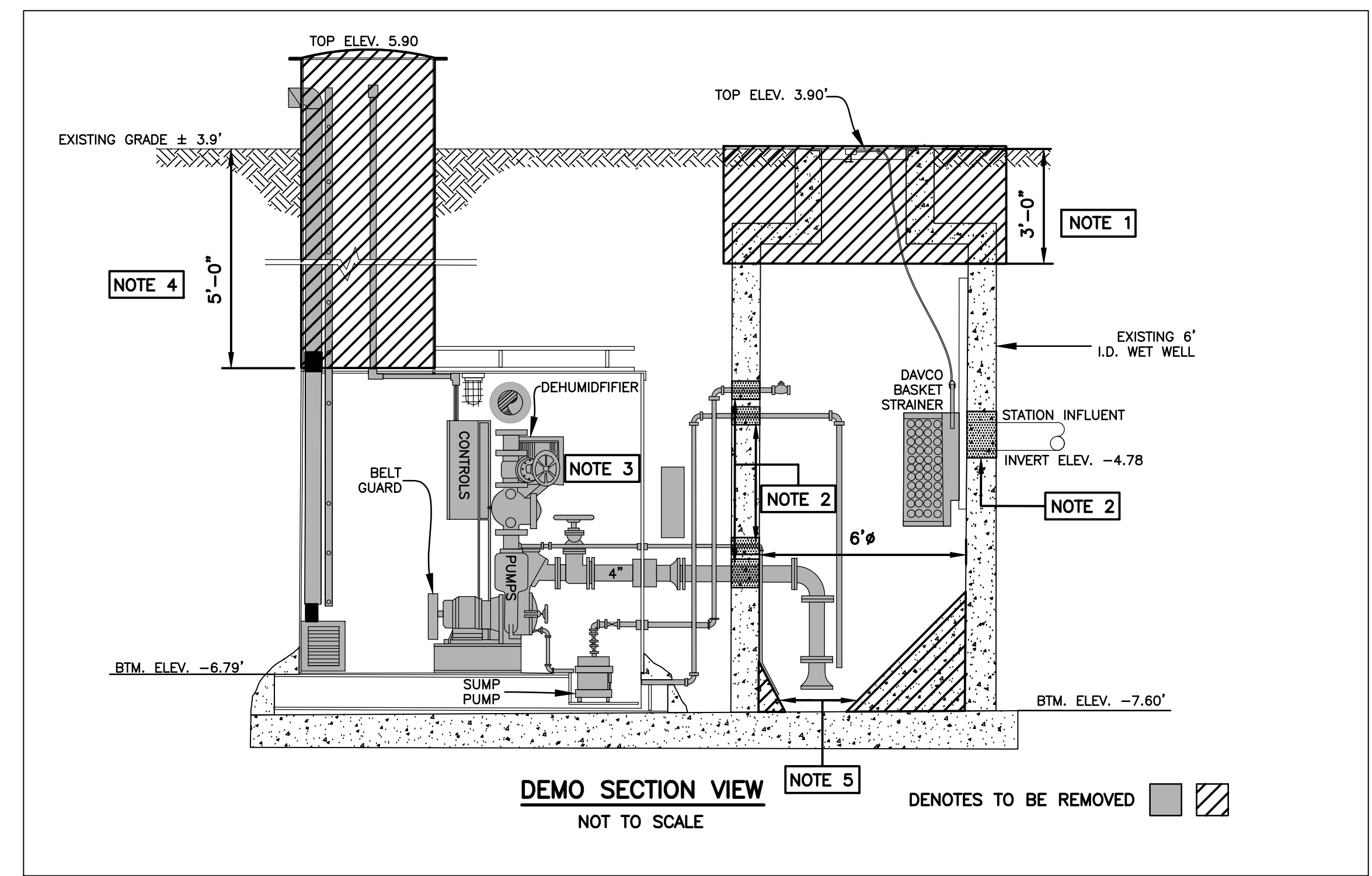
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OF 8

1. WASTEWATER FLOW MEASUREMENT SHALL BE MAINTAINED AT ALL TIMES. BYPASS PUMPING SHALL BE REQUIRED.
2. ALL PIPING AND FITTINGS IN WET WELLS TO BE ASSEMBLED USING 316 STAINLESS STEEL BOLTS AND NUTS ONLY.
3. ELECTRICAL PERMIT TO BE OBTAINED FROM CITY OF HOLLY HILL (OR APPROPRIATE JURISDICTION) PRIOR TO BEGINNING WORK ON ANY ELECTRICAL WIRING, EQUIPMENT, ETC. ALL ELECTRICAL WIRING TO COMPLY WITH NATIONAL ELECTRICAL CODE.
4. THREE COPIES OF THE LIFT STATION OPERATING MANUAL TO BE PROVIDED TO THE PUBLIC UTILITIES DEPARTMENT PRIOR TO FINAL ACCEPTANCE OF THE LIFT STATION.
5. EMERGENCY "HIGH LEVEL" WET WELL FLASHING ALARM LIGHT AND AUDIBLE ALARM HORN REQUIRED.
6. LINKABLE FUSED ELECTRICAL DISCONNECT REQUIRED.
7. ALL PUMP STATION WIRING SHALL BE STANDARD COPPER AND CONDUIT TO HAVE APPROPRIATE SEAL-OFFS.
8. THREE PHASE POWER AND MOTORS REQUIRED.
9. 4" SCH40 PVC CONDUIT FOR FLOAT WIRES SHALL BE INSTALLED FOR ALL OFFSET LIFT STATIONS.
10. LIFT STATION START-UP INSPECTIONS SHALL BE SCHEDULED AND COORDINATED THROUGH THE CITY'S SITE INSPECTOR (48 HOURS IN ADVANCE). UPON DETERMINING THAT ALL WORK IS COMPLETE AND READY THE CITY INSPECTOR SHALL THEN NOTIFY THE CITY, CONTRACTOR, ENGINEER OF RECORD, POWER COMPANY, AND THE PUMP SUPPLIER OF THE OFFICIAL START-UP INSPECTION DATE AND TIME. UPON COMPLETION THE ENGINEER OF RECORD SHALL PROVIDE TO THE CITY A SUMMARY OF THE RESULTS OF THAT TEST AND A LIST OF ALL PUNCH LIST ITEMS OUTSTANDING
11. PUMP STATION FINAL INSPECTION AND ACCEPTANCE PROCEDURES:
 - WET WELL TO BE CLEAN AND DRY PRIOR TO ALL INSPECTIONS BY CITY PERSONNEL
 - BEFORE FINAL APPROVAL OR ACCEPTANCE OF ANY PUMP STATION BY THE CITY, THERE SHALL BE FIELD INSPECTIONS MADE BY THE CITY'S REPRESENTATIVE AND INSPECTOR. THE FIELD INSPECTIONS SHALL SHOW THAT THE PUMP STATION IS FULLY OPERATIONAL AND ALL NECESSARY APPURTENANCES HAVE BEEN INSTALLED AND CONSTRUCTED IN ACCORDANCE WITH THE PLANS AND THE STANDARD CONSTRUCTION DETAILS AS APPROVED BY THE PUBLIC UTILITIES DEPARTMENT PRIOR TO CONSTRUCTION.
 - UPON COMPLETION AND BEFORE ACCEPTANCE OF THE PUMP STATION INSTALLATION, THE CONTRACTOR SHALL TEST ALL THE PUMPING EQUIPMENT TO DEMONSTRATE SATISFACTORY PERFORMANCE. IF DEFICIENCIES OCCUR, THE CONTRACTOR SHALL CORRECT THEM ACCORDINGLY AND EQUIPMENT SHALL BE RETESTED.
 - REPRESENTATIVES FROM THE PUMPING EQUIPMENT MANUFACTURER, ENGINEER, CONTRACTOR, CITY AND THE ELECTRICAL CONTRACTOR SHALL BE PRESENT AT THE PUMP STATION START-UP TESTING AND FOR THE FINAL SITE INSPECTION.
 - ALL PUMP STATION EQUIPMENT SHALL BE TESTED AT THE START-UP. THE MANUFACTURER / CONTRACTOR SHALL PROVIDE A FORMAL TEST PROCEDURE AND FORMS FOR RECORDING DATA. THE TESTS SHALL BE PERFORMED BY THE CONTRACTOR IN THE PRESENCE OF A CITY REPRESENTATIVE AND CITY INSPECTOR. THE RECORDED FIELD DATA SHALL BE SUBMITTED TO THE PUBLIC UTILITIES DEPARTMENT ALONG WITH THE PUMP STATION ASBUILT AND PUMP STATION MAINTENANCE AND OPERATING MANUALS.
 - ALL GROUND SURROUNDING THE PUMP STATION MUST BE GRADED AND SODDED. FINAL ACCEPTANCE OF THE PUMP STATION WILL NOT BE GIVEN UNTIL EFFECTIVE EROSION AND POSITIVE DRAINAGE CONTROL HAVE BEEN PROVIDED.
 - PUMP STATIONS SHALL ONLY BE CONSIDERED AS ACCEPTABLE FOR OPERATION BY THE CITY UPON WRITTEN CONFIRMATION BY THE PUBLIC UTILITIES DEPARTMENT.
 - IN THE EVENT THAT THE STATION OR ANY OF IT'S ASSOCIATED COMPONENTS ARE DETERMINED TO BE DEFICIENT AT THE START UP, THEN THE CITY RESERVES THE RIGHT TO REQUIRE A COMPLETE NEW START UP WITH ALL PARTIES PRESENT AS NOTED.

1. REMOVE TOP SECTION OF WET WELL TO MIN. 3'-0" BELOW EXISTING GRADE. SEE PROPOSED MECHANICAL FOR NEW WET WELL SECTION.
2. SEAL ALL WET WELL PENETRATIONS WITH NON-SHRINK H₂S RESISTANT GROUT (TYPICAL).
3. ALL EQUIPMENT REMOVED FROM EXISTING STATION TO BE TURNED OVER TO CITY, IF DESIRED. DISPOSAL BY CONTRACTOR IF NOT TURNED OVER TO CITY.
4. REMOVE ALL EXISTING PUMPS, PIPING, ELECTRICAL GEAR AND ALL OTHER EQUIPMENT FROM DRY PIT PUMP STATION. REMOVE TOP OF EXISTING STATION TO MIN. 5 FEET BELOW EXISTING GRADE. FILL REMAINING STATION WITH FLOWABLE FILL TO MIN. 5 FEET BELOW GRADE. FILL TO GRADE WITH CLEAN COMPACTED TOP SOIL. PROPOSED VALVE VAULT TO BE INSTALLED THIS LOCATION. SEE PROPOSED LIFT STATION SHEET 4.
5. REMOVE EXISTING GROUT FILLETS FROM WET WELL.
6. UPON COMPLETION OF PROJECT, SOD ALL DISTURBED AREAS WITH ST AUGUSTINE.

[illegible]

1. THE CITY'S PUBLIC UTILITIES DEPARTMENT (248-9463) SHALL BE GIVEN A MINIMUM OF 48 HOURS ADVANCE NOTICE (NOT INCLUDING HOLIDAYS OR WEEKENDS) PRIOR TO BEGINNING ANY SANITARY SEWER CONSTRUCTION.
2. ALL GRAVITY SANITARY SEWER MAIN LINES SHALL BE 8" DIAMETER MINIMUM. COMMERCIAL SERVICE LATERALS WITH MULTIPLE CONNECTIONS SHALL BE GREEN 6" DIAMETER OR LARGER. ALL SINGLE FAMILY RESIDENTIAL SERVICE LATERALS SHALL BE 4" SINGLE SERVICES.
3. ALL GRAVITY SANITARY SEWER LINES SHALL BE GREEN PVC SD 26, ASTM D-3034, IN PLACES WHERE A MINIMUM COVER OF 4.0' CANNOT BE MAINTAINED. AWWA C-900 OR C-905 GREEN PVC DR-25, CLASS 100 OR CONCRETE ENCASEMENT SHALL BE USED. WATER LINES, RECLAIMED LINES, AND STORM DRAINAGE CROSSINGS SHALL ALSO FOLLOW THE CONCRETE ENCASEMENT REQUIREMENT PER THESE STANDARDS AND AS PER REGULATORY REQUIREMENTS.
4. MINIMUM GRAVITY SANITARY SEWER SLOPES ARE AS FOLLOWS:
8" PIPE 0.40%
10" PIPE 0.30%
12" PIPE 0.22%
5. MAXIMUM DEPTH OF SANITARY MANHOLES SHALL BE 15.0'. MAXIMUM DEPTH OF WET WELLS SHALL BE 20.0'.
6. GRAVITY SANITARY SEWER LINES SHALL BE INSTALLED WHENEVER POSSIBLE UNDER PAVED AREAS WITHIN PUBLIC RIGHTS-OF-WAY. UTILITY EASEMENTS SHALL BE PROVIDED WHENEVER PUBLICLY-OWNED SEWER LINES ARE CONSTRUCTED OUTSIDE OF A PUBLIC RIGHT-OF-WAY.
7. GRAVITY SANITARY SEWER LINE CONSTRUCTION SHALL BE ACCOMPLISHED BY THE USE OF A LASER INSTRUMENT UNLESS ANOTHER METHOD IS PREVIOUSLY APPROVED BY THE CITY.
8. THE CONTRACTOR SHALL AT ALL TIMES, DURING PIPE LAYING OPERATIONS, DEWATER THE GROUND SUFFICIENTLY TO KEEP THE GROUNDWATER ELEVATION A MINIMUM OF 6" BELOW THE PIPE BEING LAID WITHIN THE AREA OF THE TRENCH.
9. ALL PIPES SHALL BE Laid ON A FIRM FOUNDATION. SOFT OR SPONGY BEDDING FOR PIPES IS NOT ACCEPTABLE. ANY UNSUITABLE MATERIAL SHALL BE REMOVED AND REPLACED WITH A DRY, COMPACTED, GRANULAR MATERIAL SATISFACTORY TO THE CITY.
10. ON ALL EXCAVATION AND BACKFILLING THE CONTRACTOR SHALL PROVIDE ADEQUATE SHEETING AND BRACING IN ORDER TO PROVIDE FOR THE SAFETY OF WORKMEN, AS WELL AS REPRESENTATIVES OF THE CITY, THE DESIGN ENGINEER, AND THE DEVELOPER.
11. ALL TRENCHES SHALL BE BACKFILLED WITH CLEAN FILL AND COMPACTED TO THE SPECIFIED MINIMUM COMPACTION (95% IN UNPAVED AREAS AND 98% IN PAVED AREAS) OF THE OPTIMUM DENSITY OF THAT MATERIAL BASED ON THE AASHTO T-180 MODIFIED PROCTOR TEST.
12. THE CONTRACTOR SHALL EMPLOY AN INDEPENDENT TESTING LABORATORY AT HIS OWN EXPENSE TO INSURE THAT COMPACTION OF ALL FILL MATERIAL IS COMPLETED PROPERLY. TESTS SHALL BE DONE ONE FOOT ABOVE THE PIPE AND THEN AT ONE FOOT VERTICAL INTERVALS UNTIL FINAL GRADE IS REACHED. TESTING SHALL BE COMPLETED AND TEST DOCUMENTS SUBMITTED TO THE CITY AT A MINIMUM FREQUENCY OF ONE SET OF TESTS BETWEEN EACH MANHOLE AND ONE ADDITIONAL SET OF TESTS AT EVERY MANHOLE. IDENTIFICATION OF TEST LOCATIONS SHALL BE CLEARLY INDICATED ON TEST REPORTS. TEST RESULTS SHALL BE FORWARDED PROMPTLY TO THE CITY'S DESIGNATED SITE INSPECTOR.
13. THE CONTRACTOR SHALL INSTALL A METALLIZED FOIL LOCATOR TAPE, OR SIMILAR DEVICE AS MAY BE APPROVED BY THE CITY FOR THE FULL LENGTH OF ALL PVC SEWAGE FORCE MAINS. THIS PIPE LOCATOR TAPE SHALL BE INSTALLED BETWEEN 15" AND 24" BELOW FINISHED GRADE OR AS DIRECTED BY THE MANUFACTURER. TAPE SHALL BE COLOR CODED GREEN FOR SANITARY SEWER AND FORCE MAIN. A NO. 12 WIRE SHALL BE INSTALLED WITH WIRE BROUGHT UP AT ALL VALVES.
14. ALL TESTING REQUIRED BY THE CITY SHALL BE PAID FOR BY THE CONTRACTOR/DEVELOPER.
15. ALL LOCAL COLLECTION SANITARY SEWER MANHOLES SHALL BE PRECAST WITH A MINIMUM INSIDE DIAMETER OF 4 FEET.
16. STANDARD MANHOLES SHALL BE LOCATED AT INTERVALS NOT EXCEEDING 350 FEET.
17. ALL SEWER FITTINGS TO BE "HARCO", MULTIFITTINGS, VASSALLO, PLASTIC TREADS, HEAD OR CITY APPROVED EQUAL.
18. MANHOLE RIMS SHALL MATCH FLOTH WITH THE FINISH GRADE ELEVATION IN PAVED AREAS AND A MINIMUM OF 0.2 FEET AND MAXIMUM OF 0.5 FEET ABOVE GRADE GENERALLY IN UNPAVED AREAS.
19. THE CONTRACTOR SHALL CONSTRUCT SANITARY SEWER MANHOLES IN SUCH A WAY THAT SEWER LINES DO NOT INTERSECT SEALED JOINTS BETWEEN SECTIONS OF THE MANHOLE.
20. RUBBER BOOTS AND STAINLESS STEEL BANDS SHALL BE UTILIZED IN THE CONNECTION OF THE SEWER MAIN TO THE MANHOLES (SEE STANDARD MANHOLE AND BOOT DETAIL).
21. INDIVIDUAL SANITARY SERVICE CONNECTORS ON NEW CONSTRUCTION SHALL NOT BE CONNECTED DIRECTLY INTO MANHOLES, AND MUST BE CONNECTED TO SEWER MAIN LINES BY USE OF WYE CONNECTIONS, UNLESS OTHERWISE BE APPROVED BY THE CITY.
22. FOR SINGLE FAMILY HOMES, SINGLE FOUR INCH SEWER SERVICES LATERALS SHALL BE CONSTRUCTED AT EACH LOT OR UNIT AND LOCATED ON THE DOWNSTREAM SIDE OF THE LOT CENTER LINE. THESE SERVICES SHALL BE EMBEDDED 4 FEET ABOVE GROUND AT THE PROPERTY LINE WITH A PVC RISER AND PLUG BEING EASILY VISIBLE FROM THE ROAD. RUBBER SEAL FITTINGS SHALL BE USED ON ALL LINES. NO GLOUED JOINTS ARE PERMITTED ON LATERALS.
23. FOR MULTI-FAMILY AND COMMERCIAL SITES, 6 INCH MINIMUM SEWER SERVICES AND CLEANOUTS SHALL BE PROVIDED AS APPROVED BY THE CITY.
24. SANITARY SEWER LIFT STATIONS AND FORCE MAINS, SIZE, MATERIAL, AND DESIGNS SHALL BE APPROVED BY THE CITY. LIFT STATIONS SHALL BE CONSTRUCTED WITH A MINIMUM WET WELL INTERIOR DIAMETER OF 5 FEET. FORCE MAINS SHALL BE A MINIMUM 6 INCH DIAMETER.
25. IT SHALL BE THE RESPONSIBILITY OF THE DESIGN ENGINEER TO PREPARE AND SUBMIT FLOTATION CALCULATIONS TO SIZE THE BASE OF THE WET WELL, AND ANY MANHOLES AS DEEMED NECESSARY BY THE CITY.
26. SANITARY SEWER DROP MANHOLES SHALL ONLY BE USED UNDER SPECIAL CONDITIONS AS APPROVED BY THE CITY. DROPS LESS THAN 24" SHALL NOT BE ALLOWED.
27. ALL SANITARY SEWER MANHOLE COVERS SHALL HAVE THE WORDS "HOLLY HOLLY, FLORIDA SANITARY SEWER" CAST INTO THEM.
28. ALL SANITARY SEWER FORCE MAINS, INCLUDING FITTINGS, SHALL BE PVC AWWA C-900, OR C-905 (COLOR "GREEN") (PRESSURE FITTINGS, PRESSURE CLASS 150 OR C-907) FITTINGS SHALL BE HARCO PVC GASKETTE FITTINGS, MULTI-FITTINGS (OR APPROVED EQUAL) THE FORCE MAIN MINIMUM DEPTH OF COVER SHALL BE 36".
29. ALL SANITARY SEWER FORCE MAINS SHALL USE A THRUST RESTRAINT JOINT METHOD IN COMPLIANCE WITH THE POLYETHYLENE PIPE MANUFACTURER ASSOCIATION GUIDELINES MODIFIED TO ACCOMMODATE PVC PIPE. FOLLOWING THE RECOMMENDED INCREASE IN RESTRAINT LENGTH CORRESPONDING TO THE INSTALLATION OF POLYETHYLENE WRAP. IN NO INSTANCE SHALL THRUST BLOCKS BE PERMITTED.
30. SANITARY SEWER MANHOLES WHICH HAVE SEWER FORCE MAINS DISCHARGING DIRECTLY INTO THEM SHALL BE FIBERGLASS OR POLY-ETHYLENE LINER. RETRO-FITTING OF MANHOLES WITH LINERS SHALL BE REQUIRED WHEN NEW CONNECTIONS SUCH AS THIS ARE MADE. FIBERGLASS SHALL BE A MINIMUM 1/2" THICKNESS AND BE APPROVED OTHERWISE BY THE CITY. TYPES OF LIVING METHODS AND MATERIALS MAY BE CONSIDERED ON A CASE BY CASE BASIS. UNDER SPECIAL CIRCUMSTANCES WHERE HYDROGEN SULFIDE IS A MAJOR CONCERN MANHOLES UPSTREAM AND/OR DOWNSTREAM OF THE FORCE MAIN TIE-IN OR WET WELL MAY ALSO BE REQUIRED TO HAVE LININGS INSTALLED.
31. THE CITY SHALL REQUIRE ALL NEW SANITARY SEWER GRAVITY SYSTEMS TO BE SMOKE TESTED PRIOR TO FINAL ACCEPTANCE. ALL TESTING MUST BE DONE IN THE PRESENCE OF THE CITY'S DESIGNATED SITE INSPECTOR.
32. THE CITY OF HOLLY HILL RESERVES THE RIGHT TO REQUIRE THE DEVELOPER TO PERFORM VACUUM TESTING OF ALL SANITARY MANHOLES, AIR TEST SEWER MAINS, AND REQUIRES THAT ALL SANITARY SEWER MAIN LINES BE TELEVIEWED PRIOR TO FINAL ACCEPTANCE. LATERALS SHALL BE TELEVIEWED UPON DEMAND BY THE CITY PRIOR TO FINAL ACCEPTANCE WHEN IT IS SUSPECTED THAT A PROBLEM EXISTS.
33. ALL SEWER MAINS, PRIOR TO ACCEPTANCE BY THE CITY AND PRIOR TO ANY FINAL PAVING OPERATIONS, SHALL BE TELEVIEWED WITH A "PAN AND TILT" CAMERA BY A CITY APPROVED CONTRACTOR. THE VIDEO SHALL BE PROVIDED WITH AUDIO DESCRIBING WHAT IS BEING REVIEWED. WRITTEN VIDEO LOGS DESCRIBING THE CONDITION OF THE LINES PER NASCO, PACP, AND MACP STANDARDS SHALL ACCOMPANY THE TAPE SUBMISSION TO THE CITY PRIOR TO COMMENCING ANY INSTALLATION OF ASPHALT OR CONCRETE PAVEMENT. REPAIRS MAY BE REQUIRED BY THE CITY IF ADDITIONAL CLEARING OR CORRECTIVE ACTIONS ARE NECESSARY.

- THE MAINHOLES CONSTRUCTED IN SIDE YARDS, BACKYARDS, AND EASEMENTS OUTSIDE OF THE RIGHT-OF-WAY SHALL BE OUTFITTED WITH FIBERGLASS LINERS IN COMPLIANCE WITH ASTM-3753 OR OTHER TYPE OF LINER APPROVED BY THE CITY. ADDITION THE CITY MAY REQUIRE LINERS TO BE INSTALLED IN OTHER AREAS WHERE THE PUBLIC UTILITIES DEPARTMENT BELIEVES THE NEED IS JUSTIFIED SUCH AS IMMEDIATELY UPSTREAM OF FORCE MAINS CONNECTING TO GRAVITY MAINS.
35. ALL SEWER LINES WHICH ARE CONSTRUCTED OUTSIDE OF PUBLIC RIGHTS-OF-WAY WITHIN SIDE YARDS, BACKYARDS, AND OTHER POORLY ACCESSIBLE AREAS SHALL BE CONSTRUCTED OF C-900 PVC. ABSOLUTELY NO USE OF PLASTIC STYRENE FITTINGS SHALL BE ALLOWED.
36. SEWER LATERAL LOCATIONS SHALL BE MARKED ALONG THE OUTSIDE OF THE CURB WITH A SAW CUT "V", OR BY A METAL TAP SET INTO THE PAVEMENT.
37. CONTEC A-2000 PVC PIPE SHALL NOT BE ALLOWED FOR USE.
38. EZ-WRAP PLASTIC, AS MANUFACTURED BY PRESS SEAL GASKET CORPORATION, SHALL BE USED ON THE OUTSIDE OF ALL MANHOLE AND WETWELL JOINTS. APPLY ONE LAYER OF 9" WRAP CENTERED ON EACH JOINT. A CITY INSPECTOR SHALL PERSONALLY INSPECT ALL JOINT SEALS PRIOR TO BACKFILLING OPERATIONS.
39. ALL PROPOSED SEWER FORCE MAINS SHALL BE FLUSHED, PRESSURE TESTED AND CLEARED FOR SERVICE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS. THE CONTRACTOR SHALL NOTIFY THE CITY'S DESIGNATED SITE INSPECTOR WHO SHALL COORDINATE WITH CITY PERSONNEL AT THE WATER OR WASTEWATER TREATMENT PLANT (AS APPROPRIATE) AT LEAST 48 HOURS PRIOR TO BEGINNING A FULL-DIAMETER FLUSH OF THE MAINS PRIOR TO THE COMMENCEMENT OF PRESSURE TESTING (SUBJECT TO AVAILABILITY).
40. THE CONTRACTOR SHALL BE REQUIRED TO PIG ALL FORCE MAINS IN EXCESS OF 6" IN DIAMETER AND PRIMARY TRANSMISSION MAINS LOCATED ON COLLECTOR AND ARTERIAL ROADWAYS. LAUNCHING AND EXTRACTOR UNITS PROVIDED BY THE CONTRACTOR. ALL PIGGING OPERATIONS SHALL BE WITNESSED BY A HOLLY HILL REPRESENTATIVE OR CITY UTILITY INSPECTOR. (OPTIONAL AT CITY'S DISCRETION.)
41. AS A GENERAL RULE, THE NUMBER OF JOINTS SHALL BE LIMITED WHENEVER POSSIBLE, IN SPECIAL CASES WHERE A POINT REPAIR TO AN 8" TO 12" PVC SEWER MAIN IS REQUIRED, THE PROPER RIDG WIP RAMP AROUND SLEEVE SUCH AS A JCM-210 OVERSIZED DUCTILE IRON COUPLING OR AN APPROVED EQUIV MAY BE ALLOWED BY SPECIAL APPROVAL BY THE CITY.
42. ALL IN-LINE SANITARY SEWER FORCE MAIN VALVES SHALL BE RESILIENT SEAT (AWWA C-509) VALVES FEATURING A LINED DUCTILE IRON BODY.
43. ALL TAPPING OF MAINS AND CORING OF MANHOLES SHALL BE WITNESSED BY THE CITY AND BILLED IN ACCORDANCE WITH THE ADDED FEE REGULATION. SCHEDULING OF THESE CONNECTIONS SHALL REQUIRE A MINIMUM 48 HOUR NOTIFICATION PERIOD ON NORMAL WORK DAYS) DIRECTED TO THE CITY'S DESIGNATED SITE INSPECTOR WHO SHALL COORDINATE WITH THE WORK DIRECTLY WITH THE PUBLIC UTILITIES DEPARTMENT. SUBSEQUENTLY, THE CONNECTION SHALL BE SCHEDULED TO COMMENCE BETWEEN 8:00 A.M. AND NOON ON THE DATE THE APPROPRIATE ESTABLISHES ABOVE.
44. WITH RESPECT TO TIE-IN CONNECTIONS AND CORING OPERATIONS, THE CITY RESERVES THE RIGHT TO REQUIRE CONNECTIONS TO BE PERMITTED DURING PERIODS OF LOW FLOW (MIDNIGHT TO 6:00 A.M.) IN ORDER TO MINIMIZE SEWER DISRUPTION TO EXISTING CUSTOMERS.
45. ALL WORK PERFORMED UPON SANITARY SEWER FACILITIES OWNED OR PROPOSED TO BE OWNED BY THE CITY SHALL BE CONSTRUCTED BY AN UNDERGROUND UTILITY CONTRACTOR, OR LICENSED GENERAL CONTRACTOR, WHO IS LICENSED IN THE STATE OF FLORIDA AND REGISTERED WITH THE CITY.
46. UPON CONSTRUCTION COMPLETION AND ACCEPTANCE OF THE SYSTEM, IT SHALL BE THE DESIGN ENGINEER'S RESPONSIBILITY TO ENSURE THAT THE SYSTEM IS PROPERLY CERTIFIED AND ACCEPTED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND AS-BUILTS ARE PROVIDED TO THE CITY PRIOR TO ANY USE OF THE SYSTEM.
47. FOR CONSTRUCTION PURPOSES, THE PLANS SHALL DIMENSION THE LOCATION, OF ALL FORCE MAINS MEASURED FROM THE BACK OF CURB (OR EDGE OF PAVEMENT, IF NO CURBING EXISTS).
48. ALL HOPE PIPE INSTALLED FOR SEWAGE FORCE MAINS SHALL BE SDR9 UNLESS SPECIFICALLY NOTED OTHERWISE. THE HOPE PIPE SHALL BE SIZED TO MATCH THE EXTERNAL DIAMETER OF THE PVC OR DIP TO WHICH IT IS ATTACHED.
49. LANDSCAPE PLANS SHALL CLEARLY DEPICT THE DESIGN LOCATION OF PLANTINGS RELATIVE TO THE LOCATION OF PUBLIC UTILITIES AND STORMWATER INFRASTRUCTURE IN ORDER TO EVALUATE POTENTIAL CONFLICTS.
50. ALL P.V.C. PIPE SHALL BE STORED IN SUCH A WAY AS TO PREVENT WARPING, DEFLECTION, OR DEFORMATION, ANY PIPE DEEMED TO BE MISSHAPEN IN ANY WAY FOR ANY REASON SHALL BE REJECTED.
51. GREASE INTERCEPTORS ARE REQUIRED FOR ALL COMMERCIAL BUILDINGS HAVING KITCHENS, FOOD PREPARATION OR SERVING FACILITIES AND/OR MISCELLANEOUS USES. GREASE INTERCEPTORS CONSTRUCTED EXTERNAL TO BUILDINGS SHALL BE SIZED IN ACCORDANCE WITH FAC 64A-6-E. CALCULATIONS TO DETERMINE THE IMMEDIATELY DOWNSTREAM OF THE GREASE INTERCEPTOR FOR INSPECTION PURPOSES, AS DEEMED APPROPRIATE BY THE CITY.
52. NO USED, RE-USED, RUSTED, SECOND HAND, OR ANY MATERIAL THAT IS NOT NEW SHALL BE USED IN ANY UTILITY IMPROVEMENT PROJECTS WITHIN THE CITY'S SERVICE AREA.
53. NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST SIX FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER OR POTABLE WATER MAIN. AT LEAST SIX FEET FROM THE TOP OF THE SEWER, NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED GRAVITY OR VACUUM-TYPE SANITARY SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST SIX INCHES, AND PREFERABLY 12 INCHES, FROM THE TOP OF THE WATER MAIN. WHERE IT IS NOT POSSIBLE TO MAINTAIN THE SIX FEET SEPARATION, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE, AT THE UTILITY CROSSINGS DESCRIBED ABOVE, THE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE PIPES SHALL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE. ALTERNATIVELY, SUCH CROSSINGS OF THE PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-B10, F.A.C., AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY-TYPE SANITARY SEWERS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-B10, F.A.C.

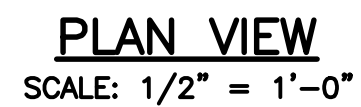
1. REGRADE AND SOD ALL DISTURBED AREAS WITH TO MATCH EXISTING.
2. OTHER UNDERGROUND UTILITIES MAY EXIST. CONTRACTOR TO ADJUST WORK ACCORDINGLY.
3. FORCEMAIN VALVE REPLACEMENT WILL REQUIRE CITY WIDE SHUTDOWN. TIE-IN TO BE PERF DURING LOW FLOW PERIOD (NIGHT) AND SCHEDULED WITH CITY 72 HRS IN ADVANCE.

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE TO AND REPLACEMENT OF EXISTING UTILITIES. REPLACEMENT SHALL BE TO THE COMPLETE SATISFACTION OF THE ENGINEER.
2. THE CONTRACTOR SHALL PRESERVE FROM DAMAGE ALL PROPERTY ALONG THE LINE OF WORK, OF WHICH THE CITY HAS THE TITLE THEREOF, OR IS IN ANY WAY AFFECTED BY THE WORK. THE REMOVAL OF OR DESTRUCTION OF, WHICH IS NOT CALLED FOR BY THE PLANS, WHEREVER SUCH PROPERTY IS LOCATED, SHALL BE AT THE CONTRACTOR'S RISK. IF SUCH PROPERTY IS DESTROYED, IT SHALL BE IMMEDIATELY RESTORED TO ITS ORIGINAL CONDITION BY THE CONTRACTOR.
3. ALL RESTORATION SHALL CONFORM TO THE CITY OF HOLLY HILL REQUIREMENTS AT NO COST TO THE OWNER.
4. ALL DISTURBED AREAS WITHIN COUNTY RIGHT-OF-WAY SHALL BE SODED.



- ALL CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH ALL GOVERNING STANDARDS, SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS.
2. UTILITIES & STRUCTURES AS SHOWN ON PLANS HAVE BEEN LOCATED FROM AVAILABLE RECORDS, BUT IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ASCERTAIN THE LOCATION OF ALL UTILITIES AND STRUCTURES TO BE ENCOUNTERED IN THE WORK AND TO AVOID CONFLICT WITH EXISTING FACILITIES.
3. THE OWNER SHALL NOT BE HELD RESPONSIBLE FOR INACCURACIES OR OMISSIONS IN THE LOCATION, ELEVATION AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER EXISTING FEATURES.
4. THE CONTRACTOR SHALL CONTACT THE ENGINEER'S OFFICE IMMEDIATELY ON ANY CONFLICTS ARISING DURING CONSTRUCTION OF ANY IMPROVEMENTS SHOWN ON THESE DRAWINGS.
5. THE CONTRACTOR SHALL PROVIDE FORTY-EIGHT (48) HOURS NOTICE TO THE VARIOUS UTILITY OWNERS PRIOR TO CONSTRUCTION.
- UTILITY OWNERS:
- | | |
|-------------------------|---------------------|
| HOLLY HILL PUBLIC WORKS | 386.248.9463 |
| CITY OF HOLLY HILL | 386.248.2426 |
| BELLSOUTH | 386.295.3080 |
| SPECTRUM | 386.760.9941 |
| FPL | 386.254.1541 |
| PEOPLES GAS | 386.253.5335 |
| VOLUSIA COUNTY | 386.257.6000 |
| D.O.T. | 386.735.5010 |
| SUNSHINE LOCATES | 811 OR 800.432.4770 |
6. THE CONTRACTOR SHALL CONDUCT HIS WORK AS TO INSURE LEAST POSSIBLE OBSTRUCTION TO TRAFFIC AND INCONVENIENCE TO THE GENERAL PUBLIC AND THE RESIDENTS IN THE VICINITY OF THE WORK AND TO INSURE THE PROTECTION OF PERSONS AND PROPERTY. NO ROAD TO BE CLOSED TO THE PUBLIC EXCEPT WITH THE APPROVAL OF THE ENGINEER AND THE PROPER GOVERNMENTAL AUTHORITY.
7. THE CONTRACTOR SHALL EMPLOY A LAND SURVEYOR, REGISTERED IN THE STATE OF FLORIDA, TO REFERENCE AND RESTORE PROPERTY CORNERS AND LAND MARKERS WHICH MAY BE DISTURBED BY CONSTRUCTION AND TO ASSURE ACCURATE HORIZONTAL AND VERTICAL CONTROLS DURING CONSTRUCTION.
8. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY AND THE CONTRACTOR'S EXPENSE TO PROVIDE THE CONSULTING ENGINEER WITH "AS-BUILT" DRAWINGS OF CONSTRUCTION. DRAWINGS SHALL CONTAIN SPECIFIC LOCATION OF ALL WATER MAINS, FORCE MAINS AND RECLAIMED WATER MAINS, VALVES AND SERVICE.
9. ADEQUATE EXCAVATION, SHEETING, SHORING AND BRACING SHALL BE PROVIDED AND SHALL CONFORM TO CONSTRUCTION REQUIREMENTS AS SET FORTH BY THE FEDERAL DEPARTMENT OF LABOR, OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION.
10. THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE A REVIEW OF THE SITE TO DETERMINE EXISTING CONDITIONS AND ANYTHING NOT SHOWN ON THESE DRAWINGS SHOULD BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND SHALL NOT CONSTITUTE AN EXTRA UNLESS APPROVED BY THE ENGINEER. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS AND OTHER FEATURES AFFECTING HIS WORK PRIOR TO CONSTRUCTION.

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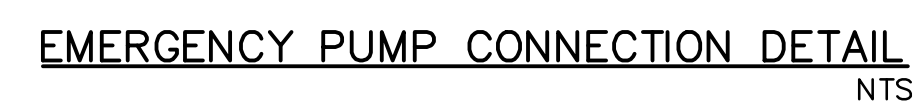


NOTE:
USE MEGA-LUG TYPE RESTRAINT AT
ALL M.J. FITTINGS.

LIFT STATION NOTES:

1. VALVE VAULT TO HAVE (2) COATS - 15 MILS TOTAL OF COAL TAR EPOXY INTERIOR COATING. INSTALL 2" SCH80 PVC VAULT DRAIN AS SHOWN. INSTALL 2" DRAIN TRAP INSIDE WETWELL.
2. PROVIDE HASP TYPE LOCKING MECHANISM ON ALL ACCESS HATCHES.
3. PUMPS TO BE FURNISHED WITH HIGH PRESSURE DISCHARGE COUPLING, STAINLESS STEEL SLIDERAIL SYSTEM, SEAL FAILURE AND THERMAL OVERLOAD INDICATORS.
4. ALL DISTURBED AREAS TO BE REGRADED AND SODDED TO MATCH EXISTING.
5. ALL HARDWARE INSIDE WETWELL TO BE 316 STAINLESS STEEL.
6. COAT ALL DIP PIPING, VALVES, FITTINGS IN WET WELL AND VALVE VAULT WITH 15 MILS OF COAL TAR EPOXY.

EST. DAILY FLOW = 60,000-100,000 GPD (EXISTING)
NO NEW FLOWS ARE PROPOSED
EST. AVG. RUN TIME = 5-6 HOURS PER DAY



- (1) PROPOSED SUBMERSIBLE PUMPS (2) ABS MODEL # XFP100E CBI W/ 4" DISCHARGE 375 GPM @ 31' FT TDH 6HP, 1800 RPM, 3ø, 60Hz, 220V.
PUMP ASSEMBLIES TO INCLUDE (2) 2" 316 S.S.
GUIDE BARS AND FLOAT HANGERS.
ALL ATTACHMENT HARDWARE TO BE 316 S.S.
- (2) EXISTING 6 FT. I.D. CONCRETE WET WELL. FURNISH AND INSTALL NEW 6' DIA. TOP, FURNISH AND INSTALL NEW PRECAST CONCRETE WET WELL TOP WITH ALUMINUM ACCESS HATCHES (SEE (3) BELOW). KEY TOP SLAB TO NEW WET WELL SECTION. CONTRACTOR TO VERIFY DIAMETER BEFORE ORDERING TOP.
- (3) WET WELL SPRING ASSISTED ACCESS HATCH
BILCO OR HALLIDAY PRODUCTS H-20 LOADING. COORDINATE ACCESS HATCH LOCATION WITH PUMP MOUNTING LOCATIONS. MINIMUM CLEAR OPENING 42"x60" TO PROVIDE CLEARANCE ON ALL SIDES OF PUMP FOR REMOVAL. ALL HARDWARE TO BE 316 S.S.
- (4) FURNISH AND INSTALL "RAVEN" OR "SPECTRASHIELD" EPOXY INTERIOR LINER IN NEW WET WELL. TO BE INSTALLED AFTER ALL PIPE AND HARDWARE AND PRIOR TO BASEPLATE INSTALLATION. (SEE PROJECT SPECIFICATIONS)
- (5) PRECAST VALVE VAULT. 5'x5' MINIMUM INTERIOR DIMENSION. FIELD INSTALL CONCRETE PIPE SUPPORTS.
- (6) VALVE VAULT SPRING ASSISTED ACCESS HATCH BILCO OR HALLIDAY PROD. H-20 LOADING 42"x42" MIN. CONTRACTOR TO VERIFY HATCH SIZE IS ADEQUATE. TO PROVIDE UNOBSTRUCTED ACCESS TO ALL VALVES. (SEE NOTE 2)
- (7) DISCHARGE RISER 6" HDPE DR9 PIPE WITH WELDED FLANGES AND 316 S.S. HARDWARE. (TYP. OF 2)
- (8) 6" FL HDPE 90° BEND (TYP. OF 2)
- (9) GROUT SEAL AROUND DISCHARGE LINES WITH H₂S RESISTANT NON-SHRINK GROUT PRIOR TO LINER INSTALLATION (TYP.)
- (10) 6"x8" M.J. REDUCER, DIP EPOXY LINED
- (11) 6" FLANGED TEE. DIP EPOXY LINED (TYP. OF 2)
- (12) 0-40 PSI GLYCERIN FILLED PRESSURE GAUGE IN TAPPED FLANGED CROSS BOSS WITH BRASS GATE VALVE
- (13) 6" 90° BEND. DIP EPOXY LINED.
- (14) 6" FL. CUSHIONED CHECK VALVE W/ SWING ARM. (TYP. OF 2)
- (15) 6" AMERICAN BALL VALVE (TYP. OF 3)
- (16) 6" GATE VALVE, EPOXY LINED WITH VALVE BOX. CONCRETE PAD AROUND VALVE BOX SHALL BE 12"x12"x6". (TYP. OF 1)
- (17) 4 FLOATS FOR PUMP CONTROL. SEE FLOAT SETTINGS CHART THIS SHEET
- (18) ANCHOR BASE ELBOW TO WET WELL FLOOR. INSTALL 1/2" 316 STAINLESS STEEL PLATE WITH 3/4" STAINLESS STEEL ALL THREAD TO ANCHOR BASE ELBOWS TO ONE (1) BASE PLATE. BASE PLATE TO BE ANCHORED TO WETWELL WITH MIN. FOUR (4) 3/4" ALL THREAD WITH EPOXY ANCHORS (MIN. 4" EMBEDDED) IN CONCRETE FLOOR
- (19) LEVEL TRANSDUCER STILLING WELL 6" PVC WITH 1/2" HOLES AS SHOWN. SUPPORT BRACKETS 316 S.S.
- (20) 2" SCH80 PVC VALVE VAULT DRAIN WITH TRAP
- (21) 8" MJ 45° BEND, DIP EPOXY LINED (TYP. OF 1)
- (22) 6" SCH80 PVC WET WELL VENT WITH 316 S.S. INSECT SCREEN. 6" PIPE SLEEVE TO BE CAST INTO WETWELL TOP.
PIPE AND FITTINGS DRY-FIT, NOT GLUED
- (23) 8" C900 PVC FM
- (24) 6" CAMLOCK EMERGENCY PUMP CONNECTION WITH DUST CAP PER CITY STANDARDS
- (25) 6" DIP EPOXY LINED FM
- (26) GROUT SEAL AROUND DISCHARGE LINES WITH H₂S RESISTANT NON-SHRINK GROUT PRIOR TO LINER INSTALLATION (TYP.)
- (27) 4"x6" FL. ECCENTRIC REDUCER, DIP EPOXY LINED.

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LIFT STATION #3 REHABILITATION

PROJECT No. 1000710-172461

LIFT STATION DETAILS

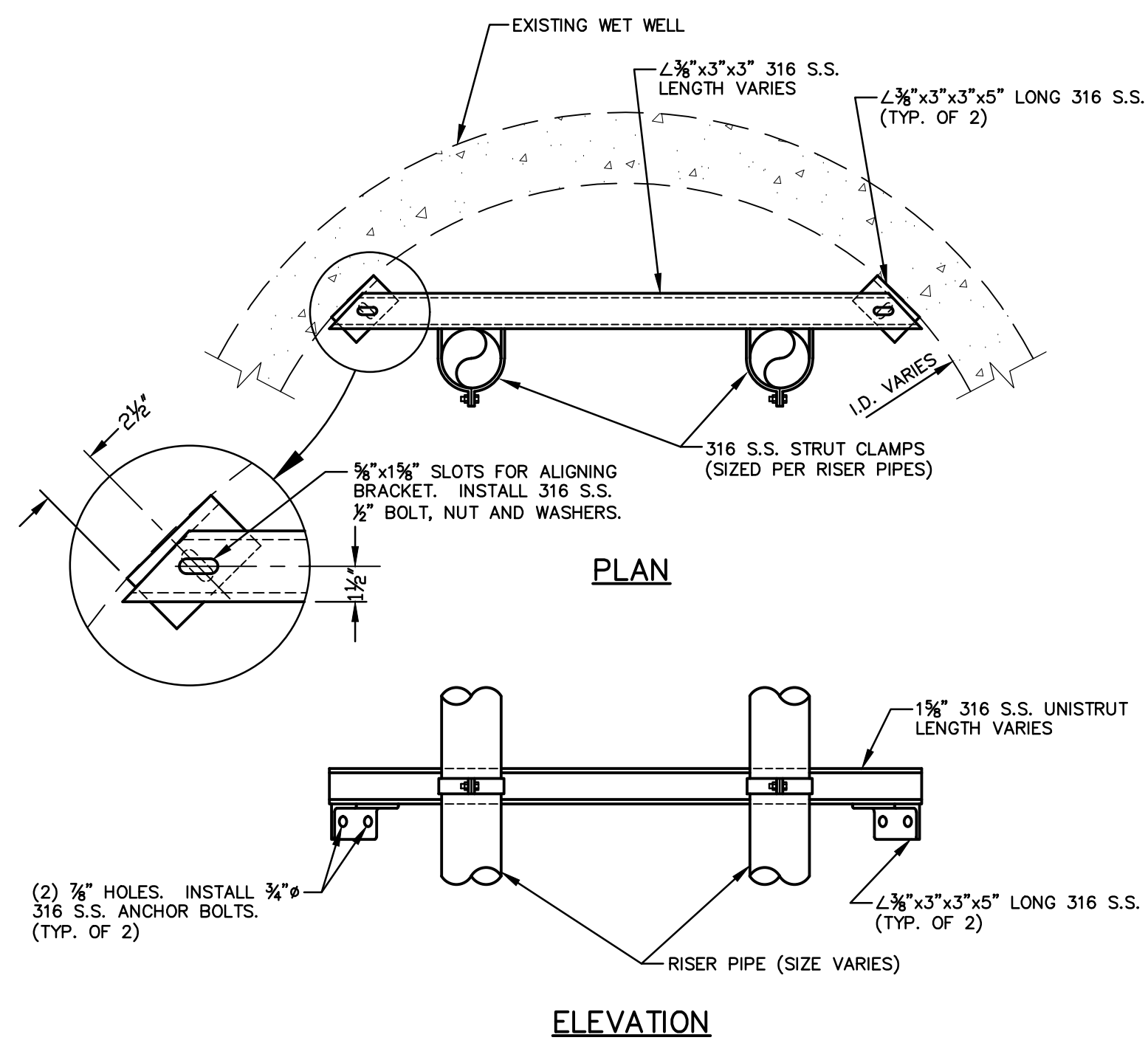
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KEVIN A. LEE, P.E.
FLORIDA REGISTRATION
#71501

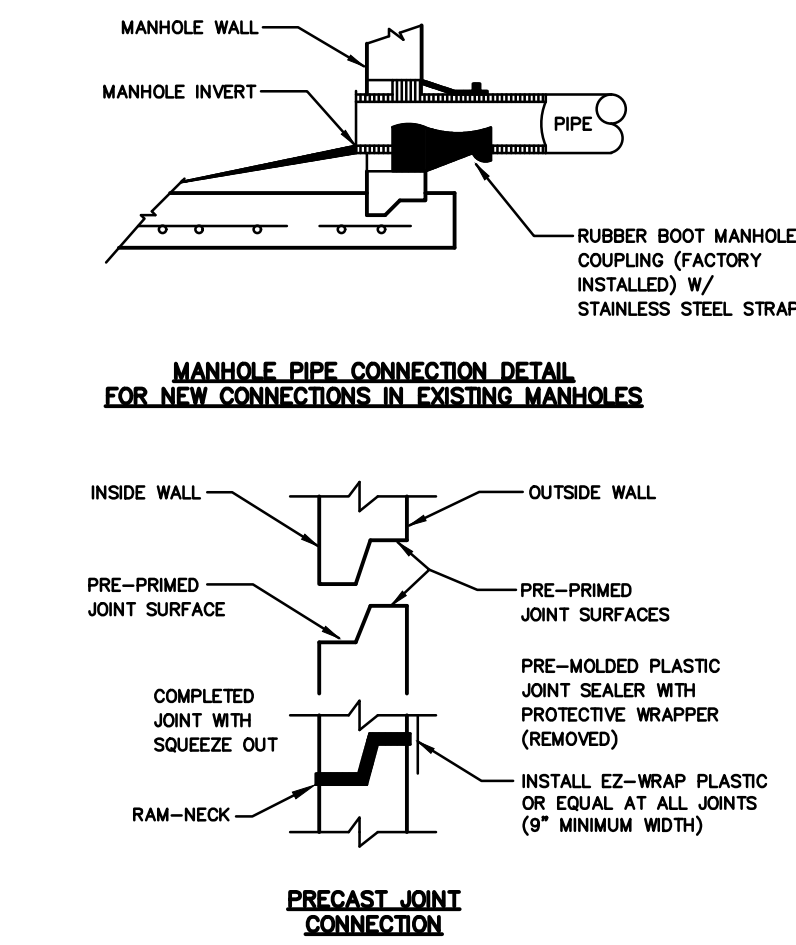
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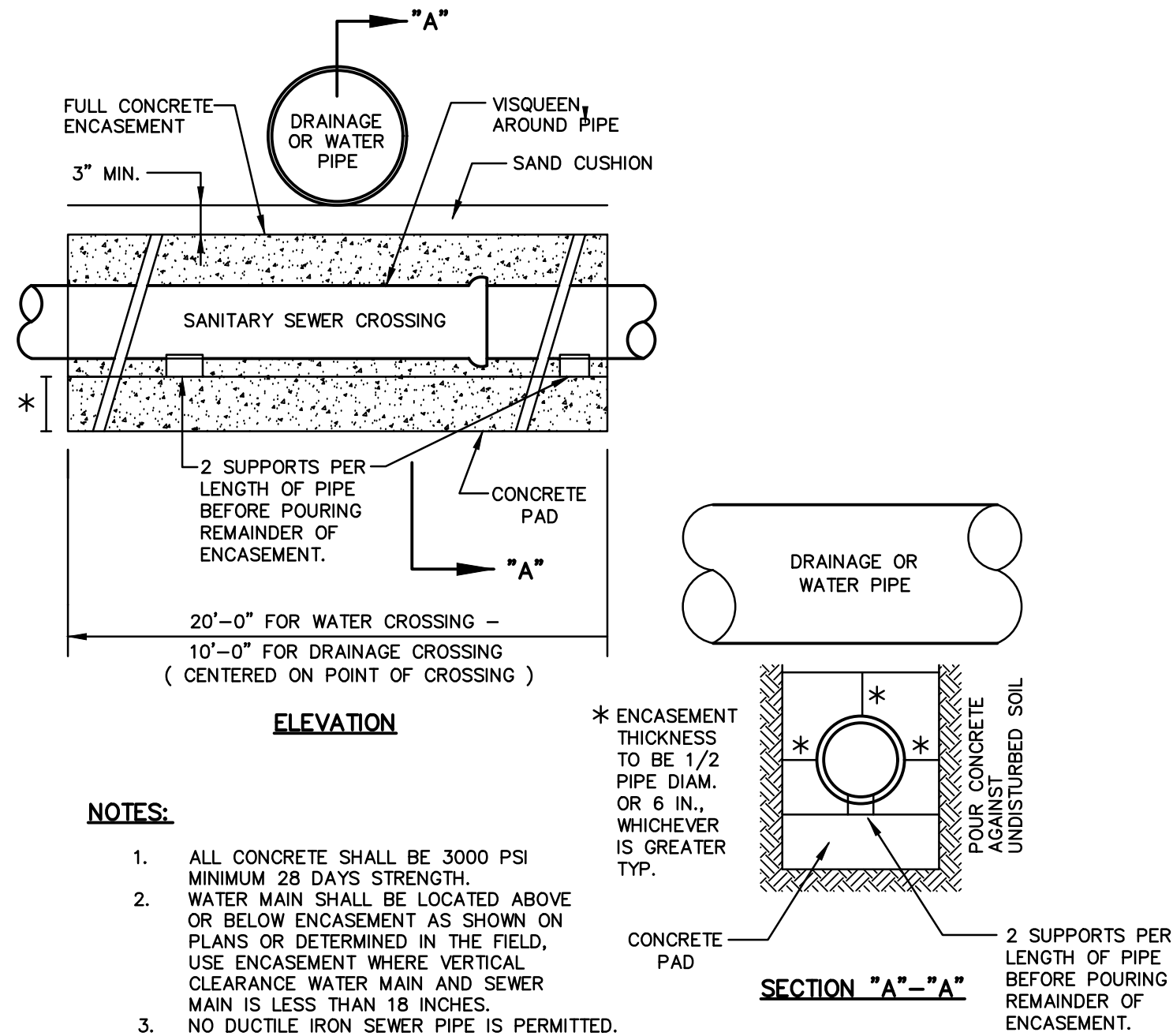


RISER PIPE SUPPORT BRACKET DETAIL
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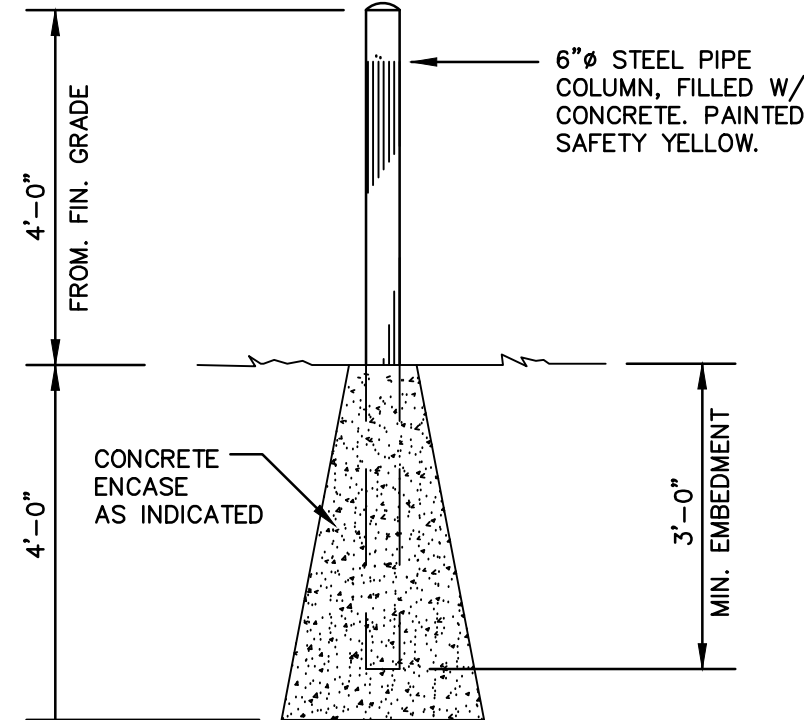


RUBBER BOOT AND PRECAST JOINT CONNECTION DETAILS
NOT TO SCALE

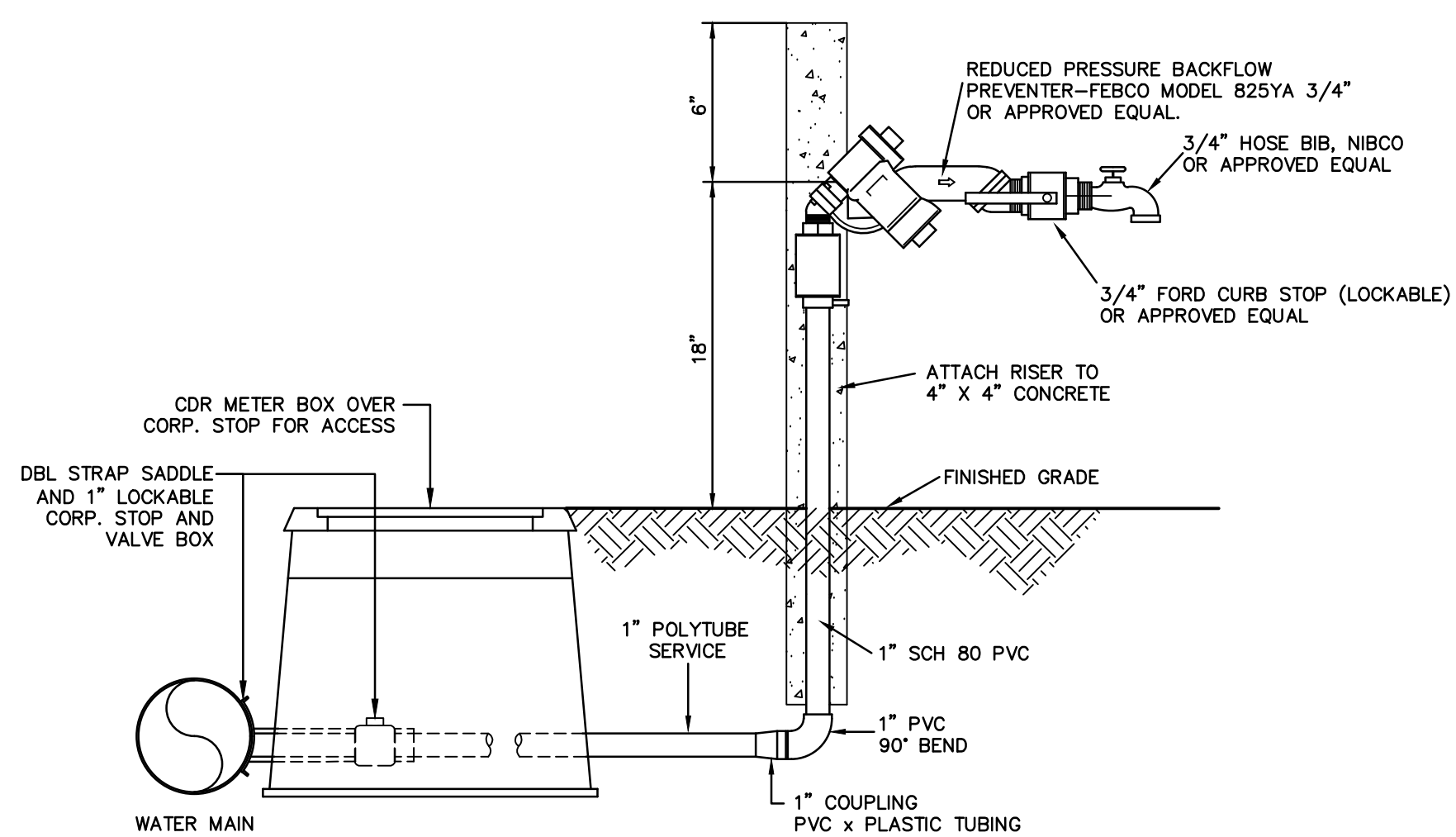
- NOTES:
1. ALL NEW CONNECTIONS TO EXISTING SANITARY SEWER MANHOLES SHALL UTILIZE A CORING METHOD AND THE IN-FIELD INSTALLATION OF A RUBBER BOOT INTO THE MANHOLE.



SEWER / WATER / DRAINAGE CROSSING
NOT TO SCALE



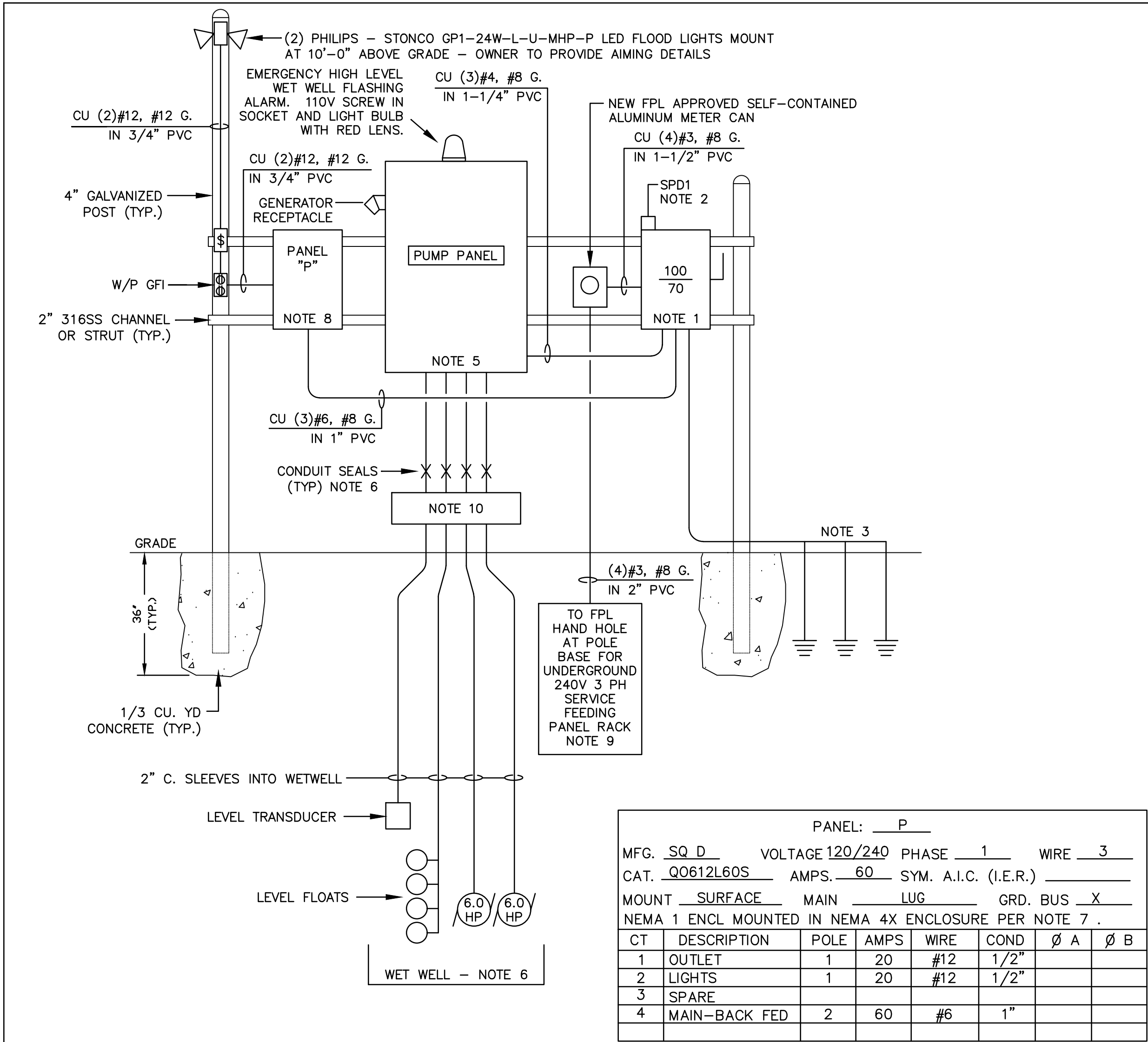
BOLLARD DETAIL
NOT TO SCALE



1. ALL BRASS FITTINGS TO BE LEAD FREE NSF 372

LIFT STATION WATER SERVICE
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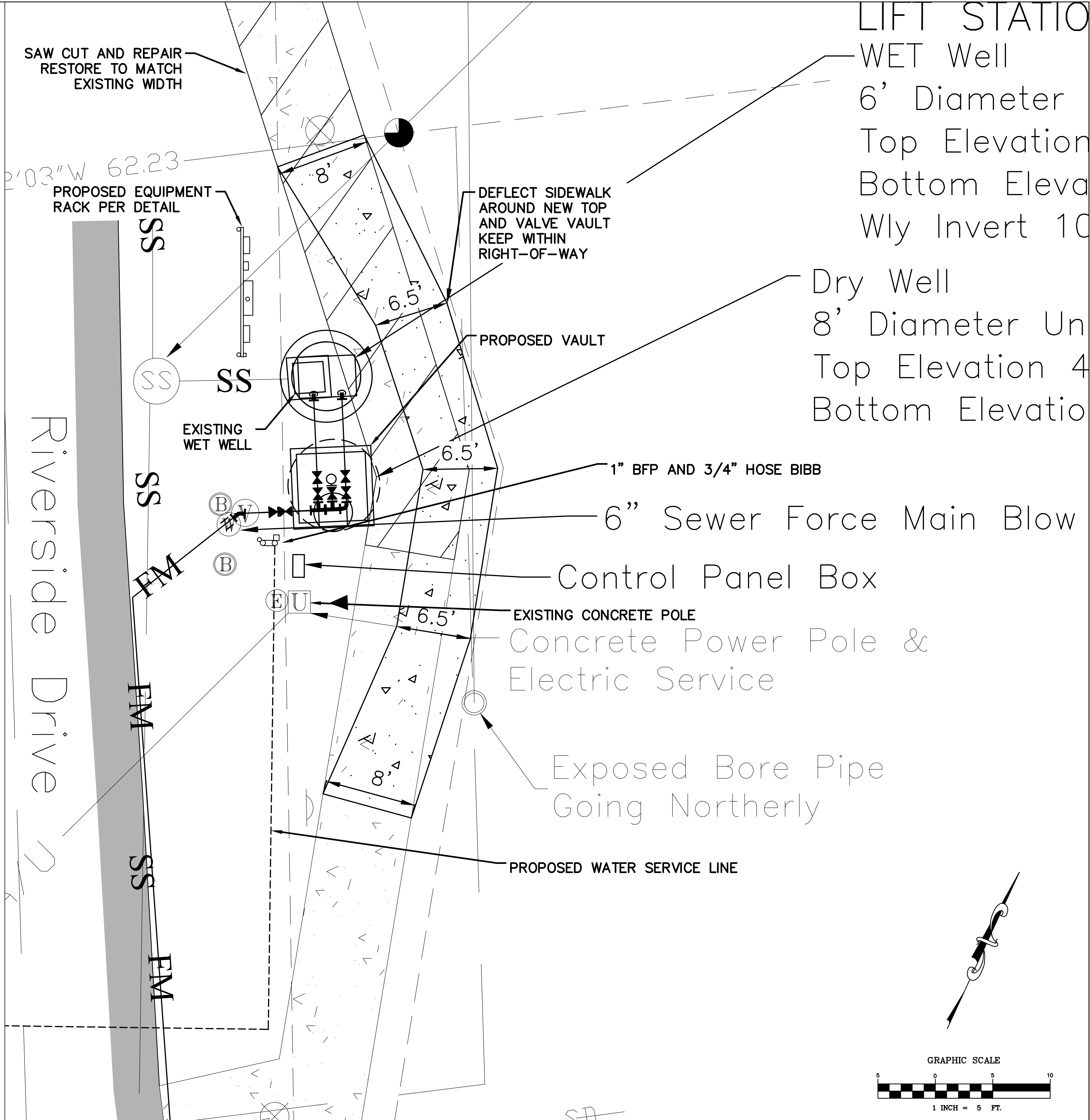
								 <i>A Mead & Hunt Company</i> FLORIDA CERTIFICATE OF AUTHORIZATION NO. 26730 P.O. BOX 290247, PORT ORANGE, FL. 32129-0247	CITY OF HOLLY HILL VOLUSIA COUNTY, FL	LIFT STATION #3 REHABILITATION	STANDARD DETAILS	KEVIN A. LEE, P.E. FLORIDA REGISTRATION #71501	SHEET NO.
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SERVICE RISER DIAGRAM
NOT TO SCALE

LIFT STATION RISER NOTES:

- 100 AMP - 3 POLE - SOLID NEUTRAL, FUSED NEMA 4X DISCONNECT WITH 70 AMP CLASS RK-1 FUSES. LABEL AS "SERVICE MAIN DISCONNECT".
- SPD1 TO BE SURGE ARRESTORS, SQ-D SDSA-3650. SUITABLE FOR 3 PH SERVICE.
- SERVICE GROUND TO INCLUDE #6 BARE COPPER RUN TO THREE (3) 5/8" X 10' COPPER CLAD DRIVEN ELECTRODE SPACED AT LEAST 10' APART AND BONDED TO WET WELL EQUIPMENT RACK, CONTROL PANELS, TELEMETRY PANELS, WET WELL TOP PLATE AND ALL SECURITY FENCE POSTS. RESISTANCE TO GROUND TO BE A 25 OHMS OR LESS. EXOTHERMIC WELD GROUND WIRES TO ELECTRODES. INCLUDE BATTERY BACKUP AND SPARE SC-2000 PUMP CONTROLLER WITH PANEL.
- ALL CONDUITS AND FITTINGS TO BE SCH80 PVC UNLESS NOTED OTHERWISE.
- CONTROL PANEL 316 STAINLESS STEEL NEMA 4X TO BE FURNISHED BY PUMP VENDOR. MOUNT ON THE RACK PER DETAIL AND PROVIDE POWER SUPPLY, WIRING, ETC. TO SERVE NEW LIFT STATION EQUIPMENT. CONTROL PANEL WILL INCLUDE VISIBLE AND AUDIBLE ALARM FOR HIGH FLOW CONDITION AND INCLUDE ELAPSED RUN TIME METERS FOR EACH PUMP AND 240 VAC - 3 PH GENERATOR RECEPTACLE.
- PROVIDE CONDUIT SLEEVES AND SEAL-OFFS INTO WET WELL FOR FLOAT SWITCHES AND PUMP CABLES PROVIDED BY VENDOR WITH CONTROL PANEL ASSEMBLY. PROVIDE CONDUIT SEALS 12 IN. ABOVE GRADE TO PREVENT MOISTURE AND GAS INTRUSION INTO CONTROL PANEL.
- LEVEL FLOATS, LEVEL SENSOR AND MOTORS INCLUDING CABLES AND CONNECTIONS TO BE PROVIDED BY PUMP CONTROL PANEL VENDOR. COORDINATE INSTALLATION AND WIRING ACCORDINGLY. MAKE ALL TERMINATIONS AS REQUIRED BY THAT VENDOR USING APPROVED MATERIALS AND METHODS.
- INSTALL PANEL "P" INSIDE A 20" x 16" x 8" NEMA 4X 316SS HINGED DOOR BOX WITH A PAD LOCKABLE HANDLE.
- CONTRACTOR TO INSTALL UG CONDUIT AND WIRE FROM THE EXISTING SERVICE DROP POLE TO THE SERVICE DISCONNECT.
- MOUNT A 16" x 16" x 6" NEMA 4X 316SS HINGED COVER TERMINAL BOX WITH INSULATED TERMINAL STRIP TO FACILITATE PUMP REMOVALS.
- SERVICE TO BE UNDERGROUND 240V - 3 PH - 4 WIRE "OPEN DELTA" FROM FPL. COORDINATE SERVICE SOURCE AND CONNECTION WITH FPL.
- ALL WIRING TO BE THWN FROM METER CAN TO PANEL AND FPL APPROVED UNDERGROUND WIRING FOR THE SERVICE DISCONNECT CONNECTION.
- MEET ALL NEC 2011 AND LOCAL CODE REQUIREMENTS.



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CITY OF HOLLY HILL VOLUSIA COUNTY, FL	LIFT STATION #3 REHABILITATION	ELECTRICAL DETAILS	RICHARD E. KRANZ, P.E. FLORIDA REGISTRATION #40787 2615 SPRUCE CREEK BLVD. PORT ORANGE, FL 32128 386-405-3205	SHEET NO. 8
	PROJECT No. 1000710-172461			DRAWN BY: ADC



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

**City Commission
Resolution**

MEETING DATE: May 8, 2018
FROM: Valerie Manning
SUBJECT: Resolution 2018-R-28 A Resolution of the City of Holly Hill, Florida, Supporting the One Year Renewal / Extension to the Interlocal Agreement for Distribution of Proceeds of Local Option Fuel Tax for the Period September 1, 2018 - August 31, 2019; and Providing for an Effective Date.
NUMBER: (ID # 2016)
APPLICANT:
PLANNER:

DISCUSSION:

On May 2, 2013, the County Council voted to support the continuation of the then existing Interlocal Agreement regarding Local Option Fuel Tax for five years expiring on August 31, 2018. The original and extended agreements contain provisions for distributing fuel tax using a formula based on assessed values, population and roadway mileage. Several attempts, including prior to the last five year renewal, have been made to revise the distribution formula to create a more logical rationale and distribution mechanism without success.

Rather than clouding the issue of the Infrastructure Sales Tax by attempting to resolve the fuel tax distribution formula issues, which historically, have been met with resistance, the City Managers throughout the County are recommending a one year renewal of the Local Option Fuel Tax Interlocal Agreement. Should the cities and County agree on a one year renewal, work could then be undertaken during that year revisiting and distribution formula so that a full five year or longer renewal can then be adopted.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Support the one year renewal / extension to the Interlocal Agreement as submitted by staff.

COMMISSION GOAL:

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

MOTION:

APPROVE RESOLUTION 2018-R-28, SUPPORTING THE ONE YEAR RENEWAL / EXTENSION TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS OF LOCAL OPTION FUEL TAX FOR THE PERIOD SEPTEMBER 1, 2018 - AUGUST 31, 2019.

Resolution No. (ID # 2016)

RESOLUTION 2018-R-28 A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, SUPPORTING THE ONE YEAR RENEWAL / EXTENSION TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS OF LOCAL OPTION FUEL TAX FOR THE PERIOD SEPTEMBER 1, 2018 - AUGUST 31, 2019; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2018-R-28

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, SUPPORTING THE ONE YEAR RENEWAL / EXTENSION TO THE INTERLOCAL AGREEMENT FOR DISTRIBUTION OF PROCEEDS OF LOCAL OPTION FUEL TAX FOR THE PERIOD SEPTEMBER 1, 2018 - AUGUST 31, 2019; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, this renewal agreement is entered into between the COUNTY OF VOLUSIA, a political subdivision of the State of Florida, and the municipalities of Volusia County by which it is executed; and

WHEREAS, the existing Interlocal Agreement governing the distribution of the Local Option Fuel Taxes expires on midnight, August 31, 2018; and

WHEREAS, the parties desire to renew/extend the Interlocal Agreement and its distribution formula for the proceeds of the 6-Cent and 5-Cent Local Option Fuel Taxes for an additional one year.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA AND IN CONSIDERATION OF THE PREMISES ABOVE, AND THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. The Interlocal Agreement for Distribution of Proceeds of Local Option Fuel Tax September 1, 2013 - August 31, 2018 is hereby renewed/extended for an additional one (1) year , beginning 12:01 a.m., September 1, 2018 and ending midnight, August 31, 2019.

SECTION 2. All other terms and conditions of the Interlocal Agreement are hereby ratified and continue in full force and effect.

SECTION 3. This Renewal Agreement shall become effective if it shall have been executed by the County and by participating municipalities representing a majority of the population of the incorporated area of the County.

SECTION 4. This Renewal Agreement may be executed by the parties in counterparts, and each counterpart shall be deemed an original.

APPROVED AND AUTHENTICATED on this 8th day of MAY, 2018.



John Penny, Mayor

5/8/2018



Valerie Manning, City Clerk CMC 5/8/2018



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

**City Commission
Resolution**

MEETING DATE: May 8, 2018
FROM: Antoine Khoury
SUBJECT: Resolution 2018-R-29 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Proposed FY2018-2019 CDBG Annual Plan Applications and Authorizing the City Manager to Submit the Approved Annual Plan to Volusia County Community Assistance; and Providing for Severability; and Providing for an Effective Date.
NUMBER: (ID # 2014)
APPLICANT:
PLANNER:

DISCUSSION:

The U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) program provides annual grants on a formula basis to states, counties and cities that achieve entitlement status. Volusia County qualifies as an urban county entitlement community and receives funds directly from HUD. The same formula used by HUD is applied to the award by the County to determine the allocation for the distributions to the participating cities. For the FY 2018-2019 period, the City of Holly Hill has been slotted to receive \$86,198 to carry out community development activities.

CDBG projects are selected based on meeting qualification criteria; these include that the project must be an eligible activity and must meet national objectives of the program.

For the FY 2018-19 allocation, staff has selected two projects to distribute these funds. These projects are:

- Refurbishment of Lift Station #13 - \$73,268
- Operations at Hope Place - \$12,930

Lift Station #13

Lift Station #13 is located at 397 Dubs Drive and serves an area located wholly within a CDBG low/moderate income area. This lift station is 54 years old and has not had any significant upgrades or improvements in that time.

The proposed refurbishment will include removal and replacement of structural, mechanical, electrical, and control components. The proposed refurbishment is consistent with the need to upgrade facilities to reach full compliance with Department of Environmental Protection

standards and protect health, safety and welfare of our citizens.

The overall project costs are estimated at \$453,160, with \$73,268 reimbursable through the grant.

Per HUD eligibility guidelines, CDBG funds may be used for Water/Sewer Improvements provided the service area has at least 50.42% of the population within a low/moderate income bracket. The service area of Lift Station #13 is nearly exclusively residential, with 96 residential parcels and (2) business centers. The percentage of residents of low to moderate income in this service area is 53.71%.

Hope Place

According to a 2017 estimate, Volusia County Schools have approximately 2,300 homeless students. In addition, there are approximately 600 preschool children and 70 unaccompanied youth students at Daytona State College who are homeless.

Hope Place is a shelter operated by Halifax Urban Ministries which serves homeless families and unaccompanied students throughout the greater Volusia County area. The center offers 26 temporary emergency housing rooms, 9 transitional efficiency units and a separate wing to house up to 32 unaccompanied students. As of April 2018, the center is at 20% capacity with 7 families in residence.

The mission of Hope Place is to be a temporary stop for the homeless population, with displaced citizens able to move out and live independently within 90 days. Part of the process of gaining housing independence is through trainings and awareness of community service providers.

Hope Place has identified the need of audio video equipment for their cafeteria and multi-purpose room in order to carry out these trainings, conferences and community events. Included in this need are laser projectors, projector screens, (20) small speakers, a microphone system, power amplifiers and accessories. The total cost for an investment of A/V equipment is estimated to be \$42,592.

HUD guidelines support efforts to assist limited clientele who are assumed to be of low or moderate income. The homeless population is one of the groups who fit into this criteria.

Staff recommends the contribution of CDBG funds in the amount of \$12,930 towards this capital purchase. This \$12,930 will be fully reimbursable through the CDBG grant. The City of Ormond Beach and the City of South Daytona are also anticipating joining the City in contributing towards the efforts of Hope Place for the 2018/2019 fiscal year.

FISCAL

ANALYSIS:

Anticipated revenue of \$86,198 and expenditures of \$466,090 will need to be budgeted accordingly during the FY 2018/2019 budget process.

STAFF RECOMMENDATION:

Due to the timeline of the grant process, the two attached grant applications were submitted to the County as a placeholder contingent upon Holly Hill City Commission approval. Staff recommends the approval of the proposed FY 2018/2019 CDBG Annual Plan and authorization of the City Manager to submit the approved FY 2018/2019 CDBG Annual Plan to Volusia County Community Assistance.

COMMISSION GOAL:

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

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

MOTION:

APPROVE RESOLUTION 2018-R-29, THE PROPOSED FY 2018/2019 CDBG ANNUAL PLAN APPLICATIONS AND AUTHORIZE THE CITY MANAGER TO SUBMIT THE APPROVED ANNUAL PLAN TO VOLUSIA COUNTY COMMUNITY ASSISTANCE.

ATTACHMENTS:

- PY 18.19 CDBG Capital Improvement Application - Lift Station 13 (PDF)
- PY 18.19 CDBG Public Service Application Hope Place (PDF)

Resolution No. (ID # 2014)

RESOLUTION 2018-R-29 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PROPOSED FY2018-2019 CDBG ANNUAL PLAN APPLICATIONS AND AUTHORIZING THE CITY MANAGER TO SUBMIT THE APPROVED ANNUAL PLAN TO VOLUSIA COUNTY COMMUNITY ASSISTANCE; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2018-R-29

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PROPOSED FY 2018/2019 CDBG ANNUAL PLAN APPLICATIONS AND AUTHORIZING THE CITY MANAGER TO SUBMIT THE APPROVED ANNUAL PLAN TO VOLUSIA COUNTY COMMUNITY ASSISTANCE; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the US Department of Housing and Urban Development's Community Development Block Grant program, through Volusia County Community Assistance, has notified the City of Holly Hill of an anticipated award of \$86,198 for fiscal year 2018-2019; and

WHEREAS, the City has identified the following projects proposed for funding through this grant:

- Refurbishment of Lift Station #13
- Operations at Hope Place

WHEREAS, the City desires to submit its annual plan proposal to Volusia County Community Assistance.

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

SECTION 1. That the proposed projects are hereby approved to be submitted as part of the fiscal year 2018-2019 CDBG Annual Plan.

SECTION 2. That the City Manager is authorized to execute and submit the 2018-2019 CDBG Annual Plan proposal.

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

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

APPROVED AND AUTHENTICATED this 8th day of MAY, 2018.



County of Volusia

PY 2018/19 Community
Development Block Grant (CDBG)
Program

**Capital Improvement Project
Application**

City of Holly Hill

Applicant City

Water/Sewer Improvements - Refurbishment of Lift Station #13

Project Name

Application Checklist

PY 2018/19 CDBG Capital Project - Jurisdiction Funding Application Checklist

*Applicant **MUST** place this initialed and signed checklist on top of all submitted proposals*

Initials of CDBG Primary Contact or Representative	Necessary Application Document/Information
	Applicant Information
	Project description/Location & Implementation Responsibility
	Plan of Action
	Budget
	Procurement Description
	Applicable Procurement Policy (attach only the pages referenced)
	<u>Signed and Completed</u> Certification of Construction Need (Required for existing structures or facilities)
	Signed and Completed Conflict of Interest Statement
	Attached Maps and/or Photos
	Other (If applicable) _____



Applicant Information

Name of City or Town: City of Holly Hill

Name and Title of CDBG Liaison: Steven Juengst - Facilities Supervisor

Email Address: sjuengst@hollyhillfl.org Phone Number: (386) 248-9463

CDBG Primary Contact Name and Title:
(should be the same for all proposals) Steven Juengst - Facilities Supervisor

Project Manager Name and Title: Walt Smyser - Public Works Deputy Director

Email Address: wsmyser@hollyhillfl.org Phone Number: (386) 248-9463

Proposed Project Title: Water/Sewer Improvements - Refurbishment of Lift Station #13

Total Amount Requested: \$73,268 Total Estimated Project Cost: \$453,160

Additional Funds Available to Leverage, if applicable: \$379,892

Source of Additional Funds, if applicable: Enterprise Funds - Sewer Renewal & Replacement

Physical Location of Proposed Project: 397 Dubs Drive Holly Hill, Florida 32117

Certifying Representative	
- Person authorized to sign contract, if project is selected - City Manager or Authorized City Official	Please sign in BLUE INK
To the best of my knowledge and belief, data in this proposal are true and correct and the governing body of the applicant has duly authorized the document.	

Signature: _____

Name: *Joseph A. Forte*

Date Signed _____

Title: **City Manager**

Attachment: PY 18.19 CDBG Capital Improvement Application - Lift Station 13 (2014 : CDBG FY2018-2019 Annual Plan)



2018 CDBG Jurisdiction Funding Application
Capital Project

Project Description

Please attach additional pages if needed.

Type of Project:

- | | |
|---|--|
| ☐ Acquisition of Real Property | ☐ Flood/Drainage Improvements |
| ☐ Clearance/Demolition | ☐ Code Enforcement |
| ☐ Public Facility Improvements (General) | ☒ Water/Sewer Improvements |
| ☐ Senior Centers | ☐ Non-Residential Historic Preservation |
| ☐ Neighborhood Facilities | ☐ Street/Sidewalk Improvements |
| ☐ Parks, Recreational Facilities | ☐ ADA Accessibility |

Exact location/project address:

397 Dubs Drive, Holly Hill, Florida 32117

If applicable please indicate the following:

Address Start: _____ Address End: _____ Linear Feet: _____

Summary of project:

The City of Holly Hill uses a conventional gravity collection system for its sanitary sewer infrastructure. Gravity sewer lines carry waste water to lift station which then perform a critical function by pumping waste water through force mains to the waste water treatment plant for appropriate treatment.

The City of Holly Hill proposes to refurbish a lift station located at 397 Dubs Drive. In this refurbishment project, the City proposes to replace existing hardware, install submersible pumps, rails and pipes. Additional work will include dewatering, bypass pumping, electrical work, maintenance of traffic, restoration and the furnishment of As-Built drawings.

Project Need and Justification:

(Include demand and location of similar facilities)

The City's lift station #13 was installed in 1964, and the dry well is beyond its useful life. Due to the age and condition of the lift station, the probability of catastrophic failure is significant. 98% of the parcels served by this lift station are residential. A failure of lift station #13 could cause waste water to back into homes and businesses, causing damage to homes as well as creating a significant health hazard for City residents.

Anticipated accomplishments and/or outcomes:



2018 CDBG Jurisdiction Funding Application Capital Project

It is anticipated that the refurbishment of lift station #13 with the installation of new submersible pumps and hardware will create a more dependable lift station with far less chance of failure.

Describe the designated service area and beneficiaries:

(Provide a detailed description and a map that clearly shows the project site and area that will benefit, include photos if applicable)

Lift station #13 is located at 397 Dubs Drive in Holly Hill. The service area of the lift station is almost exclusively residential, with 96 residential parcels and (2) business centers. The residents who will benefit from this refurbishment are located in a block of the CDBG area with a population of residents who are of low to moderate income at 53.71%.



2018 CDBG Jurisdiction Funding Application Capital Project

Activity will meet a national objective by: *(choose one of the two options)*



Area Benefit

(choose one of the two options)

☒ Census tract block group data

or

☐ Income survey conducted by city and approved by county and HUD



Limited Clientele Benefit

(choose one of the two options)

☐ Will be income verified

or

☐ Presumed low-income by HUD

Number of persons to be assisted:

(provide a projection, if area benefit use block group data, if limited clientele document group of persons and number served below)

Area Benefit: *(if applicable)*

Census Tract	Block Group	Total Population	Low/Mod Population	% Low/Mod Population
080902	2	1,145	615	53.71%
Total		1,145	615	53.71%

Limited Clientele Benefit: *(if applicable)*

Qualifying group

Number of persons served

Feasibility:

(Explain future maintenance as a result of the project)

Checking the operational conditions is a part of weekly work for City of Holly Hill collections mechanics. However, with an expected life of 15 years for submersible pumps, it is anticipated that any significant repairs will be absent from this lift station following refurbishment for a period of at least 15 years.

Similar Projects:

(Describe any past similar projects carried out, and the outcomes)

The City has been refurbishing its outdated lift stations at approximately 2 per year. Lift Station 12, rehabilitated during the 2016 CDBG cycle or Lift Station 6, rehabilitated during the 2015 CDBG cycle are examples of similar work recently completed. There have been no failures of these lift stations since their refurbishment.



2018 CDBG Jurisdiction Funding Application Capital Project

Citizen Participation:

(Explain what input citizens had in identifying the need, identifying the project, or approving the project)

On Thursday, April 12, 2018 at 6:00pm, a Public Meeting was held at the Club House in Holly Hill to encourage citizen participation in the identification of potential CDBG projects. Despite advertisement on the City's website as well as on social media, no citizens participated in the meeting.



2018 CDBG Jurisdiction Funding Application Capital Project

Project Timeframe

Implementation Responsibility:

- ☒ Subrecipient
(City or Town Applying for funds)
☐ City Employees
☒ Contractor

- ☐ County of Volusia
(If proposed project is being implemented by the County of Volusia please provide documentation showing the communication and planning done between the subrecipient and the county department)

Plan of Action:

Plan of Action below will become part of the Subrecipient Agreement if project is approved
 (Clearly explain who created the POA provided below (i.e. purchasing analyst, public works director...), what factors were considered, what is unique to this project timeline, and note any potential concerns)

The plan of action was developed by the Facilities Supervisor upon the study of actual times spent in a similar project. In this case, the actual dates from the refurbishment of lift station #12 was employed.

CDBG PY 2018/19 Plan of Action		
Milestones	Planned Date	Notes (not required)
Authorization to Proceed Received	11/15/18	Remaining dates will adjust if ATP is not received by this date
Technical Design & Procurement Documents Complete	03/01/2019	
Complete Solicitation Package Submitted to Volusia County	03/8/2019	
Solicitation Package Approved by Volusia County (Allow one week)	03/15/2019	
Solicitation Advertised	03/24/2019	
Pre-Solicitation Meeting	04/02/2019	
Solicitation Opening	04/23/2019	
Contract Award	05/08/2019	
Pre-Construction Meeting	06/03/2019	
Issue a Notice to Proceed	06/06/2019	
Project Start Date	06/06/2019	
Project Completed	12/02/2019	
All Reimbursement Requests Submitted to Volusia County	12/30/2019	

Budget

(Applicants must either fill out the following budget, or attach an additional budget)

Budget Categories	Project Cost Estimate	Sources of Funds		
		CDBG Funds	Applicant Funds	Other
		AMOUNT	AMOUNT	AMOUNT
Materials Costs	\$226,800	\$39,565	\$187,235	
Labor Costs	\$193,200	\$33,703	\$159,497	
Engineering Services	\$33,160	\$0.00	\$33,160.00	
Other: _____				
Other: _____				
Other: _____				
SOURCE TOTAL (Column total)				
TOTAL PROJECT COST (the total project costs, all funding sources)	\$453,160			

**Please note, due to grant-based accounting method used by HUD, funds cannot be transferred between fiscal years. As a result, remaining program year balances that are less than \$1,000 will revert to countywide funds.*

Description of Budget:

(Explain the budget above. Include the resources that will be used for the project prior to reimbursement, any potential funding concerns, completeness of budget given, and estimates used. Backup documentation for the budget amounts should be available upon request. If project is to be implemented by the county, attach correspondence with relevant County of Volusia department stating the budget reasoning.)

The total cost of the project was developed in coordination with one of the City's continuing services engineering firms: Mead and Hunt. Based on past similar projects, the estimation of costs is based on:

- \$25,000 for demolition costs
- \$10,000 for bypass pumping
- \$200,000 for complete lift station
- \$60,000 for a new wet well
- \$70,000 for electrical work
- \$2,500 for As-Built plans
- \$4,000 for maintenance of traffic
- \$7,500 for restoration
- \$41,000 for contingency
- \$33,160 for engineering services
- Total of these estimates is: \$453,160

Leveraged Funds:

(Clearly explain what funds, if any, are being used to match CDBG funds for the project)

The amount of \$453,160 is anticipated to be approved into the FY2018/2019 utilities budget for the City of Holly Hill. Of these funds, \$73,268 will cover costs until such time that reimbursement of work from the County is received; \$379,892 will be set aside for the City's financial contribution towards this project.

Outstanding Balance:

(Explain any remaining CDBG balances from prior year capital projects)

The fiscal year 2016/2017 CDBG Project - Water/Sewer Improvements - Lift Station #1 Rehabilitation is substantially complete with the City having requested reimbursement from the County in the amount of \$83,114. This leaves 10% retainage until such time as all original certified payrolls are received and approved by the County.

The fiscal year 2016/2017 CDBG Projects - Lift Station #3 Refurbishment and Hope Place Operating Expenses are currently underway with a total budget of \$93,988.

Procurement

Eligible procurement:

Purchases must be handled fairly and in a manner that encourages full and open competition; documentation must be maintained that demonstrates this. Additionally, subrecipients or subgrantees are required to abide by the most strict of the following when purchasing services, supplies, materials, or equipment:

- The municipality or agency purchasing and procurement policy
- All applicable federal procurement rules, most specifically those contained in 24 CFR 85.36
- A Volusia County CDBG entitlement program threshold of \$50,000 for small purchases, which will be outlined in the PY 2018/19 Subrecipient Agreement. Purchases above this threshold must be awarded through a formal competitive bid or proposal process, even if the limit established in the subrecipient's or subgrantee's procurement policy allows a higher threshold for a formal competitive bid. In the event that the municipality or agency procurement policy requires a formal bid for purchases less than \$50,000, the municipality or agency shall follow their policy.

Please note: Approval of the application including the process outlined below does not eliminate the requirement to approve all steps of the project procurement and implementation with Community Assistance prior to moving forward, this is mandatory to ensure that projects remain compliant and eligible for CDBG reimbursement.

What method of procurement will be used for this project:

Include the name of the procurement method, a brief summary of the steps that will be taken, and a reference to the procurement policy of the municipality or agency implementing the project. (attach the page of the policy that applies to the reference to this submission)

The procurement method employed for this project will be a formal contract procedure. This method will include a formal written contract and purchase order to the lowest and best responsible bidder after due notice inviting proposals. This procurement method is a requirement of Section 30-63. of the City's purchasing policy.

Procurement Reasoning:

(Clearly explain why the method of procurement noted above is the best choice for this project)

The benefits of a formal contract procedure are multifaceted. Invitations to bid are placed in the local newspaper "The Daytona Beach News Journal" but are also placed on Vendor Link. Vendor Link is an online bid posting tool which reaches a far greater area than we typically see during non-formal contract bids. In addition, formal bid procedures give the opportunity for the City to include additional mandates in the contract such as bid bonds, performance bonds and requirements for CDBG documentations.

Procurement Management:

(Explain who will be responsible for implementing the procurement method above, including their position)

Certification of Construction Need

The purpose of this form is to differentiate between the two categories of public facility or infrastructure projects shown below:

- Maintenance of a public facility or infrastructure, and
- Necessary rehabilitation of a public facility or infrastructure.

The jurisdiction that is implementing the proposed capital project must designate an employee to confirm which category, from the two listed above, of which the project best fits. The employee should have the knowledge and experience to make an informed determination and explanation regarding the proposed project, the facility, the past use, and the current condition.

Jurisdictions should exercise reasonable judgment in choosing an employee to certify the construction need of a project. It is not the intent of the entitlement community, County of Volusia, to have the jurisdiction incur any additional costs or to hire outside experts. Due to the vast differences in the organization of different jurisdictions, specific employee positions cannot be defined. A certification completed by the CDBG contact(s) for the jurisdiction would not be appropriate. Please discuss potential certifications with Volusia County if you have any questions or concerns.

Name of City or Town: The City of Holly Hill

Name and Title of Certifying Employee: Walter Smyser - Public Works Deputy Director

Email Address: wsmyser@hollyhillfl.org Phone Number: (386) 248-9463

Proposed Project Title: Water/Sewer Improvements - Refurbishment of Lift Station #13

Project should be classified as:

☐ Maintenance ☐ Deferred Maintenance ☒ Rehabilitation ☐ New Construction

Reason for determination given: (Attach additional pages or documentation as needed)

The City's lift station #13 was installed in 1964 and the dry well is beyond its useful life. As such, the rehabilitation of the lift station is needed in order to limit the potential of catastrophic failure. A failure in this location could lead to waste water backing up into homes and businesses in the area. This scenario poses a significant health hazard to Holly Hill's citizenry.

Walt Smyser

Certifying Employee Printed Name

Certifying Employee Signature

Date

§ 570.611 Conflict of Interest

Please read and sign at the bottom of the next page, signifying that you have read and agree to adhere to the following policy. Also, please disclose any potential conflicts including any boards or committees currently serving on, any private companies owned by you or members of your Board of Directors, and any other potential conflicts.

(a) Applicability. (1) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply.

(2) In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to §570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to §570.203, 570.204, 570.455, or 570.703(i)).

(b) Conflicts prohibited. The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. For the UDAG program, the above restrictions shall apply to all activities that are a part of the UDAG project, and shall cover any such financial interest or benefit during, or at any time after, such person's tenure.

(c) Persons covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part.

(d) Exceptions. Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

(1) *Threshold requirements.* HUD will consider an exception only after the recipient has provided the following documentation:

- (i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

(ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(2) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effect of the following factors, as applicable:

- (i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- (ii) Whether an opportunity was provided for open competitive bidding or negotiation;
- (iii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- (iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;
- (v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;
- (vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- (vii) Any other relevant considerations.

Name	Conflicts/Potential
Joseph A. Forte	Steven Juengst
City Manager (or authorized official)	CDBG Liason

Signature	Date	Signature	Date



County of Volusia

PY 2018/19 Community
Development Block Grant (CDBG)
Program

Public Service Activity Application

City of Holly Hill

Applicant City/Town

Public Service - Operations at Hope Place FY18/19

Project Name

Application Checklist**PY 2018/19 CDBG Public Service - Jurisdiction Funding Application Checklist**

*Applicant **MUST** place this checklist on top of submitted proposal arranged in the order below. **(INCLUDE ONE (1) ORIGINAL)***

Initials of CDBG Primary Contact or Representative	Necessary Application Document/Information
	Applicant Information
	Project description/Location
	Project Timeframe
	Budget
	Other (If applicable) _____



2018 CDBG Jurisdiction Funding Application
Public Service Activity

8.3.b

Applicant Information

Name of City or Town: City of Holly Hill

Name and Title of CDBG Liaison: Steven Juengst

Email Address: sjuengst@hollyhillfl.org Phone Number: 386-248-9463

Project Manager Name and Title: Buck James - Executive Director Halifax Urban Ministries

Project Manager Name and Title:
buck@halifaxurbanministries

Email Address: .org Phone Number: (386) 252-9400

Proposed Project Title: Public Service - Operations at Hope Place FY18/19

Total Amount Requested: \$12,930 Total Estimated Project Cost: \$42,592

Additional Funds Available to Leverage, if applicable: \$0.00

Source of Additional Funds, if applicable: Funds Raised by Halifax Urban Ministries

Physical Location of Proposed Project: 1340 Wright Street, Daytona Beach, Fl 32117

Certifying Representative

- Person authorized to sign contract, if project is selected
- City Manager or Authorized City Official
- Please sign in **BLUE INK**

To the best of my knowledge and belief, data in this proposal are true and correct and the
governing body of the applicant has duly authorized the document.

Signature:

Name: Joseph A. Forte

Date Signed _____

Attachment: PY 18.19 CDBG Public Service Application Hope Place (2014 : CDBG FY2018-2019 Annual Plan)



2018 CDBG Jurisdiction Funding Application
Public Service Activity

8.3.b

Title: City Manager

Attachment: PY 18.19 CDBG Public Service Application Hope Place (2014 : CDBG FY2018-2019 Annual Plan)

Project Description

Please attach additional pages if needed.

Type of Project:

☐ Public Service (General)

☐ Senior Service

☐ Youth Service

☐ Handicapped Services

☒ Homeless Operating Costs

☐ Employment Training

☐ Other _____

Exact location/project address:

Hope Place is located at the former Hurst Elementary School, located at 1340 Wright Street,
Daytona Beach, Florida 32117

Summary of project:

Hope Place is a shelter operated by Halifax Urban Ministries which offers a safe and stable environment for families with children who have been displaced from their home. The center offers 26 temporary emergency housing rooms and 9 transitional efficiency units to provide emergency housing for up to 140 residents and a separate wing for up to 32 unaccompanied students. In addition, to temporary housing, there will be day staff available for case management as well as rehousing.

In order to conduct operations, Hope Place is in need of capital equipment. In order to aid in service delivery, the City of Holly Hill proposes to contribute \$12,930 towards the purchase of audio/video equipment.

Halifax Urban Ministries has identified the need of audio video equipment in order to host community events, conferences, and training sessions which will benefit the residents of Hope Place.

Specific items identified include:

- * Laser Projector for the Hope Place Cafeteria
- * Projector Screen for the Hope Place Cafeteria
- * (10) 8" speakers for the Hope Place Cafeteria
- * A power amplifier for the Hope Place Cafeteria
- * An HDMI converter for the Hope Place Cafeteria
- * A lavalier microphone system for the Hope Place Cafeteria
- * A power conditioner for the sound system at Hope Place Cafeteria
- * Racks and accessories to house the A/V equipment in the Hope Place Cafeteria
- * A DVD player for the Hope Place Cafeteria

****Estimated Costs for providing Audio/Video for the Hope Place Cafeteria: \$24,179****

- * Laser Projector for the Training/Multi-Purpose Room
- * Projector Screen for the Training/Multi-Purpose Room
- * (10) 8" speakers for the Training/Multi-Purpose Room
- * Power amplifier for the Training/Multi-Purpose Room
- * Video Conferencing System for the Multi-Purpose Room

****Estimated Costs for providing Audio/Video for the Hope Place Training/Multi-Purpose Room: \$18,413****

Total cost: \$42,592

Community Impact:

(Describe the need or justification. Include demand and location of similar services)

As of 2017, Volusia County Schools student population included approximately 2,300 homeless students. Estimates from 2017 also determined that there are an additional 600 preschool children that are homeless in our community plus 70 unaccompanied youth students at Daytona State College. Family homelessness is often caused by a medical or financial event leading to a family losing their residence.

Hope Place has begun to provide services that is able to address the needs of a percentage of this population. At present, the shelter is at 20% capacity with 7 families in residence.

Anticipated accomplishments and/or outcomes:

It is anticipated that displaced citizens will be able to move out and live independently within 90 days either by their own savings and efforts or through rapid rehousing program grant funding.

An important part in assisting families to gain housing independence is through trainings and awareness of Community Service providers. The proposed project for A/V equipment will assist in this goal.

Citizen Participation:

(Explain what input citizens had in identifying the need, identifying the project, or approving the project)

On Thursday, April 12, 2018 at 6:00pm, a Public Meeting was held at the Club House in Holly Hill to encourage citizen participation in the identification of potential CDBG projects. Despite advertisement on the City's website as well as on social media, no citizens participated in the meeting.

Activity will meet a national objective by: *(choose one of the two options)*

☐

Area Benefit

(Offered to all residents of a LMI area)

*Uses census tract data to demonstrate more than 50.42% of beneficiaries are LMI

☒

Limited Clientele Benefit

(Offered to a group in the community)

Number of persons to be assisted:

(provide a projection, if area benefit use block group data, if limited clientele document group of persons and number served below)

Area Benefit: <i>(if applicable)</i>				
Census Tract	Block Group	Total Population	Low/Mod Population	% Low/Mod Population
Total				

Limited Clientele Benefit: *(if applicable, choose one of the two options)*

☒

Presumed low-income by HUD

☐

Beneficiaries will be income verified
(choose an verification method below)

Qualifying group Homeless Population

☐ Application from beneficiary with third- party income verification performed by staff

Number of persons served 172 at a time

☐ Evidence of assistance under "as restrictive" program

☐ Prior year's IRS transcripts (4506-T)

Describe the beneficiaries:

(Provide a detailed description and a map that clearly shows the project site and area that will benefit, include photos if applicable)

The intended beneficiaries are homeless families living in Volusia County, including 2,300 school age children, 600 pre-school children and 70 unaccompanied college age youth.

Proposed activity is a: *(choose one of the two options)*

☐ **New service being provided**

☒ **Improved service being provided**
(with a quantifiable increase)

New service being provided:

(If applicable, clearly explain the new service being provided and why)

Improved service being provided:

(If applicable, clearly explain the new service being provided and why)

In order to best serve the clients of Hope Place, Halifax Urban Ministries is in need of Audio/Video equipment in order to provide trainings and conferences to residents.

Project Timeframe

Proposed Timeframe

(Please refer to application instructions and guidance for a sample. At no time will proposed dates for public services extend beyond September 30, 2019.)

Date	Action	Responsible Entity
11/30/2018	Autoization to Proceed Issued	Volusia County
05/01/2019	Substantial Completion	Halifax Urban Ministries
06/30/2019	All invoices due to the City of Holly Hill from Halifax Urban Ministries	Halifax Urban Ministries
07/30/2019	All closeout documentation due to Volusia County	Holly Hill



2018 CDBG Jurisdiction Funding Application
Public Service Activity

8.3.b

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Attachment: PY 18.19 CDBG Public Service Application Hope Place (2014 : CDBG FY2018-2019 Annual Plan)



2018 CDBG Jurisdiction Funding Application
Public Service Activity

Budget

(Applicants must either fill out the following budget, or attach an additional budget)

Budget Categories	Project Cost Estimate	Sources of Funds		
		CDBG Funds	Applicant Funds	Other
		AMOUNT	AMOUNT	AMOUNT
Staff Costs	\$548,400	\$6,465		\$541,936
Operating Costs	\$761,100	\$6,465		\$754,635
Other: _____				
Other: _____				
Other: _____				
SOURCE TOTAL	\$1,309,500	\$12,930		\$1,296,570
TOTAL PROJECT COST*	\$1,309,500			

Additional Budget Descriptions

(Examples of breakdown budgets are shown in the application guidance on page 10. The purpose of the additional charts is to demonstrate exactly how the proposed funds will be spent and illustrate the plan for the activity.)

Supplement to Staff Costs				
	Description	Per Unit Charge	Quantity	Total
Salary Costs	Anticipated Salary (LS)	\$494,180	1	\$494,180
Benefit Costs	Anticipated Benefits (LS)	\$54,220	1	\$54,220
Other: _____				
Other: _____				
Total				\$548,400

Supplement to Operating Costs				
	Description	Per Unit Charge	Quantity	Total
Utility Costs	Water, Gas and Electric	\$125,000	1	\$125,000
Rent Costs	n/a			
Other: <u>Individual Asst</u>	Assistance to Individuals	\$460,000	1	\$460,000
Other: <u>Miscellaneous</u>	Food, Office Supplies, Etc.	\$176,100	1	\$176,100
Total				\$761,100



2018 CDBG Jurisdiction Funding Application Public Service Activity

**Please note, public service funds allocated in PY 2018/19 will be for a 12 month term ending on 9/30/2019. Subrecipient agreements for public service activities will not be extended and remaining balances will not rollover to the next year. Balances may be transferred to a capital project within the same program year if available. Due to grant-based accounting methods used by HUD funds cannot be transferred between fiscal years. As a result, remaining program year balances that are less than \$1,000 will revert to countywide funds.*

Description of Budget:

(Completely explain the budget charts shown or attached. Include the resources that will be used for the project prior to reimbursement, any potential funding concerns, completeness of budget given, and estimates used. Backup documentation for the budget amounts should be available upon request.)

Attached to this application is a budget spreadsheet from Halifax Urban Ministries which details anticipated revenue and expenditures for funding year 2018-2019. Also attached is the capital purchase of A/V equipment proposal. This expenditure is included under "Miscellaneous" in the budget breakdown.

Leveraged Funds:

(Clearly explain what funds, if any, are being used to match CDBG funds for the project)

Leveraged funds will be provided by Halifax Urban Ministries through donations through matchin HUD ad ESG funds, United Way donations, donor Funds and HUM event fundraising.

Outstanding Balance:

(Explain any remaining CDBG balances from prior year public service activities)

Not applicable

Similar Activities:

(Describe any past similar projects carried out, and the outcomes)

Halifax Urban Ministries operates a successful family shelter at its 340 North Street Daytona Beach Address which has been open since 2006 and provides homeless services and hot meals. This shelter offers 94 beds to homeless adults with children.

Hope Place is currently at 20% capacity with (7) families in residence.

§ 570.611 Conflict of Interest

Please read and sign at the bottom of the next page, signifying that you have read and agree to adhere to the following policy. Also, please disclose any potential conflicts including any boards or committees currently serving on, any private companies owned by you or members of your Board of Directors, and any other potential conflicts.

(a) Applicability. (1) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply.

(2) In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to §570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to §570.203, 570.204, 570.455, or 570.703(i)).

(b) Conflicts prohibited. The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. For the UDAG program, the above restrictions shall apply to all activities that are a part of the UDAG project, and shall cover any such financial interest or benefit during, or at any time after, such person's tenure.

(c) Persons covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part.

(d) Exceptions. Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

(1) *Threshold requirements.* HUD will consider an exception only after the recipient has provided the following documentation:

- (i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
- (ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(2) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effect of the following factors, as applicable:

- (i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- (ii) Whether an opportunity was provided for open competitive bidding or negotiation;
- (iii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- (iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;
- (v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;
- (vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- (vii) Any other relevant considerations.

Name		Conflicts/Potential	
Joseph A. Forte		Steven Juengst	
City Manager (or authorized official)		CDBG Liason	
Signature	Date	Signature	Date



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

**City Commission
Resolution**

MEETING DATE: May 8, 2018
FROM: John McKinney
SUBJECT: Resolution 2018-R-30 A Resolution of the City Commission of the City of Holly Hill, Florida, Creating the City of Holly Hill's Purchasing Policy; Providing for Legislative Findings and Intent; Repealing All Resolutions in Conflict Herewith; Providing for Authority to the City Manager for Implementing Administrative Actions; and Providing for Scrivener's Errors, Conflicts Severability; and Providing an Effective Date.
NUMBER: (ID # 1991)
APPLICANT:
PLANNER:

DISCUSSION:

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

Guiding Laws and Policies

Florida Statutes

- Chapters 119, 218, 255, 287, 413 and 723 of the Florida Statutes establish rules for items such as payment of invoices, bonds, competitive purchases, drug free work place, Capital Asset Control and others procurement processes.

City Charter Article III

- Section 20 (6) Submit to the City Commission and make available to the public a complete report on the finances and administrative activities.....
- Section 20 (7) Make recommendations to the city commission concerning the affairs of the city.

Chapter 30 Finance Article III

- Section 30-56 Purchasing Policies and Procedures

This Policy applies to the procurement of supplies, services, and construction. The Policies shall apply to all expenditures of public funds by the City, irrespective of the source. When the

procurement involves the expenditure of grant funds, the procurement shall be conducted in accordance with any applicable mandatory laws and regulations of the granting agency, whether or not they are reflected in the applicable ordinances or Manual. Nothing in this Manual shall prevent any public agency from complying with the terms and conditions of any grant, gift, or bequest which are otherwise consistent with law.

This Policy restates all sections of the existing policy to include;

1. Purchasing Powers
2. Sole Source / Standardization
3. Non-Competitive Negotiations
4. Vendor Preference / Emergency Purchase Order
5. This policy allows for an internal loan program of the Pooled Cash Fund for the purpose of financing capital construction projects or capital outlay expenditures.
6. Requirements of a bid specification
7. Capital Asset Tracking
8. Surplus Property
9. PCard Program
10. Conflicts of Interest
11. Procedures of Federally Funded Projects
12. Procedures for Issuing Debt
13. Warranty Requirements

The Procurement Card Policy and the Capital Asset Policy are attached for reference only. These two policies complement the Purchasing Card Policy but are department policies and procedures only.

FISCAL ANALYSIS:

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

STAFF RECOMMENDATION:

That the City Commission approve Resolution 2018-R-30, as submitted by staff.

COMMISSION GOAL:

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

MOTION:

APPROVE RESOLUTION 2018-R-30, CREATING THE CITY OF HOLLY HILL'S PURCHASING POLICY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS.

ATTACHMENTS:

- Exhibit A 2018 Holly Hill Purchasing Policy (PDF)
- GuidelinesForEstablishingContractDuration (PDF)
- HH Procurement Card 2018 (PDF)
- HH Capital Assets 2018 (PDF)

Resolution No. (ID # 1991)

RESOLUTION 2018-R-30 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, CREATING THE CITY OF HOLLY HILL'S PURCHASING POLICY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; AND PROVIDING FOR SCRIVENER'S ERRORS, CONFLICTS SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

RESOLUTION 2018-R-30

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

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

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

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

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

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

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

to such City employees as deemed effectual and prudent.

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

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

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

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

APPROVED AND AUTHENTICATED on this 8th day of MAY, 2018.



PURCHASING POLICY MANUAL

May 8, 2018

RESOLUTION 2018-??

PURCHASING POLICIES MANUAL

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INTRODUCTION

This Purchasing Policies Manual was written to guide City employees and officials when procuring goods or services for the City. It may be used as a training manual for the new employee or newly elected official, or it may be used by the experienced as a refresher or reference manual.

The manual establishes policies, procedures, and guidelines relating to the procurement, and disposal of supplies, services, and construction, under the authority of Resolution 2018-____.

This Manual is meant to be dynamic and allows for easy change with changing conditions. City employees and officials are encouraged to submit their suggestions for change or improvement of the Manual in writing, and they will be considered in the next review of the Manual.

The purpose of this Manual is to provide for the fair and equitable treatment of all persons involved in public purchasing with the City of Holly Hill, to maximize the purchasing value of public funds in procurement and provide safeguards for maintaining a procurement system of quality and integrity.

APPLICATION

This Manual applies to the procurement of supplies, services, and construction. The Policies shall apply to all expenditures of public funds by the City, irrespective of the source. When the procurement involves the expenditure of grant funds, the procurement shall be conducted in accordance with any applicable mandatory laws and regulations of the granting Department, whether or not they are reflected in the applicable ordinances or Manual. Nothing in this Manual shall prevent any public Department from complying with the terms and conditions of any grant, gift, or bequest which are otherwise consistent with law.

CHAPTER 1 - PURCHASING AUTHORITY

POLICY 1.1 PURCHASING POWERS

The Finance Director is given the power, duty, authority, and responsibility to purchase or contract for all commodities, equipment, and services on behalf of the City of Holly Hill. He / She shall coordinate and exercise control of the acquisition of commodities, equipment and services, selection of bidders, and awarding of purchase orders and contracts to vendors as approved by either the City Commission or City Manager based on dollar thresholds.

The Finance Director or Designee shall have the authority for the following:

- (a) The Finance Director may designate an Individual (s) to handle the procurement responsibilities of the City of Holly Hill.
- (b) To promulgate regulations governing the procurement, management, control, and disposal of any and all supplies, services, and construction to be procured by the City, subject to the approval of the City Department.
- (c) Purchase or Contract: To perform the duties specified in connection with the purchase or contract for all supplies and contractual and professional services needed by any using Department which derives its support wholly or in part from the City, when authorized, in accordance with the Policies and Procedures Manual, and such rules and regulations as may be adopted for the internal management and operation of the Finance Department and such other rules and regulations as shall be prescribed by the Finance Director
- (d) Exceptions Prohibited: The authority of the Finance Department to negotiate or cause to be negotiated all purchases for all using Departments shall not be abridged, except as required by Charter.
- (e) Unauthorized Purchases: Except as herein provided, purchases made without the written consent of the Finance Director shall be considered illegal, and referred to the City Manager for judgment as to penalty. Except as herein provided, it shall be illegal for any City officer, employee, or other person to order the purchase of any materials, supplies, or services.
- (f) Disqualification of Bidders: Have the authority with the consent of the Finance Director to declare vendors who default their quotations as irresponsible bidders, and to disqualify them from receiving any business from the City for a stated period of time.
- (g) Requisitions and Estimates: All using Departments, either by or with the authorization of the head of the department under which the using Department operates, shall file with the Finance Department detailed requisitions or estimates of their requirements in supplies and services in such manner, at such time, and for such future period as the Finance Department shall prescribe.
- (h) To evaluate contracts let by any other government entity for the provision of commodities and contract services, and when it is determined to be cost-effective and in the best interest of the City,

to enter into a written agreement and/or Purchase Order. A copy of the award and the contract shall be retained by the Finance Department, and proof of insurance, licenses, and any other requirements of the awarding entity's bid specifications shall be obtained by the using department, and a copy provided to the Finance Department. These purchases must be approved by either the City Commission or City Manager based on dollar thresholds.

(i) The Finance Director shall have the right to choose the most advantageous method of payment for all invoices received by the City.

(j) The Finance Director is responsible to interpret this Manual.

POLICY 1.2 FINANCE DEPARTMENT DUTIES

(a) The Finance Department shall procure for the City the highest necessary quality in materials and services at the least expense to the City, following the applicable laws, policies, and procedures.

(b) The Finance Department shall advise and assist the Finance Director in the formulation of policies and procedures in connection with the procurement activities of the City.

(c) The Finance Department shall be the final review of the specifications for correctness, competitiveness, and suitability.

(d) The Finance Department shall have a member (non-voting) on the Selection Committees for construction, professional and consulting services to guide the Committees in the prescribed process.

(e) It shall be the responsibility of the Finance Department to maintain and secure all documents relating to each bid in its bid file.

(f) It shall be the responsibility of the Finance Department to maintain and retain the records of his/her office in compliance with the State of Florida's record retention laws.

(g) The Finance Department shall be familiar with the State of Florida and other Florida based contracts for commodities and services which are available for use by the City.

(h) The Finance Department shall be familiar with applicable Purchasing laws, policies, and procedures.

(i) It shall be the responsibility of the Finance Department to write, oversee review and revision, and distribution of this Manual.

(j) With the approval of the City Manager or Finance Director, the Finance Department may delegate all or some of her/his responsibilities to another.

POLICY 1.3 PURCHASING REQUISITIONS

All requisitions shall be authorized by the Department Director or designated authority. Requisitions should originate in the department at the level where the purchase is to be used and routed to the designated approval authority prior to being sent to Finance Department. Requisitions not properly authorized will not be accepted by the on-line system.

ROUTING:

1. For all purchases under \$25,000, the requisitioning Department will enter the requisition into the on-line system for issuance of a purchase order. The Department will obtain quotes as:
 - a. No quotes required under \$2,500
 - i. Estimates are encouraged
 - ii. Preference given to local suppliers
 - b. Quotes required between \$2,500 and \$5,000
 - i. Utilize
 1. Screen shots
 2. Verbal quotes
 - ii. Preference given to local suppliers
 - c. Three written quotes required between \$5,000 - \$25,000
 - i. Written quotes or proposals
 - ii. Preference given to local suppliers
2. For all purchases \$25,000 or greater, the requisitioning Department will request a formal solicitation to be issued by the Finance Department, and then assure that City Commission approval is obtained for award, either of the solicitation or other Commission direction.
3. Upon receipt of the requisition in the Finance Department and dependent on the dollar amount, formal quotations, bids or proposals will be solicited. A purchase order, contract or work order will be issued upon completion of this process.
4. If the requisition is incomplete or not properly prepared, the Finance Department will notify the originating department.
5. For all purchases of capital goods or services, regardless of the dollar amount, the requisitioning Department will enter the requisition into the system assuring appropriate approvals are obtained, unless approved by the Finance Director and under \$25,000.

POLICY 1.4 PURCHASING REVIEWS

REVIEW OF SPECIFICATIONS-OTHER DEPARTMENTAL APPROVALS REQUIRED: Prior to issuance of bids or the processing of a requisition with specifications included, review of the items to be purchased and the specifications for certain commodities and services must be made by other departments / Departments within the City to assure open competitive bidding, compatibility, standardization, and up-to-date specifications. The following are mandated reviews:

TYPE OF EQUIPMENT/SERVICE REQUESTED DEPARTMENT REVIEW

Information Technology Equipment

Information Technology

Vehicles/Heavy Equipment

Fleet Maintenance

PLEASE ENSURE THE ABOVE APPROVALS ARE OBTAINED PRIOR TO SUBMITTAL TO THE FINANCE DEPARTMENT.

POLICY 1.5 FIELD PURCHASE ORDERS

The Field Purchase Order should be used as a payment tool/check request for all items under \$5,000. Common uses include: Subscriptions, Memberships, Advertisement and Registrations requiring a check, Petty Cash Reimbursements and Employee Travel Reimbursement checks. Also, the Field Purchase orders should be used for items under \$5,000 for vendors that do not accept the Purchasing Card.

Invoices that are attached to FPO's need no signatures. Approvals will be tracked by the financial software.

POLICY 1.6 APPROVAL LEVEL THRESHOLDS

The City Manager or designee shall have the authority to award and execute purchases of goods and services not to exceed \$25,000 including change orders and amendments. The City Manager or designee is authorized to renew options on approved contracts, as long as it is per the terms, conditions and renewal period specified in the original contract and the total dollar amount for each contract or purchase order is within the Commission approved budget. All purchases of goods and services, in excess of \$25,000 shall be awarded by the Commission, except as otherwise provided within this section.

The City Manager or designee shall have the authority to approve all purchase orders, contracts, and Master Agreements up to \$50,000 for projects, goods and services that are detailed in the adopted budget as long as award is to the lowest responsive, responsible bidder in a competitive environment.

The City Manager or designee shall have the authority to approve and execute all change orders and amendments and to approve price escalation/de-escalation changes, according to the terms of the particular contract providing that the change does not exceed 10% (not to exceed \$25,000 in total) of the latest approved contract value for contracts. Amendments to contracts greater than these amounts must be approved by City Commission.

The City Manager or designee shall have the authority to settle individual claims under contract provided the settlement does not exceed ten percent 10% (not to exceed \$25,000) of the latest approved contract value for contracts. All change orders issued which modify a contract, the original and revised total cost of which exceeds ten percent 10% (not to exceed \$25,000), shall require Commission approval, unless otherwise specified herein.

It shall be prohibited for any City employee to order the purchase of any goods or services or make any contract change without the delegation of authority under this section other than through the Finance Department, unless utilizing an authorized procurement card. City employees will be held accountable

for unauthorized purchases and appropriate disciplinary action will be taken pursuant to the City Policy and Procedures Manual. The Department committing the unauthorized purchase will document the incident with a memo to the City Manager explaining the details of the unauthorized purchase. These details must include a brief summary of what happened and the corrective action that the Director has taken to prevent unauthorized purchases in the future. The memo shall state any disciplinary action taken, if any, and request the City Manager approve the unauthorized purchase if under \$25,000. Unauthorized purchases of \$25,000 and greater shall be submitted to the Commission for approval. Any purchase or contract made contrary to this section hereof shall not be binding on the City unless approved by the Commission.

The City Commission has the right to award all contracts except as otherwise provided in the Code of Ordinances of the City. As to those contracts which the Commission retains the right of award, the Commission shall have authority to review, modify or set aside all previous administrative determinations, whether appealed or not, made in the course of the procurement.

CHAPTER 2 – SOURCE SELECTION AND CONTRACT FORMATION

SECTION A - COMPETITIVE SEALED BIDDING, INVITATION TO BID (ITB)

POLICY 2.1 CONDITION FOR USE

Competitive sealed bidding is the preferred method for the procurement of supplies, services, or construction.

The Invitation to Bid shall include specifications and pertinent attachments, shall clearly define the items or services needed in order for the bidders to properly respond to the Invitation. It shall include the following:

- (a) Instruction and information to bidders concerning the bid submission requirements, including the time and date set for receipt of bids, the address of the office to which bids are to be delivered, and any other special information;
- (b) The purchase description, evaluation factors, delivery or performance schedule, and such inspection and acceptance requirements as are not included in the purchase description; and
- (c) The contract terms and conditions, including warranty and bonding or other security requirements, as applicable to the procurement.

POLICY 2.2 LIFE CYCLE COST OR TOTAL COST BID

A Life Cycle Cost or Total Cost Bid may be used when it is desirable to award on the basis of the cost to the City to acquire and use the goods or services over a period of time. An example would be a copier. The Invitation to Bid would require bidders to supply the price of the copier, its electric usage, the cost of maintenance, and the cost of supplies for five years' usage, or for making a specific number of copies. The lowest cost is determined by adding together the costs of each of these components.

POLICY 2.3 PUBLIC NOTICE

The Invitation to Bid must be publicly advertised via the City of Holly Hill's online bidding system or in accordance with State or Federal guidelines if applicable and at least twenty working days preceding the day set for the receipt of bids or proposals. Bids shall be solicited from an adequate number of known suppliers.

Pre-selected bid lists, posting in public places, and publication in trade journals and magazines are additional steps to attract competition, when used in conjunction with newspaper advertising. Proof of publication of the advertisement shall be placed in the Bid file.

In lieu of mailing specifications a Notice may be emailed to prospective bidders, informing them of the bid and how to obtain specifications.

If grant money is involved, the advertisement shall so state, and state that compliance with all applicable federal, state, and local laws, rules, and regulations is required. Such regulations shall be incorporated into the specifications.

POLICY 2.4 RECEIPT OF BIDS

Upon its receipt, each bid shall be time-stamped, but not opened, and shall be stored in a secure place until the time and date set for bid opening. Depending on the type of bid, the Finance Department with the concurrence of the City Clerk may allow email bid responses.

POLICY 2.5 BID OPENING

All timely bids shall be opened publicly at the time, date, and place announced in the advertisement and Invitation to Bid. The responses shall be read aloud by the City Clerk or his/her designee, and recorded by the City Clerk or his/her designee.

Bids if allowed to be received via email shall be held unopened until the bid opening time. An online bid system is preferred.

Bids received after the time and date specified shall be late and not considered, unless the bid would have been received timely except for the action or inaction of City personnel and the bid has not yet been awarded.

If the bids are lengthy or contain many items, at the discretion of the Finance Department, only the names of the bidders may be read aloud. If such is the case, the Finance Department shall prepare a tabulation of the bids as soon after the bid opening as possible, and give it to the City Clerk for attachment to the Bid Summary.

The recorded Bid Summary prepared by the City Clerk shall be made available to anyone who requests it. The Finance Department or designee shall tabulate all bids in timely received manner that will facilitate comparison of the relative advantages and disadvantages of each bid. The Bid Summary shall be signed by witnesses to the bid opening.

No responsibility shall attach to a City employee for the premature opening of a bid not properly addressed and identified in accordance with the bid documents. The employee so doing shall not read or divulge the contents of the envelope or package. He/she shall reseal the envelope, note on it that it was not properly identified as a bid, and it was resealed and not read, initial and date the note, and put it in the bid file to be opened with the other bids at the date and time advertised.

POLICY 2.6 VARIANCES, ALTERNATES, AND MULTIPLE BIDS

Unless specifically provided for in the specifications, variances, alternates, and multiple bids shall not be accepted. The bid shall be rejected, provided that if a bidder clearly indicates a base bid, it shall be considered for award as though it were the only bid or proposal submitted by the bidder.

Multiple and alternate bids, and variances to specifications are acceptable, provided they are requested in the specifications, and the method of selection and award is clear in the specifications. A Performance Specification should be used in such instances when alternate or variances are acceptable.

POLICY 2.7 OPTIONS

When Options to a bid are requested, the lowest responsible, responsive base bid will be combined with such options, applied in such order as elected by the City that will produce a sum which is within the amount of funds available to finance the contract.

POLICY 2.8 BID EVALUATION

The bid, or contract, shall be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set for in the specifications. No bid shall be evaluated for any requirement or criterion that is not disclosed in the specifications.

POLICY 2.9 WITHDRAWAL OF BID

Bids may be withdrawn upon written request and presentation of proper identification by the bidder at any time prior to the time fixed for opening of bids, without prejudice to the right of the bidder to file a new bid. Withdrawn bids will be returned unopened. Negligence on the part of the bidder in preparing his bid confers no right for withdrawal of the bid after it has been opened. An email, telephone or telegraphic request to withdraw a bid proposal is not acceptable.

POLICY 2.10 AWARD

The bid shall be awarded with reasonable promptness by written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the specifications.

The using department shall review the bids and make recommendation to the Finance Department. The Finance Department shall add his/her recommendation to that of the using Department Head, and forward to the Finance Director for award or for placement on Commission agenda for Commission's award.

All Invitations to Bid, Requests for Proposals, Requests for Qualifications, Requests for Acquisition of Design-Build Services, for the amount of \$25,000 or less shall be awarded by the City Manager. All those over \$25,000 shall be awarded by the City Commission.

A firm fixed-price contract (lump sum or unit price) shall be awarded to the responsive, responsible bidder, whose bid conforms with all the material terms and conditions of the Invitation to Bid, and is lowest in price or cost.

The City reserves the right to award any and/or all bids on an item-by-item basis or in the aggregate, whichever is deemed in the best interest of the City.

The City reserves the right to award a portion of a quantity requirement to more than one contractor. Such incremental awards are done when one contractor cannot supply the total required quantity, or if it is in the best interest of the City to have two suppliers because of commodity shortages, rationing, or the like.

The Finance Department shall notify the successful bidder(s) in writing of the award. The letter of award or contract is not notice to the awarded bidder to perform. Until a Purchase Order is issued, the awarded contractor shall not perform. Until a Purchase Order is issued, the funds have not been encumbered. In addition to price, all bid awards may take the following into consideration:

- The character, integrity, reputation, judgment, experience, previous performance, and efficiency of the bidder.
- The ability, equipment, capacity, financial strength, personnel resources, and skill of the bidder to perform the contract.
- The quality, availability, and adaptability of the supplies or contractual services to the particular use required.
- The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- The quality of performance of previous contracts and whether the bidder can perform the contract within the time specified, without delay or interference.

In the event all bids exceed available funds as certified by the Finance Director, and the low responsive and responsible bid does not exceed such funds by more than 5%, the Finance Department may be authorized, when time or economic considerations preclude re-solicitation of a bid of reduced scope, to negotiate an adjustment of the bid price with the low responsive and responsible bidder in order to bring the bid within the amount of available funds.

POLICY 2.11 TIE BIDS

If there are tie bids, meaning everything except the information relating to the bidder is the same, the following methods shall be used in the order below to break the tie:

- Drug free workplace policy in place.
- The bidder that has a Business Tax Receipt (BTR) within the City limits.
- If one has or had a contract with the City and performance is or was satisfactory. If

performance of a tie bidder who has or had a contract with the City and performance is or was not satisfactory, the other tie-bidder is awarded.

- Timeliness of delivery.

POLICY 2.12 AWARD TO OTHER THAN THE LOW BIDDER

If award of bid is made to other than the low bidder, justification for doing so shall be completely documented in writing and included in the Bid File. Justification for awarding to the other than the low bidder may include: does not meet specifications (must specify how bid does not meet specifications), unsatisfactory performance on previous City contracts, unfavorable references, unable to meet project time or delivery requirements, etc.

POLICY 2.13 REJECTION OF BIDS

Any bid received after time of closing will be considered to be late and will be rejected and returned to the bidder unopened.

The City reserves the right to reject any or all bids or parts of bids, to waive any informalities in any bid, or to accept any bid which will best serve the interest of the City. The City also reserves the right to reject any unit prices, for additions to or deductions from the scheduled amount of work as given in the bid, if they are considered excessive or unreasonable, or to accept any or all of such unit prices that may be considered fair and reasonable. If any unit price is rejected for the reasons stated herein, the work governed by such unit prices, if required, shall be treated as a change in the work as specified in the General Conditions, or may be cause for rejection of the entire bid.

Bids may be rejected if they show any alterations of form, additions not called for, conditional bids, incomplete bids, erasures, or informalities of any kind. If a bid amount is changed after the amount is originally inserted, the change should be initialed by the person signing the Bid Proposal.

If more than one bid proposal is offered to the City by any person under the same or different names, all such bid proposals may be rejected.

POLICY 2.14 CANCELLATION OF AWARDS

The City may cancel an award or contract without cause at any time up to the time that work has begun on the contract, or delivery has been made.

An award or contract on which work has begun or delivery made may be canceled with cause, and the cancellation will be effective immediately upon delivery of written notice to the contractor.

An award or contract on which work has begun or delivery made may be canceled without cause, and the cancellation will be effective 30 days after delivery of written notice to the contractor.

SECTION B - PRE-BID CONFERENCES

POLICY 2.15 CONDITION FOR USE

A pre-bid conference may be held at the discretion of the Finance Department to explain any part of the specifications and procurement requirements, and to allow the prospective bidders to ask questions. The pre-bid conference may be mandatory or non-mandatory. If mandatory, only those attending will be allowed to bid, so it may not be in the City's best interest to make it mandatory. It shall be held long enough after the specifications are issued to allow the bidders to become familiar with them, but sufficiently before bid opening to allow consideration of the conference results in preparing the bid. Nothing said in the pre-bid conference shall change the specifications unless a written amendment to the specifications is issued. A summary of the conference shall be supplied to all those prospective bidders known to have received the specifications.

SECTION C - COMPETITIVE SEALED PROPOSALS (REQUEST FOR PROPOSALS) (RFP)

POLICY 2.16 CONDITION FOR USE

This form of source selection is preferred when the following conditions exist:

- A complete, adequate, and realistic specification or purchase description is not available.
- There are two or more responsible, qualified, potential sources.
- The procurement does not lend itself to a firm-fixed-price contract, and selection of the successful bidder cannot be made principally on the basis of price.

The RFP may contain an open invitation for new information on substitute products and services.

The specifications shall be written to require and allow for proposals to be submitted in a common format, for ease of evaluation.

Indicate in the specifications the last date for receipt of questions of a material nature.

If there is a pre-proposal conference, it should be scheduled around the half way between issue and opening dates.

POLICY 2.17 PUBLIC RECORD EXEMPTION

Financial statements submitted as requested in an Invitation to Bid, Request for Proposals, Request for Qualifications, or Request for Letters of Interest are exempt from the Public Records Act, as set forth in F.S. 119(3)(t). Data processing software and software that is a trade secret are exempt from the Public Records Act, as set forth in F.S. 119(3) (o).

POLICY 2.18 PUBLIC NOTICE

The Request for Proposals may be publicly advertised in at least one legal newspaper having general distribution, and at least ten working days preceding the day set for the receipt of bids or proposals if required.

Bids shall be solicited from an adequate number of known suppliers.

Pre-selected bid lists, posting in public places, and publication in trade journals and magazines are additional steps to attract competition, when used in conjunction with Online Bidding Services.

Proof of publication if required of the advertisement shall be placed in the Bid file.

If grant money is involved, the advertisement shall so state, and state that compliance with all applicable federal, state, and local laws, rules, and regulations is required.

POLICY 2.19 RECEIPT OF PROPOSALS

Proposals timely received shall be opened publicly at the time and date for such, and only the names of those submitting proposals announced. Proposals shall be viewed and reviewed only by City personnel having a legitimate interest in them.

POLICY 2.20 EVALUATION FACTORS

The Request for Proposals must identify all significant evaluation factors, including price or cost when applicable, and their relative importance. A weight may be assigned to each component of the proposal, but if used, it must be included in the specifications. Factors not specified in the Request for Proposals shall not be considered.

Initial review shall be for compliance with specifications or requirements.

POLICY 2.21 DISCUSSION WITH RESPONSIBLE OFFERORS

As provided in the Request for Proposals, discussions may be conducted with responsible offerors whose proposals have a reasonable chance of being selected for award. The purpose of the discussion and possible minor revision of proposals shall be for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Such minor revisions may be permitted after submission and prior to award, for the purpose of obtaining best and final offers.

In conducting discussions, there shall be no public disclosure of any information derived from proposals submitted by the offerors.

POLICY 2.22 AWARD

Award shall be made to the responsive, responsible offeror whose proposal will be most advantageous to the City, considering initial price, overall cost, and the evaluation factors specified.

In the recommendation for award of proposals, give the criteria used, members of the committee, and why the recommended award is in the "best interest" of the City.

SECTION D - COMPETITIVE SEALED QUALIFICATIONS, REQUEST FOR QUALIFICATIONS (RFQ)

POLICY 2.23 CONDITION OF USE

The City shall publicly announce , in the same manner that Invitations to Bid are announced, each occasion when professional or consulting services are required for a project whose cost is estimated by the City to be more than \$250,000, or for a planning or study activity when the fee for professional services exceeds \$25,000.

SECTION E - COMPETITIVE SEALED LETTERS OF INTEREST, REQUEST FOR LETTERS OF INTEREST (RLI)

POLICY 2.24 CONDITION OF USE

The Request for Letters of Interest (RLI) is used when there is no expert on staff to write technical specifications, evaluate technical bids or proposals, or keep up with changing technology, and when the City is willing to consider many different approaches. It allows the purchase of complex and often expensive goods or systems without large investments in specifications development. It helps to develop knowledge, allowing some latitude in changing the requirements to obtain the most suitable goods or systems. It begins when a using department provides a succinct, clear explanation of the results they desire from a technology system (this is sometimes called a performance specification). That explanation, along with standard language that advises each interested party of the job's basic requirements, and a detailed list of evaluation factors by which each response will be judged, shall be advertised, and mailed to known providers. Each respondent shall provide evidence of their capability and past experience to meet the desired results. The respondents are then short-listed, and those on the short-list are invited to provide additional evidence through interview or demonstrations before a Selection/Negotiation Committee. The Committee then decides whether they recommend inviting bids from or beginning negotiations with the selected firms. Each firm deemed capable of meeting all requirements shall submit a detailed bid or proposal, including costs, for evaluation. The firm with the evaluated bid or proposal that is most advantageous to the City will then be offered a contract. If it is bid, this would be a form of multi- step bidding.

SECTION F - SOLE SOURCE AND STANDARIZATON PROCUREMENT

POLICY 2.25 EXEMPTION FROM BIDDING PROCEDURE

Sole source or Standardization procurement is exempt from bidding procedures. The using department must submit to the Finance Department in writing for his/her approval the attempts made, or the data collected to substantiate declaring a product or service "sole source". The City Commission must approve the award of the contract if the dollar amount exceeds \$25,000.

SOLE SOURCE

The following criteria must be met in order to satisfy the sole source or proprietary source requirement:

- It is the only item that will produce the desired results (or fulfill the specific need) ...or

- The item is available from only one source of supply ... or
- The item is available from more than one vendor but due to extreme circumstances, only one vendor is suited to provide the goods or services.

Sole source and proprietary source purchases are exempt from competitive requirements. However, all sole source requisitions exceeding \$10,000 in value will be electronically advertised for a period of at least 5 business days. The steps to follow for sole source and proprietary source purchases are as follows:

- a. The User Department/Department and the Finance Department shall attempt to locate competition. Staff will also check for piggyback contracts. If no other sources are found, the User Department/Department shall submit to the Finance Department a completed sole source/proprietary source form, indicating the requisition number.
- b. A sole source or proprietary source form shall be used to justify and document the requirement. The form shall state why only one source can produce the desired results (or fulfill the specific need).
- c. The Finance Department will electronically post on the City website a description of all requisitions meeting the requirements for competitive pricing per Florida Statute for a period of at least seven (7) business days after the receipt of a completed sole source form from the department.
- d. The Finance Director shall review and approve or disapprove, in writing; sole source/proprietary source designation.
- e. The User Department/Department shall be notified of disapproved requests and the purchase shall be made in accordance with standard procedures.
- f. When the Finance Director approves a sole or proprietary source, staff shall conduct negotiations on price, delivery, and terms. The price must be determined fair and reasonable.
- g. The Finance Department shall keep a log of sole/proprietary source purchases, which includes the vendor name, the amount, item description, justification, and the purchase order number.
- h. For those instance that services are needed involving multiple years (i.e. maintenance of equipment, warranty, etc.) the request must be combined to capture the project, as a whole, and the proper approval must be obtained.

STANDARDIZATION

Standardization is the process of examining characteristics and needs for items of similar end usage and developing a single specification that will satisfy the need for most or all purchases for that purpose. Proprietary purchases (usually components) maintain a degree of continuity to the original or existing decor, equipment, or programs.

Where standardization is determined to be desirable by the City, the purchase of materials, supplies and equipment and certain contractual services may be made by negotiation. Compatibility to existing equipment will be an acceptable justification for waiver of bidding procedures provided the item meets

the other criteria within the definition of sole source item (i.e.; available from only one source and only item that will produce the desired results).

SECTION G – OTHER GENERAL POLICIES REGARDING SOLICITATIONS

POLICY 2.26 MULTI-TERM BIDS

A multi-term bid is appropriate when it is in the best interest of the City to obtain uninterrupted services or supplies extending over more than one fiscal period. The objective is to promote economy and efficiency in procurement through volume, or to encourage competition when there are high start-up, or phase-in phase-out, costs. The procurement of like goods or services that exceeds \$25,000 within a rolling twelve months would be required to have a competitive bid issued for future procurements.

POLICY 2.27 ADDITIONAL SPECIFICATION CLAUSES

Multi-term contracts shall include a clause that the contract will be canceled if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal period succeeding the first (if this is expected to happen, the contractor should be notified as soon as possible).

If the City will accept an escalation clause, that prices will remain firm for a certain period of time, and then may escalate (or de-escalate) according to some formula or index, or according to the amount stipulated by the bidder in his/her bid.

POLICY 2.28 AWARD

Award shall be made as stated in the solicitation and permitted under the source selection method utilized. Care should be taken when evaluating multi-term bids to avoid award to a bidder with a low first period price, and a high escalated subsequent period's price. To avoid this, the City should either tie any escalation or de-escalation to an index (Southeast Region Consumer Price Index), or set an escalation cap.

POLICY 2.29 NOTIFICATION

All bidders shall be notified in writing as soon as possible after award or rejection of bids or proposals.

POLICY 2.30 REJECTION OF BIDS

Any or all bids may be rejected when it is in the best interest of the City to do so. The item may, or may not, be re-bid in the best interest of the City.

POLICY 2.31 NON-COMPETITIVE NEGOTIATION

Non-competitive negotiation may be used when the award of a contract is not feasible under any other formal procedure. Circumstances under which a contract may be awarded by noncompetitive negotiation are limited to the following:

- Cooperative Governmental Contracts:
- Resale: Items for resale, such as those being marketed by an enterprise function, shall be exempt from bid requirements;
- Copyrighted Materials:
- Acquisition of Real Property, such as land, easements, rights-of-way, existing buildings, structures, or improvements, resulting from negotiations and approved by the City Commission;
- Court-ordered fines and judgments, resulting from litigation;
- Exceptional disbursement as authorized by the City Commission;
- Court-ordered fees, resulting from the judicial process, processed by the Clerk of the Court, and recorded against the budget for such fees;
- Cash transfers and investment transactions for fiscal management purposes, recorded against general ledger accounts;
- Accrued or current liabilities already charged against the budget, recorded against general ledger accounts;
- Debt service payments charged against budgetary accounts as authorized by the City Commission;
- Postage or other delivery services;
- Utility refunds;
- Pre-Employment testing;
- Employee deduction;
- State or County license, permit renewals or auto tags;
- Refunds of current or prior year revenues charged against budgetary accounts;
- Grant disbursements to federal, state, or local government Departments, or to private groups or Departments;
- Insurance including but not limited to liability, property, medical, and workers compensation insurance or payments from any loss fund established for such purpose;
- Dues and memberships in trade or professional organizations, subscriptions for periodicals, advertisements, copyrighted material, part-time, authorized hospitality expenses, and fees and costs of job-related travel, seminars, tuition registration and training as allowed by the City budget;
- Temporary work force
- Legal services, expert witnesses, court reporter services, and all other related expenses of claims and/or litigation;
- Consultant Services, other than those regulated by § 287.055, Fla. Stat.;
- Title insurance, title commitments, title searches, and ownership and encumbrance searches; and
- Transactions by Inter-local Agreement.
- Advertisements in a local newspaper or radio station.

POLICY 2.32 ONE RESPONSE

The Finance Department shall make every attempt to receive multiple bid responses. Should only one response to an Invitation to Bid, Request for Proposals, Request for Qualifications, or Request for Letters of Interest be received, the City Commission shall have the following options:

- (a) Accept the offer was made, if the price is fair and reasonable.
- (b) Negotiate an acceptable contract with the sole bidder.
- (c) Reject the offer as non-competitive and re-bid making changes to allow more competition. The changes may be, but are not limited to, the specifications, mailing list, and the advertising medium.

POLICY 2.33 ERROR IN BID OR PROPOSAL

In the event of a unilateral mistake or deficiency on the part of the low bidder, the following should be considered in determining whether the City should waive the bid deficiency:

Will allowing the bidder to correct the deficiency or mistake deprive the City of its assurance that the contract will be entered into and performed?

Will allowing the bidder to correct the deficiency or mistake give any bidder an unfair advantage or otherwise undermine “the necessary common standard of competition”?

The following action shall be taken:

- (a) If the error or deficiency is not material to the bid or proposal, the bidder may be allowed to send us a letter correcting the error or misinformation.
- (b) If the error and the correction are clearly evident, such as typographical, extension of unit prices, transposition, and arithmetical, the bidder may be allowed to send us a letter correcting the error.
- (c) If the error or deficiency is material to the bid, it may not be corrected. The bidder may go forward with the contract as bid, or the bidder may be allowed to withdraw its bid and the City, in its discretion, may accept the withdrawal with or without penalty. A typical penalty would be the difference between the low bid which contains the error, and the bid that is accepted.

POLICY 2.34 NO BIDS

In the event no bids or proposals are received in response to a formal Invitation to Bid or Request for Proposals, the City has the following options:

- (a) Re-bid with either the same or revised specifications.
- (b) If, in the opinion of the Finance Department, re-bidding would produce the same results as the original bid, the Finance Department and a representative of the using department may negotiate for the purchase of the desired commodity or service.
- (c) Obtain informal written quotations, and purchase from the lowest quote meeting specifications.

POLICY 2.35 CONTRACT RENEWAL

An agreement entered into as a result of an Invitation to Bid, Request for Proposals, Request for Qualifications, or Request for Letters of Interest may be renewed for additional one or multiple year periods upon mutual agreement in writing, under the same prices, terms, and conditions if this provision was in the original solicitation.

SECTION H - PROCUREMENT RECORDS MANAGEMENT

POLICY 2.36 BID FILES

Each Invitation to Bid, Request for Proposal, Request for Qualifications, or Request for Letters of Interest shall be assigned its own, individual number, and date and time of opening. A folder shall be used for each bid, with the label identifying the bid name, bid number, and user department. In each folder shall be placed all information related to the bid. At a minimum, the following information shall be included:

- Proof of the advertisement announcing the bid or Online notification.
- The specifications.
- The original bids submitted. No marks, notes, or writing of any kind shall be made on the original bids. If such is necessary, make a copy and use it to write on. Keep the envelopes, which have been time-stamped when received by Purchasing, until Purchasing has received all the necessary documents from the awarded bidder, or, until Purchasing is reasonably sure no protest will be filed, whichever comes later.
- Copy of the contract or agreement with the awarded bidder.
- Proof of the required insurance from the awarded bidder.
- Copies of any required licenses or other documents.

POLICY 2.37 FLORIDA PUBLIC RECORDS LAW

Chapter 119, Florida Statutes, generally known as the “Florida Public Records Law”, provides that all documents, papers, records, and similar material produced or received by an Department or political subdivision of the State are subject to public inspection and examination under reasonable conditions and at reasonable times, under supervision by the custodian of the public record or the custodian’s designee. Accordingly, unless specifically exempted by law, all bids and materials received with bids will be considered a matter of public record. The items exempt will be in accordance with the “Florida Public Records Law.” The City and its staff cannot regard any other document, information, or data as proprietary or confidential unless so advised by the City Attorney.

Purchasing Records shall be maintained, stored, and destroyed according to the rules of the State of Florida and the City of Holly Hill.

SECTION I - ALTERNATE ACCEPTABLE MEANS OF PROCUREMENT

POLICY 2.38 STATE OF FLORIDA TERM CONTRACTS / SNAPS AGREEMENTS

State of Florida Contracts for a variety of commodities has been competitively bid and meets all the State and City of Holly Hill requirements for bidding. They may be accessed through the Internet at the following address: myflorida.com or you may call the Finance Department for assistance. State of Florida SNAPS Agreements are also accessed through the Internet via the State of Florida Contract System. These agreements include a variety of goods and services that utilize recycled and/or innovative products at pre-negotiated prices. SNAPS Agreements may be utilized in lieu of competitive bidding as follows: any single purchase from a SNAPS Agreement shall not exceed \$25,000 without City Commission Approval.

POLICY 2.39 OTHER GOVERNMENT ENTITIES' CONTRACTS

The City may utilize (piggy-back) any other government entity's open contracts that have been competitively bid and awarded to the low responsive, responsible bidder meeting specifications, in accordance with City Purchasing regulations. The City may also piggyback off U.S. General Services Administration, "GSA Contracts". When another entity's contracts is to be utilized, a copy of that contract shall be forwarded to the Finance Department for review and evaluation to determine if it meets the City's requirements regarding competitive bidding and award.

POLICY 2.40 COOPERATIVE PURCHASING

The City may join with one or more other government entity and jointly bid common commodities or services. Cooperative Purchasing may take the following forms:

- One entity "piggybacking" on the contract of another.
- Entities joining together to bid.

POLICIES 2.41 RESPECT AND PRIDE

Items purchased from these Departments are exempt from bidding. Purchasing has catalogues and price lists from these Departments.

RESPECT of Florida (Florida Association of Rehabilitation Facilities, Inc.)

Florida Statute Sections 413.032-413.037 directs state and local government Departments to purchase certain products and services from qualified, nonprofit, community-based organizations employing persons with disabilities.

PRIDE (Florida Prison Industries) - Florida Statute Section 946.006 authorizes the manufacture, processing, or production of "such items as are ... needed and used in state institutions and Departments and in other governmental jurisdictions of the state."

POLICY 2.42 OWNER DIRECT PURCHASES (ODP)

It may be to the City's advantage to directly purchase materials, components, or systems to be used in a construction project. The advantages are a savings in sales tax (the City is tax-exempt, contractors are

not), and the contractor's mark-up. If so doing, the construction contract shall contain language to make the contractor responsible for expediting, receiving, storing, protecting, installing the goods, arranging for training of staff by the supplier, and providing the suppliers' and manufacturers' warranties. Also, long-lead-time items may be ordered by the City, while the bidding/contract negotiation process is ongoing.

In the event the City elects to make direct purchases, the responsibilities of both, the City and the Contractor relative to direct purchase Items shall be governed by the terms and conditions contained herein, in the solicitation and in the contract.

SECTION J - SMALL PURCHASES

POLICY 2.43 PURCHASES BELOW BID LIMIT

Purchases which fall under the bid limit, and cannot be grouped for bidding, shall be made in conformity with one or more of the following procedures:

- (a) The City's Procurement Card may be used for certain purchases, with the approval of the department head, may be used by the departments for immediate need of supplies, materials, and contractual services not to exceed the maximum value of \$5,000. The individual authority levels will be determined by Finance Policy and Procedures with the concurrence of the City Manager. Higher limits may be established as a payment tool by the City Manager.
- (b) The City's Field Purchase Order may be used for certain purchases, with the approval of the department head, may be used by the departments for immediate need of supplies, materials, and contractual services not to exceed the maximum value of \$5,000.

SECTION K - LOCAL PREFERENCE

POLICY 2.44 VENDOR PREFERENCE

A local vendor would be interpreted as a bidder, which as of the date of the bid opening, has a valid Business Tax Receipt (BTR) issued by the City of Holly Hill to do business in the City of Holly Hill which authorizes the vendor to provide the goods, services, or construction to be purchased and has a physical address located within the limits of Holly Hill from which the vendor operates or performs business. A Post Office Box cannot be used to establish physical address.

A local vendor preference of no greater than 5% (Not to exceed \$5,000) of the price submitted by the non-local vendor shall be granted with City Commission approval.

SECTION L -PROCUREMENTS

POLICY 2.45 EMERGENCY PURCHASE ORDER (EPO)

Emergency purchases are approved per the spending authority levels outlined in this Policy and subject to review by the Finance Director. The City Manager may approve emergency purchases up to \$50,000 and notify the Commission of the purchase at the next Commission meeting.

For emergency purchases the using department shall request an emergency purchase from the Finance Department after the City Manager or Finance Director approves the request. Emergency Purchase Orders are only to be used when a threat exists to the public health, welfare, or safety, or if the operation of a City Department would be seriously hampered if immediate action is not taken.

EMERGENCY PURCHASES - NIGHTS, WEEKENDS, OR HOLIDAYS: If an emergency occurs when the Finance Department is closed, the Department Head shall act to secure the necessary materials or service. The evidence of purchase such as sales ticket, bill, delivery slip, counter receipt, etc., which the supplier normally furnishes, will be submitted concurrently with the requisition by the department to the Finance Department on the next work day following the date of purchase. Such back-up documents will be submitted to Finance. Emergency Justification form must be forwarded to the Finance Department by the next business day.

GENERAL INFORMATION: When emergency purchases are made, the department will make the purchase at the best possible price. A true emergency can occur as a result of parts and labor needed for repairs to vehicles or equipment, which must be kept in operating order. Emergencies due to negligence are to be avoided. Failure to anticipate normal needs, project deadline dates or a desire to expend excess or remaining budgeted funds prior to year-end do not constitute an emergency.

NOTE: Emergency purchases are costly and should be kept to a minimum. They are usually made hurriedly, on a non-competitive basis, and at top prices. Most vendors charge a premium when supplies must be obtained immediately.

SECTION M - ENERGY EFFICIENCY

Departments shall take pro-active measures to promote energy efficiencies.

POLICY 2.47 ENERGY EFFICIENCY

The City supports efforts to protect the environment, conserve energy, and reduce waste in its operations. When planning new construction or retrofitting, design professionals or the City department doing the work shall investigate energy conserving systems, equipment, and materials, and weigh the initial additional cost against the pay-back period. If the pay-back period is reasonable, the City shall specify or buy the energy conserving systems, equipment, and materials.

CHAPTER 3 - VENDORS

POLICY 3.1 ACCEPTANCE OF GIFTS

All employees of the City of Holly Hill shall keep themselves free of obligations by refusing to accept any gifts or entertainment, other than advertising materials such as pens, note pads, calendars, baseball caps, T-shirts, or other inexpensive office supplies advertising the vendor's name and/or product, offered by any of the City's suppliers or prospective suppliers.

POLICY 3.2 INVOICE PAYMENT

The City of Holly Hill's policy towards vendor invoices is to pay them promptly and in compliance with the State of Florida Prompt Payment Act F.S. 218.70. We expect good service and quality from our vendors, and we, in turn, should pay them in a timely manner. The using departments are directed to adhere to this policy to maintain vendor good will, to take advantage of discounts, and to avoid interest charges. Also, prompt payment also allows Accounts Payable to take advantage of vendors' discounts.

The Finance Director shall have the right to choose the most advantageous method of payment for all invoices received by the City.

POLICY 3.3 DISQUALIFICATION OF BIDDERS

A bidder may be disqualified temporarily or permanently and his/her bid(s) rejected for:

- Poor performance or default, in the City's opinion, on previous contracts with the City.
- Poor performance or default, in the City's opinion, on previous contracts with other public entities.
- Insufficient financial or company size, in the City's opinion, to perform the requirements of the contract.

POLICY 3.4 DEBARMENT OR SUSPENSION

A contractor or vendor may be temporarily or permanently barred or suspended from doing business with the City for the following reasons:

- Failure to make delivery as contracted.
- Substitution of other, inferior or un-contracted for materials or services.
- Failure to make satisfactory adjustments.
- Misstating any information submitted to the City.

POLICY 3.5 REINSTATEMENT PROCESS

A contractor who has been permanently debarred may not be reinstated; it may not be a subcontractor to another firm having a contract with the City. If a principal or officer of the debarred or suspended contracting firm becomes a principal or officer of another firm, that other firm shall also be debarred or suspended. If a principal, officer, or employee of the debarred or suspended contractor becomes an employee of another firm, the City may require that employee have no part in any work for the City.

A contractor who has been temporarily barred or suspended from doing business with the City must appeal to the City Manager or Finance Director, to be reinstated.

POLICY 3.6 APPEALS AND REMEDIES

Reconsideration of a decision of the Finance Department may be requested of the Finance Director by the protester.

A contractor or vendor that has been notified of a proposed debarment action may request in writing that a hearing be held. Such request must be received by the official proposing the action within five days of receipt of notice of the proposed action.

In order to be reinstated, the contractor or vendor shall do any or all of the following, as required at the City's discretion:

- (a) Make restitution to the City for any and all losses incurred due to default of the contractor.
- (b) Petition the City for reinstatement, and outlining the measures that have been instituted to eliminate the causes of the default.
- (c) Outline the procedures that have been put into place to allow the contractor to monitor its performance and/or materials.
- (d) Agree to a retention by the City of partial or final payments (or if intrinsic to the contract, a larger retention than called for in the specifications) until the City has complete satisfaction with performance of the contract.
- (e) Post a performance bond.

CHAPTER 4 - CONSTRUCTION BIDS

POLICY 4.1 METHODS OF CONTRACTING FOR CONSTRUCTION

The following are types of methods of contracting for construction, but other methods may be used as deemed appropriate.

- (a) **SINGLE PRIME CONTRACTOR.** One contract with one licensed General Contractor who will use subcontractors to build according to plans and specifications prepared by an architect/engineer.
- (b) **MULTIPLE PRIME CONTRACTORS.** A contract with each of a number of specialty contractors to complete a portion of the project in accordance with plans and specifications prepared by an architect/engineer. The City may take responsibility for management of the project, or one of the multiple contractors may have management of the project included in his/her contract.
- (c) **DESIGN-BUILD OR TURN-KEY.** The City issues a Design Criteria Package, and contracts with a design-build contractor or team that will design and build the project to its completion.
- (d) **CONSTRUCTION DEPARTMENT.** A licensed construction person, who evaluates the design, coordinates, administers, and oversees the project to insure completion in accordance with the plans and specifications of an architect/engineer, at or below the specified price, on or before the specified date for completion.

(e) SEQUENTIAL DESIGN AND CONSTRUCTION. The design of the entire project is substantially complete prior to bidding and beginning construction.

(f) PHASED DESIGN AND CONSTRUCTION OR FAST-TRACK CONSTRUCTION. Construction is begun when appropriate portions have been designed, but design of the entire project has not been completed. Bidding this type of design is difficult, if not impossible.

POLICY 4.2 BID PACKAGE SPECIFICATIONS

Following are subjects which shall be addressed in the Specifications:

(a) Bonding Requirements: (In accordance with 255.05 of Florida Statutes)

1. Bid Bond - Guarantees contractor can get a Performance Bond.
2. Performance Bond - 100% of the cost of construction.
3. Payment Bond -100% of the cost of construction. (At the discretion of the City Manager, the Performance and Payment Bonds may be separate bonds, or may be one bond.)

(b) Insurance:

1. General
2. All Builders Risk
3. Installation Floater
4. Explosion
5. City shall be included as an "Additional Insured"

(c) "Or Equal":

1. Approved products lists may be used.
2. If "or equal" materials are allowed, who will decide if substitute is equal?

(d) Alternates - Add or Deduct

Additive or deductive alternates are discouraged. If they are used, the criteria for award shall be outlined in the specifications.

(e) Liquidated Damages. Detail amount of any Liquidated Damages to be included in the bid package.

(f) Substantial Completion or Beneficial Occupancy shall be clearly defined. Please refer to the section in this manual entitled "Closing out a Project" for requirements.

(g) Progress Payments & Retainage -Section 255.05(2) of Florida Statutes. The City shall retain 10% of each request for progress payment until the project has been determined to be substantially complete. Upon substantial completion, the retainage shall decrease to 5%, at the discretion of the Finance

Department, and the contractor may request payment of one half of the funds previously retained. This section only applies to contracts applicable to Section 255 of Florida Statutes.

(h) Liens:

1. Partial Releases of Lien shall be required prior to or within five working days of City's progress payment to contractor.
2. No subsequent payment shall be made until approved Releases have been received for previous payments.
3. Final Releases of Lien shall be required prior to or within five working days of final payment to contractor minus retainage.
4. No retainage shall be paid until all Releases of Lien are received by the City.
5. Each invoice for a progress payment shall have indicated on it by the City's Construction Department that the appropriate releases of lien have been received.

(i) Final Completion and Payment: Please refer the section in this manual entitled "Closing out a project" for requirements.

POLICY 4.3 CHANGE ORDERS

May be unilaterally issued by the City. Must be approved in writing by the Architect/Engineer (A/E), the Construction Manager, the Project Manager, the Department Head, the Finance Director, the City Manager. The change order cannot exceed 10% of the original award amount (Not to exceed \$25,000). The City Commission must approve all change orders exceeding \$25,000.

Shall include method of pricing, e.g.: "The cost or credit to the City resulting from a Change Order shall be determined in one or both of the following ways:

- (a) By mutual acceptance of a properly itemized lump-sum amount supported by sufficient substantiating data to permit evaluation.
- (b) By unit prices stated in the contract documents or subsequently agreed upon.

POLICY 4.4 FIELD CHANGE ORDERS

(a) The Consultant, Construction Manager, and Project Manager may issue written Field Change Orders which interpret the contract documents, or which order minor changes in the work, without change in contract sum or contract time.

(b) List license and permit requirements.

(c) City shall have no responsibility for property or equipment of contractor. City shall have no responsibility for damage, theft, or vandalism to materials for job, even though the City has issued the

Purchase Order and paid for the materials or equipment, until City accepts the project as substantially complete.

POLICY 4.5 TERMINATION BY THE CITY

(a) If the Contractor is adjudged to be bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed because of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if he fails to make prompt payment to subcontractors or for materials or labor, persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the contract documents, then the City may elect any of the following actions to obtain completion of the work. Should either actions two or three be elected, the Surety shall execute an appropriate document indemnifying the City against third party claims.

(b) Permit the Contractor, with the assistance and consent of the Surety, to continue and complete the work in accordance with the terms and conditions of the contract documents.

(c) After giving the Contractor and his surety seven days written notice, terminate the contract and request the Surety to complete the work and satisfy all legitimate claims against the Contractor as required by the Performance and Payments Bonds. As the Surety completes the work satisfactorily, the balance of the contract sum will be paid in accordance with the terms and conditions of the contract documents.

(d) If the Surety fails to act expeditiously and competently to complete the work according to the terms of the contract documents, the City may then, without prejudice to any right or remedy and after giving the Contractor and his Surety seven days' written notice, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and may finish the work by whatever method the City may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. Such action may be taken by the City only after consulting with the Construction Manager and the Project Manager and after the consultant certifies that sufficient cause exists to justify such action.

(e) If the unpaid balance of the contract sum exceeds the costs of finishing the work, including compensation for the Consultant's, Construction Manager's, and Project Manager's additional services, such excess shall be paid by the Contractor. If such costs exceed such unpaid balance to include liquidated damages, the Contractor and/or his Surety shall pay the difference to the City. The costs incurred by the City as herein provided shall be certified by the Consultant and Construction Manager.

(f) For the purpose of determining debarment criteria, or for evaluating performance for future City work, the exercise by the City of any action authorized by sub-paragraph 1, 2, or 3, above shall be equivalent to a default.

CHAPTER 5 - CLOSING OUT A PROJECT

POLICY 5.1 AT SUBSTANTIAL COMPLETION

Substantial completion of a project is the point at which the work has progressed to where it is sufficiently complete so that the project, or part thereof, can be utilized for the purposes for which it is intended. The Designer, the Construction Manager, the Project Manager, the Building Officials, and the using department must all agree that the project has reached this stage.

(a) A punch list of work yet to be done, or work to be corrected or repaired, along with the time within which the work shall be completed, shall be developed at this time.

(b) If the contract documents call for it, and at the discretion of the City, the Contractor's retention may be reduced to 5% at this time. If the contract documents call for it, and at the discretion of the City, liquidated damages may be reduced to 75%.

POLICY 5.2 AT FINAL COMPLETION

Prior to final payment, all of the following shall have been completed:

- Completion of the items on the punch list.
- Final approved inspection by the Building Official.
- Issuance of a Certificate of Occupancy.
- Receipt of as-built plans.
- Receipt of final releases of lien from the Contractor, suppliers and subcontractors. In the event the final releases of lien from all the subcontractors and suppliers cannot be furnished, the Contractor shall submit a "Consent of Surety to Final Payment", recognizing lack of such releases of claim.
- Proof of current insurance.
- Training of staff on use and maintenance of equipment and materials, as specified.
- Receipt of manuals on equipment and materials.
- Receipt of warranties on equipment and materials.
- Receipt of a list of subcontractors, major material and system suppliers, their project representative, trade, address, and telephone number.

All of the above (when practical) shall be bound in a ring binder.

CHAPTER 6 - BONDS AND BID SECURITY

Chapter 255 of the Florida Statutes states that any person entering into a contract for the construction or renovation of a public building or a public work shall be required to deliver to the owner (City) a payment and performance bond. The City has discretion to exempt projects for \$200,000 or less from the requirement of a payment and performance bond. In the City of Holly Hill, the City Manager or Finance Director must approve any exemption. An exemption is discouraged.

POLICY 6.1 SURETY COMPANY

The Surety shall be listed in the latest Federal Register of the US Department of the Treasury, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies". The contract amount shall not exceed the underwriting limitations as shown in this circular publication. The underwriting limitations shall exceed the contract amount. Do not accept a letter stating that the Surety has reinsurance for amounts over what the Federal Register says they can write.

(a) If a Surety is on the Treasury Listing of the Federal Register, giving the bonding limits, there is no need to be concerned over Best or Moody & Poor's ratings. The company must be licensed to transact surety business in the State of Florida.

(b) A high A.M. Best rating is acceptable, but not as good as being listed in the Federal Register. The larger the contract amount, the higher the rating should be.

(c) Bond premiums are based on the amount of the contract, not the value of the bond.

POLICY 6.2 CONSENT OF SURETY

Obtain the consent of the Surety to make final payment to the contractor. You may require the Contractor to submit such approval with the request for final payment.

(a) Contractor must submit Final Releases of Lien with, or within five days of, the request for final payment.

(b) Contractor shall provide the City with the name, address, and telephone number of the Florida resident agent.

POLICY 6.3 BID GUARANTEE OR BID DEPOSIT

A bid guarantee or bid deposit may be a certified check, a bid bond, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified. There is no charge to the contractor for this bond.

POLICY 6.4 PERFORMANCE BOND

The awarded bidder or contractor shall provide a Performance Bond for 100% of the contract price or a specified dollar amount, to secure fulfillment of all the contractor's obligations under the contract.

If a change order materially alters the terms of a contract and substantially expands the scope of work to include work that was specifically excluded under the original contract and the City will not approve any such change order unless the Surety consents.

POLICY 6.5 PAYMENT BOND

The awarded bidder or contractor shall provide a Payment Bond for 100% of the contract price to insure payment of all persons supplying labor and material in the execution of work provided for in the contract.

POLICY 6.6 WARRANTY BONDS

The Warranty or Guaranty Bond shall guaranty all labor and materials against defects for a period of one year from the date of substantial completion, or completion of the contract. Warranty bonds can be bought for additional 2 or 3 years. The responsible party to pay for the cost of the additional Warranty Bonds must be specified in the original bid.

POLICY 6.7 FLORIDA STATUTES REGULATING BONDS

- (a) Florida State Statute 255.05 - Little Miller Act regulates State's bonding requirements.
- (b) Florida State Statute 723.13 - Lien law (private work) states that City property cannot be lienied.

POLICY 6.8 LIQUIDATED DAMAGES

Should the Contractor fail to complete the work and provided the contractor has not previously obtained an extension of time from the City, a sum appropriate with the following schedule shall be deducted as liquidated damages for each calendar day of delay from the final contract price. This schedule is a guide and may be adjusted if needed. Language allowing for liquidated damages must be included in the project bid documents.

<u><i>Contract Price</i></u>	<u><i>Liquidated Damages</i></u>
Up to \$1,000,000	\$150.00 per day
Greater than \$1,000,000	\$250.00 per day

Liquidated damages may be reduced upon substantial completion to 75%, at the discretion of the City.

Declaring the contractor in default shall not mitigate the City's right to assess liquidated damages.

CHAPTER 7 - INSURANCE

POLICY 7.1 EVENT OF CANCELLATION NOTICE

Each policy shall be endorsed to reflect that the City will be given not less than thirty days written notice in the event of cancellation. Upon expiration or cancellation of any insurance, the contractor shall provide the City with proof of renewal or replacement insurance, with no change in coverage and no lapse of coverage. The City has the right to purchase replacement insurance and charge the contractor, including deducting the cost from future payments to the contractor.

POLICY 7.2 INSURANCE CERTIFICATE

- (a) Insurance companies sell direct or through agents.
- (b) The Insurance Certificate must have an original signature. A faxed certificate must be followed immediately by an original.
- (c) The City shall be the Certificate Holder.

(d) The Certificate shall reference the bid number and the project name.

POLICY 7.3 PROOF OF INSURABILITY

A binder is good only for thirty days. Insist on proof of an issued policy within thirty days.

The Finance Department or Risk Manager may require the contractor to produce an original insurance policy to verify coverage. All insurance companies providing the insurance under this contract must be authorized to conduct business under the laws of the State of Florida.

POLICY 7.4 ADDITIONAL INSURED

The City shall be listed as an Additional Insured for Comprehensive General Liability Insurance. The City shall not be listed as an Additional Insured under Workers Compensation, Professional Liability, or Automobile Liability Insurance. If we are, we may be responsible for the insurance premiums.

CHAPTER 8 - WAIVERS OF BID

The City Manager may waive purchasing policy up to \$25,000, and Commission may waive the formal bidding procedure over \$25,000 for the following reasons. Every attempt should be made to obtain three written quotations.

- The health, safety, or welfare of the citizens or employees is at stake.
- To get a vehicle or equipment vital to the operations of the City back into service.
- If equipment needs to be taken apart to give an estimate or price.
- For the purchase or rental of real estate when location is important.
- Emergencies and natural disasters.
- When specifications must not be made public due to covert or confidential operations of the Police Department.
- When advertising must be done in a specific publication such as a trade journal, local publication, etc.
- To obtain materials, equipment, or services which cannot be purchased under normal bid procedures, as confirmed by the Finance Department.
- When an essential government service would be interrupted.
- When additional loss to public or private property might occur.
- When, after notice in accordance with ordinance, no bids or proposals are received.
- Otherwise as determined to be in the best interest of the City.

CHAPTER 9 - BID PROTESTS

The resolution of Bid Protests shall be governed by the following policies:

POLICY 9.1 NOTICE OF PROTEST

This section shall apply to protests by bidders and proposers when the City Manager recommends a purchase of goods, supplies, equipment, or services that would cost twenty-five thousand dollars (\$25,000) or more.

The City shall provide notice of its intent to award or reject to all bidders by posting such notice on the City's website within two (2) working days after the posted review committee meeting.

The bidder must file a notice of protest in writing to the Finance Director within three (3) working days after the posting of the notice of the City's intent to award, and shall file a formal written protest within five (5) working days after filing the notice of protest. The notice of protest must be either, hand-delivered and date and time stamped by the Finance Department, or sent via Certified U.S. mail, return-receipt requested. Failure to file a protest within the time-frame specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the award of bid.

- The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based, and shall include all pertinent documents and evidence.
- A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.
- Only a bidder whose bid is timely received and fully complies with all terms and conditions of the bid may protest an award.
- Upon receipt of a formal written protest, the City may stop award proceedings until resolution of the protest; however, the award proceedings shall not be stopped if the City Manager decides the award must continue without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.
- Any and all costs incurred by a protesting party in connection with a bid protest pursuant to this section shall be the sole responsibility of the protesting party.

POLICY 9.2 PROTEST REVIEW

A protest shall be reviewed and evaluated administratively and a decision in writing shall be forwarded to the protesting firm. If the protesting firm does not agree with the administrative decision, they may appeal the decision in writing to the City Manager within five (5) working days. The notice of appeal must be either, hand-delivered and date and time stamped by the City Manager's Office, or sent via Certified U.S. mail, return-receipt requested to the City Manager. The decision of the City Manager will be final and submitted with his/her recommendation to the City Commission if the award exceeds \$25,000.

CHAPTER 10 - PURCHASE ORDER PROCESS

This is an overview of the process to obtain a purchase order

- A need is determined by a person in a department.
- The need is communicated, preferably in writing, to the person in the department responsible for typing or inputting the requisition.
- The person with that responsibility types or inputs the requisition. Backup, forms, invoices, etc. are attached to the requisition. If it is input, such backup, with the requisition number written on it, is sent to the Finance Department for attachment to the Purchase Order, or other action.
- If a requisition, it is circulated within the department for the appropriate approval signatures. Each electronic approval of a requisition automatically, electronically sends the requisition to the next person with approval authority.
- The electronic requisition next goes to a Finance Department accountant for confirmation of the appropriate accounting code.
- The electronic requisition next goes to the Finance Director or designee for review. The electronic requisition next goes to the Finance Director or designee for review.
- Upon approval, the computer program assigns a Purchase Order number to the requisition.
- The Finance Department then electronically sends the Purchase Orders to print.
- The City Manager's signature will be electronically affixed to the Purchase Order.
- The Finance Department emails the original Purchase Order with any attachments to the vendor.
- A copy of the Purchase Order is sent to the using department to match up with its paperwork on that order. It is held in an open file for attachment of the receiving slip and a copy of the invoice. It may then be filed in a completed file.

CHAPTER 11 - USING DEPARTMENT'S RESPONSIBILITIES

POLICY 11.1 RECEIVING

The City shall require all products are shipped FOB Destination. Each department shall be required to inspect all deliveries of supplies or services to determine their conformance with the quality and quantity of the specifications set forth in the Purchase Order or contract. Should supplies or services not be as specified, the department shall make every effort to have the vendor correct the problem. If the department is unable to do so, they shall turn the matter over in writing, describing the problem and their efforts to have it corrected, to the Finance Department for assistance. If the non-conforming materials or services are not bid items, and are acceptable to the using department, they may have the vendor issue the City a credit for the difference between the materials or services specified and those delivered. If they are bid items, the vendor must conform.

If any damage is found, the using department shall notify the vendor immediately and request an inspection. Document the notice with the name of the person to whom damage was reported, the date reported, and the action promised. If inspection or action is not taken when promised follow up in writing with documentation of the action promised and send a copy to the Finance Department.

POLICY 11.2 PROCESSING VENDORS' INVOICES

Florida Statute 218.70, known as the "Florida Prompt Payment Act" sets forth "the policy of this state that payment for all purchases by local governmental entities is made in a timely manner". This is also the policy of the City of Holly Hill. We expect prompt and accurate service from our vendors, and we should pay their invoices promptly and accurately.

The person who is assigned accounts payable responsibility shall match the vendor's proper invoice with the City Purchase Order, and the receiving slip signed by the City employee who received the goods or services. If all three do not match, investigate and resolve the disparity. If all three match, the person with the authority to approve invoices for payment shall stamp and sign the invoice "...this invoice is approved for payment".

If invoice is for a partial payment, or against a Blanket Purchase Order, the invoice number, date, and amount paid shall be written on the department's copy of the purchase order so the balance on the purchase order is always current.

The approved invoice shall then be sent to the Finance Department. The invoice will be paid the next time checks are printed. At the time of this writing, invoices received by Accounts Payable by noon on Thursday will be paid on Monday morning.

CHAPTER 12 - MISCELLANEOUS POLICIES

POLICY 12.1 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. -"No public officer, employee of an Department, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby." "... the term 'public officer' includes any person elected or appointed to hold office in any Department, including any person serving on an advisory body."

POLICY 12.2 DRUG-FREE WORK-PLACE POLICY

Florida Statute 287.087 -"Whenever two or more bids which are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process."

POLICY 12.3 PUBLIC ENTITY CRIME POLICIES

Florida Statute 287.133 - "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, suppliers, 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 place on the convicted vendor list."

POLICY 12.4 PERSONAL USE OF GOVERNMENT CONTRACTS OR PRICING

If a vendor offers bid prices to all government officials and employees, the City's officials and employees may avail themselves of such. However, the product must be ordered and paid for by the official or employee directly to the vendor.

CHAPTER 13 - CAPITAL ASSET

Capital asset control entails tracking, compiling and maintaining an inventory of capital assets to control losses due to negligence or theft, to provide a basis for insurance claims and identify surpluses. Capital asset records are set up to comply with Florida Statute 274.

POLICY 13.1 CAPITAL ASSET TRACKING

Capital assets are tangible items (e.g. land, buildings, building improvements, vehicles, machinery, equipment and infrastructure) or intangible items (e.g. easements, water rights) with original cost or value of \$5,000 or more (Higher thresholds depending on type of assets), with an estimated useful life of one (1) to five (5) years following the date of acquisition. Capitalization thresholds are to be applied to individual items rather than groups of similar items (e.g. desks and tables), unless the effect of doing so would be to eliminate a significant portion of total capital assets. Additional Finance Department Capital Asset Policies are available for additional thresholds and requirements.

POLICY 13.2 DISPOSITION OF SURPLUS PROPERTY

Disposition of surplus property shall be in accordance with Section 166 of Florida Statute. Each Department/Department must report its surplus or obsolete property, equipment, or supplies to the Finance Department. Once this is approved as surplus by the Finance Department shall be held until surplus. The Department shall provide a "Property Disposition Form" which shall include - all property/equipment declared surplus or obsolete and the requested method of disposition as mandated by "Florida Law". (F.S. 274.03)

The Finance Department has the discretion to classify any City property/equipment as surplus that is obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function and is not otherwise lawfully disposed of per the City Charter or Ordinance. Qualifying property/equipment may be disposed of for value without bids to any governmental unit or if the property is without commercial value it may be donated, destroyed, or abandoned. (F.S. 274.06) Property valued to be under \$5,000, may be disposed of in the most efficient and cost-effective means as determined by the Finance Department. Any sale of property the value of which is estimated to be \$5,000 or more shall be sold only to the highest responsible bidder or by public auction. (F.S. 274.06).

All Property/equipment valued at \$ 25,000 and above shall be approved by the City Commission and sold at public auction.

POLICY 13.3 PROPERTY TRANSFERS

Each department must report property/equipment transfers by contacting The Finance Department through email notifying them that they wish to transfer property/equipment from one Department/Department to another. Once this email arrives, the Finance Department shall prepare a "Property Disposition Form". All Transfer property forms must be forwarded to the Finance Department prior to the transaction. The Finance Department will process the transfer request, route for appropriate approvals and distribute executed copies to the required personnel and the Finance Department for appropriate adjustment to the City's fixed asset records. Notification and delivery of the transferred property to the designated area is the responsibility of each Department/department.

POLICY 13.4 SALE OF SCRAP MATERIALS

Items that have lost all value in their original form or have been declared obsolete and cannot be sold will be classified as scrap and all items shall be placed in the metal scrap dumpster at the City Complex.

CHAPTER 14 - ETHICS IN PUBLIC CONTRACTING AND PURCHASING

POLICY 14.1 EMPLOYEE CONFLICT OF INTEREST

It shall be unethical for any employee to participate directly or indirectly in a procurement when the employee knows that:

- The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement; or
- Any other person, business, or organization with whom the employee or any member of an employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.
- An employee or any member of an employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

POLICY 14.2 GRATUITIES AND KICKBACKS

Gratuities - It shall be unlawful for any person to offer, give, or agree to be given any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

Kickbacks - It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the primary contractor or higher tier subcontractor any person associated therewith, as an inducement for the award of a subcontract or order.

Contract Clause - The prohibition against gratuities and kickbacks prescribed in this Section shall be conspicuously set forth in every contract and solicitation therefore.

POLICY 14.3 PROHIBITION AGAINST CONTINGENT FEES

It shall be unlawful for a person to be retained, or to retain a person, to solicit or secure a City contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling Departments for the purpose of securing business.

POLICY 14.4 CONTEMPORANEOUS EMPLOYMENT PROHIBITED

It shall be unlawful for any employee who is participating directly or indirectly in the procurement process to become or to be, while such an employee, the employee of any person contracting with the Governmental body.

POLICY 14.5 USE OF CONFIDENTIAL INFORMATION

It shall be unethical for any officer, employee or former employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

CHAPTER 15 - PROCUREMENT CARDS

The Finance Department initiated a Procurement Card Program for the purpose of expediting small purchases in the most cost effective and efficient method. This program will provide improved tracking of actual spending, and in addition, offer payments to vendors in a timelier manner, thereby increasing the City's opportunity of obtaining discounted pricing.

The policies and procedures provided herein are minimum standards for departments. Departments may establish additional controls beyond those stipulated herein.

POLICY 15.1 THE PROCESS

The Procurement Card system simplifies the procurement/disbursement process by allowing the cardholder to place orders directly with the vendor. The purchasing card may be used only by the employee whose name is embossed on the card. No other person is authorized to use the card.

When a purchase is placed with the supplier and the supplier requests authorization, the Procurement Card System validates the transaction against preset, limits established by the Department Head and the Finance Department. All transactions are approved or declined (electronically) based on the established procurement card authorization criteria. The authorization criteria may be adjusted periodically as needed; approved merchant category codes; transaction limits; and monthly credit limits. The monthly credit limits and single purchase limits will be established by the Department Director within Finance Department guidelines prior to the Purchasing Card being ordered for the employee.

POLICY 15.2 ELIGIBILITY

Department Directors will recommend permanent employees within their respective departments whose positions would benefit in cost savings and efficiency to receive a Procurement Card. Temporary employees, part-time employees and employees on probation are not to be issued a card without City Manager or Finance Director approval..

POLICY 15.3 PROCUREMENT CARD USES

Procurement Cards may be used for small dollar purchases, not in conflict with purchasing procedures, which do not exceed a total expenditure of but is not limited to, the following: single purchase limits of up to \$5,000 per transaction within Finance Department guidelines as approved by the City Manager. In most instances, this method of procurement is an alternate to traditional monthly purchase orders. In all instances, this card is to be used solely for Official City Business.

Procurement Cards may be used for travel expenses in accordance with the City Travel Policy. Eligible charges consist of registration fees, airfare or other common carrier charges, rental cars, hotel expenses, and parking fees required by the hotel.

Procurement Cards may not be used for items not budgeted, nor items for personal use. Failure to properly use the Procurement Card within the guidelines set by Purchasing will result in the cancellation of Procurement Card privileges for the employee and possible disciplinary action.

15.4 LIMITATIONS ON USE OF THE PROCUREMENT CARD

Dollar Limitations:

The Department Head approving the assignment of a procurement card will set two limits for each cardholder. A single transaction limit and also a monthly credit limit.

One purchase may be made of multiple items, but the invoice cannot exceed the threshold set by the Department Head. Payment for purchases shall not be split to stay within the single purchase limit.

Limitations on use of the City Procurement Card:

- Fuel charges for city vehicles unless authorized by the Finance Department
- Cash advances
- Personal items
- Alcohol or prescription drugs
- Any transaction that would include sales taxes
- Purchases using non-registered one-time vendors
- Capital Equipment (Over \$ 5,000 and a life of greater than 1 year)
- Splitting charges to avoid obtaining three quotes

POLICY 15.5 TRAINING

Cardholder(s) will receive training from the Finance Department annually on the overall policies of the Procurement Card Program, as presented in this document, at the time the procurement card is issued.

POLICY 15.6 REVIEW OF DEPARTMENTAL PURCHASES

- A. Because of their knowledge of the job responsibilities and requirements, Department Director and designated Card Representatives are required to review each procurement card expenditure (item purchased, amount, expenditure description and vendor) to ensure the goods or services were necessary, for official use, and conditions were complied with for the card purchase.
- B. When purchases are questioned, the Department Head or their designated Card Representative will be responsible for resolving the issue with the cardholder. If the Department Director cannot be satisfied that the purchase was necessary and for official use, the cardholder must provide either a credit voucher proving the item(s) were returned for credit or a personal check for the full amount of the purchase. Checks must be sent to the Finance Department with an explanation and account number.
- C. Serious or repeated misuse of the purchasing card will result in the revocation of the card. Employees incorrectly using their purchasing card will be disciplined by the Department/Department Director on a case-by-case basis, up to and including termination.
- D. Department Directors will be required to review and adjust procurement card limits every fiscal year for their departments/Departments.

POLICY 15.7 MAKING PURCHASES WITH THE PROCUREMENT CARD

- A. A receipt should be obtained for every purchase

This receipt or charge slip will be retained either by the cardholder or by a designated person in the cardholder's office until attached to the monthly statement.
- B. Telephone orders

When placing a telephone order, the cardholder must confirm that the vendor will charge the purchasing card when shipment is made so that receipt of the supplies may be certified on the monthly Statement of Account.
- C. Missing documentation:

If for some reason the cardholder does not have documentation of the transaction to send with the statement, he/she must attach a description of the purchase and an adequate explanation for the purchase. This explanation must state that the purchase is ordinary and necessary, reasonable in amount and for a valid business purpose.

Missing receipt for meals must include the explanation above, purpose and people attending meal.

Continued incidents of missing documentation may result in the cancellation of the employee's procurement card.

D. Payment and invoice procedures:

Transactions must be reviewed, substantiated, approved in the Online PCard System and transaction documentation submitted to Finance for payment within five days of receipt.

1. REVIEW: The cardholder shall review the transaction for correctness. Ensure all charges are legitimate and no sales tax was charged.
2. SUBSTANTIATE: Each transaction should be documented with a receipt. Provide account numbers for each transaction in the City's system. Print documentation from the City's system and attach to transaction receipts and submit to Finance.
3. APPROVE: The approving Director or designee (usually the cardholder's immediate supervisor) or designee shall review each transaction and check all documentation. Any errors, sales tax issues or questionable purchases must be resolved before submitting to Finance. The Approving Official's review of transaction certifies all transactions as legitimate expenditures of City funds.
4. MISSING DOCUMENTATION: The cardholder is responsible for providing required documentation. If a receipt is lost, attempt to obtain a duplicate. If a duplicate cannot be obtained, prepare a statement that includes all the information normally found on the receipt and a brief explanation for the lost documentation. Continual abuse may result in loss of the card and disciplinary action.
5. DISPUTED CHARGES: If the cardholder questions a charge, they shall contact the vendor directly and attempt to reach resolution. If the cardholder reaches an agreement with the vendor, there is no dispute. If the vendor refuses to acknowledge the error or will not issue a credit, the cardholder must fill out the issuing bank's "Purchase Card Disputed Charge Form" and send it to the Finance Department. The bank will then adjudicate the disputed charge.

POLICY 15.8 DISPUTES

All purchases disputes must be handled before turning in purchasing card receipts to the Accounts Payable Section of the Finance Department.

- If items purchased with the procurement card are defective, the cardholder must return the item(s) to the vendor for replacement or credit. If the service paid for with a purchasing card is faulty, the vendor must be notified and asked to correct the situation or provide credit. If the vendor refuses to replace or correct the faulty item or service, the purchase will be considered in dispute.
- A disputed item must be explained with a note on the cardholder's Statement of Account before the statement is forwarded to Finance for payment.
- It is essential that the time frames and documentation requirements established by the purchasing card issuer be followed to protect the cardholder's rights in dispute. Dispute policies and

procedures issued by the purchasing card issuer will be provided at the time purchasing cards are issued to cardholders.

- If a purchase includes sales tax, the cardholder must dispute this charge prior to turning in documentation to Finance.

POLICY 15.9 LOST OR STOLEN CARDS

Any lost or stolen cards are to be reported immediately to the PCard provider, 24 hours a day, seven days a week and to the Department Head (or designee). The report filed shall include the complete information surrounding the loss, the date and location of the loss, the date and time provider was notified, a list of any purchases made on the day the card was lost or stolen, and any other information pertinent to the incident.

Lost or stolen cards are the responsibility of the cardholder only. The Finance Department does not handle this type of request.

POLICY 16 PROCEDURES FOR FEDERALLY FUNDED PROJECTS

- All federally funded projects will be advertised a minimum of three weeks.
- When establishing a contract time for all federally funded projects, the guidelines established in Exhibit "A" shall be followed. Contract time extensions shall be subject to the concurrence of the FDOT Department Administrator and will be considered in determining the amount of Federal participation. Contract time extensions submitted for approval to the FDOT Department Administrator shall be fully justified and adequately documented.
- Two engineering estimates (at 60% and 100% submittals) will be completed for each project. Unit price cost for each item will be utilized (when possible) and will utilize local contractor pricing. The 100% submittal will be certified by the responsible Professional Engineer.
- The City of Holly Hill will comply with 23 CFR 635.413 as shown in Exhibit "B" on all federally funded projects. The warranty will begin the day after substantial completion is awarded.
- Federal guidelines will be followed for the fair, open and competitive selection of qualified consultants (Professional Services) in accordance the Brooks Act, Section 40 USC 1101-1104 as shown in Exhibit "C".
- LAP Simplified Acquisition and Small Purchase Process shall be in accordance with the LAP manual which outlines the current limits which indicate this process may be used if the construction project is less than \$325,000 and the total contract amount for the professional service(s) is less than \$150,000.
- For federal-aid contracts, a small locality presence criterion of no more than 10 percent may be used. This criterion cannot be based on political boundaries and should be used on a project-by-project basis for projects where a need has been established. If a firm currently outside the locality criteria indicates as part of its proposal that it will satisfy the criteria in some manner, such as

establishing a local project office, it should be considered to have met the locality criteria. The LAP Manual can be viewed by logging on to:

- o http://www.dot.state.fl.us/projectmanagementoffice/LAP/LAP_TOC.shtm
- There is no DBE/MBE preference for federally funded projects. While the use of DBE/MBE consultants is encouraged, there should be not be any DBE/MBE preference selection criteria in the selection process.

The City has issued a policy statement which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated

POLICY 17 PROCEDURES FOR ISSUING DEBT

Long-term debt, debt issued with a term greater than five years, may only be used for the costs of acquisition, construction or modification of capital facilities and for the refinancing or refunding of such debt. This limitation prohibits any debt being issued to finance operational costs of City departments.

The legal, economic, financial and market conditions associated with the issuance of debt are dynamic, unpredictable and usually in a constant mode of change. Consequently, the decision to issue debt is best made on a case-by-case basis and only after careful and timely analysis and evaluation of all relevant factors. Some of the factors that should be considered include, but are not limited to, the following:

- Current interest rates and other market considerations;
- The financial condition of the City;
- The types, availability and stability of revenues to be pledged for repayment of the debt;
- Type of debt to be issued; and
- The nature of the projects to be financed (i.e., approved schedule of improvements, non- recurring improvements, etc.).

Capital improvements related to enterprise fund operations (e.g., water systems, wastewater systems, electrical and sanitation, etc.) shall be financed solely by debt to be repaid from user fees and charges generated from the respective enterprise fund operations, when practicable.

Capital improvements not related to enterprise fund operations (e.g., roads, parks, public buildings, etc.) may be financed by debt to be repaid from available revenue sources (including ad valorem taxes) pledged for same, when practical.

All capital improvements financed through the issuance of debt shall be financed for a period not to exceed the useful life of the improvements, but in no event to exceed 30 years.

The City shall not construct or acquire a public facility if it is unable to adequately provide for the subsequent annual operation and maintenance costs of the facility.

The City shall at all times manage its debt and sustain its financial position in order to seek and maintain the highest credit rating possible.

In order to maintain a stable debt service burden, the City will attempt to issue debt that carries a fixed interest rate. However, it is recognized that certain circumstances may warrant the issuance of variable rate debt. In those instances, the City should attempt to stabilize debt service payments through the use of an appropriate stabilization arrangement.

When refinancing current debt, the City will seek a savings (net of all issuance costs and any cash contributions to the refunding) as a percentage of the refunding debt of at least 3-5%. The Finance Director must obtain a minimum of three email quotes. Lease Finance Agreements utilized for competitively bid items up to and including \$1,000,000 shall require a minimum of three (3) quotations. Quotes are to be obtained by the Finance Director and shall be maintained in the department file.

Debt to be issued greater than \$1,000,000 shall follow the process for Request for Proposal (RFP) and be approved by the City Commission.

POLICY 18 WARRANTY REQUIREMENTS

For purposes of this warranty requirement, the term "goods" means any equipment, machines, tools, vehicles, hardware, supplies, component parts or other tangible personal property procured by the city, to which procurement this warranty requirement is made applicable through the specifications. The term "City" means the City of Holly Hill, acting through its employees, departments, boards, Commission.

The successful bidder (also referred to herein as "vendor"), by submitting the bid, furnishes the following warranty as provided below:

- a. Vendor warrants that the goods delivered are newly manufactured, free from defects in materials and workmanship and conform in every respect to City's specifications. Vendor also warrants that if, during the warranty period, all or any portion of the goods: (a) fail for any reason, (b) are discovered to be non-conforming, or (c) are defective in materials or workmanship, vendor will replace such failed, non-conforming or defective goods at no cost to city within the same time limit as the delivery period. This warranty shall run from date of official acceptance of the goods by city, which date is either the installation date or in-service date as shown on city records or the date of formal acceptance of the goods in writing by an authorized city official, whichever occurs first, and end five (5) years after the date of the official acceptance or per a funding agencies requirement. This warranty shall be unconditional, except that it shall not apply to obvious abuse, misuse or damage caused by city.
- b. As between vendor and city, the express warranty given in subparagraph (b) (1) is in lieu of any other express warranties. Should this warranty fail of its essential purpose, City will continue to have recourse under applicable Florida law. This warranty is intended for the exclusive benefit of the City and does not create any warranties (express or implied) or causes of action in favor of any third parties.

- c. If a manufacturer of the goods or of component parts of the goods provides a special or independent warranty which is longer than the period provided for this warranty, or which provides terms more favorable to city than those contained in this warranty as to any other provision, the provisions of this warranty shall not be construed to diminish or conflict with the special or independent warranty given by such manufacturer.

The successful bidder, by submitting the bid, agrees to give the following indemnity with respect to the goods:

Vendor shall defend, indemnify, and save harmless the City, its officers, agents and employees, from all suits, actions or claims of any character, type or description brought or made on account of any personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, arising out of or occasioned by any breach of any warranty, express or implied, as to the goods or the fault of subcontractors, in the performance of the contract, purchase order or price agreement; provided, however, that this indemnity shall not apply to any personal injury including (including death), property damage or other harm caused solely by the negligent use, misuse or abuse of the goods by city, or caused solely by any negligent act or omission of city unrelated to the use of the goods. In the event of joint or concurring responsibility of vendor and City, responsibility and indemnity, if any shall be apportioned comparatively in accordance with the laws of the state of Florida, without, however, waiving any governmental immunity available to the City under Florida law. This provision shall not be construed for the benefit of any third party, nor does it create or grant any right or cause of action in favor of any third party against city or vendor, this provision being solely intended to provide for indemnification of City from liability for damage to third persons or property as set forth in this paragraph.

POLICY 19 PURCHASING POLICY ADOPTION

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

Approved by the City Commission of the
City of Holly Hill at a meeting held on the 8th
day of May 2018.
Resolution 2018-____

EXHIBIT "A"

FLORIDA DEPARTMENT OF TRANSPORTATION

GUIDELINE FOR ESTABLISHING CONSTRUCTION

CONTRACT DURATION

SEPARATE ATTACHMENT

EXHIBIT "B"

23 CFR 635.413

Code of Federal Regulations

Title 23 - Highways

Volume: 1

Date: 2012-04-01

Original Date: 2012-04-01

Title: Section 635.413 - Guaranty and warranty clauses.

Context: Title 23 - Highways. CHAPTER I - FEDERAL HIGHWAY ADMINISTRATION, DEPARTMENT OF TRANSPORTATION. SUBCHAPTER G - ENGINEERING AND TRAFFIC OPERATIONS. PART 635 - CONSTRUCTION AND MAINTENANCE.

Subpart D - General Material Requirements.

§ 635.413 Guaranty and warranty clauses. The STD may include warranty provisions in National Highway System (NHS) construction contracts in accordance with the following:

- (a) Warranty provisions shall be for a specific construction product or feature. Items of maintenance not eligible for Federal participation shall not be covered.
- (b) All warranty requirements and subsequent revisions shall be submitted to the Department Administrator for advance approval.
- (c) No warranty requirement shall be approved which, in the judgment of the Department Administrator, may place an undue obligation on the contractor for items over which the contractor has no control.
- (d) A STD may follow its own procedures regarding the inclusion of warranty provisions in non-NHS Federal-aid contracts.
- (e) In the case of a design-build project, the following requirements will apply instead of paragraphs (a) through (d) of this section.
 - (1) General project warranties may be used on NHS projects, provided:
 - (i) The term of the warranty is short (generally one to two years); however, projects developed under a public-private agreement may include warranties that are appropriate for the term of the contract or agreement.
 - (ii) The warranty is not the sole means of acceptance;

(iii) The warranty must not include items of routine maintenance which are not eligible for Federal participation; and,

(iv) The warranty may include the quality of workmanship, materials and other specific tasks identified in the contract.

(2) Performance warranties for specific products on NHS projects may be used at the STD's discretion. If performance warranties are used, detailed performance criteria must be provided in the Request for Proposal document.

(3) The STD may follow its own procedures regarding the inclusion of warranty provisions on non-NHS Federal-aid design-build contracts.

(4) For best value selections, the STD may allow proposers to submit alternate warranty proposals that improve upon the warranty terms in the RFP document. Such alternate warranty proposals must be in addition to the base proposal that responds to the RFP requirements.

[60 FR 44274, Aug. 25, 1995, as amended at 67 FR 75926, Dec. 10, 2002; 72 FR 45336, Aug. 14, 2007]

EXHIBIT "C"

BROOKS ACT

United States Code (U.S.C.) Title 40 - Public Buildings, Property and Works

*Chapter 11, Section 1101 - 1104: Selection of Architects and Engineers***§ 1101. Policy** (Formerly 40 U.S.C. § 541)

The policy [of the Federal Government] is to publicly announce all requirements for architectural and engineering services and to negotiate contracts for architectural and engineering services on the basis of demonstrated competence and qualification for the type of professional services required and at fair and reasonable prices.

§ 1102. Definitions (Formerly 40 U.S.C. § 542)

In this chapter, the following definitions apply:

1. **Department head** - - The term "Department head" means the head of a department, Department, or bureau [of the Federal Government].
2. **Architectural and engineering services** - - The term "architectural and engineering services" means- -
 - A. professional services of an architectural or engineering nature, as defined by state law, if applicable, that are required to be performed or approved by a person licensed, registered, or certified to provide the services described in this paragraph;
 - B. professional services of an architectural or engineering nature performed by contract that are associated with research, planning, development, design, construction, alteration, or repair of real property; and
 - C. other professional services of an architectural or engineering nature, or incidental services, which members of the architectural and engineering professions (and individuals in their employ) may logically or justifiably perform, including studies, investigations, surveying and mapping, tests, evaluations, consultations, comprehensive planning, program management, conceptual designs, plans and specifications, value engineering, construction phase services, soils engineering, drawing reviews, preparation of operating and maintenance manuals, and other related services.
3. **Firm** - - The term "firm" means an individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice the profession of architecture or engineering.

§ 1103. Selection procedure (Formerly 40 U.S.C. § 543)

- a. **In general** - - These procedures apply to the procurement of architectural and engineering services by an Department head.
- b. **Annual statements** - - The Department head shall encourage firms to submit annually a statement of qualifications and performance data.
- c. **Evaluation** - - For each proposed project, the Department head shall evaluate current statements of qualifications and performance data on file with the Department, together with statements submitted by other firms regarding the proposed project. The Department head shall conduct discussions with at least 3 firms to consider anticipated concepts and compare alternative methods for furnishing services.

- d. **Selection** - - From the firms with which discussions have been conducted, the Department head shall select, in order of preference, at least 3 firms that the Department head considers most highly qualified to provide the services required. Selection shall be based on criteria established and published by the Department head.

§ 1104. Negotiation of contract (Formerly 40 U.S.C. § 544)

- a. **In general** - - The Department head shall negotiate a contract for architectural and engineering services at compensation which the Department head determines is fair and reasonable to the Federal Government. In determining fair and reasonable compensation, the Department head shall consider the scope, complexity, professional nature, and estimated value of the services to be rendered.
- b. **Order of negotiation** - - The Department head shall attempt to negotiate a contract, as provided in subsection (a), with the most highly qualified firm selected under [section 1103](#) of this title. If the Department head is unable to negotiate a satisfactory contract with the firm, the Department head shall formally terminate negotiations and then undertake negotiations with the next most qualified of the selected firms, continuing the process until an agreement is reached. If the Department head is unable to negotiate a satisfactory contract with any of the selected firms, the Department head shall select additional firms in order of their competence and qualification and continue negotiations in accordance with this section until an agreement is reached.

FLORIDA DEPARTMENT OF TRANSPORTATION

***GUIDELINE FOR
ESTABLISHING CONSTRUCTION
CONTRACT DURATION***

July 2010

DISCLAIMER:

The following documentation as a whole was derived from Federal Highway Administration's Guide for Construction Contract Time Determination Procedures (TA 5080.15 dated 10/15/02)

Purpose

To provide guidelines for determining contract time for construction projects.

Authority

Sections 334.044(2) and 337.18, Florida Statutes

Background

- A. Contract time is the maximum time allowed in the contract for completion of all work contained in the contract documents. Contract time often arises as an issue when there is too much time or too little time given in the contract. If too much time is allowed then the traveling public is being inconvenienced and the contractor does not appear to be aggressively pursuing the work. There may be a number of reasons for a project to appear dormant, such as weather limitations, concrete curing times, materials arriving late, etc. However, all too often the causes are traceable to excessive time originally established by the scheduling engineer to complete the project or poor contractor scheduling of construction operations. If not enough time is allowed then the contractor will submit claims for added cost and time to the contract.
- B. In many instances, the duration of highway construction projects is more critical today than it was in the past. Several of the reasons are listed below:
 - 1. There are an increasing number of resurfacing, restoration, and rehabilitation type projects being constructed under traffic, resulting in an increase in the exposure of construction workers and motorists.
 - 2. Traffic volumes on most highways are significantly greater and are continuing to increase, thereby creating a greater impact on the motoring public in both safety considerations and cost.
 - 3. Proper selection of contract time allows for optimization of construction engineering costs and other resources.
- C. In addressing the need for completing critical construction projects where it is important to minimize traffic inconvenience and delay, many States have applied non-traditional contracting methods such as Bonuses and Incentive/Disincentive specifications for early completion.

Elements in Determining Contract Time

- A. The application of written procedures for determining contract time is important so that production rates and other considerations are applied uniformly throughout the State. This document should be used in conjunction with the procedures in the **Construction Project Administration Manual (CPAM)**, **Section 1.2** addresses how to classify projects based upon appropriate factors such as high traffic volumes, projects with incentive/disincentive clauses, etc. Experience and judgment should be used in the final determination for which projects are critical. These procedures also address the importance of geographical and weather differences throughout the State, which could affect contractor productivity rates. The fact that some types of work can or cannot be undertaken during certain times of the year should also be addressed. Where applicable, the affect of working under traffic also needs to be considered such as lane closure restrictions, holidays and special events.
- B. The reasonableness of the contract time included in contracts is important. If time is insufficient, bid prices may be higher and there may be an unusual number of time overruns and contractor claims. Contractors should be provided the ability to schedule work to maximize equipment and labor, and if contract time is too short, these efficiencies are more difficult to obtain resulting in higher prices. If the time allowed is excessive, there may be cost inefficiencies by both the Department and the contractor. The public may be inconvenienced unnecessarily and subjected to traveling on a roadway where safety is less than desirable for an extended period of time. In establishing contract time, the scheduling engineer should strive for the shortest practical traffic interruptions to the road user. If the time set is such that all work on a project may be stopped for an extended period (such as scheduled events) and the contractor can still complete the project on schedule, it means the contract time allowed was excessive.
- C. For most projects the essential elements in determining contract time include: (1) establishing production rates for each controlling item; (2) adopting production rates to a particular project; (3) understanding potential factors such as business closures, environmental constraints: and (4) computation of contract time with a progress schedule.

Establishing Production Rates

- A. A production rate is the quantity produced or constructed over a specified time period. Estimating realistic production rates is important when determining appropriate contract completion time. Production rates may vary considerably depending on project size, geographic location, and rural or urban setting, even for the same item of work. Production rate ranges should be established in the State's written procedures based on project type (grading, structures, etc.), size, and location for controlling items of work.

- B. In establishing production rates to be used for determining contract time, an accurate database should be established by using normal historical rates of efficient contractors. One method of establishing production rates is to divide the total quantity of an item on previously completed projects by the number of days/hours the contractor used to complete the item. Production rates based upon eight-hour crew days or per piece of equipment are recommended. Production rates developed by reviewing total quantities and total time are not recommended as they may result in misleading rates which tend to be low since they may include startup, cleanup, interruptions, etc.
- C. The most accurate data will be obtained from site visits or review of project records (i.e., field diaries and other construction documents) where the contractor's progress is clearly documented based on work effort, including work crew make up, during a particular time frame. A data file based on three to five years of historical data (time, weather, production rates, etc.) should be maintained.
- D. The production rates used should be based on the desired level of resource commitment (labor, equipment, etc.) deemed practical given the physical limitations of the project. Representatives of the construction industry are also usually willing to assist in developing rates and time schedules. Rates should be updated regularly to assure they accurately represent the statistical average rate of production in the area.
- E. Some jurisdictions apply production rate data taken from some of the published rate guides. This data may be useful as guidance; however, the relationship of these production rates to actual highway construction projects may be difficult to correlate.

OTHER FACTORS WHICH INFLUENCE CONTRACT TIME

- A. In addition to production rates, the following items should be considered when determining contract time:
 - 1. Effects of maintenance of traffic requirements on scheduling and the sequence of operations;
 - 2. Curing time and waiting periods between successive paving courses or between concrete placement operations, as well as specified embankment settlement periods;
 - 3. Seasonal limitations for certain items when determining both the number of days the contractor will be able to work as well as production rates;
 - 4. Conflicting operations of adjacent projects, both public and private;

5. Time for reviewing false-work plans, shop drawings, post-tensioning plans, mix designs, etc.;
6. Time for fabrication of structural steel and other specialty items;
7. Coordination with utilities;
8. Time to obtain necessary permits;
9. The effect of permitting conditions and/or restrictions;
10. Restrictions for nighttime and weekend operations;
11. Time of the year of the letting as well as duration of the project;
12. Additional time for obtaining specialty items or materials with long-lead requirements;
13. Other pertinent items as determined by the Scheduling Engineer.

In setting contract time it is recommended that the time is based on production rates per hour or per day on a working day basis, a conversion factor of 1.4 should be used and non work days should not be programmed into the scheduling software. If non-working days are calculated into the schedule such as holidays, keep in mind when granting day for day time.

Adapting Production Rates to a Particular Project

- A. Before time durations for individual work items can be computed, certain project specific information should be determined and some management decisions made. The relative urgency for the completion of a proposed project should be determined. The traffic volumes affected as well as the effect of detours should be analyzed. The size and location of the project should be reviewed, in addition to the effects of staging, working double shifts, nighttime operations, and restrictions on closing lanes. The availability of material for controlling items of work should be investigated. For example, it might be appropriate to consider the need for multiple crews on a specific item to expedite the completion when there are exceptionally large quantities or when there is a large impact on traffic.
- B. Procedures to accelerate project completion should be considered when construction will affect traffic substantially or when project completion is crucial. This is especially important in urban areas with high traffic volumes. When accelerating contract time for time sensitive projects, production rates should be based on an efficient contractor working more than eight hours per day, more than five days per week and possibly with additional workers. The development

and application of a separate set of production rates for critical projects is recommended.

Computation of Contract Time - Develop a Progress Schedule

- A. The contract time for most construction projects can be determined by developing a progress schedule. A progress schedule shows the production durations associated with the chosen production rates for the items of work. The time to complete each controlling item of work included in the progress schedule is computed based on the production rates applicable to that project. Items should be arranged by chronological sequence of construction operations. Minor items that may be performed concurrently should be shown as parallel activities.
- B. In determining a progress schedule it should be remembered that the start and end dates for each controlling item need to be based on the earliest date for which work on that item will begin and how long it will take to complete. The earliest start date for each activity will be determined by the completion of preceding activities, and should allow for the fact that some activities can begin before the preceding activity is entirely completed. Additional time should be also allowed in the contract for initial mobilization.

Contract Time Determination Techniques

Contract time determination techniques generally fall into the categories of bar charts and critical path techniques. These techniques are described below:

- A. Bar Charts
 1. Bar charts or Gantt charts are graphical representations of projects with specific completion dates and activities. Bars or lines are drawn proportional to the planned duration of each activity.
 2. A brief description of the procedure used to develop a bar chart to determine contract time is as follows:
 - a. The first step in developing a bar chart is to break a project down into separate activities or operations necessary for project completion.
 - b. Once all the activities necessary to complete a project have been listed, the duration and completion date of each activity needs to be determined based on production rates.
 - c. With this data established, the bar chart can be prepared. A line or bar is drawn on the chart showing the time when work will be performed for each activity. The resulting diagram will represent a

project, showing when each activity will be undertaken and completed.

- d. With bar charts, the progress of a project may be monitored for each activity by drawing a bar or line below the original scheduled performance to show the actual duration for each activity as it is completed.
3. Bar charts are advantageous in that they are simple to develop and easy to understand, and they offer a good method of determining contract time. Some disadvantages are that they do not show the interrelationship and inter-dependency among the various phases of work. Bar charts are difficult to properly evaluate when construction changes occur. Also, controlling items are shown in the same manner as minor items, thus making it more difficult to determine which items actually control the overall time progress of the project. The use of bar charts are not recommended for contract administration and project management of large or complex construction projects.

C. Critical Path Method (CPM)

The Critical Path Method (CPM) focuses on the relationship of the critical activities, specifically, those which must be completed before other activities are started. Working from the project's beginning and defining individual project tasks and the number of days to perform each task, a logical diagrammatic representation of the project is developed. A CPM depicts which tasks of a project will change the completion date if they are not completed on time. The evaluation of critical tasks allows for the determination of the time to complete projects. Because of the size and complexity of most projects, this method is most often applied using a computer software program. Within the CPM software, the ability to use a Program Evaluation Review Technique (PERT) provides a breakdown of each activity to boxes. This enables the user to view the connection of relationships to each activity. CPM software also has the ability to display the contract time in a bar chart view as well.

1. The first step in applying the CPM method is to break a project down into separate tasks or operations necessary for project completion. Each of these separate operations or processes is called an activity. The completion of an activity is called an event.
2. Once all the activities necessary to complete a project have been listed, the relationship of these activities to one another needs to be determined. In some instances, several activities can be undertaken concurrently, and at other times, certain activities cannot be undertaken until others have been completed. Generally, when determining the sequence of operations, some questions need to be asked such as: "What needs to be

done before proceeding with this activity" or "what can be done concurrently?" Every activity has a definite event to mark its relationship with others with respect to completing a task.

3. In working with this procedure, a diagrammatic representation of the project is developed showing the correct sequence and relationship of activities and events. Each activity is shown as an arrow leading to a node, which indicates the completion of an event or the passage of time. The start of all activities leaving a node depends on the completion of all activities entering a node. Therefore, the event represented by any node is not achieved until all activities leading to the node have been completed. The resulting diagram will be a schematic representation of a project, showing all the relevant activities and events in correct sequence.
4. An actual time can be set to each activity based on production rates and other appropriate factors. The time to complete each activity is then shown on each arrow to indicate the duration. The "early start" for each activity is the earliest point in time that an activity can start, provided that all activities before it have finished. This is not necessarily the point in time that it will start; however, it is the earliest time that it can start. The "early finish" for an activity is merely the duration of the activity after its early start. As is the case with the "early start," this is not necessarily the point in time that the work represented by the activity will be over, but is the earliest point in time that it can occur. A "finish" date in CPM is the first day after the physical completion of the activity. The completion time of a project is the sum of the longest time path leading to completion of the project.
5. The optimum time and cost for performing the project can be evaluated by assigning resources i.e. equipment, labor hours, and materials to each activity. The diagrammatic representation of the project then provides a means to evaluate the costs incurred with respect to the completion of specified activities.
6. Advantages of using the CPM include:
 - It is an accurate technique for determining contract time and verifying that the project can be constructed as designed and with identified construction sequences;
 - It is a useful tool for project managers in monitoring a project, especially when dealing with relationships of work items with respect to time; and
 - Activities responsible for delays can be identified and corrective measures to keep a project on schedule can be determined.

7. Disadvantages of using the CPM include:
- The CPM requires experienced and knowledgeable staff to be used effectively;
 - They require regular updates to assure that the contractor's operation is accurately represented.

Other Project Considerations

Construction time on certain projects such as lighting or signalization may be governed by the long lead-time necessary to obtain materials. To minimize traffic disruption, the contract may specify a completion date several months after the notice to proceed, but the contractor should be limited to a relatively short on-site time. This may be accomplished by including in the contract a "conditional notice to proceed" clause which would allow a specified amount of time to purchase and assemble materials followed by issuance of a full work order which would be issued upon expiration of the assembly period or sooner, upon the contractor's request.

Delayed or flexible notice-to-proceed dates may be appropriate for certain projects where the ultimate completion date is not critical. The contracting agency may wish to provide a notice-to-proceed window in order to increase the probability of a competitive bid where only a limited number of contractors are available to perform the work. Such projects may include:

- Projects that consist of specialized work (seal coats, highway planting, pavement grooving or bridge painting) where a large number of these projects are being advertised within a short time period;
- Projects with a very limited number of working days;
- Building projects.

This allows the contractor to schedule this contract with consideration of other work he/she may have in the same paving season. Net benefits include lower project inspection cost and a minimal disruption to traffic.

An option that may be applicable to some projects is dividing a project into phases with each phase having its own completion date. This may be applicable when coordinating with other projects or activities in the area in order to meet tight deadlines.

BASIS OF PRODUCTION RATES:

The production rates shown are divided into 3 categories: low, average and high. The **low** rate is typically used on projects where there are large numbers of intersections, driveways, high congested traffic and a large number of existing utilities which may interfere with the proposed construction. The **average** rate is typically used in projects where there are minimum existing utilities, low to medium traffic volume/congestion with minimal intersections and driveways. The **high** rate is typically used on rural and limited access facilities.

SCOPE OF WORK DEFINITIONS:

R.O.W. Preparation:

Clearing and grubbing (Acres): The removal of top soil, trees, minor physical objects and other vegetation from the construction site using mechanical equipment.

Excavation (C.Y.): The removal and transporting of in situ soils on the construction site using mechanical equipment.

Embankment (C.Y.): The placing and compaction of soil on the construction site using mechanical equipment.

Drainage Structures/Storm Sewers:

Storm Sewers (L.F.): The excavation, installation, and backfilling of drainage or sewer pipes including structures.

Box Culverts (C.Y.): The excavation, forming, reinforcing, pouring, finishing, stripping, and backfilling of cast in place concrete box culverts on the construction site. If using pre-cast units, then the units should be changed to L.F. and appropriate production rates substituted.

Inlets & manholes (Each): The installation of pre-manufactured inlets manholes for drainage or sewer systems. Time is included in Pipe.

Bridge Structures:

(Note: The production rates on several items appear low since they must include time for the total scope of activities necessary to complete an item.)

Cofferdams (S.Y.): The installation, dewatering and minor excavation associated with building a cofferdam system for a bridge construction site.

Sheet Piling (S.F.): The installation of sheeting for retaining walls and deep excavations. Do not add to cofferdams.

Piling (L.F.): The installation of piling for bridge foundations.

Footings (C.Y.): The layout, forming, reinforcing, placing, curing and removing forms for reinforced concrete bridge footings.

Columns, Caps & Bents (C.Y.): The layout, forming, reinforcing, placing, curing and removing forms for reinforced concrete bridge columns, caps and bents.

Wingwalls (S.Y.): The layout, forming, reinforcing, placing, curing and removing forms for reinforced concrete wingwalls for bridges.

Bridge deck (total depth)(C.Y.): The layout, forming, reinforcing, placing, curing and removing forms for reinforced concrete bridge decks. The production rates have been set to include time for all components of the deck, including precast plank under slab, thus the full depth of the deck is used to calculate quantity.

Bridge curbs/walks (L.F.): The layout, forming, reinforcing, placing, curing and removing forms for reinforced concrete bridge curbs and walkways.

Bridge handrails (L.F.): The layout, forming, reinforcing, placing, curing and removing forms for cast in place reinforced concrete bridge handrails.

Retaining walls (S.F.): The layout, excavation, forming, reinforcing, placing, curing and removing forms for cast in place reinforced concrete retaining walls. The time for precast proprietary wall systems is included in embankment.

Base Preparations:

Stabilized Roadbed (S.Y.): The placement, mixing and compaction operations involved in the stabilization of subgrade soils.

Base material (S.Y.): The placement, mixing and compaction of flexible base material.

Hot mix asphalt base (Ton): The laydown and compaction of hot mix asphalt concrete base course material. The production rates are taken from the graph for plant mix.

Curb and gutter (L.F.): The layout and construction of new roadway curb and gutter using automated equipment or forms and hand finish.

Concrete pavement repair (S.Y.): The removal and replacement of sections of unsatisfactory or failed Portland cement concrete pavement.

Milling/planning (S.Y.): The removal of the surface level of existing pavements using automated milling or planning equipment.

Plant mixed surfaces (Ton): The laydown and compaction of hot mix asphalt concrete surface course material. The production rate is taken from the graph for Plant Mix.

Asphalt Friction Course (1 course) (Ton): The laydown and compaction of asphalt concrete friction course material.

Cement Concrete paving (Rebar + curing) (S.Y.): The layout, reinforcing, placing, curing and jointing of Portland cement concrete pavement.

Precast traffic barriers (L.F.): The layout and installation of precast concrete traffic barriers. If barriers are to be cast in place, then the units should be changed to C.Y. and the production rates adjusted accordingly.

Permanent Signing and Traffic Signals:

Small Signs (Each): The installation of small highway information and warning signs mounted on metal posts driven into soil along a highway.

Overhead signs (Each): The installation of large highway information and directional signs mounted on metal frames over a highway. It is assumed that the footings and poles that support
The frames are already in place.

Major traffic signals (Each): The installation of automated traffic signals and their support systems at highway intersections.

Pavement markings (L.F.): The application of paint or thermoplastic pavement marking materials to a highway pavement.

Raised Pavement Markers (RPM) (Ea.): The application of adhesive and raise pavement markers.

Seeding (S.Y.): The seeding of grasses, application of fertilizer and mulch, and cutting into soil.

Final clean-up (Sta.): The removal of debris, dirt and other construction materials from a highway pavement and adjacent right of way at the end of a construction project. The time for this activity is included in "General Time".

Structure demolition (WKDAYS): The demolition and removal of the materials for large structures (multi-story buildings, retaining walls, towers underground tanks, etc.) from the right of way of new construction projects.

Remove old structures (small) (WKDAYS): The demolition and removal of the materials for small structures (Single-story wood buildings, storage sheds, fences, road signs,

etc.) from the right of way of new construction projects. Time for this is included in clearing and Grubbing.

Bridge demolition (WKDAYS): The demolition and removal of all materials for an existing bridge structure and related appurtenances (approaches, gates, signals, etc.).

Erect temporary bridge (WKDAYS): The layout and construction of a temporary bridge structure and related appurtenances for a highway construction project.

Remove temporary bridges (WKDAYS): The demolition and removal of all materials for a temporary bridges structure and related appurtenances for a highway construction project.

PRODUCTION RATES

The following Excel spreadsheet link is a compilation of statewide rates ranging from low to high. Although this list is extensive, it may not include a production rate relevant to a particular project. Other sources may need to be perused to achieve the required rates for a particular scope of work within that contract.

[Production Rates \(Statewide\)](#)



**POLICY AND PROCEDURES MANUAL
FINANCE DEPARTMENT**

Section: **Accounting Operations**

Subject: **Procurement Card**

Policy:

The Finance Director is responsible for ensuring that the purchasing of goods and services with a procurement card is accomplished in accordance with the City's Purchasing Policy as established by resolution.

Procedures:

METHOD OF OPERATION:

The Finance Director shall adopt operational procedures outlining forms and procedures.

- A. The Program Administrator shall be the Finance Director or designee who shall administer the procurement card system for the City.
- B. The Approving Official shall be the cardholder's supervisor.
- C. This policy is applicable to those City departments who have selected employees to use procurement cards to purchase goods or services, or for specific expenditures incurred under conditions approved by this policy. The decision of when a procurement card is issued, and to whom, will be the responsibility of the department head or designee upon approval of the program administrator.
- D. The City has used various methods to accomplish the purchase of goods and services including purchase orders, contract releases, and field purchase orders. To promote vendor goodwill, operational efficiency, and reduction in payables Finance initiated the procurement card program. Unique controls have been developed for this program that do not exist in a traditional credit card environment. These controls ensure that the card can be used only for specific purposes and within specific dollar limits. In addition, certification on all purchases is required by each cardholder, with verification performed by the Approving Official.
- E. The Procurement Card will have the individual's or division's name, City of Holly Hill, City's tax exemption number and expiration date.
- F. Authorizations
 1. Procurement responsibility is delegated to the ordering department, enabling an authorized cardholder to place an order directly with the vendor.



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Since the City, not the individual employee, will pay for the purchases made with the City procurement card, additional controls have been added to these accounts. When authorization is sought for a purchase by the vendor, the financial institutions procurement card issuer authorization system will check each individual cardholder's single purchase limit, and the monthly overall credit limit, before authorization for that transaction is granted.

2. Cardholder Spending Limits

a. The delegation of authority that has been provided to each cardholder sets the maximum dollar amount for each single purchase (Single Purchase Limit). Each time a cardholder makes a purchase with the card, the single purchase and the overall monthly credit limit will be checked, and the authorization request will be declined should the amount exceed this amount. No cash is allowed at any level. The City's single purchase limit is not to exceed \$5,000 without the approval of the Finance Director and / or City Manager.

b. Authorized Spending Limits

1. \$500 single / \$2,500 per month
2. \$1,500 single / \$5,000 per month
3. \$2,500 single / \$7,500 per month
4. \$5,000 single / \$10,000 per month
5. Other limits as authorized by the City Manager

c. Directors establish limits per the Authorized Spending Limits above for their employees.

G. Procurement Card Use

1. The procurement card is to be used for City purchases **ONLY**.
2. The procurement card has the cardholder's name embossed on it and is to be used only by that cardholder. No other person is authorized to use the card.
3. The total of a single purchase, comprised of multiple items cannot exceed the authorized single invoice limit. Purchases will be denied if the authorized single purchase limit is exceeded. Payment for purchases are not to be split in order to stay within the single purchase limit.
4. All items purchased over the counter to be paid by using the card must be immediately available. No back-ordering is allowed.



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5. All items purchased by telephone order or online that will not be confirmed with a written order and will be paid by using the card must be delivered by the vendor within the 30-day billing cycle. The order should not be placed without this assurance.
6. All items purchased during one telephone or online transaction that will not be confirmed by a written order must be delivered in a single delivery. If an item is not immediately available, no back-ordering is allowed.
7. The procurement card **MAY NOT** be used to purchase personal items, telephone calls, capital items or make cash advances.
8. The Finance Director reserves the right to block all transactions with a vendor who issues invoices after purchases are made with the procurement card.
9. Purchases may be made by telephone or online when the supplies or services can be described in sufficient detail so that the parties to the transaction have a clear understanding of what is being acquired. The cardholder must confirm that the vendor agrees to charge the procurement card when shipment is made
10. When a purchase is made that will be paid using the card, whether it is done over the counter, by telephone, or online, a document such as charge slip, invoice, registration form, email or completed web- or mail-order form/confirmation indicating purchase was paid with a credit card must be retained to scan and the image must be electronically attached to the charge in the procurement card platform as proof of purchase. The images will later be used to verify the purchases shown on the online portal statement. The slip/receipt should indicate no sales tax was charged.
 - a. When a purchase is made over the counter, the cardholder is to obtain a customer copy of the charge slip or other acceptable form of receipt as listed above which will become the accountable document. The charge slip or acceptable form of receipt must show in sufficient detail the unit cost and description of each item purchased, total cost of purchase, vendor name and address, and date of purchase. Handwritten totals are not acceptable documentation of the cost on any receipts-a system generate receipt showing the total amount charged is required.



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- b. When making purchases by phone or online, the cardholder is required to obtain a customer copy of the charge slip or other acceptable form of receipt as listed above and to document the transaction on the online portal and attach an image of the charge documentation associated with the order.
- c. If the cardholder does not have documentation of the purchase and is unable to obtain a duplicate, an explanation that includes a description of each item, the number of items purchased, the unit price, date of purchase, vendor's name and why there is no supporting documentation must be submitted on a Missing Receipt Form. This explanation must be signed by the Approving Official. Excessive use of the Missing Receipt Form is subject to the Abuse/Violation section of this policy.

H. Payment and Invoice Procedures

1. Purchases made by employees will be paid by the Finance Department- Accounts Payables within the terms of agreement with the contract provider.
2. Cardholder **MUST** give their receipts and any other purchase documentation to their department purchasing representative (Proxy) within three (3) days of making a purchase. The cardholder or proxy should review the online portal to view all transactions and to note any errors on the bill; attach to the online portal, scanned images of the receipts (sales drafts) received at the time of purchase and any required related documents such as Travel & Training Request Forms; code each transaction with line item account code(s), project code(s), and a description of the item(s) & purpose certifying that the items shown as purchased are correct, and then forward to the Approving Official within five (5) work days after it is received. Non-compliance may mean denial of future use of the card.
3. The Approving Official reviews charges on the online portal and compares them with the receipts for individual items purchased, and verifies approval of purchases. The Approving Official approves the transactions in the portal indicating his approval, By approving the transaction the Approving Official is certifying that the items were procured for official City business, the required documents are authorized and attached and are verified as to accuracy and completeness. This should be completed within five (5) workdays after receipt from the cardholder.



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4. The Finance Department will pay pcard charges bi-monthly according to what is shown in the online portal.

- I. Approval - Approving Officials, because of their knowledge of the job responsibilities of each cardholder, are required to look at each cardholder's purchase, and at the vendor who made the sale in order to determine if these items were for official use and if they were items allowed to be purchased in accordance with instructions provided. If for any reason the Approving Official questions the purchase(s), it is their responsibility to resolve the issue with the cardholder. If they cannot be satisfied that the purchase was necessary and for official use, the cardholder must provide a Credit Voucher proving the item(s) has/have been returned for credit or a personal payment for the full amount of the purchase immediately upon discovery, which should be promptly forwarded to the Finance Department with an explanation and account number. An explanation of the resolution of the incident should be in the online portal description of the charge as well. Resolution of improper use of the procurement card will be the responsibility of the Approving Official. The Approving Official must notify the Program Administrator of any improper use, who will document it and report it to the Finance Director.

J. Disputes

1. If items purchased with the procurement card are found defective or the repair or services faulty, the cardholder has the responsibility to return the item(s) to the vendor for replacement or to receive a credit on the purchase. If the vendor refuses to replace or correct the faulty item, then the purchase of this item will be considered to be in DISPUTE.
2. A disputed item must be noted on the Procurement Card item description on the online portal.
3. It is essential that the time frames and documentation requirements established by the procurement card issuer be followed to protect the cardholder's rights in dispute. Dispute policies and procedures issued by the procurement card issuer, as well as the cardholder agreement, will be provided at the time procurement cards are issued to cardholders.

K. Abuse/Violations

1. Participation in the City of Holly Hill's Procurement Card Program is a convenience that carries responsibilities along with it. Although the card is



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issued in the cardholder's name, it is the City of Holly Hill's property and should be used with good judgment. Cardholders are expected to comply with internal control procedures. This includes keeping receipts and following proper card security measures.

2. The department purchasing card representative (proxy) should notify the Approving Official if abuse of the program or a violation of these procedures is suspected.
3. Abuse, misuse and violations include but are not necessarily limited to the following:
 - a. Purchase over Maximum Single Purchase Limit
 - b. Purchase of prohibited items/services (See Section G11)
 - c. Multiple transactions to circumvent Procurement Procedures including single purchase limited mentioned above.
 - d. Failure to provide proper documentation, receipts, invoices, etc.
 - e. Purchases from vendors, which create a conflict of interest.
 - f. Personal charges.
 - g. Allowing another person, other than the cardholder, to use the card.
 - h. Failure to report a lost or stolen card in a timely manner.
 - i. Failure to report suspected fraudulent charges in a timely manner
 - j. Payment of Sales Tax.
4. Disciplinary Action Guidelines – Improper or unauthorized use of the Procurement Card – Refer to Personnel Policies & Procedures
 - a. The Procurement Card Administrator's responsibility:
 - i. Any incident of improper or unauthorized use of the card shall be immediately reported to the Procurement Card Administrator.
 - ii. The Procurement Card Administrator may suspend or terminate cardholder privileges for improper or unauthorized use.
 - iii. The Procurement Card Administrator will notify the City Manager of the violation above and any action that was taken.
 - b. The City Manager's responsibility - Refer to Personnel Policies & Procedures

L. Requests for initial, additional, or changes to procurement cards

1. All requests for new cardholders or changes to current cardholders will be done by submitting "Request for New/Change or Delete of Procurement Card" form.



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The form will be processed through the Finance Director who will process the request in the procurement card portal.

2. All requests for procurement cards must be approved by the Finance Director.
3. All procurement cards for cardholders are submitted to the Finance Director. When the Finance Director receives the procurement card from the issuer for a new cardholder, the cardholder will be contacted to come to Finance for instruction on established policies and conditions for proper use of the card. The cardholder will personally sign the Cardholder Agreement before the card is released.

M. Lost or Stolen Procurement Cards/Fraudulent Charges

1. Should any employee lose or have their procurement card stolen, or discover or suspect fraudulent use of their card, it is the responsibility of the cardholder to immediately notify the card issuer and the Finance Director of the loss. The Program Administrator will then cancel the card and inactivate the cardholder in the online portal
 - i. SunTrust for Lost/Stolen/Fraud ((866) 495-5411
 - ii. Finance Director (386) 248-9426
2. In addition to notifying the procurement card issuer and the Finance Director, the cardholder must notify their Approving Official of the lost or stolen card WITHIN ONE WORKDAY after discovery of the loss, theft or fraud of the card. The Approving Official is required to make a written report to the Finance Director WITHIN ONE WORKDAY, that will include the complete information on the loss or the fraudulent charge(s), the date the loss was discovered, the location where the loss occurred, if known, the purchases that the cardholder had made prior to the loss, and any other information that is pertinent. Should the card be returned, it must be turned into the Program Administrator for destruction.
3. Terminating Employee
 - a. Procurement Cards are issued to individual employees. If an employee leaves the City, their card must be collected and destroyed. The Approving Official will be responsible to collect the card and forward it along with a memorandum or email to the Finance Director explaining the reason for the cancellation. The Program Administrator will then cancel the card and inactivate the cardholder in the online portal once the attestation is received from the Approval Official.



**POLICY AND PROCEDURES MANUAL
FINANCE DEPARTMENT**

Section: **Accounting Operations**

Subject: **Procurement Card**

- b. Should a cardholder be transferred within the City to another Approving Official's area of responsibility, the former Approval Official must notify the Program Administrator in writing of the transfer, and ~~it will be~~ the new Approving Official who will determine if the employee should be issued a new procurement card in their new position and notify the Program Administrator of their determination.
- c. In the event the Approving Official is not able to collect the procurement card when the employee leaves, the Approving Official shall immediately notify the Finance Director by telephone and follow-up with an email to take action to insure the procurement card is voided. The Finance Director will cancel the procurement card and inactivate the cardholder in the online portal to prevent any purchases after the employee leaves.

ADDITIONAL INFORMATION, REQUIREMENT AND RESPONSIBILITIES

It shall be the responsibility of the Finance Director to monitor and update this policy.

Submitted by:

Jonathan C McKinney, Finance Director

Date

Approved:

Joseph Forte, City Manager

Date

Attachment: HH Procurement Card 2018 (1991 : Purchasing Policy)



**POLICY AND PROCEDURES MANUAL
FINANCE DEPARTMENT**

Section: Financial Reporting

Subject: Capital Assets

Policy:

The Finance Director is responsible for establishing a standard operating procedure for how capital assets are recorded and depreciated for all city owned assets that meet certain criteria.

Procedures:

For fiscal year ending September 30, 2003, the City of Holly Hill was required to implement Statement No. 34 of the Governmental Accounting Standards Board (GASB), *Basic Financial Statements - and Management's Discussion and Analysis – for City and Local Governments*. Statement No. 34 established new financial reporting requirements for city and local governments throughout the United States. When implemented, it created new information and restructured the information that governments had to presented in their annual reports. The intent of these new requirements was to make annual reports more comprehensive and easier to understand and use.

In response to the requirements established by Statement No. 34, the Finance Department has established this policy to provide guidance to city departments on reporting requirements in regards to capital assets for citywide financial statement purposes only. Established from a citywide perspective, the purpose of this policy is to achieve consistency regarding the accounting of city-owned capital assets and related depreciation for the preparation of the citywide financial Statements as required by Statement No. 34.

Capital asset reporting thresholds as established in this policy may be higher than the existing thresholds for property control due to different objectives. The primary objectives of financial reporting generally pertain to valuation, allocation, presentation, and disclosure, whereas the primary objectives of property control generally pertain to efficiency, effectiveness, and safeguarding of assets. For example, controls designed to prevent or promptly detect a loss of a small value asset, while important operationally are not necessarily relevant for financial reporting purposes. Because of the objective differences, this policy should not be used for property control purposes nor should the Asset Management module (WASP) be used for this purpose. City departments are encouraged to refer to Chapter 10.300, *State-Owned Tangible Personal Property*, Rules of the Auditor General, and appropriate sections of Chapter 273, Florida Statutes, for guidance on property control.

Attachment: HH Capital Assets 2018 (1991 : Purchasing Policy)



**POLICY AND PROCEDURES MANUAL
FINANCE DEPARTMENT**

Section: **Financial Reporting**

Subject: **Capital Assets**

Effective Date

This policy will be retroactive to October 1, 2017.

Capital Assets and Capitalization Thresholds

A capital asset is real or personal property that has a cost equal to or greater than an established capitalization threshold and has an estimated useful life extending beyond one year but not less than five years. The city reports capital assets under the following categories:

- Land and Land Improvements
- Buildings and Building Improvements
- Infrastructure and Infrastructure Improvements
- Leasehold Improvements
- Property Under Capital Lease
- Construction Work in Progress
- Furniture and Equipment
- Works of Art and Historical Treasures
- Other Fixed Assets

For citywide financial statement purposes only, a capitalization threshold is established for each capital asset category as follows:

Capital Asset Category	Financial statement Capitalization Threshold
Land and Land Improvements	Capitalize all
Buildings and Building Improvements	\$25,000*
Infrastructure and Infrastructure Improvements	\$25,000
Leasehold Improvements	\$25,000
Property Under Capital Lease	Depending on the asset, use the threshold for the appropriate asset category.
Construction Work in Progress	Accumulate all costs and capitalize if over \$10,000 when completed
Furniture and Equipment	\$5,000
Works of Art and Historical Treasures	Capitalize all unless they meet the definition of a collection
Other Fixed Assets	\$5,000



**POLICY AND PROCEDURES MANUAL
FINANCE DEPARTMENT**

Section: **Financial Reporting**

Subject: **Capital Assets**

Reporting Capital Assets

Capital assets should be reported at historical cost. The cost of a capital asset should include ancillary charges necessary to place the asset into its intended location and condition for use. Ancillary charges include costs that are directly attributable to asset acquisition – such as freight and transportation charges, site preparation costs, and professional fees. Donated capital assets should be reported at their estimated fair value at the time of acquisition plus ancillary charges, if any.

When the historical cost of a capital asset is not practicably determinable, the estimated historical cost of the asset should be determined by appropriate methods and recorded. Estimated historical costs should be so identified in the record and the basis of determination established in the responsible department's public records. The basis of valuation for capital assets constructed by department personnel should be the costs of material, direct labor, and overhead costs identifiable to the project.

A Department that owns capital assets is responsible for correctly reporting these assets at the date of acquisition through Finance. Any improvements made to a capital asset that extends the useful life of the asset beyond one year should be capitalized.

Depreciating Capital Assets

Capital assets should be depreciated over their estimated useful lives unless they are:

- Inexhaustible (i.e., land and land improvements, certain works of art and historical treasures),
- Infrastructure assets reported using the modified approach as discussed in Statement No. 34 (see section on Infrastructure and Infrastructure Improvements of this policy), or
- Construction work in progress

It is the Finance Department's responsibility to estimate the useful life of each capital asset using the State of Florida's State Standard Class Code for Capital Assets worksheet, which is Appendix A.

For citywide financial statement purposes, the straight-line method will be used in the fixed asset module to calculate depreciation for each capital asset recorded in the property subsystem starting with the month that the asset is received by the responsible city department. The estimated useful life for each capital asset will be based on the property class code for the asset assigned by Finance department. Finance, using the fixed asset module property subsystem, is responsible for scheduling the depreciation calculation at year-end prior to closing. Finance is responsible for recording assets in the correct general ledger codes.



**POLICY AND PROCEDURES MANUAL
FINANCE DEPARTMENT**

Section: **Financial Reporting**

Subject: **Capital Assets**

Capital Asset Definitions and Categories

Land and Land Improvements

Land is the surface or crust of the earth, which can be used to support structures, and may be used to grow crops, grass, shrubs, and trees. Land improvements consist of betterments, site preparation, and site improvements that ready land for its intended use. The cost associated with land improvements is added to the cost of land and should be recorded in the general ledger. Land and land improvements should not be depreciated.

Examples of items to be capitalized as land and land improvements are:

- Purchase price or fair market value at time of gift
- Commissions
- Professional fees (i.e. titles searches, architect, legal, engineering, appraisal, surveying, and environmental assessments, etc.)
- Land excavation, fill, grading, and drainage
- Demolition of existing buildings and improvements (less salvage)
- Removal, relocation, or reconstruction of property of others (i.e. railroad, telephone, and power lines, etc.)

Items such as roads, bridges, fencing, landscaping, pools, and paved parking lots, etc. are not considered land improvements. These items are considered infrastructure and should be recorded in the general ledger (see section on Infrastructure and Infrastructure Improvements of this policy).

Buildings and Building Improvements

A building is a structure that is permanently attached to the land, has a roof, is partially or completely enclosed by walls, and is not intended to be transportable or moveable. A building is generally used to house persons, property, and fixtures attached to and forming a permanent part of such a structure.

Building improvements are capital events that materially extend the useful life of a building or increase the value of a building, or both beyond one year. Building improvements should not include maintenance and repairs done in the normal course of business.

The cost of buildings over the citywide financial statement capitalization threshold should be recorded in the general ledger and depreciated over the estimated useful lives of the buildings. The accumulated depreciation for buildings should be recorded in the general ledger. Examples of items to be capitalized as buildings and building improvements are:



**POLICY AND PROCEDURES MANUAL
FINANCE DEPARTMENT**

Section: **Financial Reporting**

Subject: **Capital Assets**

- Original purchase price
- Expenses for remodeling, reconditioning, or altering a purchased building to make it ready to use for the purpose for which it was acquired
- Environmental compliance (i.e. asbestos abatement)
- Professional fees (i.e. legal, architect, inspections, and title searches, etc.)
- Payment of unpaid or accrued taxes on the building to date of purchase
- Cancellation or buyout of existing leases
- Completed project costs of constructed buildings
- Cost of building permits
- Permanently attached fixtures or machinery that cannot be removed without impairing the use of the building
- Additions to buildings (i.e. expansions, extensions, or enlargements)
- Conversion of attics, basements, etc. to usable office, clinic, research or classroom space
- Structures attached to the building such as covered patios, run rooms, garages, enclosed stairwells, etc.
- Installation or upgrade of heating and cooling systems, including ceiling fans and attic vents
- Original installation or upgrade of wall or ceiling covering such as carpeting, tiles, paneling, or parquet
- Structural changes such as reinforcement of floors or walls, installation or replacement of beams, rafters, joists, steel grids, or other interior framing
- Installation or upgrade of window or doorframe, upgrading of windows or doors, built-in closets and cabinets
- Interior renovation associated with casings, baseboards, light fixtures, ceiling trim, etc.
- Exterior renovation such as installation or replacement of siding, roofing, or masonry, etc.
- Installation or upgrade of plumbing and electrical wiring, installation or upgrade of phone or closed circuit television systems, networks, fiber optic cable, or wiring required in the installation of equipment (that will remain in the building)

Examples of items to be considered maintenance and repairs and not capitalized as buildings are:

- Adding, removing, and/or moving of walls relating to renovation projects that are not considered major rehabilitation projects and do not increase the value of the building
- Improvement projects of minimal or no added life expectancy and/or value to the building
- Plumbing or electrical repairs
- Cleaning, pest extermination, or other periodic maintenance
- Interior decoration such as draperies, blinds, curtain rods, wallpaper, etc.
- Exterior decoration such as detachable awnings, uncovered porches, decorative fences, etc.
- Maintenance-type interior renovation such as repainting, touch-up plastering, replacement of carpet, tile, or panel sections, sink and fixture refinishing, etc.



**POLICY AND PROCEDURES MANUAL
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- Maintenance-type exterior renovation such as repainting, replacement of sections of deteriorated siding, roof, or masonry, etc.

This list of examples provided above is not intended to be all-inclusive. Finance should work with the Departments on a case-by-case basis when a final determination is needed.

Infrastructure and Infrastructure Improvements

Infrastructure assets are long-lived capital assets that normally are stationary in nature and normally can be preserved for a significantly greater number of years than most capital assets. Examples of infrastructure assets include roads, bridges, tunnels, drainage systems, water and sewer systems, dams, and street lighting systems. Infrastructure assets should be capitalized and depreciated unless the modified approach per Statement No. 34 is used. The city will not be using the modified approach for infrastructure assets.

Improvements made to infrastructure assets that extend the useful lives beyond one year or increase the value of the assets, or both, should also be capitalized.

The cost of depreciable infrastructure assets over the citywide financial statement capitalization threshold should be recorded in the general ledger and depreciated over the estimated useful lives of the assets. The accumulated depreciation should be recorded in the general ledger.

Leasehold Improvements

A leasehold improvement is an improvement made to a leased building or infrastructure asset by a department that has the right to use this leasehold improvement over the term of the lease. This improvement will revert to the lessor at the expiration of the lease. The lessor may be another city department or someone outside of the city government. The lessee generally should be responsible for recording the improvement if the lessee pays for the improvement.

Leasehold improvements should not include maintenance and repairs done in the normal course of business. Further, moveable equipment or office furniture that is not attached to the leased property is not considered a leasehold improvement (see section on Buildings and Building Improvements for examples on maintenance and repairs). The cost of a leasehold improvement should be depreciated over the shorter of (1) the remaining lease term, or (2) the estimated useful life of the improvement. Leasehold improvements do not have a residual value. Improvements made in lieu of rent should be expensed in the period incurred. If the lease contains an option to renew and the likelihood of renewal is uncertain, the leasehold improvement should be depreciated over the life of the initial lease term or estimated useful life of the improvement, whichever is shorter.



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The cost of leasehold improvements over the citywide financial statement capitalization threshold should be recorded in the general ledger. The accumulated depreciation should be recorded in the general ledger .

Property Under Capital Lease

Assets should be capitalized if the lease agreement meets any one of the following criteria:

1. The lease transfers ownership of the property to the lessee by the end of the lease term.
2. The lease contains a bargain purchase option.
3. The lease term is equal to 75 percent or more of the estimated economic life of the leased property.
4. The present value of the minimum lease payments at the inception of the lease, excluding execution costs, equals at least 90 percent of the fair value of the leased asset.

The cost of assets under capital lease over the citywide financial statement capitalization threshold should be recorded in the general ledger and depreciated over the estimated useful lives of the assets. The accumulated depreciation should be recorded in the general ledger.

A lease that does not meet any of the above capitalization requirements should be reported separately as an operating lease to the Finance Department for inclusion in the citywide financial statements.

Construction Work in Progress

Construction work in progress reflects the economic construction activity status of buildings and other structures, infrastructure, additions, alterations, reconstruction, and installation, which are substantially incomplete.

The cost of construction work in progress should be recorded in the general ledger and should not be depreciated. Construction work in progress assets should be capitalized to their appropriate capital asset categories upon the earlier occurrence of execution of substantial completion contract documents, occupancy, or when the assets are placed into service. It is the department's responsibility to track all costs related to construction work in progress so that the final value of the constructed asset is correctly captured.



**POLICY AND PROCEDURES MANUAL
FINANCE DEPARTMENT**

Section: **Financial Reporting**

Subject: **Capital Assets**

Furniture and Equipment

Furniture and equipment include fixed or movable tangible assets to be used for operations, the benefits of which extend beyond one year from date of receipt and rendered into service. Examples of furniture and equipment are machinery, computers, printers, radios, and vehicles, etc.

Also included in furniture and equipment are books and other reference materials that are not circulated to the general public.

The cost of furniture and equipment over the citywide financial statement capitalization threshold should be recorded in the general ledger and depreciated over the estimated useful lives of the assets. The accumulated depreciation should be recorded in the general ledger .

Works of Art and Historical Treasures

Works of art and historical treasures should be capitalized at their historical cost at acquisition or fair value at the date of donation (if donated) unless they belong to a collection that meets the following criteria:

1. The collection is held for public exhibition, education, or research in furtherance of public service, rather than financial gain.
2. The collection is protected, kept unencumbered, cared for, and preserved.
3. The collection is subject to an organization policy that requires the proceeds from sales of collection items to be used to acquire other items for collections.

For collections not capitalized, a description of the collection and the reasons these assets are not capitalized should be documented and reported to the Finance Department for inclusion in the citywide financial statements.

The cost of capitalized works of art and historical treasures should be depreciated over the estimated useful lives unless the works of art and historical treasures are inexhaustible. An inexhaustible capital asset is one whose economic benefit or service potential is used up so slowly that its estimated useful life is extraordinarily long.

The cost of depreciable works of art and historical treasures, accumulated depreciation and the cost of non-depreciable works of art should be recorded in the general ledger .

Other Fixed Assets

Other fixed assets are those long-term assets that are not otherwise classified in another capital asset category. The cost of other fixed assets over the citywide financial statement capitalization



**POLICY AND PROCEDURES MANUAL
FINANCE DEPARTMENT**

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Subject: **Capital Assets**

threshold should be recorded in the general ledger and depreciated over the estimated useful lives of the assets. The accumulated depreciation should be recorded in the general ledger.

Computer software that is either purchased or internally developed should be capitalized as other fixed assets if the cost of the computer software exceeds the citywide financial statement capitalization threshold. Capitalization of computer software includes software license fees if the total dollar amount of the fee divided by the number of units served (terminals) exceeds the threshold.

For internally developed software, only costs associated with the application development phase should be capitalized. Costs associated with the preliminary project and the post-implementation/operating phases should be expensed as incurred. Costs to develop or obtain software that allows for access or conversion of old data by new information systems should also be capitalized. General and administrative costs and overhead expenditures associated with software development should not be capitalized.

ADDITIONAL INFORMATION, REQUIREMENT AND RESPONSIBILITIES

It shall be the responsibility of the Finance Director to monitor and update this policy.

Submitted by: _____
Catherine Colwell, Accounting Manager _____ Date

Approved: _____
Jonathan C. McKinney, Finance Director _____ Date



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

**City Commission
Resolution**

MEETING DATE: May 8, 2018
FROM: Antoine Khoury
SUBJECT: Resolution 2018-R-31 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into a Grant Agreement H0018 with the Florida Division of Emergency Management and Perform a Budget Appropriation in the Amount of \$167,970 to the Stormwater Fund; Providing for Severability; and Providing for an Effective Date.
NUMBER: (ID # 1905)
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill has qualified for a \$125,978 grant through the Federal Emergency Management Agency's Hazard Mitigation Grant Program to purchase 23 duckbills valves for installation on drainage pipes along the Halifax River. This grant will be administered through the State of Florida Division of Emergency Management agreement # H0018.

These duckbill valves will be largely installed by City staff on drainage pipes along Riverside Drive. Duckbill valves have a closed end which will prevent water from the Halifax River from flowing westward through drainage pipes. Water coming from the west towards the Halifax will be still be able to drain into the river as the duckbills will open when a certain amount of water pressure is reached. As such, this project is anticipated to significantly mitigate the duration of flooding in neighborhoods throughout the City.

FISCAL ANALYSIS:

This grant is a cost reimbursement grant. As such, the City will need to cover the full amount of the project, estimated to be \$167,970 until such time that reimbursement is received. Reimbursement will be given for 75% of the project cost for an anticipated \$125,978. The City will be responsible for the remaining 25% of the project cost for an anticipated \$41,992.

These costs were not accounted for in the 2017-2018 budget. As such, an appropriation in the amount of \$167,970 will be needed. Of the \$167,970 appropriated, an anticipated \$125,978 will be repaid upon receipt of reimbursement.

Please see the attached budget amendment under Exhibit A for the appropriation request.

STAFF RECOMMENDATION:

Approve the grant agreement with the Florida Division of Emergency Management.

COMMISSION GOAL:

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

MOTION:

APPROVE RESOLUTION 2018-R-XX, AUTHORIZING THE CITY MANAGER TO ENTER INTO A GRANT AGREEMENT H0018 WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND PERFORM A BUDGET APPROPRIATION IN THE AMOUNT OF \$167,970 TO THE STORMWATER FUND.

ATTACHMENTS:

- Budget Amendment Request-Duckbill Valves (PDF)

Resolution No. (ID # 1905)

RESOLUTION 2018-R-31 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A GRANT AGREEMENT H0018 WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND PERFORM A BUDGET APPROPRIATION IN THE AMOUNT OF \$167,970 TO THE STORMWATER FUND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2018-R-XX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A GRANT AGREEMENT H0018 WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND PERFORM A BUDGET APPROPRIATION IN THE AMOUNT OF \$167,970 TO THE STORMWATER FUND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill has qualified for a \$125,978 grant to purchase (23) duckbill valves, funded by the Federal Emergency Management Agency and administered through the Florida Division of Emergency Management; and

WHEREAS, the addition of duckbill valves are anticipated to mitigate the duration of flooding in neighborhoods throughout the City; and

WHEREAS, this grant requires the City to match the anticipated award of \$125,978 with \$41,992 of the City's own funding and requires that the award funds be provided on a reimbursement basis.

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

SECTION 1. That the City Commission of the City of Holly Hill does hereby authorize the City Manager to enter into Grant Agreement H0018 with the Florida Division of Emergency Management.

SECTION 2. That the City Commission of the City of Holly Hill does hereby grant approval for the City Manager to perform a budget appropriation to add \$167,970 into the Capital Outlay Account 460-3080-538-6300. Of the \$167,970 allocated, \$125,978 shall be repaid upon receipt of reimbursement funds awarded by Grant Agreement H0018 with the Florida Division of Emergency Management.

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

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

APPROVED AND AUTHENTICATED on this th day of MAY, 2018.

CITY OF HOLLY HILL
Budget Amendment Request
Fiscal Year 2017-2018

Requesting Department		Date
Public Works		1/29/2018
TAKE FUNDS FROM ACCOUNT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT:
460-0000-331-5020	FEMA - HMGP Grant	125,978.00
460-0000-380-1000	Appropriated Fund Balance	41,992.00
	Total	167,970.00
ADD FUNDS TO ACCOUNT NUMBER:		
460-3080-538-6300	Stormwater Capital Infrastructure	167,970.00
	Total	167,970.00

Purpose of Transfer: (include as much detail as possible)

Appropriating fund balance for the coverage of Grant Agreement #H0018 with the Florida Division of Emergency Management to purchase (23) duckbills valves to be installed along Riverside Drive. \$125,978 will be reimbursed by a FEMA HMGP Grant; the remainder will be from appropriated fund balance.

Note: Funds can only be transferred within the same fund and same department without requiring further commission action. In addition funds can only be expended after amendment is completed.

----- Management Approvals -----	
 Department Head Signature	1/29/18 Date
 City Manager Signature	1-29-2018 Date
----- For Finance Use Only -----	
Step 1: Finance Review	
Finance Director Signature	Date
Step 2: Budget Adjustment Entry	
Funds are available for this request? ☐ Yes ☐ No	
Employee Signature	Date
HTE Group #	

Attachment: Budget Amendment Request-Duckbill Valves (1905 : Duckbill Valves Grant)



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

**City Commission
Resolution**

MEETING DATE: May 8, 2018
FROM: Antoine Khoury
SUBJECT: Resolution 2018-R-32 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute an Agreement with Florida Power and Light (FPL) to Perform the LED Conversion of Street Lights; Providing for Severability; and Providing for an Effective Date.
NUMBER: (ID # 1960)
APPLICANT: Antoine Khoury
PLANNER:

DISCUSSION:

FPL and the City of Holly Hill want to go into an agreement to replace the existing street lights with a more luminescent and energy efficient lights excluding the US1 corridor due to the utility underground projects.

US1 light poles and the lighting fixtures will be brought under a separate agreement between the city and FPL.

The cost for this change will be an additional \$23.76 per month or \$285.12 annually.

FISCAL ANALYSIS:

This agreement will increase the maintenance and power usage cost by \$285.12 per year for the current annual cost.

STAFF RECOMMENDATION:

Authorize the City Manager to enter into an agreement with Florida Power and Light for the City of Holly Hill LED Lighting Agreement.

COMMISSION GOAL:

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

utilization of technologies and proven innovations.

MOTION:

APPROVE RESOLUTION 2018-R-32, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH FLORIDA POWER & LIGHT (FPL) FOR THE CONVERSION OF STREET LIGHTS FROM HIGH PRESSURE SODIUM TO LED IN THE CITY OF HOLLY HILL EXCLUDING US1 STREET LIGHTS.

ATTACHMENTS:

- Holly_Hill_Generator_Tool_Final_Selections[1] (PDF)
- Holly_Hill_Agreement_LT-1[1] (PDF)
- Holly_Hill_-_Selection_and_Phasing_Sheet_minus_US-1[1] (PDF)

Resolution No. (ID # 1960)

RESOLUTION 2018-R-32 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH FLORIDA POWER AND LIGHT (FPL) TO PERFORM THE LED CONVERSION OF STREET LIGHTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2018-R-32

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE AGREEMENT WITH FLORIDA POWER AND LIGHT (FPL) TO PERFORM THE LED CONVERSION OF STREET LIGHTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill and Florida Power & Light (FPL) want to go into an agreement to replace the existing street lights with a more luminescent and energy efficient lights excluding the US1 corridor due to the utility underground projects; and

WHEREAS, The US1 light poles and the lighting fixtures will be brought under a separate agreement between the city and FPL; and

WHEREAS, The cost for this change will be an additional \$23.76 per month or \$285.12 annually.

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

SECTION 1. That the City Manager of the City of Holly is authorized to execute an agreement with Florida Power & Light for the conversion of street lights from high pressure sodium to LED in the City of Holly Hill excluding US1 streets lights.

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 8th day of MAY, 2018.



LED Lighting Plan

Holly Hill

Going Green

This plan reduces power consumption by:
and that eliminates:
or removing:

207,336 kWh / year
146 metric tons of CO₂ every year¹
31 cars from the road²

TOTAL	806		\$ 6,537.30	\$ 6,561.06	\$ 23.76
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Installation Details		Existing		Proposed		Variance
1	select fixture:	SL1 - HPS0070		RSW 26 Watt 4000K		
	select pole:					
	Fixture*	\$	2,647.99	\$	3,661.83	\$ 1,013.84
	Pole					
	Maintenance	\$	1,260.63	\$	1,173.92	\$ (86.71)
Quantity:	667	Energy**	\$ 1,268.33	\$ 351.07	\$	(917.26)
Conversion:	Yes	Total	\$ 5,176.95	\$ 5,186.82	\$	9.87
Full/Hybrid:	Full					

Installation Details		Existing		Proposed		Variance
2	select fixture:	SL1 - HPS0100		RSW 41 Watt 4000K		
	select pole:					
	Fixture*	\$	282.80	\$	384.30	\$ 101.50
	Pole					
	Maintenance	\$	133.00	\$	123.20	\$ (9.80)
Quantity:	70	Energy**	\$ 188.07	\$ 63.53	\$	(124.53)
Conversion:	Yes	Total	\$ 603.87	\$ 571.03	\$	(32.83)
Full/Hybrid:	Full					

Installation Details		Existing		Proposed		Variance
3	select fixture:	SL1 - HPS0100		Contempo 38 Watt 4000K		
	select pole:					
	Fixture*	\$	72.72	\$	98.82	\$ 26.10
	Pole					
	Maintenance	\$	34.20	\$	31.68	\$ (2.52)
Quantity:	18	Energy**	\$ 48.36	\$ 15.68	\$	(32.68)
Conversion:	Yes	Total	\$ 155.28	\$ 146.18	\$	(9.10)
Full/Hybrid:	Full					

* Includes fixture fee and \$.98 monthly conversion fee

** Includes Non-fuel Energy Charge, Fuel, Conservation, Capacity, Environmental, and Storm charges
Sales tax and franchise fees not included

Installation Details		Existing	Proposed	Variance
4		select fixture:	SL1 - HPS0150	XSP2 102 Watt
		select pole:		
		Fixture*	\$ 128.96	\$ 263.19
	Quantity: 31	Pole		
	Conversion: Yes	Maintenance	\$ 59.83	\$ 54.56
	Full/Hybrid: Full	Energy**	\$ 122.00	\$ 71.47
		Total	\$ 310.79	\$ 389.22
				\$ 134.23
				(5.27)
				(50.54)
				78.42

Installation Details		Existing	Proposed	Variance
5		select fixture:	SL1 - HPS0200	ATB2 138 Watt, Black
		select pole:		
		Fixture*	\$ 126.00	\$ 169.80
	Quantity: 20	Pole		
	Conversion: Yes	Maintenance	\$ 49.00	\$ 35.20
	Full/Hybrid: Full	Energy**	\$ 115.42	\$ 62.81
		Total	\$ 290.42	\$ 267.81
				\$ 43.80
				(13.80)
				(52.61)
				(22.61)

* Includes fixture fee and \$.98 monthly conversion fee

** Includes Non-fuel Energy Charge, Fuel, Conservation, Capacity, Environmental, and Storm charges
Sales tax and franchise fees not included

FPL Account Number: **6659300708**

FPL Work Request Number: _____

LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, City of Holly Hill (hereinafter called the Customer), requests on this ____ day of **May, 2018**, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) city wide, located in Holly Hill, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

<u>Poles</u>				
Pole Type	Existing Pole Count (A)	# Installed (B)	# Removed (C)	New Pole Count (A+B-C)
Wood		0	0	
Standard Concrete		0	0	
Standard Fiberglass		0	0	
Decorative Concrete		0	0	
Decorative Fiberglass		0	0	

<u>Underground Conductor</u>				
Type	Existing Footage (A)	Feet Installed (B)	Feet Removed (C)	New Footage (A+B-C)
Under Pavement		N/A ⁽¹⁾	0	
Not Under Pavement		0	0	

(1) All new conductor installed is in conduit and billed as Not Under Pavement

Fixtures ⁽²⁾

[illegible]

Attachment: Holly_Hill_Agreement_LT-1[1] (1960 : 18ST01 LED Conversion of Street Lights in the City of Holly Hill)

(2) Catalog of available fixtures and the assigned billing tier for each can be viewed at www.fpl.com/partner/builders/lighting.html

- (b) Modification to existing facilities other than described above (explain fully): None

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a contribution in the amount of \$0.00 prior to FPL's initiating the requested installation or modification.
3. To purchase from FPL all of the electric energy used for the operation of the Lighting System.
4. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
5. To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
6. To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the lighting facilities.

IT IS MUTUALLY AGREED THAT:

7. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
 - a. the addition of lighting facilities;
 - b. the removal of lighting facilities; and
 - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

8. Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
9. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer- requested relocation of FPL lighting facilities. Payment shall be made by the Customer in advance of any relocation.
10. FPL may, at any time, substitute for any luminaire installed hereunder another luminaire which shall be of at least equal illuminating capacity and efficiency.
11. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial the (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by

certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.

12. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the fixture, pole, and conductor charges for the period remaining on the currently active term of service plus the cost to remove the facilities.
13. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
14. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
15. **This Agreement supersedes all previous Agreements** or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
16. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
17. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
18. The lighting facilities shall remain the property of FPL in perpetuity.
19. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

City of Holly Hill
Customer (Print or type name of Organization)

FLORIDA POWER & LIGHT COMPANY

By: _____
Signature (Authorized Representative)

By: _____
(Signature)

(Print or type name)

Francisco J Arbide
(Print or type name)

Title: _____

Title: Business Development Manager

Attachment: Holly_Hill_Agreement_LT-1[1] (1960 : 18ST01 LED Conversion of Street Lights in the City of Holly Hill)

Holly Hill- Selection and Phasing Sheet**Initials**

GPS X Position	GPS Y Position	Orientation	Light Address	Component Type	Fixture Type/Pole Height	Replace With	Phase
635722	1785922	NE	1572 HAMMOCK DR	HPS0070	CH	RSW 26 Watt 4000K	
636481	1788175	NE	919 NEW CASTLE CT	HPS0070	CH	RSW 26 Watt 4000K	
637129	1787292	SE	FLOMICH ST C/O SHERRIS LN SE/S	HPS0070	CH	RSW 26 Watt 4000K	
637817	1788592	SW	1709 BIRMINGHAM AVE	HPS0070	CH	RSW 26 Watt 4000K	
638233	1788879	NW	548 PEACOCK DR	HPS0070	CH	RSW 26 Watt 4000K	
638853	1785772	NW	629 ALICE ST	HPS0070	CH	RSW 26 Watt 4000K	
635828	1786667	SE	FLOMICH ST C/O MEGAN BAY CIR SW/S	HPS0070	CH	RSW 26 Watt 4000K	
637975	1788197		1670 BIRMINGHAM AVE	HPS0070	CH	RSW 26 Watt 4000K	
637988	1786290	NW	15 ST 3 LTS W/O CENTER AVE N/S	HPS0070	CH	RSW 26 Watt 4000K	
638509	1788575	NE	1633 DECATUR AVE A/F	HPS0070	CH	RSW 26 Watt 4000K	
638151	1789086	NW	551 EAGLE DR	HPS0070	CH	RSW 26 Watt 4000K	
637955	1788988	NE	1724 CENTER AVE	HPS0070	CH	RSW 26 Watt 4000K	
638901	1781569		820 CATHERINE AVE	HPS0070	CH	RSW 26 Watt 4000K	
638792	1781800	NE	CATHERINE AVE 1 LT S/O 10TH ST W/S	HPS0070	CH	RSW 26 Watt 4000K	
635208	1785991	SW	1561 SUNSET LN	HPS0070	CH	RSW 26 Watt 4000K	
637567	1788422	NE	1705 MONTGOMERY AVE	HPS0070	CH	RSW 26 Watt 4000K	
637660	1788905	SW	1725 BIRMINGHAM AVE	HPS0070	CH	RSW 26 Watt 4000K	
638670	1785434	SE	630 UNABELLE ST A/F	HPS0070	CH	RSW 26 Watt 4000K	
638264	1787584		1591 BIRMINGHAM AVE	HPS0070	CH	RSW 26 Watt 4000K	
638993	1789516	W	502 EAGLE DR	HPS0070	CH	RSW 26 Watt 4000K	
637534	1786067	W	15TH ST 4 LTS W/O CNETER AVE N/S	HPS0070	CH	RSW 26 Watt 4000K	
635452	1786479	SE	FLOMICH ST C/O HAMMOCK DR SW/S	HPS0070	CH	RSW 26 Watt 4000K	
638796	1788859	SW	1336 TUSCALOOSA AVE	HPS0070	CH	RSW 26 Watt 4000K	
636581	1785690	NW	15 ST 1 LT E/O HAMMOCK DR N/S	HPS0070	CH	RSW 26 Watt 4000K	
638394	1786482	W	613 15 ST A/F NE/S	HPS0070	CH	RSW 26 Watt 4000K	
638966	1785539	SE	713 UNABELLE ST	HPS0070	CH	RSW 26 Watt 4000K	
637354	1788180	SW	1629 SELMA	HPS0070	CH	RSW 26 Watt 4000K	
637537	1787114	SW	1589 ANNISTON AVE	HPS0070	CH	RSW 26 Watt 4000K	
637396	1787412	SE	FLOMICH ST C/O ANNISTON AVE SE/S	HPS0070	CH	RSW 26 Watt 4000K	
637527	1787772	SW	1606 SELMA AV	HPS0070	CH	RSW 26 Watt 4000K	
635637	1786199	SW	1585 HAMMOCK DR	HPS0070	CH	RSW 26 Watt 4000K	
638670	1789088	NW	524 PEACOCK RD	HPS0070	CH	RSW 26 Watt 4000K	
636250	1786866	NW	981 FLOMICH ST	HPS0070	CH	RSW 26 Watt 4000K	
637140	1788531	S	1649 SELMA AVE	HPS0070	CH	RSW 26 Watt 4000K	
638248	1788311		1654 CENTER AVE	HPS0070	CH	RSW 26 Watt 4000K	
638555	1789304	NW	530 EAGLE DR	HPS0070	CH	RSW 26 Watt 4000K	
638682	1787442	SW	1534 CENTER AVE	HPS0070	CH	RSW 26 Watt 4000K	
638845	1787876	NE	1552 DECATUR AVE	HPS0070	CH	RSW 26 Watt 4000K	
638732	1788113	NE	FLOMICH ST C/O DECATUR AVE NW/S	HPS0070	CH	RSW 26 Watt 4000K	
636693	1788310	NW	906 NEW CASTLE CT	HPS0070	CH	RSW 26 Watt 4000K	
637896	1788440	NE	1701 BIRMINGHAM AVE	HPS0070	CH	RSW 26 Watt 4000K	
637145	1787915	S	1635 ANNISTON AVE	HPS0070	CH	RSW 26 Watt 4000K	
636597	1788015	W	916 KINGSPOUT CT	HPS0070	CH	RSW 26 Watt 4000K	
636782	1788585	NE	ANNISTON AVE C/O ALABAMA AVE SW/S	HPS0070	CH	RSW 26 Watt 4000K	
636031	1788229	SE	1015 ALABAMA AVE	HPS0070	CH	RSW 26 Watt 4000K	
636053	1785365	NW	15TH ST C/O HAMMOCK DR NE/S	HPS0070	CH	RSW 26 Watt 4000K	
638586	1786575	W	613 15 ST A/F NW/S	HPS0070	CH	RSW 26 Watt 4000K	
637560	1786839	N	1582 ANNISTON ST	HPS0070	CH	RSW 26 Watt 4000K	
636136	1786196	E	1568 MEGAN BAY CIR	HPS0070	CH	RSW 26 Watt 4000K	
638990	1786769	NE	CENTER AVE C/O 15TH ST NW/S	HPS0070	CH	RSW 26 Watt 4000K	
637424	1788041	SW	1623 SELMA AVE	HPS0070	CH	RSW 26 Watt 4000K	
635947	1785421	NW	HAMMOCK DR 1LT N/O 15TH ST W/S	HPS0070	CH	RSW 26 Watt 4000K	
638666	1788246	NE	1605 DECATUR AVE A/F	HPS0070	CH	RSW 26 Watt 4000K	
638416	1787958		CENTER AVE C/O FLOMICH ST NW/S	HPS0070	CH	RSW 26 Watt 4000K	
635879	1785600	NE	1566 HAMMOCK DR	HPS0070	CH	RSW 26 Watt 4000K	
638152	1788510		1668 CENTER AVE	HPS0070	CH	RSW 26 Watt 4000K	
635305	1785800	NE	1565 SUNSET LN	HPS0070	CH	RSW 26 Watt 4000K	
637174	1787048	NE	1594 SHERRIS LN	HPS0070	CH	RSW 26 Watt 4000K	
637905	1787722	SW	FLOMICH ST C/O MONTGOMERY AVE SE/S	HPS0070	CH	RSW 26 Watt 4000K	
638160	1787190	S	1585 MONTGOMERY AVE	HPS0070	CH	RSW 26 Watt 4000K	
637975	1787467	S	1592 MONTGOMERY AVE	HPS0070	CH	RSW 26 Watt 4000K	
635259	1786382	SE	1109 FLOMICH ST	HPS0070	CH	RSW 26 Watt 4000K	
636984	1785804	NW	1000 15 ST	HPS0070	CH	RSW 26 Watt 4000K	

Holly Hill- Selection and Phasing Sheet**Initials**

637007	1788203	SW	1705 ANNISTON AVE	HPS0070	CH	RSW 26 Watt 4000K
638919	1783517	SW	1028 GREAT OAK DR	HPS0070	CH	RSW 26 Watt 4000K
638202	1787803	NE	FLOMICH ST C/O BIRMINGHAME AVE SE/S	HPS0070	CH	RSW 26 Watt 4000K
635914	1785299	NW	1140 15TH ST	HPS0070	CH	RSW 26 Watt 4000K
636803	1788036	NW	907 KINGSPORT CT	HPS0070	CH	RSW 26 Watt 4000K
636944	1787837	NW	906 ROYAL OAK CT	HPS0070	CH	RSW 26 Watt 4000K
638967	1787611	NE	1536 DACATUR AVE	HPS0070	CH	RSW 26 Watt 4000K
635925	1786467	NE	1590 MEGAN BAY CIR	HPS0070	CH	RSW 26 Watt 4000K
635783	1785795	NE	1574 HAMMOCK DR	HPS0070	CH	RSW 26 Watt 4000K
638899	1783755	SE	676 11TH ST A/F W/S	HPS0070	CH	RSW 26 Watt 4000K
638974	1781415		812 CATHERINE AVE	HPS0070	CH	RSW 26 Watt 4000K
636735	1787735	NW	916 ROYAL OAK CT	HPS0070	CH	RSW 26 Watt 4000K
635307	1786534	NW	1094 FLOMICH ST	HPS0070	CH	RSW 26 Watt 4000K
637655	1783133	SE	560 10 ST	HPS0070	CH	RSW 26 Watt 4000K
635072	1786289	S	FLOMICH ST C/O SUNSET LN SE/S	HPS0070	CH	RSW 26 Watt 4000K
637311	1786793	E	1583 SHERRIS LN	HPS0070	CH	RSW 26 Watt 4000K
638026	1788773	NE	1708 CENTER AVE	HPS0070	CH	RSW 26 Watt 4000K
637237	1787715	SW	1623 ANNISTON AVE	HPS0070	CH	RSW 26 Watt 4000K
638211	1783436	SE	11TH ST 1 LT E/O NOVA RD S/S	HPS0070	CH	RSW 26 Watt 4000K
638950	1782867	W	1025 GRAND HICKORY CIR	HPS0070	SCH	RSW 26 Watt 4000K
636854	1785742	NW	1000 15TH ST	HPS0070	SCH	RSW 26 Watt 4000K
638995	1783328	NE	1020 GREAT OAKS DR	HPS0070	SCH	RSW 26 Watt 4000K
637041	1788704	SE	ALABAMA AVE C/O SELMA AVE SW/S	HPS0070		RSW 26 Watt 4000K
638418	1785287	SE	727 UNABELLE	HPS0070		RSW 26 Watt 4000K
637411	1788740	SW	1715 MONTGOMERY AVE	HPS0100	CH	RSW 41 Watt 4000K
637643	1787595	NE	FLOMICH C/O SELMA AVE NE/S	HPS0100	CH	RSW 41 Watt 4000K
638628	1782139	NE	10TH ST C/O CATHERINE AVE SE/S	HPS0100	CH	RSW 41 Watt 4000K
637754	1787958	NE	1611 MONTGOMERY AVE A/F	HPS0100	CH	RSW 41 Watt 4000K
638593	1785059	S	719 WALKER A/F	HPS0100	CH	RSW 41 Watt 4000K
637704	1787345	SW	1593 SELMA AVE	HPS0100	CH	RSW 41 Watt 4000K
637832	1787199	SW	1589 SELMA AVE	HPS0100	CH	RSW 41 Watt 4000K
634591	1785983	S	FLOMICH ST C/O NOVA RD NE/S	HPS0100	SCH	RSW 41 Watt 4000K
638138	1784848	SE	WALKER ST 3 LT E/O NOVA RD S/S	HPS0100	SCH	RSW 41 Watt 4000K
635816	1788124	SE	1029 ALABAMA AVE	HPS0100	SCH	RSW 41 Watt 4000K
637502	1784540	SE	WALKER ST 1LT E/O NOVA RD S/S	HPS0100	SCH	RSW 41 Watt 4000K
637978	1784766	SE	WALKER ST 2 LT E/O NOVA RD S/S	HPS0100	SCH	RSW 41 Watt 4000K
638129	1787957		1609 BIRMINGHAM AVE	HPS0150	OB	XSP2 102 Watt 4000K
639721	1780581	NE	710 CAROLINE AVE	HPS0070	CH	RSW 26 Watt 4000K
640182	1785043	SW	1145 POWERS AVE	HPS0070	CH	RSW 26 Watt 4000K
639653	1781570	SW	820 LAKEWOOD DR A/F S/S	HPS0070	CH	RSW 26 Watt 4000K
639595	1780853	SW	725 CAROLINE AVE A/F	HPS0070	CH	RSW 26 Watt 4000K
639083	1787377	NE	1524 DACATUR AVE	HPS0070	CH	RSW 26 Watt 4000K
639896	1782227	SE	626 S FLAMINGO DR A/F	HPS0070	CH	RSW 26 Watt 4000K
639830	1783709	NW	1025 INDIAN OAKS EAST	HPS0070	CH	RSW 26 Watt 4000K
639619	1782065	SE	807 S FLAMINGO DR	HPS0070	CH	RSW 26 Watt 4000K
639205	1787116	NE	1508 DECATUR AVE	HPS0070	CH	RSW 26 Watt 4000K
639643	1782643	SE	631 10TH ST	HPS0070	CH	RSW 26 Watt 4000K
639079	1789315	E	500 PEACOCK RD	HPS0070	CH	RSW 26 Watt 4000K
639591	1781702	SW	824 LAKEWOOD DR A/F	HPS0070	CH	RSW 26 Watt 4000K
639767	1787529	SW	1525 MOBILE AVE	HPS0070	CH	RSW 26 Watt 4000K
639517	1786368	SW	1355 POWERS AVE A/F	HPS0070	CH	RSW 26 Watt 4000K
639079	1788278	SW	FLOMICH ST C/O TUSCALOOSA AVE NE/S	HPS0070	CH	RSW 26 Watt 4000K
639999	1785341	NE	1218 POWERS	HPS0070	CH	RSW 26 Watt 4000K
640163	1784994	NE	1145 POWERS AVE A/F	HPS0070	CH	RSW 26 Watt 4000K
639990	1782811	SE	619 10TH ST	HPS0070	CH	RSW 26 Watt 4000K
639979	1783412	NE	1014 INDIAN OAKS EAST	HPS0070	CH	RSW 26 Watt 4000K
639975	1784138	SW	1033 CHEROKEE RNCH RD	HPS0070	CH	RSW 26 Watt 4000K
639086	1783846	SE	670 11 ST A/F	HPS0070	CH	RSW 26 Watt 4000K
639780	1782354		734 FLAMINGO DR N	HPS0070	CH	RSW 26 Watt 4000K
639362	1781355		816 NARCISSUS AV	HPS0070	CH	RSW 26 Watt 4000K
640150	1788349	S	1579 GARDEN AVE	HPS0070	CH	RSW 26 Watt 4000K
639400	1782004	SW	S FLAMINGO DR C/O LAKEWOOD DR NE/S	HPS0070	CH	RSW 26 Watt 4000K
639705	1785973	S	1318 POWERS AVE	HPS0070	CH	RSW 26 Watt 4000K
639596	1786764	NE	1368 BENDER AVE	HPS0070	CH	RSW 26 Watt 4000K
639860	1785725	S	WALKER ST C/O POWERS AVE SW/S	HPS0070	CH	RSW 26 Watt 4000K
639831	1784222	SE	11TH ST 2 LT W/O CENTER AVE S/S	HPS0070	CH	RSW 26 Watt 4000K

Holly Hill- Selection and Phasing Sheet**Initials**

639221	1783434	NE	1024 CHIPPEWA TR	HPS0070	CH	RSW 26 Watt 4000K
639282	1786910	NW	15TH ST C/O DECATUR AVE NW/S	HPS0070	CH	RSW 26 Watt 4000K
639604	1787188	SW	1503 TUSCALOOSA AVE	HPS0070	CH	RSW 26 Watt 4000K
640044	1782586	NW	722 FLAMINGO DR NORTH	HPS0070	CH	RSW 26 Watt 4000K
640009	1788672	W	FLOMICH ST C/O GARDEN AVE SE/S	HPS0070	CH	RSW 26 Watt 4000K
639690	1786605	NE	1356 BENDER AVE	HPS0070	CH	RSW 26 Watt 4000K
639772	1780441	NE	635 FERN AV A/F	HPS0070	CH	RSW 26 Watt 4000K
639994	1790163	NE	1687 STATE AVE A/F	HPS0070	CH	RSW 26 Watt 4000K
639910	1786117	NE	1320 BENDER AVE	HPS0070	CH	RSW 26 Watt 4000K
639127	1783024	NE	1015 GREAT OAKS DR	HPS0070	CH	RSW 26 Watt 4000K
640062	1786378	NE	1320 JARECKI AVE	HPS0070	CH	RSW 26 Watt 4000K
640165	1780411	SW	633 ELM AVE	HPS0070	CH	RSW 26 Watt 4000K
639484	1782903	NE	1008 CHIPPEWA TR	HPS0070	CH	RSW 26 Watt 4000K
639467	1788085	NE	1572 MOBILE AVE	HPS0070	CH	RSW 26 Watt 4000K
639581	1785542	NE	CENTER AVE C/O WALKER ST SW/S	HPS0070	CH	RSW 26 Watt 4000K
639477	1781104	SE	8 ST C/O CAROLINE AVE SW/S	HPS0070	CH	RSW 26 Watt 4000K
639738	1783364	SW	1013 INDIAN OAKS WEST	HPS0070	CH	RSW 26 Watt 4000K
639686	1783613	E	1026 INDIAN OAKS WEST	HPS0070	CH	RSW 26 Watt 4000K
639888	1786752	NE	1368 JARECKI AVE	HPS0070	CH	RSW 26 Watt 4000K
639325	1787761	SW	1551 TUSCALOOSA AVE	HPS0070	CH	RSW 26 Watt 4000K
640092	1783185	NE	1008 INDIAN OAKS EAST	HPS0070	CH	RSW 26 Watt 4000K
639623	1786137	SW	1340 POWERS AVE	HPS0070	CH	RSW 26 Watt 4000K
639682	1787071	S	JARECKI AVE C/O 15 ST	HPS0070	CH	RSW 26 Watt 4000K
639401	1786676	SW	1380 POWERS AVE	HPS0070	CH	RSW 26 Watt 4000K
639898	1787276	SW	1503 MOBILE AVE	HPS0070	CH	RSW 26 Watt 4000K
640058	1785765	E	WALKER ST C/O BENDER AVE SW/S	HPS0070	CH	RSW 26 Watt 4000K
639445	1780338	S	635 GLADIOLA AVE	HPS0070	CH	RSW 26 Watt 4000K
639195	1780952	SE	8 ST C/O GLADIOLA AVE SW/S	HPS0070	CH	RSW 26 Watt 4000K
640112	1780630	NE	630 ELM AV	HPS0070	CH	RSW 26 Watt 4000K
639874	1784927	NE	1155 CENTER AVE A/F	HPS0070	CH	RSW 26 Watt 4000K
639625	1780061	SW	611 GLADIOLA AV	HPS0070	CH	RSW 26 Watt 4000K
639041	1785861	NW	615 ALICE ST	HPS0070	CH	RSW 26 Watt 4000K
639986	1784295	SE	11TH ST 1 LT W/O CENTER AVE S/S	HPS0070	CH	RSW 26 Watt 4000K
639862	1788657	NW	FLOMICH ST 1 LT W/O GARDEN AVE N/S	HPS0070	CH	RSW 26 Watt 4000K
639465	1785777	E	CENTER AVE C/O UNABELLE AVE	HPS0070	CH	RSW 26 Watt 4000K
639276	1782466	E	723 10TH ST	HPS0070	CH	RSW 26 Watt 4000K
639663	1787744	SW	1545 MOBILE AVE	HPS0070	CH	RSW 26 Watt 4000K
639328	1785711	SE	613 UNABELLE ST	HPS0070	CH	RSW 26 Watt 4000K
639447	1786917	SE	556 15 ST	HPS0070	CH	RSW 26 Watt 4000K
640014	1779940	NW	6TH ST C/O FERN AVE NW/S	HPS0070	CH	RSW 26 Watt 4000K
640132	1789886	NE	1643 STATE AVE A/F	HPS0070	CH	RSW 26 Watt 4000K
640132	1784365	SE	11TH ST C/O CENTER AVE SW/S	HPS0070	CH	RSW 26 Watt 4000K
639793	1786359	NE	1330 BENDER AVE	HPS0070	CH	RSW 26 Watt 4000K
639890	1783068	SW	1007 INDIAN OAKS WEST	HPS0070	CH	RSW 26 Watt 4000K
640039	1786968	NE	1419 GRAHAM AVE A/F	HPS0070	CH	RSW 26 Watt 4000K
639163	1789476	S	503 EAGLE DR A/F SE/S	HPS0070	CH	RSW 26 Watt 4000K
639744	1779814	NW	6TH ST C/O GLADIOLA AVE NE/S	HPS0070	CH	RSW 26 Watt 4000K
639343	1780659	NE	737 GLADIOLA AV A/F	HPS0070	CH	RSW 26 Watt 4000K
639266	1783932	SE	660 11TH ST A/F	HPS0070	CH	RSW 26 Watt 4000K
639169	1788089	SW	1585 TUSCALOOSA AVE	HPS0070	CH	RSW 26 Watt 4000K
639154	1783680	NW	630 CHEROKEE LN	HPS0070	CH	RSW 26 Watt 4000K
640135	1786224	NE	1316 JARECKI AVE	HPS0070	CH	RSW 26 Watt 4000K
639349	1783169	NE	1014 CHIPPEWA TR	HPS0070	CH	RSW 26 Watt 4000K
639837	1787127	SE	15 ST 1 LT E/O JARECKI AVE S/S	HPS0070	RW	RSW 26 Watt 4000K
639033	1782602	S	1009 GRAND HICKORY CIR	HPS0070	SCH	RSW 26 Watt 4000K
639258	1782754	NE	1006 GREAT OAK DR 1006 GREAT OAK DR	HPS0070	SCH	RSW 26 Watt 4000K
639630	1791035		CALLE GRANDE ST C/O STATE AVE SE/S	HPS0100	CH	RSW 41 Watt 4000K
640019	1786470	NE	1350 JARECKI AVE	HPS0100	CH	RSW 41 Watt 4000K
639760	1785166	NE	1217 CENTER AVE A/F	HPS0100	CH	RSW 41 Watt 4000K
639537	1783221	S	625 PINE CONE CIR	HPS0100	CH	RSW 41 Watt 4000K
639094	1781163	SW	808 CATHERINE AVE	HPS0100	CH	RSW 41 Watt 4000K
639659	1782958	SW	620 ACORN CIR A/F	HPS0100	CH	RSW 41 Watt 4000K
639380	1787657	NE	1550 TUSCALOOSA AVE	HPS0100	CH	RSW 41 Watt 4000K
639316	1783786	NW	626 CHEROKEE LN A/F	HPS0100	CH	RSW 41 Watt 4000K
639340	1788344	NE	FLOMICH ST C/O MOBILE AVE SW/S	HPS0100	CH	RSW 41 Watt 4000K
639381	1783478	SE	627 TWIN OAKS CIR	HPS0100	CH	RSW 41 Watt 4000K

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639864	1791155		CALLE GRANDE ST 1 LT E/O STATE AVE S/S	HPS0100	CH	RSW 41 Watt 4000K
639273	1786168		1339 CENTER AVE A/F	HPS0100	CH	RSW 41 Watt 4000K
639349	1782502	SE	721 10TH ST	HPS0100	CO	RSW 41 Watt 4000K
639144	1785372	SW	622 WALKER ST	HPS0100	SCH	RSW 41 Watt 4000K
639748	1790670	NE	STATE AVE C/O ESPANOLA AVE SW/S	HPS0100	SCH	RSW 41 Watt 4000K
640743	1787627	NE	PINE AVE C/O 15TH ST NW/S	HPS0070	CH	RSW 26 Watt 4000K
641049	1780945	NE	613 BAY AVE A/F	HPS0070	CH	RSW 26 Watt 4000K
640233	1782926	NW	611 10TH ST	HPS0070	CH	RSW 26 Watt 4000K
640800	1781732	SE	8 ST C/O PALM AVE SW/S	HPS0070	CH	RSW 26 Watt 4000K
640943	1790863		1726 RIDGE AVE A/F	HPS0070	CH	RSW 26 Watt 4000K
640851	1785268	NE	1140 GRAHAM AVE	HPS0070	CH	RSW 26 Watt 4000K
640700	1783736	SW	23 WILLIAMS DR	HPS0070	CH	RSW 26 Watt 4000K
640230	1784173		1052 CENTER AVE	HPS0070	CH	RSW 26 Watt 4000K
640719	1782624	NW	604 FLAMINGO DR S	HPS0070	CH	RSW 26 Watt 4000K
640320	1788204	NW	ELEANOR ST 1 LT W/O PINE AVE N/S	HPS0070	CH	RSW 26 Watt 4000K
640763	1779205		397 DUBS DR	HPS0070	CH	RSW 26 Watt 4000K
640799	1784234	SW	3 HOWARD DR	HPS0070	CH	RSW 26 Watt 4000K
640590	1780200	NW	6TH ST C/O DAHLIA AVE NW/S	HPS0070	CH	RSW 26 Watt 4000K
640941	1783588	SE	559 MARTHA DR	HPS0070	CH	RSW 26 Watt 4000K
640292	1785886	SE	WALKER ST C/O JARECKI AVE SW/S	HPS0070	CH	RSW 26 Watt 4000K
640509	1785988	NW	500 WALKER ST C/O GRAHAM AVE SW/S	HPS0070	CH	RSW 26 Watt 4000K
640406	1786202	NE	1306 GRAHAM AVE	HPS0070	CH	RSW 26 Watt 4000K
640249	1786527	NE	1330 GRAHAM AVE	HPS0070	CH	RSW 26 Watt 4000K
640216	1783593	SW	1017 CHEROKEE RANCH RD	HPS0070	CH	RSW 26 Watt 4000K
640332	1782058	S	8 RONNIE CIR	HPS0070	CH	RSW 26 Watt 4000K
640726	1780832	NE	622 CEDAR AV	HPS0070	CH	RSW 26 Watt 4000K
640420	1785615		1230 JARECKI AVE	HPS0070	CH	RSW 26 Watt 4000K
641015	1790735	S	1711 RIDGE AV	HPS0070	CH	RSW 26 Watt 4000K
640314	1783328	NE	1008 CHEROKEE RANCH RD	HPS0070	CH	RSW 26 Watt 4000K
640759	1783907	NW	THOMAS DR 1 LT E/O WILLIAMS S/S	HPS0070	CH	RSW 26 Watt 4000K
640529	1787584		GARDEN AVE 1LT N/O 15TH ST E/S	HPS0070	CH	RSW 26 Watt 4000K
640868	1780535	NE	603 CEDAR AVE A/F	HPS0070	CH	RSW 26 Watt 4000K
640339	1781237		750 ACIREMA DR	HPS0070	CH	RSW 26 Watt 4000K
640945	1785073	NE	1114 GRAHAM AVE	HPS0070	CH	RSW 26 Watt 4000K
640310	1782707	NW	714 FLAMINGO DR NORTH	HPS0070	CH	RSW 26 Watt 4000K
640457	1783698	NE	1036 CENTER AVE	HPS0070	CH	RSW 26 Watt 4000K
640576	1783997	SW	9 WILLIAMS DR	HPS0070	CH	RSW 26 Watt 4000K
640784	1783561	W	567 MARTHA DR A/F	HPS0070	CH	RSW 26 Watt 4000K
640318	1780094	NW	6 ST C/O ELM AVE NW/S	HPS0070	CH	RSW 26 Watt 4000K
640905	1784732	SE	11TH ST C/O JARECKI AVE SW/S	HPS0070	CH	RSW 26 Watt 4000K
640217	1785470	NE	1216 BENDER AVE	HPS0070	CH	RSW 26 Watt 4000K
640937	1780388	NW	6 ST C/O CEDAR AVE NW/S	HPS0070	CH	RSW 26 Watt 4000K
641016	1781873	NW	8TH ST C/O A AVE NW/S	HPS0070	CH	RSW 26 Watt 4000K
640705	1785011	NE	1124 JARECKI DR	HPS0070	CH	RSW 26 Watt 4000K
640563	1783934	SW	11 WILLIAMS DR	HPS0070	CH	RSW 26 Watt 4000K
640341	1784220	NW	3 STUART DR	HPS0070	CH	RSW 26 Watt 4000K
640701	1783190	NE	10TH ST C/O CENTER AVE NW/S	HPS0070	CH	RSW 26 Watt 4000K
640273	1790516	SW	1686 ESPANOLA AVE A/F	HPS0070	CH	RSW 26 Watt 4000K
640445	1790015	NE	1638 ESPANOLA AV	HPS0070	CH	RSW 26 Watt 4000K
640603	1785213	NE	1196 JARECKI AVE	HPS0070	CH	RSW 26 Watt 4000K
640334	1789456	NE	1625 STATE AVE A/F	HPS0070	CH	RSW 26 Watt 4000K
640502	1780978	SE	701 ACIREMA DR	HPS0070	CH	RSW 26 Watt 4000K
640267	1788121	SW	GARDEN AVE C/O ELEANOR ST NE/S	HPS0070	CH	RSW 26 Watt 4000K
640346	1787822	NE	1539 GARDEN AVE	HPS0070	CH	RSW 26 Watt 4000K
640728	1785532	NE	1210 GRAHAM AVE	HPS0070	CH	RSW 26 Watt 4000K
640642	1785716	NE	1222 GRAHAM AVE WS	HPS0070	CH	RSW 26 Watt 4000K
640931	1782722	NE	CENTER AVE C/O S FLAMINGO DR NW/S	HPS0070	CH	RSW 26 Watt 4000K
640539	1781627	NW	8 ST C/O RONNIE CIR NW/S	HPS0070	CH	RSW 26 Watt 4000K
640378	1785698	SW	1232 JARECKI AVE	HPS0070	CH	RSW 26 Watt 4000K
641042	1782489	NE	840 CENTER AVE	HPS0070	CH	RSW 26 Watt 4000K
640492	1780529	NE	630 DAHLIA AV	HPS0070	CH	RSW 26 Watt 4000K
640904	1786170	NW	455 WALKER ST	HPS0070	CH	RSW 26 Watt 4000K
640439	1782479	NW	610 FLAMINGO DR S	HPS0070	CH	RSW 26 Watt 4000K
640939	1781454		728 PALM AVE	HPS0070	CH	RSW 26 Watt 4000K
640897	1789064	NE	FLOMICH ST C/O ESPANOLA AVE NW/S	HPS0070	CH	RSW 26 Watt 4000K

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640636	1784605	SW	11TH ST C/O BENDER AVE SW/S	HPS0070	CH	RSW 26 Watt 4000K
640456	1784268	NW	5 STUART DR	HPS0070	CH	RSW 26 Watt 4000K
640595	1789693	SW	1629 ESPANOLA AVE NW/S	HPS0070	CH	RSW 26 Watt 4000K
640964	1785513	S	1135 CAVE AVE	HPS0070	CH	RSW 26 Watt 4000K
640435	1783069	NE	10TH ST C/O CHEROKEE RANCH RD NW/S	HPS0070	CH	RSW 26 Watt 4000K
640926	1783302	NW	566 10 ST	HPS0070	CH	RSW 26 Watt 4000K
640614	1784705	S	BENDER AVE 1 LT N/O LPGA E/S	HPS0070	CH	RSW 26 Watt 4000K
640906	1784018	SW	11 HOWARD DR	HPS0070	CH	RSW 26 Watt 4000K
640499	1785449	NE	1202 JARECKI AVE	HPS0070	CH	RSW 26 Watt 4000K
640726	1784395	NW	15 STUART DR	HPS0070	CH	RSW 26 Watt 4000K
640435	1785008	NE	1136 BENDER	HPS0070	CH	RSW 26 Watt 4000K
640388	1790256	SW	1650 ESPANOLA AVE A/F	HPS0070	CH	RSW 26 Watt 4000K
640342	1785203	NE	1206 BENDER AVE	HPS0070	CH	RSW 26 Watt 4000K
640400	1784493	SE	11TH ST C/O POWERS AVE SW/S	HPS0070	CH	RSW 26 Watt 4000K
640570	1783462	NE	1028 CENTER AVE	HPS0070	CH	RSW 26 Watt 4000K
640430	1780663	SW	639 DAHLIA AVE	HPS0070	CH	RSW 26 Watt 4000K
641033	1785368	SW	1141 CAVE AVE	HPS0070	CH	RSW 26 Watt 4000K
640882	1790994		1728 RIDGE AV	HPS0070	CH	RSW 26 Watt 4000K
640613	1782799	NW	708 FLAMINGO DR N	HPS0070	CH	RSW 26 Watt 4000K
640810	1782967	NE	CENTER AVE C/O N FLAMINGO DR NW/S	HPS0070	CH	RSW 26 Watt 4000K
640908	1778000	SW	292 EDDIE AV	HPS0070	SCH	RSW 26 Watt 4000K
641018	1778680	NE	327 DUBS DR	HPS0070	SCH	RSW 26 Watt 4000K
640607	1778716	NE	314 SCOTLAND DR	HPS0070	SCH	RSW 26 Watt 4000K
640471	1779004	NE	320 SCOTLAND DR	HPS0070	SCH	RSW 26 Watt 4000K
640856	1778229	NE	299 EDDIE AVE	HPS0070	SCH	RSW 26 Watt 4000K
640497	1778059	S	999 3 ST	HPS0070	SCH	RSW 26 Watt 4000K
640763	1778480	NE	311 SCOTLAND DR	HPS0070	SCH	RSW 26 Watt 4000K
640445	1790015	NE	1632 ESPANOLA AVE	HPS0100	CH	RSW 41 Watt 4000K
640704	1786755	E	HOLLY HILL AVE 1 LT N/O WALKER ST E/S	HPS0100	CH	RSW 41 Watt 4000K
640186	1788765	SE	FLOMICH ST C/O PINE AVE SW/S	HPS0100	CH	RSW 41 Watt 4000K
640391	1788349	NE	PINE AVE 1 LT S/O FLOMICH AVE W/S	HPS0100	CH	RSW 41 Watt 4000K
641592	1790344	NE	1645 CORDOVA	HPS0070	CH	RSW 26 Watt 4000K
641360	1786395	S	406 WALKER ST A/F	HPS0070	CH	RSW 26 Watt 4000K
641139	1790460	SW	GRANADA ST C/O RIDGE AVE SE/S	HPS0070	CH	RSW 26 Watt 4000K
641381	1782407	NE	828 HIBISCUS AV	HPS0070	CH	RSW 26 Watt 4000K
641271	1782008	NW	8 ST C/O CENTER AVE NW/S	HPS0070	CH	RSW 26 Watt 4000K
641550	1780679	NW	6 ST C/O ASH AVE NW/S	HPS0070	CH	RSW 26 Watt 4000K
641226	1784104	SW	1057 ALTA DR	HPS0070	CH	RSW 26 Watt 4000K
641350	1778766	NE	306 DIXIE DR	HPS0070	CH	RSW 26 Watt 4000K
641311	1781174		670 ASH AV A/F	HPS0070	CH	RSW 26 Watt 4000K
641263	1782646	SW	911 HIBISCUS AV	HPS0070	CH	RSW 26 Watt 4000K
641515	1782716		844 MAY AVE	HPS0070	CH	RSW 26 Watt 4000K
641475	1780843	NE	601 ASH AV	HPS0070	CH	RSW 26 Watt 4000K
641252	1788457	NE	1523 ESPANOLA AVE	HPS0070	CH	RSW 26 Watt 4000K
641054	1779345	NE	324 DIXIE DR	HPS0070	CH	RSW 26 Watt 4000K
641573	1781393	NE	704 CENTER AVE	HPS0070	CH	RSW 26 Watt 4000K
641489	1790857	W	174 GRANADA ST	HPS0070	CH	RSW 26 Watt 4000K
641280	1787848	SW	STATE AVE C/O 15TH ST NE/S	HPS0070	CH	RSW 26 Watt 4000K
641424	1784979	SE	11 ST 1 LT E/O CAVE AVE S/S	HPS0070	CH	RSW 26 Watt 4000K
641372	1789977	SW	1637 RIDGE AVE	HPS0070	CH	RSW 26 Watt 4000K
641806	1790169	NE	DAYTONA AVE C/O SCITUATE LN NW/S	HPS0070	CH	RSW 26 Watt 4000K
641468	1783394		941 OLEANDER AV A/F	HPS0070	CH	RSW 26 Watt 4000K
641820	1778438	E	292 JEFFREY AV	HPS0070	CH	RSW 26 Watt 4000K
641070	1784810	NE	11 ST C/O GRAHAM AVE SW/S	HPS0070	CH	RSW 26 Watt 4000K
641724	1786988	SW	1334 STATE AVE A/F	HPS0070	CH	RSW 26 Watt 4000K
641393	1787679	SW	1415 STATE AVE	HPS0070	CH	RSW 26 Watt 4000K
641288	1791236	SW	1731 CORDOVA AV	HPS0070	CH	RSW 26 Watt 4000K
641358	1783823	SE	1033 ALTA DR	HPS0070	CH	RSW 26 Watt 4000K
641513	1779125	S	372 LONDON RD	HPS0070	CH	RSW 26 Watt 4000K
641351	1779395	NE	LONDON RD C/O CHURCHILL DR NW/S	HPS0070	CH	RSW 26 Watt 4000K
641169	1782480	SW	814 MAY AVE	HPS0070	CH	RSW 26 Watt 4000K
641654	1783640	SW	10TH ST C/O JASMINE AVE NE/S	HPS0070	CH	RSW 26 Watt 4000K
641241	1780532	NW	6TH ST C/O BAY AVE NW/S	HPS0070	CH	RSW 26 Watt 4000K
641121	1780000	SW	649 6TH ST 1 LT S/O 6ST ST INSIDE VINEYARDS OF HOL	HPS0070	CH	RSW 26 Watt 4000K
641154	1782254	NE	825 CENTER AVE A/F	HPS0070	CH	RSW 26 Watt 4000K

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641721	1790546	NE	DAYTONA AVE 1 LT S/O GRANADA ST W/S	HPS0070	CH	RSW 26 Watt 4000K
641639	1789423	NW	314 FLOMICH ST	HPS0070	CH	RSW 26 Watt 4000K
641306	1781418	NE	704 AVENUE A	HPS0070	CH	RSW 26 Watt 4000K
641199	1782872	NE	842 HIBISCUS AV	HPS0070	CH	RSW 26 Watt 4000K
641066	1783697	SE	MARTHA DR C/O HOWARD DR NE/S	HPS0070	CH	RSW 26 Watt 4000K
641404	1790722	SE	201 GRANADA ST	HPS0070	CH	RSW 26 Watt 4000K
641266	1790990		1720 CORDOVA AVE	HPS0070	CH	RSW 26 Watt 4000K
641464	1781613	SE	708 CENTER AVE	HPS0070	CH	RSW 26 Watt 4000K
641208	1790185	NE	1642 RIDGE AVE	HPS0070	CH	RSW 26 Watt 4000K
641167	1780696	NE	608 BAY AVE	HPS0070	CH	RSW 26 Watt 4000K
641413	1789712	NW	1622 RIDGE	HPS0070	CH	RSW 26 Watt 4000K
641394	1782967	NE	910 MAY AVE	HPS0070	CH	RSW 26 Watt 4000K
641643	1783111		916 OLEANDER AVE	HPS0070	CH	RSW 26 Watt 4000K
641823	1778693	SE	620 3 ST	HPS0070	CH	RSW 26 Watt 4000K
641201	1785020	SW	CAVE AVE 1 LT N/O LPGA BLVD E/S	HPS0070	CH	RSW 26 Watt 4000K
641503	1787459	S	STATE AVE C/O 14TH ST NE/S	HPS0070	CH	RSW 26 Watt 4000K
641519	1782126	NW	8 ST C/O HIBISCUS AVE NW/C	HPS0070	CH	RSW 26 Watt 4000K
641627	1787201	SW	1341 STATE AVE	HPS0070	CH	RSW 26 Watt 4000K
641458	1787932	W	15TH ST C/O ESPANOLA AVE NW/S	HPS0070	CH	RSW 26 Watt 4000K
641305	1783159		941 MAY AVE	HPS0070	CH	RSW 26 Watt 4000K
641767	1782196	E	8 ST C/O ACIREMA SW/S	HPS0070	FXTRCO	RSW 26 Watt 4000K
641783	1779403	SW	314 CAVANAH DR A/F	HPS0070	SCH	RSW 26 Watt 4000K
641848	1780827	S	6TH ST C/O CENTER AVE NW/S	HPS0070	SCH	RSW 26 Watt 4000K
641933	1781479	SW	639 FLORIDA AVE	HPS0070	SCH	RSW 26 Watt 4000K
641605	1778330	NE	292 DAMRON AVE	HPS0070	SCH	RSW 26 Watt 4000K
641828	1782651	E	828 OLEANDER AVE	HPS0070	SCH	RSW 26 Watt 4000K
641644	1791254	E	1720 BUENA VISTA AVE	HPS0070	SCH	RSW 26 Watt 4000K
641718	1779593	SW	326 CAVANAH DR A/F	HPS0070	SCH	RSW 26 Watt 4000K
641479	1778531	NW	3RD ST C/O DAMRON AVE SW/S	HPS0070	SCH	RSW 26 Watt 4000K
641240	1778994	S	312 DIXIE DR	HPS0070	SCH	RSW 26 Watt 4000K
641692	1780046	E	612 CENTER LN	HPS0070	SCH	RSW 26 Watt 4000K
641820	1789813	NE	1623 CORDOVA AVE	HPS0070	SCH	RSW 26 Watt 4000K
641130	1778136	E	292 MICHAEL AV	HPS0070	SCH	RSW 26 Watt 4000K
641169	1778381	SE	716 3RD ST A/F	HPS0070	SCH	RSW 26 Watt 4000K
641730	1791003	S	1701 BUENA VISTA AVE	HPS0070	SCH	RSW 26 Watt 4000K
641735	1782846	SW	846 OLEANDER AV	HPS0070	SCH	RSW 26 Watt 4000K
641843	1786627	SE	WALKER ST C/O STATE AVE SW/S	HPS0070	SCH	RSW 26 Watt 4000K
641761	1783414	SW	925 JASMINE AVE	HPS0070	SCH	RSW 26 Watt 4000K
641945	1789874	NE	1615 DAYTONA AVE A/F	HPS0070	SCH	RSW 26 Watt 4000K
641737	1791431	E	1717 ARECA WAY A/F	HPS0070	SCH	RSW 26 Watt 4000K
641922	1783081	SW	901 JASMINE AVE	HPS0070	SCH	RSW 26 Watt 4000K
641830	1789010	SW	1525 RIDGE AVE	HPS0070	SCH	RSW 26 Watt 4000K
641704	1778637	SE	3RD ST C/O JEFFERY AVE SW/S	HPS0070	SCH	RSW 26 Watt 4000K
641886	1780163	NW	604 CENTER LN	HPS0070	SCH	RSW 26 Watt 4000K
641933	1788804	SW	1519 RIDGE AVE	HPS0070	SCH	RSW 26 Watt 4000K
641778	1779828	NE	620 CENTER LN	HPS0070	SCH	RSW 26 Watt 4000K
641797	1786843	W	1302 STATE AVE A/F	HPS0070	SCH	RSW 26 Watt 4000K
641705	1781120	NE	620 CENTER AVE	HPS0070	SCH	RSW 26 Watt 4000K
641748	1782236	NW	8TH ST C/O MAY AVE NW/S	HPS0070	SCH	RSW 26 Watt 4000K
641360	1778226	NE	292 TRACY AV	HPS0070	SCH	RSW 26 Watt 4000K
641070	1784810	SE	11 ST C/O CAVE AVE S/S	HPS0100	CH	RSW 41 Watt 4000K
641098	1788776	SW	1533 ESPANOLA AVE	HPS0100	CH	RSW 41 Watt 4000K
641335	1784258	SW	453 11TH ST 2 LT S/O 11TH ST INSIDE WATERWORKS W/S	HPS0200	CH	ATB2 138 Watt Black 4000K
641537	1783876	E	453 11 ST 4 LT S/O 11TH ST INSIDE WATERWORKS W/S	HPS0200	CH	ATB2 138 Watt Black 4000K
641203	1784533	S	453 11TH ST 1 LT S/O 11TH ST INSIDE WATERWORKS W/S	HPS0200	CH	ATB2 138 Watt Black 4000K
641563	1784180	SE	453 11TH ST NSIDE WATERWORKS 1 LT SE/O SL 2	HPS0200	CH	ATB2 138 Watt Black 4000K
641563	1784180		453 11TH ST NSIDE WATERWORKS 1 LT SE/O SL 2	HPS0200	CH	ATB2 138 Watt Black 4000K
641471	1783994	NE	453 11 ST 3 LT S/O 11TH ST INSIDE WATERWORKS W/S	HPS0200	CH	ATB2 138 Watt Black 4000K
641600	1783756		453 11 ST 5 LT S/O 11TH ST INSIDE WATERWORKS W/S	HPS0200	CH	ATB2 138 Watt Black 4000K
642377	1790478	NW	1635 MORAVIA AVE	HPS0070	CH	RSW 26 Watt 4000K
642328	1778938	SE	608 3 ST A/F	HPS0070	CH	RSW 26 Watt 4000K

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642064	1778813	SE	CAVANAH DR & 3 ST	HPS0070	CH	RSW 26 Watt 4000K
642140	1778460	E	288 GIBBONS AVE	HPS0070	CH	RSW 26 Watt 4000K
642397	1790809	NE	1656 BEACH DR	HPS0070	SCH	RSW 26 Watt 4000K
642096	1790896	SW	1661 MORAVIA AVE	HPS0070	SCH	RSW 26 Watt 4000K
642561	1789126	SE	155 15 PL	HPS0070	SCH	RSW 26 Watt 4000K
642082	1787929	NW	WOODWARD AVE C/O SHERWOOD SE/S	HPS0070	SCH	RSW 26 Watt 4000K
642063	1789627	NE	FLOMICH ST C/O DAYTONA AVE NW/S	HPS0070	SCH	RSW 26 Watt 4000K
642415	1789801	NW	152 FLOMICH ST	HPS0070	SCH	RSW 26 Watt 4000K
642326	1785729	SW	1111 STATE AVE	HPS0070	SCH	RSW 26 Watt 4000K
641996	1791120	NW	1677 MORAVIA AV	HPS0070	SCH	RSW 26 Watt 4000K
642421	1781097	W	6TH ST C/O VIRGINIA AVE NE/S	HPS0070	SCH	RSW 26 Watt 4000K
642520	1782307	SW	765 MAGNOLIA AVE	HPS0070	SCH	RSW 26 Watt 4000K
642333	1789059	NE	1542 DAYTONA AVE	HPS0070	SCH	RSW 26 Watt 4000K
642261	1788824	NE	1514 CORDOVA AVE	HPS0070	SCH	RSW 26 Watt 4000K
642126	1782418	NW	8TH ST C/O LAVERNA DR NE/S	HPS0070	SCH	RSW 26 Watt 4000K
642636	1780002	NW	4TH ST C/O HOPKINS AVE SE/S	HPS0070	SCH	RSW 26 Watt 4000K
642230	1789273	NE	1558 DAYTONA AVE	HPS0070	SCH	RSW 26 Watt 4000K
642223	1785957	SW	1121 STATE AVE	HPS0070	SCH	RSW 26 Watt 4000K
642456	1788415	NE	15TH ST C/O CORDOVA AVE NW/S	HPS0070	SCH	RSW 26 Watt 4000K
642528	1788194	W	218 SHERWOOD LN	HPS0070	SCH	RSW 26 Watt 4000K
641947	1789573	W	FLOMICH ST C/O CORDOVA AVE NE/S	HPS0070	SCH	RSW 26 Watt 4000K
642477	1779657	SW	315 CENTER AVE	HPS0070	SCH	RSW 26 Watt 4000K
642271	1787490	NE	1340 WOODWARD AVE	HPS0070	SCH	RSW 26 Watt 4000K
641999	1780137	NW	603 CENTER LN	HPS0070	SCH	RSW 26 Watt 4000K
642097	1786222	SW	617 STATE AV	HPS0070	SCH	RSW 26 Watt 4000K
642201	1787639	NE	1375 WOODWARD AVE A/F S/S	HPS0070	SCH	RSW 26 Watt 4000K
642153	1790262	NW	155 SCITUATE LN A/F NW/S	HPS0070	SCH	RSW 26 Watt 4000K
642632	1783272	S	847 GROVE AV	HPS0070	SCH	RSW 26 Watt 4000K
642439	1782568	NW	8TH ST C/O MAGNOLIA AVE NE/S	HPS0070	SCH	RSW 26 Watt 4000K
642592	1789474	NE	1586 MORAVIA AVE	HPS0070	SCH	RSW 26 Watt 4000K
642241	1781366	E	622 VIRGINIA AV	HPS0070	SCH	RSW 26 Watt 4000K
642607	1781186	NW	6TH ST C/O WESTWARD CIR NW/S	HPS0070	SCH	RSW 26 Watt 4000K
642248	1782840	E	829 MAGNOLIA AV	HPS0070	SCH	RSW 26 Watt 4000K
642465	1781510	NE	640 WESTWARD CIR	HPS0070	SCH	RSW 26 Watt 4000K
642222	1782136	SW	750 LAVERNA DR	HPS0070	SCH	RSW 26 Watt 4000K
642486	1782934	NE	820 ORANGE AVE	HPS0070	SCH	RSW 26 Watt 4000K
642082	1791326	NW	122 GRANADA AV	HPS0070	SCH	RSW 26 Watt 4000K
642077	1786741	E	WALKER ST 1 LT E/O STATE AVE S/S	HPS0070	SCH	RSW 26 Watt 4000K
642338	1780468	SW	501 CARD AVE	HPS0070	SCH	RSW 26 Watt 4000K
642191	1788283	NW	241 15TH ST A/F	HPS0070	SCH	RSW 26 Watt 4000K
642437	1788843	E	1526 DAYTONA AVE	HPS0070	SCH	RSW 26 Watt 4000K
642588	1780264	NE	543 CORPORATION ST	HPS0070	SCH	RSW 26 Watt 4000K
642180	1780987	W	6TH ST C/O FLORIDA AVE NE/S	HPS0070	SCH	RSW 26 Watt 4000K
641972	1782344	NW	8TH ST C/O OLEANDER AVE NW/S	HPS0070	SCH	RSW 26 Watt 4000K
642454	1787669	NE	1356 HOLLY AV	HPS0070	SCH	RSW 26 Watt 4000K
642016	1789299	NE	1538 CORDOVA AVE	HPS0070	SCH	RSW 26 Watt 4000K
642488	1790147	SW	1621 MORAVIA AVE	HPS0070	SCH	RSW 26 Watt 4000K
642263	1788069	W	240 SHERWOOD LN	HPS0070	SCH	RSW 26 Watt 4000K
642600	1780795	W	543 JACOBSEN DR	HPS0070	SCH	RSW 26 Watt 4000K
642147	1789035	NE	1526 CORDOVA AVE	HPS0070	SCH	RSW 26 Watt 4000K
642278	1789688	SE	159 FLOMICH ST	HPS0070	SCH	RSW 26 Watt 4000K
642610	1788484	NE	1500 DAYTONA AVE	HPS0070	SCH	RSW 26 Watt 4000K
642243	1791088	NW	1672 BEACH DR	HPS0070	SCH	RSW 26 Watt 4000K
642525	1786949	S	WALKER ST C/O WOODWARD AVE S/S	HPS0070	SCH	RSW 26 Watt 4000K
642166	1781629	NE	649 VIRGINIA AV	HPS0070	SCH	RSW 26 Watt 4000K
642221	1787720	SE	14 ST C/O WOODWARD AVE SW/S	HPS0070	SCH	RSW 26 Watt 4000K
642316	1779847	NE	436 CENTER AVE	HPS0070	SCH	RSW 26 Watt 4000K
642208	1787180	S	1320 WOODWARD AVE	HPS0070	SCH	RSW 26 Watt 4000K
642183	1780125	NE	450 CENTER AVE A/F @ CENTER AVE.	HPS0070	SCH	RSW 26 Watt 4000K
642519	1779422	NE	308 CENTER AVE	HPS0070	SCH	RSW 26 Watt 4000K
642035	1788572	NE	1513 RIDGE AVE	HPS0070	SCH	RSW 26 Watt 4000K
642442	1780201	E	549 CORPORATION ST	HPS0070	SCH	RSW 26 Watt 4000K
642593	1787378	SW	1328 HOLLY AVE	HPS0070	SCH	RSW 26 Watt 4000K
642349	1780686	NE	518 JACOBSEN DR	HPS0070	SCH	RSW 26 Watt 4000K
642597	1781770	NW	680 WESTWARD CIR	HPS0070	SCH	RSW 26 Watt 4000K
642362	1788613	NE	1506 CORDOVA AVE	HPS0070	SCH	RSW 26 Watt 4000K

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642386	1783155	NE	846 ORANGE AVE	HPS0070	SCH	RSW 26 Watt 4000K
642320	1781897	NE	742 LAVERNA DR	HPS0070	SCH	RSW 26 Watt 4000K
642201	1780633	E	555 JACOBSEN DR	HPS0070	SCH	RSW 26 Watt 4000K
642567	1789874	SW	139 FLOMICH ST A/F	HPS0070	SCH	RSW 26 Watt 4000K
642006	1780496	NE	580 CENTER AVE	HPS0070	SCH	RSW 26 Watt 4000K
642082	1782758	SE	511 FERNDAL ST	HPS0070	SCH	RSW 26 Watt 4000K
642495	1785544	NW	11TH ST C/O STATE AVE NE/S	HPS0070	SCH	RSW 26 Watt 4000K
642362	1787776	NW	14 ST C/O HOLLY AVE SW/S	HPS0070	SCH	RSW 26 Watt 4000K
642345	1782761	SW	817 MAGNOLIA AVE	HPS0070	SCH	RSW 26 Watt 4000K
641965	1779021	S	301 CAVANAH DR	HPS0070	SCH	RSW 26 Watt 4000K
642470	1787065	E	1310 WOODWARD AVE S/S	HPS0070	SCH	RSW 26 Watt 4000K
642612	1790819	W	RIVERSIDE DR C/O ELIZABETH ST SW/S	HPS0100	CH	RSW 41 Watt 4000K
642407	1784020	NW	10TH ST 1 LT W/O CARSWELL AVE N/S	HPS0100	OB	RSW 41 Watt 4000K
642105	1755814	S	1131 RIVERSIDE DR SL13	HPS0100	PTC	Contempo 38 Watt 4000K
642326	1791456	SW	RIVERSIDE DR C/O GRANADA ST NE/S	HPS0100	SCH	RSW 41 Watt 4000K
642494	1791058	SW	1670 RIVERSIDE DR A/F	HPS0100	SCH	RSW 41 Watt 4000K
642640	1782051	SW	735 MAGNOLIA AVE	HPS0100	SCH	RSW 41 Watt 4000K
642460	1791189	NE	1664 RIVERSIDE DR	HPS0100	SCH	RSW 41 Watt 4000K
642151	1786107	SW	1132 STATE AVE A/F	HPS0100	SCH	RSW 41 Watt 4000K
642573	1790904	SE	1650 RIVERSIDE DR	HPS0100	SCH	RSW 41 Watt 4000K
643080	1786125	SW	1129 HOLLY AVE	HPS0070	CH	RSW 26 Watt 4000K
643057	1784329	NW	10TH ST C/O STATE AVE NE/S	HPS0070	CH	RSW 26 Watt 4000K
642711	1782525	NE	714 MARLENE DR	HPS0070	CH	RSW 26 Watt 4000K
642792	1784205	NW	10TH ST C/O CARSWELL AVE NW/S	HPS0070	CH	RSW 26 Watt 4000K
642642	1785636	W	11 ST 2 LT E/O STATE AVE N/S	HPS0070	SCH	RSW 26 Watt 4000K
642758	1782962	SW	833 GROVE AVE	HPS0070	SCH	RSW 26 Watt 4000K
643118	1783528	NE	848 CARSWELL AV	HPS0070	SCH	RSW 26 Watt 4000K
642704	1783120	NE	841 GROVE AVE	HPS0070	SCH	RSW 26 Watt 4000K
643195	1788318	SW	MORAVIA AVE C/O DAYMORA PKWY	HPS0070	SCH	RSW 26 Watt 4000K
643001	1789345	NW	127 15TH PL	HPS0070	SCH	RSW 26 Watt 4000K
642994	1788632	NE	MORAVIA AVE C/O 15TH ST NW/S	HPS0070	SCH	RSW 26 Watt 4000K
643232	1781450	SE	6TH ST C/O MARLENE DR SW/S	HPS0070	SCH	RSW 26 Watt 4000K
642844	1788095	SW	1421 DAYTONA AV	HPS0070	SCH	RSW 26 Watt 4000K
643205	1786867	E	1218 DAYTONA AV	HPS0070	SCH	RSW 26 Watt 4000K
642696	1789936	NW	126 FLOMICH ST	HPS0070	SCH	RSW 26 Watt 4000K
642912	1783939	NE	930 CARSWELL AVE	HPS0070	SCH	RSW 26 Watt 4000K
643151	1782906	NW	400 8TH ST	HPS0070	SCH	RSW 26 Watt 4000K
643001	1788333	NW	191 DAYMORA PKWY	HPS0070	SCH	RSW 26 Watt 4000K
642776	1781780	S	695 MAGNOLIA AVE	HPS0070	SCH	RSW 26 Watt 4000K
642830	1786422	NW	237 12TH ST A/F	HPS0070	SCH	RSW 26 Watt 4000K
643250	1781946	NE	694 GROVE AVE	HPS0070	SCH	RSW 26 Watt 4000K
642666	1787901	SE	14TH ST C/O HIAWATHA SE/S	HPS0070	SCH	RSW 26 Watt 4000K
643120	1782261	NE	704 GROVE AVE	HPS0070	SCH	RSW 26 Watt 4000K
643090	1779588	NE	310 CLIFTON AVE	HPS0070	SCH	RSW 26 Watt 4000K
643321	1786645	SW	1200 DAYTONA AV	HPS0070	SCH	RSW 26 Watt 4000K
643005	1779763	NE	328 CLIFTON AV	HPS0070	SCH	RSW 26 Watt 4000K
643177	1780378	W	435 DOROTHY AV	HPS0070	SCH	RSW 26 Watt 4000K
642731	1787718	S	1347 HIAWATHA AVE S/S	HPS0070	SCH	RSW 26 Watt 4000K
643300	1788007	S	14 ST C/O MORAVIA AVE	HPS0070	SCH	RSW 26 Watt 4000K
643095	1787218	NE	1244 DAYTONA AV	HPS0070	SCH	RSW 26 Watt 4000K
642755	1789122	W	1548 MORAVIA AVE	HPS0070	SCH	RSW 26 Watt 4000K
642894	1787124	SE	217 WALKER ST	HPS0070	SCH	RSW 26 Watt 4000K
643154	1784120	SW	939 STATE AV	HPS0070	SCH	RSW 26 Watt 4000K
642656	1782672	NW	8TH ST C/O ORANGE AVE NW/S	HPS0070	SCH	RSW 26 Watt 4000K
642878	1780109	NW	4TH ST C/O CLIFTON AVE SE/S	HPS0070	SCH	RSW 26 Watt 4000K
642832	1786638	SW	1215 HOLLY AVE	HPS0070	SCH	RSW 26 Watt 4000K
643223	1782557	S	711 COMMERCIAL DR	HPS0070	SCH	RSW 26 Watt 4000K
642696	1779180	S	3RD ST C/O CENTER AVE NE/S	HPS0070	SCH	RSW 26 Watt 4000K
642844	1788559	NW	154 15TH ST	HPS0070	SCH	RSW 26 Watt 4000K
642847	1787472	S	1319 HIAWATHA AV	HPS0070	SCH	RSW 26 Watt 4000K
642824	1780927	NE	514 DOROTHY AV	HPS0070	SCH	RSW 26 Watt 4000K
643068	1787489	S	1317 DAYTONA AVE	HPS0070	SCH	RSW 26 Watt 4000K
642842	1788923	E	1520 MORAVIA AV	HPS0070	SCH	RSW 26 Watt 4000K
642929	1786455	S	12TH ST C/O HOLLY AVE NE/S	HPS0070	SCH	RSW 26 Watt 4000K
642957	1779301	SE	HOPKINS AVE C/O 3RD ST NE/S	HPS0070	SCH	RSW 26 Watt 4000K
642774	1786667	SW	1219 HOLLY AVE A/F	HPS0070	SCH	RSW 26 Watt 4000K

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642978	1781369	NW	6TH ST C/O MAGNOLIA AVE NE/S	HPS0070	SCH	RSW 26 Watt 4000K
642902	1781510	SW	625 MAGNOLIA AVE	HPS0070	SCH	RSW 26 Watt 4000K
642933	1779913	E	346 CLIFTON AV	HPS0070	SCH	RSW 26 Watt 4000K
643000	1787709	S	1335 DAYTONA AVE	HPS0070	SCH	RSW 26 Watt 4000K
643279	1780510	NE	415 ELSIE AV	HPS0070	SCH	RSW 26 Watt 4000K
642760	1788256	S	1435 DAYTONA AVE	HPS0070	SCH	RSW 26 Watt 4000K
642894	1780788	NE	448 DOROTHY AVE	HPS0070	SCH	RSW 26 Watt 4000K
642776	1779689	SW	313 HOPKINS AVE	HPS0070	SCH	RSW 26 Watt 4000K
642940	1782054	NE	618 MARLENE DR	HPS0070	SCH	RSW 26 Watt 4000K
642936	1782638	NE	714 GROVE AV	HPS0070	SCH	RSW 26 Watt 4000K
643194	1779360	SE	521 3RD ST	HPS0070	SCH	RSW 26 Watt 4000K
642885	1787914	NE	1354 DAYTONA AVE	HPS0070	SCH	RSW 26 Watt 4000K
643300	1787312	SE	165 WALKER ST C/O DIXIE AVE SW/S	HPS0070	SCH	RSW 26 Watt 4000K
643116	1781120	S	523 ELSIE AVE	HPS0070	SCH	RSW 26 Watt 4000K
643284	1783840	SW	915 STATE AV	HPS0070	SCH	RSW 26 Watt 4000K
642711	1786895	SE	1235 HOLLY AVE	HPS0070	SCH	RSW 26 Watt 4000K
642838	1782854	SW	802 GROVE AVE A/F	HPS0070	SCH	RSW 26 Watt 4000K
643201	1783357	NE	829 CARSWELL AVE	HPS0070	SCH	RSW 26 Watt 4000K
643238	1788127	NE	1408 MORAVIA AVE	HPS0070	SCH	RSW 26 Watt 4000K
643176	1788717	NW	130 15 ST	HPS0070	SCH	RSW 26 Watt 4000K
643107	1781708	NE	606 MARLENE DR	HPS0070	SCH	RSW 26 Watt 4000K
643023	1783709	NE	910 CARSWELL AV	HPS0070	SCH	RSW 26 Watt 4000K
643284	1780769	S	437 ELSIE AV	HPS0070	SCH	RSW 26 Watt 4000K
643143	1780240	E	364 DOROTHY AVE	HPS0070	SCH	RSW 26 Watt 4000K
643278	1779990	NE	342 DOROTHY AVE	HPS0070	SCH	RSW 26 Watt 4000K
643202	1785871	W	HOLLY AVE C/O LPGA NE/S	HPS0070	SCH	RSW 26 Watt 4000K
642822	1782297	NE	706 MARLENE DR	HPS0070	SCH	RSW 26 Watt 4000K
642913	1790300	NW	1600 RIVERSIDE DR	HPS0100	SCH	RSW 41 Watt 4000K
643157	1789750	NW	1570 RIVERSIDE DR	HPS0100	SCH	RSW 41 Watt 4000K
642811	1790425	SW	1621 RIVERSIDE DR	HPS0100	SCH	RSW 41 Watt 4000K
642985	1790084	SE	1580 RIVERSIDE DR	HPS0100	SCH	RSW 41 Watt 4000K
643270	1789527	E	1522 RIVERSIDE DR	HPS0100	SCH	RSW 41 Watt 4000K
642702	1790645	NE	1634 RIVERSIDE DR	HPS0100	SCH	RSW 41 Watt 4000K
642931	1785046	N	1056 RIDGEWOOD AVE 2ND LT DIRECTLY W/O RIGDEWOOD AVE IN MI	HPS0150	CH	XSP2 102 Watt 4000K
642745	1784937	SE	1056 RIDGEWOOD AVE NE FARTHEST LT IN PARK N/S OF DRIVEWAY	HPS0150	CH	XSP2 102 Watt 4000K
642931	1785046	NW	1056 RIDGEWOOD AVE 2ND LT DIRECTLY W/O RIGDEWOOD AVE IN MI	HPS0150	CO	XSP2 102 Watt 4000K
642761	1784266	S	10TH ST C/O CARSWELL AVE 1 LT NORTH	HPS0150	SCH	XSP2 102 Watt 4000K
642914	1785218	SE	1056 RIDGEWOOD AVE 2LT N/O ENTRANCE TO PARK E/S	HPS0150	SCH	XSP2 102 Watt 4000K
643015	1785095	S	1056 RIDGEWOOD AVE 1 LT E/O BASKETBALL COURT	HPS0150	SCH	XSP2 102 Watt 4000K
643065	1785010	N	1056 RIDGEWOOD AVE W/O BASKETBALL COURT	HPS0150	SCH	XSP2 102 Watt 4000K
642756	1785172	SE	1056 RIDGEWOOD AVE 2ND LT E/O BALLFIELDS N/S OF DRIVEWAY	HPS0150	SCH	XSP2 102 Watt 4000K
642834	1785003	NE	1056 RIDGEWOOD AVE SL FARTHEST WEST IN MIDDLE OF PARK ES/O	HPS0150	SCH	XSP2 102 Watt 4000K
642966	1784908	S	RIDGEWOOD AVE 1 LT N/O CALLE GRANDE ST E/S	HPS0200	CH	ATB2 138 Watt Black 4000K
642922	1784812	SW	1108 RIDGEWOOD AVE	HPS0200	CH	ATB2 138 Watt Black 4000K
643070	1784905	SW	555 RIDGEWOOD AVE	HPS0200	SCH	ATB2 138 Watt Black 4000K
643492	1784940	NW	1018 HARTFORD AVE N/O	HPS0070	CH	RSW 26 Watt 4000K
643673	1785613	NE	1050 DAYTONA AVE	HPS0070	CH	RSW 26 Watt 4000K
643754	1785453	NE	1064 DAYTONA AVE N/O	HPS0070	CH	RSW 26 Watt 4000K
644042	1780323	SW	308 SUNSET DR A/F	HPS0070	CH	RSW 26 Watt 4000K
643875	1785200	SW	1064 DAYTONA AVE	HPS0070	CH	RSW 26 Watt 4000K
643608	1785851	SW	1081 DAYTONA AV	HPS0070	CH	RSW 26 Watt 4000K
643972	1785003	NE	1020 DAYTONA AVE	HPS0070	CH	RSW 26 Watt 4000K
643376	1786334	E	1126 DAYTONA AV	HPS0070	CH	RSW 26 Watt 4000K
644292	1783416	SE	749 8TH ST	HPS0070	OB	RSW 26 Watt 4000K
643597	1780116	S	339 ELSIE AV	HPS0070	SCH	RSW 26 Watt 4000K
643381	1788807	NW	118 15TH ST E/S	HPS0070	SCH	RSW 26 Watt 4000K
643933	1786212	NW	136 LPGA BLVD	HPS0070	SCH	RSW 26 Watt 4000K
643896	1782567	SW	705 STATE AVE	HPS0070	SCH	RSW 26 Watt 4000K
644142	1781669	SW	541 CARSWELL AVE	HPS0070	SCH	RSW 26 Watt 4000K

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643821	1784276	NE	920 HARTFORD AVE	HPS0070	SCH	RSW 26 Watt 4000K
643929	1784016	NW	9TH ST C/O HARTFORD AVE NE/S	HPS0070	SCH	RSW 26 Watt 4000K
643647	1783105	NW	8TH ST C/O STATE AVE SE/S	HPS0070	SCH	RSW 26 Watt 4000K
644031	1781868	NW	601 6TH ST	HPS0070	SCH	RSW 26 Watt 4000K
643375	1782971	N	8TH ST C/O CARSWELL AVE SW/S	HPS0070	SCH	RSW 26 Watt 4000K
643709	1782967	W	737 STATE AVE	HPS0070	SCH	RSW 26 Watt 4000K
644068	1786275	NW	124 LPGA BLVD	HPS0070	SCH	RSW 26 Watt 4000K
643707	1782368	SW	643 CARSWELL AVE	HPS0070	SCH	RSW 26 Watt 4000K
643531	1783346	SW	822 STATE AVE	HPS0070	SCH	RSW 26 Watt 4000K
643749	1786122	W	150 LPGA BLVD	HPS0070	SCH	RSW 26 Watt 4000K
643917	1786889	NW	141 12 ST	HPS0070	SCH	RSW 26 Watt 4000K
643875	1785200	NE	1046 DAYTONA AVE	HPS0070	SCH	RSW 26 Watt 4000K
644101	1784278	SW	913 AVONDALE AVE	HPS0070	SCH	RSW 26 Watt 4000K
643687	1786761	NW	155 12 ST	HPS0070	SCH	RSW 26 Watt 4000K
643414	1783575	SW	845 STATE AV	HPS0070	SCH	RSW 26 Watt 4000K
643399	1787857	S	1331 MORAVIA AV	HPS0070	SCH	RSW 26 Watt 4000K
644230	1784562	SW	930 DAYTONA AV	HPS0070	SCH	RSW 26 Watt 4000K
643434	1780429	SW	405 ELSIE AV	HPS0070	SCH	RSW 26 Watt 4000K
644186	1785834	E	125 PETERSON CT	HPS0070	SCH	RSW 26 Watt 4000K
643500	1779504	S	3RD ST C/O STRAWBERRY LN SE/S	HPS0070	SCH	RSW 26 Watt 4000K
643617	1779273	SW	237 STRAWBERRY LN	HPS0070	SCH	RSW 26 Watt 4000K
644241	1786740	SE	115 12 ST	HPS0070	SCH	RSW 26 Watt 4000K
643358	1783119	SW	804 CARSWELL AVE	HPS0070	SCH	RSW 26 Watt 4000K
643753	1779624	S	477 3RD ST	HPS0070	SCH	RSW 26 Watt 4000K
643591	1784989	W	1046 DAYTONA AVE REAR OF SW/S	HPS0070	SCH	RSW 26 Watt 4000K
644289	1785362	NW	132 SAN ROBAR DR	HPS0070	SCH	RSW 26 Watt 4000K
644217	1786849	NE	1140 RIVERSIDE DR	HPS0070	SCH	RSW 26 Watt 4000K
644076	1782186	SW	1136 STATE AVE A/F NE/S	HPS0070	SCH	RSW 26 Watt 4000K
643480	1785991	W	DAYTONA AVE C/O LPGA BLVD NW/S	HPS0070	SCH	RSW 26 Watt 4000K
643677	1784623	NW	10TH ST C/O HARTFORD AVE NW/S	HPS0070	SCH	RSW 26 Watt 4000K
644178	1784134	NW	9TH ST C/O AVONDALE NE/S	HPS0070	SCH	RSW 26 Watt 4000K
643487	1779775	SE	312 DOROTHY AV	HPS0070	SCH	RSW 26 Watt 4000K
643987	1784517	S	934 AVONDALE AVE ACROSS FROM	HPS0070	SCH	RSW 26 Watt 4000K
643900	1787039	E	1214 FLORENCE CT	HPS0070	SCH	RSW 26 Watt 4000K
643654	1787827	E	1320 FLORENCE CT	HPS0070	SCH	RSW 26 Watt 4000K
643703	1779899	SW	319 ELSIE AV	HPS0070	SCH	RSW 26 Watt 4000K
643585	1787278	S	1237 MORAVIA AVE	HPS0070	SCH	RSW 26 Watt 4000K
643608	1788156	NE	136 14TH ST	HPS0070	SCH	RSW 26 Watt 4000K
644150	1779828	SE	429 3RD ST	HPS0070	SCH	RSW 26 Watt 4000K
643693	1779102	SW	230 STRAWBERRY LN A/F	HPS0070	SCH	RSW 26 Watt 4000K
643773	1787548	SE	119 WALKER ST	HPS0070	SCH	RSW 26 Watt 4000K
643634	1787127	S	1225 MORAVIA AV	HPS0070	SCH	RSW 26 Watt 4000K
643745	1781371	NW	405 6TH ST 1 LT S/O 6TH ST	HPS0070	SCH	RSW 26 Watt 4000K
644171	1780054	SW	357 SUNSET DR S/S	HPS0070	SCH	RSW 26 Watt 4000K
643626	1781701	SW	COMMERCIAL DR C/O 6TH ST NE/S	HPS0070	SCH	RSW 26 Watt 4000K
643394	1787007	E	1220 DIXIE AVE	HPS0070	SCH	RSW 26 Watt 4000K
643898	1784718	S	10TH ST C/O AVONDALE AVE NE/S	HPS0070	SCH	RSW 26 Watt 4000K
643866	1781788	NW	6TH ST 1 LT W/O CARSWELL AVE N/S BY TRAIN TRAC	HPS0070	SCH	RSW 26 Watt 4000K
643537	1787431	SE	139 WALKER ST C/O MORAVA AVE SE/S	HPS0070	SCH	RSW 26 Watt 4000K
644257	1784405	NE	916 DAYTONA AVE	HPS0070	SCH	RSW 26 Watt 4000K
643692	1781640	SE	405 6TH ST	HPS0070	SCH	RSW 26 Watt 4000K
643846	1782073	SW	621 CARSWELL	HPS0070	SCH	RSW 26 Watt 4000K
644065	1784814	NW	DAYTONA AVE C/O 10TH ST NW/S	HPS0070	SCH	RSW 26 Watt 4000K
643807	1787327	S	1236 FLORENCE CT S/S	HPS0070	SCH	RSW 26 Watt 4000K
643943	1782448	S	641 STATE AVE	HPS0070	SCH	RSW 26 Watt 4000K
644003	1786931	W	121 12TH ST	HPS0070	SCH	RSW 26 Watt 4000K
644197	1781949	NW	6TH ST C/O STATE AVE NE/S	HPS0070	SCH	RSW 26 Watt 4000K
643457	1781978	NE	612 COMMERCIAL DR	HPS0070	SCH	RSW 26 Watt 4000K
643966	1781836	NW	6TH ST C/O CARSWELL AVE NE/S	HPS0070	SCH	RSW 26 Watt 4000K
644183	1787003		1131 RIVERSIDE DR SL1	HPS0100	CH	RSW 41 Watt 4000K
644263	1786602	S	1112 RIVERSIDE DR	HPS0100	CH	RSW 41 Watt 4000K
644303	1786400	W	RIVERSIDE DR C/O LPGA BLVD NW/S	HPS0100	CH	RSW 41 Watt 4000K
644183	1787003	NW	RIVERSIDE DR C/O 12TH ST SW/S	HPS0100	SCH	RSW 41 Watt 4000K
643647	1788541	SW	1420 RIVERSIDE DR	HPS0100	SCH	RSW 41 Watt 4000K
643812	1788240	E	1336 RIVERSIDE DR N/O	HPS0100	SCH	RSW 41 Watt 4000K

Holly Hill- Selection and Phasing Sheet**Initials**

643944	1780536	SW	339 SUNSET AVE	HPS0100	SCH	RSW 41 Watt 4000K
644113	1787350	NE	1222 RIVERSIDE DR	HPS0100	SCH	RSW 41 Watt 4000K
643945	1787893	E	1314 RIVERSIDE DR	HPS0100	SCH	RSW 41 Watt 4000K
643494	1788858	NE	1500 RIVERSIDE DR	HPS0100	SCH	RSW 41 Watt 4000K
644011	1787657	NE	RIVERSIDE DR C/O WALKER ST SW/S	HPS0100	SCH	RSW 41 Watt 4000K
645066	1782364	NW	208 6 ST	HPS0070	CH	RSW 26 Watt 4000K
644343	1784221	NE	DAYTONA AVE C/O 9TH ST NW/S	HPS0070	SCH	RSW 26 Watt 4000K
644896	1782283	NW	220 6TH ST	HPS0070	SCH	RSW 26 Watt 4000K
645207	1781573	NE	5TH ST C/O MIRIAM AVE SW/S	HPS0070	SCH	RSW 26 Watt 4000K
645268	1780159	SE	255 BAINBRIDGE AV	HPS0070	SCH	RSW 26 Watt 4000K
644573	1784328	NW	130 9TH ST	HPS0070	SCH	RSW 26 Watt 4000K
644929	1783706	SE	123 8TH ST	HPS0070	SCH	RSW 26 Watt 4000K
644366	1783664	NE	812 AVONDALE AVE	HPS0070	SCH	RSW 26 Watt 4000K
645237	1782450	W	6TH ST C/O DAYTONA AVE NE/S	HPS0070	SCH	RSW 26 Watt 4000K
645112	1779642	SW	226 CARSWELL AVE A/F	HPS0070	SCH	RSW 26 Watt 4000K
644498	1783371	NE	740 AVONDALE AVE	HPS0070	SCH	RSW 26 Watt 4000K
644342	1784940	NE	138 10TH ST	HPS0070	SCH	RSW 26 Watt 4000K
645270	1779373	NW	2ND ST NEC CARSWELL AV	HPS0070	SCH	RSW 26 Watt 4000K
644533	1780851	SW	CARSWELL AVE 2LT N/O 3RD ST E/S	HPS0070	SCH	RSW 26 Watt 4000K
645101	1780336	NW	3RD ST C/O STATE AVE NE/S	HPS0070	SCH	RSW 26 Watt 4000K
644959	1779963	SW	251 CARSWELL AVE	HPS0070	SCH	RSW 26 Watt 4000K
644978	1783007	SW	7TH ST SEC @ DAYTONA AVE.	HPS0070	SCH	RSW 26 Watt 4000K
644624	1780660	SW	343 CARSWELL AV	HPS0070	SCH	RSW 26 Watt 4000K
645030	1780496	SW	313 STATE AV	HPS0070	SCH	RSW 26 Watt 4000K
644737	1782884	SE	225 7TH ST	HPS0070	SCH	RSW 26 Watt 4000K
645031	1779808	SW	230 CARSWELL AVE ACROSS FROM	HPS0070	SCH	RSW 26 Watt 4000K
644321	1781287	SW	505 CARSWELL AVE	HPS0070	SCH	RSW 26 Watt 4000K
645108	1782721	SW	629 DAYTONA AV	HPS0070	SCH	RSW 26 Watt 4000K
645249	1779830	NE	228 STATE AV	HPS0070	SCH	RSW 26 Watt 4000K
645038	1781991	NE	MIRIAM AVE C/O BROWNS CT NW/S	HPS0070	SCH	RSW 26 Watt 4000K
644312	1783780	NE	820 AVONDALE AVE	HPS0070	SCH	RSW 26 Watt 4000K
644427	1782964	SE	240 7TH ST A/F	HPS0070	SCH	RSW 26 Watt 4000K
644679	1783004	NE	706 AVONDALE AV	HPS0070	SCH	RSW 26 Watt 4000K
644840	1780216	NW	3RD ST C/O CARSWELL AVE NE/S	HPS0070	SCH	RSW 26 Watt 4000K
644842	1783277	SW	725 DAYTONA AV	HPS0070	SCH	RSW 26 Watt 4000K
644425	1785427	SE	227 WALKER ST W/S	HPS0070	SCH	RSW 26 Watt 4000K
644602	1783165	NE	716 AVONDALE AV	HPS0070	SCH	RSW 26 Watt 4000K
644483	1783930	NE	834 DAYTONA AV	HPS0070	SCH	RSW 26 Watt 4000K
645162	1783096	SE	135 7TH ST	HPS0070	SCH	RSW 26 Watt 4000K
645149	1780043	NE	252 STATE AV	HPS0070	SCH	RSW 26 Watt 4000K
644654	1783572	NE	DAYTONA AVE C/O 8TH ST SW/S	HPS0070	SCH	RSW 26 Watt 4000K
645118	1781774	E	519 MIRIAM AVE A/F	HPS0070	SCH	RSW 26 Watt 4000K
644451	1783486	SE	8TH ST C/O AVONDALE AVE SW/S	HPS0070	SCH	RSW 26 Watt 4000K
644800	1782241	NW	6TH ST 1 LT E/O RIDGEWOOD AV N/S	HPS0070	SCH	RSW 26 Watt 4000K
644519	1785684	NE	1036 RIVERSIDE DR	HPS0100	CH	RSW 41 Watt 4000K
644425	1786171	SW	1131 RIVERSIDE DR SL2	HPS0100	CH	RSW 41 Watt 4000K
644518	1785684	S	1040 RIVERSIDE DR C/O PETERSON SW/C	HPS0100	CH	RSW 41 Watt 4000K
644992	1786924	E	1125 RIVERSIDE DR SL7	HPS0100	PTC	Contempo 38 Watt 4000K
644618	1786449	S	1131 RIVERSIDE DR SL12	HPS0100	PTC	Contempo 38 Watt 4000K
644551	1786437		1131 RIVERSIDE DR SL11	HPS0100	PTC	Contempo 38 Watt 4000K
644463	1786415		1131 RIVERSIDE DR SL10	HPS0100	PTC	Contempo 38 Watt 4000K
644609	1786858	SE	1125 RIVERSIDE DR SL1	HPS0100	PTC	Contempo 38 Watt 4000K
644399	1786799	NW	1125 RIVERSIDE DR SL5	HPS0100	PTC	Contempo 38 Watt 4000K
644361	1786755		1131 RIVERSIDE DR SL6	HPS0100	PTC	Contempo 38 Watt 4000K
644410	1786339		1131 RIVERSIDE DR SL9	HPS0100	PTC	Contempo 38 Watt 4000K
644667	1786613		1131 RIVERSIDE DR SL5	HPS0100	PTC	Contempo 38 Watt 4000K
644556	1786642	S	1131 RIVERSIDE DR SL3	HPS0100	PTC	Contempo 38 Watt 4000K
644698	1786871	W	1125 RIVERSIDE DR SL4	HPS0100	PTC	Contempo 38 Watt 4000K
644509	1786537	W	1131 RIVERSIDE DR SL7	HPS0100	PTC	Contempo 38 Watt 4000K
644585	1786346	SW	1131 RIVERSIDE DR SL8	HPS0100	PTC	Contempo 38 Watt 4000K
644900	1786812		1125 RIVERSIDE DR SL6	HPS0100	PTC	Contempo 38 Watt 4000K
644804	1786683	S	1131 RIVERSIDE DR SL4	HPS0100	PTC	Contempo 38 Watt 4000K
644504	1786835		1125 RIVERSIDE DR SL2	HPS0100	PTC	Contempo 38 Watt 4000K
644579	1785508	NE	RIVERSIDE DR C/O SAN ROBAR DR NW/S	HPS0100	SCH	RSW 41 Watt 4000K
644817	1784765	NE	914 RIVERSIDE DR	HPS0100	SCH	RSW 41 Watt 4000K
644904	1784502	NE	RIVERSIDE DR C/O 9TH ST NW/S	HPS0100	SCH	RSW 41 Watt 4000K

Holly Hill- Selection and Phasing Sheet**Initials**

645211	1783844	NE	746 RIVERSIDE DR	HPS0100	SCH	RSW 41 Watt 4000K
644312	1785187	NE	RIVERSIDE DR C/O 10TH ST NW/S	HPS0100	SCH	RSW 41 Watt 4000K
645043	1784150	NE	820 RIVERSIDE DR	HPS0150	SCH	XSP2 102 Watt 4000K
644523	1782781	SW	645 RIDGEWOOD AVE N/S	HPS0200	CH	ATB2 138 Watt Black 4000K
646333	1779466	S	172 HIGHLAND AV	HPS0070	CH	RSW 26 Watt 4000K
646247	1781057	NE	216 DAYTONA AV	HPS0070	CH	RSW 26 Watt 4000K
645600	1782431		551 BURLEIGH AVE	HPS0070	CH	RSW 26 Watt 4000K
646533	1781891		411 SILVER BEACH DR A/F	HPS0070	CH	RSW 26 Watt 4000K
646581	1779939	E	141 2ND ST	HPS0070	CH	RSW 26 Watt 4000K
646424	1780604	NE	244 BURLEIGH AVE	HPS0070	CH	RSW 26 Watt 4000K
645553	1782710	E	105 PARK CIR	HPS0070	CH	RSW 26 Watt 4000K
645875	1781013	NE	316 DAYTONA AV	HPS0070	CH	RSW 26 Watt 4000K
646140	1781275	NE	332 BURLEIGH AVE	HPS0070	CH	RSW 26 Watt 4000K
646601	1781756	S	399 SILVER BEACH DR A/F	HPS0070	CH	RSW 26 Watt 4000K
646505	1779650	NE	170 DAYTONA AV	HPS0070	CH	RSW 26 Watt 4000K
646522	1780391		230 BURLEIGH AV	HPS0070	CH	RSW 26 Watt 4000K
646247	1781057	SW	312 BURLEIGH AV	HPS0070	CH	RSW 26 Watt 4000K
646776	1781505	S	389 SILVER BEACH DR	HPS0070	CH	RSW 26 Watt 4000K
645444	1782016	W	520 DAYTONA AV A/F	HPS0070	CH	RSW 26 Watt 4000K
646823	1779796	SW	139 BURLEIGH	HPS0070	CH	RSW 26 Watt 4000K
646500	1782076	S	415 SILVER BEACH DR A/F	HPS0070	CH	RSW 26 Watt 4000K
646424	1779257	NE	123 HIGHLAND AV A/F	HPS0070	CH	RSW 26 Watt 4000K
645937	1781702	NE	420 BURLEIGH AVE	HPS0070	CH	RSW 26 Watt 4000K
645960	1782014	SE	121 5TH ST	HPS0070	CH	RSW 26 Watt 4000K
646315	1780917	NW	302 BURLEIGH AVE	HPS0070	CH	RSW 26 Watt 4000K
646013	1781513	NW	400 BURLEIGH AVE	HPS0070	CH	RSW 26 Watt 4000K
645687	1780617	NW	224 3 ST	HPS0070	CH	RSW 26 Watt 4000K
646530	1781562	NE	393 SILVER BEACH DR A/F	HPS0070	CH	RSW 26 Watt 4000K
646193	1780346		248 DAYTONA AV	HPS0070	CH	RSW 26 Watt 4000K
646322	1779202	NW	233 OAK RIDGE DR A/F E/S	HPS0070	CH	RSW 26 Watt 4000K
645542	1778746	SW	125 CARSWELL AV	HPS0070	CH	RSW 26 Watt 4000K
645993	1780762	NW	302 DAYTONA AV C/O 3RD ST NW/S	HPS0070	CH	RSW 26 Watt 4000K
645825	1780483	W	217 ROGERS CT	HPS0070	CH	RSW 26 Watt 4000K
645543	1779127	NE	140 STATE AV	HPS0070	CH	RSW 26 Watt 4000K
646576	1779058		140 HIGHLAND AVE	HPS0070	CH	RSW 26 Watt 4000K
645702	1782142	NW	515 BURLEIGH AVE	HPS0070	CH	RSW 26 Watt 4000K
646419	1779859	NE	188 DAYTONA AV	HPS0070	CH	RSW 26 Watt 4000K
646100	1780532	SW	402 DAYTONA AV	HPS0070	CH	RSW 26 Watt 4000K
645832	1781902	E	140 5TH ST A/F	HPS0070	CH	RSW 26 Watt 4000K
646302	1780113	SW	230 DAYTONA AV	HPS0070	CH	RSW 26 Watt 4000K
646615	1780238		209 BURLEIGH AV	HPS0070	CH	RSW 26 Watt 4000K
646174	1779819		218 2ND ST	HPS0070	OB	RSW 26 Watt 4000K
646722	1779914	NE	154 BURLEIGH AV	HPS0070	RW	RSW 26 Watt 4000K
646742	1779454	NW	145 HIGH ST	HPS0070	RW	RSW 26 Watt 4000K
645348	1779981	NW	ONEONTA AVE C/O BAINBRIDGE AVE NE/S	HPS0070	SCH	RSW 26 Watt 4000K
645607	1778958	NE	152 STATE AVE	HPS0070	SCH	RSW 26 Watt 4000K
646621	1779405	NE	138 DAYTONA AVE	HPS0070	SCH	RSW 26 Watt 4000K
646753	1779176	SW	116 DAYTONA AV	HPS0070	SCH	RSW 26 Watt 4000K
645340	1783232	SE	119 7TH ST	HPS0070	SCH	RSW 26 Watt 4000K
645390	1779060	SW	151 CARSWELL AVE	HPS0070	SCH	RSW 26 Watt 4000K
645353	1781288	NE	412 MIRIAM AVE	HPS0070	SCH	RSW 26 Watt 4000K
645471	1782568	NW	140 6TH ST @ BURLEIGH AVE.	HPS0070	SCH	RSW 26 Watt 4000K
645572	1781749	NE	DAYTONA AVE C/O 5TH ST SE/S	HPS0070		RSW 26 Watt 4000K
646116	1782746	W	558 RIVERSIDE DR A/F IN PARK SE/S	HPS0100	CH	RSW 41 Watt 4000K
645977	1782901	NW	558 RIVERSIDE DR A/F NE/S OF PLAYGROUND	HPS0100	OB	RSW 41 Watt 4000K
645440	1783506	NE	716 RIVERSIDE DR	HPS0100	SCH	RSW 41 Watt 4000K
645585	1783290	NE	RIVERSIDE DR C/O 7TH ST SW/S	HPS0100	SCH	RSW 41 Watt 4000K
646229	1782033	NE	422 RIVERSIDE DR N/S	HPS0150	CH	XSP2 102 Watt 4000K
646107	1782340		520 RIVERSIDE DR S/S	HPS0150	CH	XSP2 102 Watt 4000K
646267	1781945	NE	422 RIVERSIDE DR S/S	HPS0150	CH	XSP2 102 Watt 4000K
646592	1781277	NE	312 RIVERSIDE DR	HPS0150	CH	XSP2 102 Watt 4000K
646383	1781697	NE	402 RIVERSIDE DR	HPS0150	CH	XSP2 102 Watt 4000K
646538	1781388		328 RIVERSIDE	HPS0150	CH	XSP2 102 Watt 4000K
646331	1781801	NE	410 RIVERSIDE DR	HPS0150	CH	XSP2 102 Watt 4000K
646183	1782148	NE	504 RIVERSIDE DR	HPS0150	CH	XSP2 102 Watt 4000K

Holly Hill- Selection and Phasing Sheet

Initials

Holly Hill- Selection and Phasing Sheet

Initials

Attachment: Holly_Hill_-_Selection_and_Phasing_Sheet_minus_US-1[1] (1960 : 18ST01 LED Conversion of Street Lights in the City of Holly



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

**City Commission
Agenda Item**

MEETING DATE: May 8, 2018
FROM: Valerie Manning
SUBJECT: COHH Equal Employment Opportunity Program Plan 2018
NUMBER: (ID # 2020)
APPLICANT:
PLANNER: Diane Cole

DISCUSSION:

In compliance with the U.S. Department of Justice, Office for Civil Rights, the City has updated and revised the Equal Employment Opportunity Plan of the City.

This plan is a statistical demographic analysis based on 2010 population data and the current employee population. The plan includes workforce analysis and policy goals to strive to recruit, hire and retain a diverse workforce, which is reflective of the population.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve the Equal Employment Opportunity Program.

COMMISSION GOAL:

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

MOTION:

APPROVE THE UPDATED EQUAL EMPLOYMENT OPPORTUNITY PROGRAM.

- Equal Employment Opportunity Plan 2018 Information (PDF)



EQUAL EMPLOYMENT OPPORTUNITY PLAN

EEO Coordinator and Administrator of The City of Holly Hill EEO Plan:

**Diane Cole
Human Resources Manager
The City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117
ph.: 386/248-9440
fax: 386/248-9448
email: dcole@hollyhillfl.org**

Effective Date of Plan Revision: April 27, 2018

Joseph A. Forte, City Manager

John Penny, Mayor

INTRODUCTION

BACKGROUND

The City of Holly Hill, known as the *City with a Heart*, was incorporated on July 1, 1901. The City is a little over four square miles in size, with the Halifax River as a natural border on the East.

In accordance with the 2010 Census data, the population was 11,657. The Census 2010 data considered race and ethnicity as being separate and distinct. The 2010 census data was derived from answers to the question on race that was asked of all people. The U.S. Census Bureau collects race data in accordance with guidelines provided by the U.S. Office of Management and Budget (OMB), and these data are based on self-identification.

This Equal Employment Opportunity Plan is a completed self-analysis of the City of Holly Hill's workforce information to identify the diversity of its present work force in relation to the diversity of the community's labor force.

POLICY STATEMENT

The City of Holly Hill is an Equal Opportunity Employer and is committed to the selection of the best qualified applicants in its employment practices. The City prohibits discrimination on the basis of race, color, religion, sex, age, national origin, disability, religion, age, sexual orientation or preference, marital or family status, or political affiliation. The City provides Veterans' Preference to qualified applicants pursuant to state law.

This Equal Employment Opportunity Plan encompasses all phases of personnel management, i.e. recruitment, selection and hiring; training and education; transfers and promotions; compensation and benefits; and disciplinary actions and terminations. In these areas, the City has undertaken positive action to ensure equal access to all.

The City is committed to the recruitment of a diversified work force reflective of the community's labor force. The City of Holly Hill can come to understand the values and needs of the population it serves and deliver services in a manner most acceptable by its citizens. The implementation of this program is intended to achieve the goal of Equal Employment Opportunity and to eliminate non-merit considerations in employment practices.

The City's Human Resources Manager is responsible for insuring that all applicable personnel-related issues are administered and carried out fairly and equitably and to recommend changes which will foster a positive work environment. The Human

Resources Manager shall make an analysis of the City's personnel practices to ensure that they conform to this Equal Employment Opportunity Program.

NARRATIVE UNDERUTILIZATION ANALYSIS

Based on the data obtained from the 2010 Census of the EEO State and Local Government Job Groups of the City of Daytona Beach area is comparison to the Holly Hill workforce demographics, there is an underutilization of the workforce of two or more standard deviations in the job categories listed below:

Officials and Administrators

- Black or African American females (-4.3%)
- White females (-35.5%)

Professionals

- Black or African American males (-4.4%)
- White males (-7.8%)
- Hispanic or Latino females (-3.3%)
- White females (-18.4%)

Protective Service: Sworn

- Black or African American males (-14.45%)

Protective Service: Non-Sworn

- White males (-6.4%)
- Two or more races males (-7.7%)

Administrative Support:

- White males (-28.9%)
- Black or African American females (-8.7%)

Service Maintenance

- Black or African American females (-13.4%)
- White females (-28.5%)

The City currently has no position classified in the Technician category; therefore, an analysis is not included. In comparison from the previous 2014 report, utilization increased in the categories below:

Protective Service: Sworn – Black or African American females

Service Maintenance – Black or African American males

In keeping with the City of Holly Hill's commitment to having a workforce that reflects the community it serves, the City will examine its recruitment and retention practices to attract more candidates in the underutilization areas.

Based on a review of the applicant pool for all advertised vacant positions in calendar year 2015-2016, the City received a total of 111 applications (based on completion of the optional EEO application form) represented by 4 Hispanic/Latino males; 1 Hispanic/Latino female; 2 American Indian/Alaskan Native males; 2 Two or more races

males; 8 Black/African American males and 4 Black/African American females; 59 White males and 31 White females.

Hispanic/Latino males – 3.7%
 Hispanic/Latino females - .9%
 American Indian/Native Hawaiian males – 1.8%
 Two or more races males – 1.8%
 Black /African American males – 7.2%
 Black/African American females – 3.6%
 White males – 53%
 White females – 28%

Based on the applicant pool for all advertised vacant positions in calendar year 2016-2017, the City received a total of 107 applications (based on completion of the optional EEO application form) represented by 7 Hispanic/Latino males; 1 Hispanic/Latino female; 5 Two or more races males and 2 Two or more races females; 3 Asian males; 10 Black/African American males and 4 Black/African American females; 32 White males and 43 White females.

Hispanic/Latino males – 6.5%
 Hispanic/Latino females - .9%
 Two or more races males – 4.7%
 Two or more races females – 1.9%
 Asian males – 2.8%
 Black/African American males – 9.3%
 Black/African American females – 3.7%
 White males – 30%
 White females – 40%

The composition of the applicant pool indicates an increase from all represented groups with the exception of Hispanic/Latino females and White males.

OBJECTIVES AND STEPS

SPECIFIC GOALS

The City of Holly Hill has broadened their recruitment efforts in outreaching to minorities through utilizing advertising with the enhanced use of technology. The city has an attractive and user-friendly website to advertise all vacant positions. As the need for employees in local government to possess more specialized and skilled qualifications, recruiting for applicants in these fields will require placing advertisements for positions on various organizational websites which are viewed by applicants seeking opportunities in specific fields.

Although vacancies have been limited, the City of Holly Hill will include the placement of position announcements with local, state and national minority recruiting websites and publications, colleges and universities.

The Holly Hill Police Department continues its efforts in the recruitment of minorities of all groups by participating at job fairs at local colleges and universities.

In addition, the Human Resources Manager shall:

1. Meet periodically with the department heads and supervisors to discuss any problems in meeting the objectives of this plan and consider possible solutions.
2. Serve as a liaison between local, state and federal enforcement agencies during compliance reviews.
3. Review all job descriptions, position classifications, and salary levels to ensure compliance with this program.
7. Provide and coordinate training programs to educate staff with regards to the employment of minorities and other protected groups.
8. Examine turnover and review exit interview information in evaluating compliance to equal employment opportunity acts.
9. Provide information on the City's commitment to Equal Employment Opportunity to all new hires at new employee orientation.

DISSEMINATION

The City of Holly Hill fully commits itself to provide equal opportunities to all persons without regard to race, color, or national origin, sex, age, political affiliations or beliefs, or disability.

The City of Holly Hill accepts the responsibility to have policies implemented which will create a positive and productive employment environment through recruitment of the best qualified candidates for employment from the competitive market and by providing opportunities for development, involvement and advancement within its organizational structure.

The success of the Equal Employment Opportunity Plan in achieving its stated objectives depends in part on its dissemination to the proper individuals and groups. Dissemination will include, but not be limited to, the following actions.

INTERNAL DISSEMINATION:

1. All Department Heads will receive copies of the Equal Employment Opportunity Plan.
2. Copies of the plan will be available for general review in each department and in the Human Resources Office.

EXTERNAL DISSEMINATION:

1. Post of a copy of the EEOP Utilization Report on the City's public website at www.hollyhillfl.org
2. Prospective employees will be advised of the City's policy of Equal Employment Opportunity.
3. Recruitment sources will be advised of the City's policy of Equal Employment Opportunity.
4. As is the current practice, all employment announcements and job advertisements will contain the phrase, "Equal Opportunity Employer".

EXHIBITS

AGENCY WORKFORCE

JOB CATEGORY	TOTAL	MALE						FEMALE					
		Hispanic Latino	Asian	Black or African American	White	Native Hawaiian or Other Pacific Isl.	American Indian or Alaska Native	Two or more races	Hispanic Latino	Asian	Black or African American	White	Native Hawaiian or Other Pacific Isl.
OFFICIALS/ ADMINISTRATORS	8	# %	0 0	0 0	0 0	7 88%	0 0	0 0	1 12%	0 0	0 0	0 0	0 0
PROFESSIONAL	8	# %	0 0	0 0	0 0	2 25%	0 0	0 0	0 0	0 0	1 12%	5 63%	0 0
TECHNICIANS	0	# %	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0	0 0
PROTECTIVE SERVICE: SWORN	38	# %	4 10%	0 0	0 0	29 76%	0 0	0 0	0 0	1 3%	0 0	1 3%	0 0
PROTECTIVE SERVICE: NON-SWORN	4	# %	0 0	0 0	0 0	2 50%	0 0	0 0	0 0	0 0	0 0	2 50%	0 0
ADMINISTRATIVE SUPPORT	12	# %	1 8%	0 0	1 8%	0 0	0 0	0 0	0 0	0 0	0 0	10 84%	0 0
SKILLED CRAFT	18	# %	0 0	0 0	0 0	18 100%	0 0	0 0	0 0	0 0	0 0	0 0	0 0
SERVICE MAINTENANCE	23	# %	0 0	0 0	4 18%	18 78%	0 0	0 0	1 4%	0 0	0 0	0 0	0 0
TOTAL	111												

Apr-18

UTILIZATION ANALYSIS CHART

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Source: www.factfinder.census.gov
 O State and Local Government Job Groups by Sex, and Race/Ethnicity for Worksite Geography, Total Population - City of Daytona Beach, Florida area
 O Tabulation 2006 - 2010 (5 year ACS data)

PROCEDURES FOR COMMUNICATION WITH PERSONS WITH LIMITED ENGLISH PROFICIENCY

The City of Holly Hill will take reasonable steps to ensure that persons with Limited English Proficiency (LEP) have meaningful access and an equal opportunity to participate in our services, activities, programs and other benefits. The City of Holly Hill works to ensure meaningful communication with LEP clients.

Language assistance will be provided through use of competent bilingual staff where available, staff interpreters, contracts or formal arrangements with local organizations providing interpretation or translation services, or technology and telephonic interpretation services. Staff will be provided notice of this procedure, and staff that may have direct contact with LEP individuals will be trained in effective communication techniques, including the effective use of an interpreter.

The City of Holly Hill will conduct a regular review of the language access needs of our population, as well as update and monitor the implementation of this policy and these procedures, as necessary.

PROCEDURES:

1. IDENTIFYING LEP PERSONS AND THEIR LANGUAGE

The City of Holly Hill will promptly identify the language and communication needs of the LEP person. If necessary, staff will use a language identification card (or "I speak cards," available online at www.lep.gov) or posters to determine the language.

2. OBTAINING A QUALIFIED INTEPRETER

The Human Resources Manager, or designee, will maintain a list of individuals who are bilingual:

- (a)** Maintaining an accurate and current list showing the name, language, phone number and hours of availability of bilingual staff;
- (b)** Contacting the appropriate bilingual staff member to interpret, in the event that an interpreter is needed, if an employee who speaks the needed language is available and is qualified to interpret;
- (c)** Obtaining an outside interpreter if a bilingual staff or staff interpreter is not available or does not speak the needed language.

Some LEP persons may prefer or request to use a family member or friend as an interpreter.

3. MONITORING LANGUAGE NEEDS AND IMPLEMENTATION

On an ongoing basis, the City of Holly Hill will assess changes in demographics, types of services or other needs that may require reevaluation of this policy and its procedures. In addition, the City of Holly Hill will regularly assess the efficacy of these procedures, including but not limited to mechanisms for securing interpreter services, equipment used for the delivery of language assistance, complaints filed by LEP persons, feedback from patients and community organizations, etc.

CITY OF HOLLY HILL PERSONNEL RULES AND REGULATIONS

SECTION 1 INTRODUCTORY STATEMENT

1.1 INTRODUCTORY STATEMENT

The City of Holly Hill is an equal opportunity employer and it is the policy of the City not to discriminate against any person in recruitment, examination, appointment, training, promotion, retention, or personnel action solely on the basis of race, color, national origin, sex, disability, religious creed, age, political activity, religious opinions or affiliation.

The employment of persons by the City shall be made in accordance with the Personnel Rules & Regulations of Holly Hill.

1.2 GENERAL STATEMENT

Except for those employees whose rights are addressed by collective bargaining agreements, any person covered by the competitive or noncompetitive service shall be entitled, after exhausting other channels of appeal defined in the implementing ordinances, to request a review by the civil service board of any action taken by the administration of the city government pertaining to his/her employment or employment rights established under the rules and regulations of the civil service system.

1.3 AMERICANS WITH DISABILITIES

It is the policy of the City to encourage disabled employees and applicants to come forward if reasonable accommodation is necessary to perform the job. The City strives to identify and eliminate barriers to performance.

1.4 COVERED EMPLOYEES

All non-bargaining unit employees, unless specifically negotiated.

1.5 EMPLOYEE RESPONSIBILITY FOR PERSONNEL POLICIES

All employees are responsible for becoming aware of and familiar with the policies and procedures that govern their employment with the City.

All employees are expected to report immediately to their supervisor any and all suspected violations of these policies or of any City regulation. Failure to do so may subject the employee to disciplinary action.

10.8 POLICY STATEMENT CONCERNING DISCRIMINATION AND ALL FORMS OF HARASSMENT

All employees have the right to work in an environment free of discrimination and any form of harassment or hostility based on race, religion, color, gender, age, marital/family status, national origin, or disability.

To ensure that no employee is subjected to discrimination, harassment, or hostility, the City also prohibits any offensive physical, written, or spoken conduct regarding any of these subjects, including conduct of a sexual nature. Such conduct may constitute harassment when engaged in by one employee toward another or by someone in the City in a position to influence employment decisions when:

- submission to such conduct is made either expressly or implicitly a condition of the recipient's continued employment; or
- submission to or rejection of such conduct by the recipient is used as the basis for repeated and unwelcome physical, written, or spoken conduct by either a Supervisor or any fellow employee that substantially interferes with an individual's work performance or creates what a reasonable person could consider to be an intimidating, hostile, abusive, or offensive working environment.
- Employees who engage in such behavior, which is both illegal and in violation of the City's policy, shall be subject to disciplinary action, up to dismissal, and may be personally liable for damages in the event of successful litigation against them.

Sexual harassment is a form of gender discrimination and is not considered acceptable conduct by the City. Examples of this type of harassment are defined as follows:

- .Unwelcome physical contact;
- Sexually explicit language or gestures;
- Uninvited or unwanted sexual advances;
- Offensive overall environment, including use of vulgar language, the presence of sexually explicit photographs or other materials, the telling of sexual stories, or making sexual innuendoes; or
- Any material, picture, poster, or cartoon that could be characterized as demeaning from the perspective of sex or gender.

Department Directors, managers, and supervisors are responsible within their specific organizational areas for publicizing and enforcing this policy. They should a) express strong disapproval of any form of harassment; b) support, disseminate information about, and enforce the City's policy and procedures concerning harassment; c) increase awareness of all employees about harassment through access to training targeted towards identifying all its ramifications; and d) take all complaints seriously.

If an employee believes that he is being subjected to any of these forms of harassment or believes he is being discriminated against because other employees are receiving favored treatment in exchange, for example, for sexual favors, the employee is encouraged to report such occurrences to a Department Director, the Human Resources Director (who has responsibility for administration of this policy), or the City Manager (if the complaint is against a Department Director). Any complaint will be investigated promptly, under the direction of the Human Resources Director, Department Director, City Manager, and/or legal counsel, depending upon the nature of the complaint. Upon the conclusion of the investigation, appropriate action will be taken if it is determined that violations have occurred.

A record of the complaint and the findings will become a part of a complaint investigation record, and the file will be maintained separately from employees' personnel files. Any resulting disciplinary action will become a part of the permanent personnel file of the employee receiving the disciplinary action.

At the conclusion of the investigation of a complaint, all records become public records, in accordance with applicable Florida Statutes.

Grievance Procedures

Complaints or allegations of any form of harassment shall be examined impartially and resolved promptly in accordance with the Grievance Procedures specified in the City of Holly Hill's Personnel Rules & Regulations.

Any person who files a complaint regarding discrimination or harassment will be treated courteously, the problem handled swiftly and confidentially (to the extent practical and to the extent allowed by law), and the filing of a complaint will not be used or held against the employee, nor will it have an adverse impact on his employment status. This does not preclude disciplinary action against an employee who knowingly files a false complaint.

As in all grievances, it is the employee's responsibility to factually support the allegations. You can raise concerns and make reports without fear of reprisal or retaliation, provided that your complaint was made in good faith and not for any malicious or improper purpose. Complaints of discrimination or harassment will be promptly investigated. To the extent possible, your confidentiality, that of any witness, and that of the alleged harasser will be protected against unnecessary disclosure. When the investigation is completed, you will be informed of the outcome of the investigation.

SECTION 12 GRIEVANCE PROCEDURE

12.1 GENERAL STATEMENT

Employees who believe they have been treated unfairly in their job assignments, in being given opportunities for advancement, in receiving disciplinary action, or in other aspects of their employment with the City, may file a grievance.

The following shall apply:

- Any problem or situation which may result in a grievance must first be discussed with the employee's supervisor to determine if the problem or situation can be resolved informally and that there is an understanding of the underlying reasons, causes, etc. This discussion must occur within ten (10) working days of the occurrence of the problem or situation under review.
- If the problem or situation is not resolved by informal discussions between the employee and his/her supervisor, the employee may file a formal grievance using the appropriate form, within ten (10) working days after the initial informal discussion with his/her supervisor. Each step, or level of review, with the employee's supervisors, Department Head and the City Manager, shall be accomplished within ten (10) working days.
- If the grievance is not resolved to the satisfaction of the employee after review with City Manager, the employee may appeal to the Civil Service Board. The Civil Service Board's decision will be final.
- An employee covered by the competitive or noncompetitive service (see exception below) shall be entitled, after exhausting other channels of appeal defined in the implementing ordinances, to request a review by the Civil Service Board of any action taken by the administration of the city government pertaining to his employment or employment rights established under the rules and regulations of the Civil Service System.
- Exception: All employees whose rights are addressed by collective bargaining agreements. This applies to all employees in the bargaining unit regardless of whether he/she is a dues paying member.



CITY OF HOLLY HILL

EMPLOYMENT APPLICATION

1065 Ridgewood Avenue

Holly Hill, Florida 32117

www.hollyhillfl.org

An Equal Opportunity Employer

The application must be filled out completely and accurately. PLEASE PRINT CAREFULLY or type all information. All materials submitted become the property of the City of Holly Hill and the information included is subject to public record.

Please be advised that in accordance with F.S. 119.07(5)(2)(a), the City of Holly Hill, Florida, requests, collects and maintains social security numbers for the following specific purposes: income reporting, payroll verification, group benefit and pension processing, employee background checks, drug screen test identification and employment related medical examinations.

Applications may be submitted by mail to the Human Resources Department at 1065 Ridgewood Avenue, Holly Hill, Florida 32117, or by fax to: (386) 248-9448, or hand-delivered to the Human Resources Department.

In accordance with the City's Charter, all employees shall reside within Volusia County, Florida, or if outside of Volusia County, Florida, within (30) driving miles of the municipal limits of Holly Hill, Florida.

If you need an accommodation due to a disability in order to participate in the application/selection process, please notify Human Resources at (386) 248-9440.

Position Applied for:

Name (First, Middle, Last):

Home Address:

Contact Telephone Number: _____ Email Address: _____

If hired, can you furnish proof that you are legally entitled to work in the United States? Yes ☐ No ☐

Are you interested in: Full-time ☐ Part-time ☐ employment

Veterans Preference: Preference shall be given to certain veterans and spouses as provided by Chapter 295, Laws of Florida. Are you claiming veteran's preference? Yes ☐ No ☐ (If yes, please complete the supplemental Application for Veteran's Preference Form)

EDUCATION

High School Attended: _____

Diploma: Yes ☐ No ☐ Equivalency: Yes ☐ No ☐

COLLEGE OR UNIVERSITY/VOCATIONAL OR TRADE SCHOOL

(For verification, applicants are required to provide a copy of transcripts, diplomas and/or certifications)

Name and location of college or university:

Dates Attended From: _____ To: _____

Type of Degree Received:

Certification Received:



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Major/Minor Program of Study:	
Name and location of college or university:	
Dates Attended From:	To:
Type of Degree Received:	
Certification Received:	
Major/Minor Program of Study:	
Name and location of college or university:	
Dates Attended From:	To:
Type of Degree Received:	
Certification Received:	
Major/Minor Program of Study:	
SKILLS	
Please list skills you possess relevant to the position you are applying for to include computer skills or language fluency:	
EMPLOYMENT	
Describe under the headings below any employment both full and part-time paid employment. Please designate full or part-time under duties listed. Begin with your most recent employment and work backward consecutively.	
Describe all periods of employment and periods of unemployment if longer than six months. Please list supervisory responsibilities if applicable. Use additional sheets in the same format as necessary. Resumes will not substitute for any information requested in this section.	

Employer:		Position Title:	
Address:			
Supervisors Name and Title:		Telephone No.:	
From		To	
Month:	Year:	Month:	Year:
Starting Annual Salary:		Last Annual Salary:	
Describe duties:			
Reason for Leaving:			
May we contact your present employer regarding your record of employment? Yes ☐ No ☐			
If no, please explain:			
Employer:		Position Title:	
Address:			
Supervisors Name and Title:		Telephone No.:	
From		To	
Month:	Year:	Month:	Year:
Starting Annual Salary:		Last Annual Salary:	



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Describe duties:			
Reason for Leaving:			
May we contact your present employer regarding your record of employment? Yes ☐ No ☐			
If no, please explain:			
Employer:		Position Title:	
Address:			
Supervisors Name and Title:		Telephone No.:	
From		To	
Month:	Year:	Month:	Year:
Starting Annual Salary:		Last Annual Salary:	
Describe duties:			
Reason for Leaving:			
May we contact your present employer regarding your record of employment? Yes ☐ No ☐			
If no, please explain:			
Employer:		Position Title:	
Address:			
Supervisors Name and Title:		Telephone No.:	
From		To	
Month:	Year:	Month:	Year:
Starting Annual Salary:		Last Annual Salary:	
Describe duties:			
Reason for Leaving:			
May we contact your present employer regarding your record of employment? Yes ☐ No ☐			
If no, please explain:			

CRIMINAL HISTORY INFORMATION

Have you ever been discharged or forced to resign from any position? Yes ☐ No ☐

If yes, please explain:

CRIMINAL HISTORY INFORMATION (cont'd)

Have you ever been convicted of a felony or first degree misdemeanor as an Adult or Juvenile? Yes ☐ No ☐

If yes, what charges?

Where convicted?

Date of Conviction:

Have you ever pled nolo contendere or pled guilty to a crime which is a felony or a first degree misdemeanor as an adult or juvenile? Yes ☐ No ☐

If yes, what charges?

Where convicted?

Date of Conviction:



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Have you ever had the adjudication of guilt withheld to a crime which is a felony or a first degree misdemeanor as an adult or juvenile? Yes ☐ No ☐

If yes, what charges?

Where convicted?

Date of Conviction:

(A "Yes" answer to the questions will not automatically bar you from employment. The nature, severity and date of offense in relation to the position for which you are applying will be considered.)

DRIVER LICENSE INFORMATION

Do you have a valid Florida Driver's License? Yes ☐ No ☐

Current Florida Driver's License Number:

Expiration Date:

Check One: CDL Class A ☐ , B ☐ , C ☐ , D ☐ , E ☐

Please list endorsements (if applicable):

Have you ever been employed by the City of Holly Hill? Yes ☐ No ☐

If yes, please provide dates and department:

Are you related to any City employee? Yes ☐ No ☐

If yes, give name and relation:

Are you a current or former employee covered under the exemption from public records disclosure, F.S. Section 119.07? Yes ☐ No ☐

(Law enforcement, correctional officers, firefighters, certain judges, state attorneys and assistant state attorneys, prosecutors, personnel of a government agency whose duties include revenue collection and enforcement or child support enforcement; human resources and labor relations directors, code enforcement officers and their spouses and children)?



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The space below is provided for any additional or explanatory information that you feel is necessary to complete the application for employment.

The City of Holly Hill does not discriminate on the basis of race, color, national origin, sex religion, age, disability or genetic information in employment.

I have completed this application and any attachments with the knowledge, understanding and consent that any or all items contained herein are subject to investigation prescribed by law and that omission, falsification, or misrepresentation may be grounds for rejection of this application or termination from employment. I understand that the City of Holly Hill is a drug free workplace and that applicants, as a condition for employment are subject to drug testing in accordance with federal, state and local statutes. I consent to the release of information to authorized employees of the City of Holly Hill concerning my capacity, fitness and suitability for the position applied for.

I certify that all of the statements made by me are true, complete and correct to the best of my knowledge and belief, and are made in good faith.

Signature (sign in ink): _____ Date: _____

If submitted electronically you may be required to sign this application in person at a later date.



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CITY OF HOLLY HILL E.E.O. INFORMATION FORM CONFIDENTIAL

The City of Holly Hill is an Equal Opportunity Employer and does not discriminate on the basis of race, color religion, sex, age, national origin, disability, veteran status, genetics or any other classification protected under federal law. The following information is requested to assist the City of Holly Hill in analyzing and monitoring its recruitment process in compliance with Federal Equal Employment Opportunity reporting. Although completion of this form is not required, it is encouraged in order to aid the City in our commitment to equal employment opportunity. The information will be kept separately from your application form, and will not be used for employment decisions.

Name: _____ Zip Code: _____

Position Applied for: _____ Date: _____

Female: ☐ Male: ☐ Veteran: Yes: ☐ No: ☐

RACE/ETHNIC GROUP (Please check the box that applies):

☐ **Hispanic or Latino** – Persons of Mexican, Puerto Rican, Cuban or South American or other Spanish culture or origin, regardless of race; or a mix of two or more races where at least one is Hispanic or Latino.

☐ **White (Not Hispanic or Latino)** – Persons having origins in any of the original peoples of European, North Africa or the Middle East.

☐ **Black or African American (Not Hispanic or Latino)** – Persons having origins in any of the Black racial groups of Africa.

☐ **Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino)** – Persons having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

☐ **Asian (Not Hispanic or Latino)** – Persons having origins in any of the original peoples of the Far East, Southeast Asia, or Indian subcontinent, including, for example: Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, Philippine Islands, Thailand and Vietnam.

☐ **American Indian or Alaskan Native (Not Hispanic or Latino)** – Persons having origins in any of the original peoples of North America and South America (including Central America), who maintain tribal affiliation or community attachment.

☐ **Two or More Races (Not Hispanic or Latino)** – Persons who identify with more than one of the above races.



CITY OF HOLLY HILL VETERANS' PREFERENCE CLAIM FORM

Name		Position Applied For		Today's Date
Branch of Service	Date Entered	Date Discharged	Final Rank	Character of Discharge

I am claiming Veterans' Preference based on the following (please check appropriate response):

- ☐ **1. A disabled Veteran who has served on active duty in any branch of the Armed Forces and who presently has an existing service-connected disability which is compensable under public laws administered by the DVA or is receiving compensation, disability retirement benefits, or pension by reason of public laws administered by the DVA and the Department of Defense.** You must attach a DD-214 or military discharge papers listing military status, dates of service and character of discharge AND documentation certifying a service connected disability.
- ☐ **2. The spouse of a Veteran: a) who has a total and permanent service-connected disability and who because of this disability, cannot qualify for employment; or b) who is missing in action, captured in line of duty by a hostile force, or detained or interned in line of duty by a foreign government or power.** You must attach evidence of marriage; AND a statement that you are still married to the Veteran; AND a DD-214 or applicable military discharge papers listing military status, dates of service and character of discharge; AND applicable documentation certifying the Veteran has a service connected disability; AND proof that the disabled Veteran cannot qualify for employment because of the service connected disability; AND IF APPLICABLE, certification that the active duty Veteran is listed as missing in action, captured in the line of duty or forcibly detained or interned in line of duty.
- ☐ **3. A Veteran of any war, who has served at least one day during that war time period as defined in subsection 1.01 (14) or who has been awarded a campaign or expeditionary medal. Active duty for training shall not be allowed for eligibility under this paragraph.** You must attach a DD-214 or military discharge papers listing military status, dates of service and character of discharge.
- Wartime periods include:
- | | |
|---|--|
| World War II: December 7, 1941 to December 31, 1946 | Operation Enduring Freedom: October 7, 2001 to TBD |
| Korean Conflict: June 27, 1950 to January 31, 1955 | Operation Iraqi Freedom: March 19, 2003 to TBD |
| Vietnam Era: February 28, 1961 to May 7, 1975 | Operation New Dawn: September 1, 2010 to TBD |
| Persian Gulf War: August 2, 1990 to January 2, 1992 | |
- ☐ **4. The unremarried widow or widower of a Veteran who died of a service-connected disability.** You must attach evidence of marriage; AND a statement that you remain unmarried; AND certification from the DOD or VA that your spouse died as the result of a service-connected disability.

- ☐ 5. The mother, father, legal guardian, or unremarried widow or widower of a service member who died as a result of military service under combat-related conditions as verified by the U.S. Department of Defense. You must attach certification of your relationship to the Veteran (AND for widows or widowers; that you remain unmarried); AND that the Veteran died while on duty status under combat-related conditions.
- ☐ 6. A Veteran as defined in section 1.01m (14) Florida Statutes: "Active Duty for Training" may not be allowed under this paragraph. The term "Veteran" is defined as a person who served in the active military, naval, or air service and who was discharged or released therefrom under honorable conditions only or who later received an upgraded discharge under honorable conditions. You must attach a DD-214 or military discharge papers listing military status, dates of service, and character of discharge.
- ☐ 7. A current member of any reserve component of the U.S. Armed Forces or the Florida National Guard. You must attach a letter from your Commanding Officer stating the dates of your military service to establish that you are currently active.

NOTE: Under Florida law, preference in appointment shall be given to those persons included in category 1 above, then second to 2-5, and then third to 6-7. If an applicant claiming Veterans' Preference for a vacant position is not selected, he/she may file a complaint with the Department of Veterans' Affairs, P.O. Box 31003, St. Petersburg, FL 33731. Complaint must be filed within 21 days of the applicant receiving notice of the hiring decision made by the employing agency or within three months of the date the application is filed with the employer if no notice is given.

City of Holly Hill, Florida**JOB DESCRIPTION**

JOB TITLE: Police Officer
DEPARTMENT: Police Department
DIVISION: Uniformed Patrol Division

GENERAL DESCRIPTION

Under the direct supervision of a Police Sergeant, the police officer provides all aspects of general law enforcement services to the community. This is a sworn law enforcement classification that meets and maintains all standards required by the Florida Criminal Justice Standards and Training Commission. Principal duties include response to emergencies, general and directed patrol, investigation of crimes and other non-criminal incidents, traffic enforcement and control, assisting in crime prevention activities, and other law enforcement and emergency management duties as required. A significant degree of initiative, independent judgment, and discretion is required of incumbents to develop, maintain, and successfully perform in a community-oriented, problem solving approach to policing.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The following duties are performed personally, in cooperation with the Police Sergeant, and/or in coordination with other City staff and community groups. Additional duties may be assigned.

1. Patrols a designated area in an emergency vehicle to ensure the security of life and property.
2. Answers emergency and routine calls for service regarding law enforcement matters, enforces City, County and State laws and ordinances and requests assistance as required.
3. Communicates with members of the community to solve problems and render assistance.
4. Confers with and provides assistance to other City staff and departments.
5. Personally participates in investigating criminal law violations occurring within the City of Holly Hill, obtains evidence, compiles information, prepares casework, files charging affidavits, and testifies in court hearings and related activities.

January 2013

6. Patrols City streets, parks, commercial and residential areas to preserve the peace and enforce the law, controls vehicular traffic, enforces traffic laws and ordinances, and works to prevent, detect, and investigate misdemeanors, felonies, and other criminal law violations, and otherwise serve and protect.
7. Responds to emergency calls and takes appropriate law enforcement action.
8. Interrogates criminal suspects, witnesses, and drivers; identifies and preserves physical evidence; arrests violators; investigates and renders assistance at the scene of motor vehicle crashes; summons emergency medical and ambulance services; takes measurements and draws diagrams of crime scenes and crashes; conducts follow-up investigations of crimes committed during an assigned shift; seeks out and questions victims, witnesses, and suspects; develops leads and tips; conducts searches.
9. Prepares a variety of reports, forms, and documents, reports of investigations, incident reports, crash reports, field interview cards, vehicle tow sheets, evidence reports, uniform traffic citations, etc.
10. Assists citizens with matters such as locked or stalled vehicles, crime prevention, drug resistance, traffic safety, directions, neighborhood disputes, etc.
11. Coordinates and supervises training, assignment, and professional development of subordinate officers.
12. Coordinates activities with supervisors or other City departments, exchanges information with officers in other law enforcement agencies, and obtains advice from the Command Staff regarding cases, policies, and procedures.
13. Required to perform rotating and static shift work including days, evenings, and nights, including weekends and holidays; and be available for call-back or emergency mobilization. May be required to work flexible schedules or various and changing hours.
14. Operates a motor vehicle to assist in carrying out the official business of the department.
15. Attendance at work and satisfactory performance are essential functions of this position.
16. Using excellent customer service skills establishes and maintains effective working relationships with other employees, officials, and members of the general public.

The duties listed above are intended only as an illustration of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

QUALIFICATIONS

This position is subject to the City of Holly Hill's Drug and Alcohol Testing Policy which includes: pre-employment testing, post-accident testing, random testing (certain assignments), reasonable suspicion testing, return to duty testing, and follow-up testing.

High school diploma or equivalent; and completion of the Florida CJSTC Basic Law Enforcement Training with a valid certificate; and successfully pass an extensive pre-employment background investigation, drug screen, physical/psychological evaluation, polygraph examination, physical agility assessment, and other selection and evaluation examinations.

Successful completion of the department's Field Training and Evaluation Program.

Considerable knowledge of modern law enforcement principles, procedures, techniques, and equipment; considerable knowledge of applicable laws, ordinances, and department policies, rules, regulations, and general orders; extensive knowledge of City's geography, demographics, and administration.

Ability to perform work requiring good physical conditioning; ability to communicate effectively both orally and in writing; ability to establish and maintain effective working relationships with peers, supervisors and the general public; ability to exercise sound judgment in evaluating and responding to situations and making decisions; ability to follow and give verbal and written instructions.

Must possess, or be able to obtain by date of hire, a valid Florida Driver's License without record of suspension or revocation.

Ability to meet department physical standards.

Must possess the ability to operate an emergency vehicle, police radio, handgun/shotgun/rifle and other weapons as required; baton, handcuffs, chemical agents, and other modern law enforcement equipment. Extensive use of computers for dispatching, reporting and communicating is required.

PHYSICAL DEMANDS

The employee is required to perform rotating and static shift work including days, evenings, and nights, including weekends and holidays, including call-backs and emergency mobilizations.

January 2013

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit and talk and hear. The employee is routinely required to walk, stand, use hands to touch, handle, grasp, or operate objects, controls, or tools; reach with hands and arms; climb or balance at precarious heights; stoop; kneel; crouch; or crawl; taste; and smell.

The employee will be required to go from a docile, seated position in a vehicle or office to a highly energized and dynamic position; then rapidly return to a seated or docile position.

The job is considered fast paced and physically and mentally demanding.

The employee must occasionally lift and/or move more than 100 pounds. Specific vision abilities required by the job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Employees who are required to wear eyeglasses or hearing aids may be required to sign an agreement obligating them to wear their prescribed eyeglasses, contact lenses, or hearing devices while conducting law enforcement operations or other critical tasks.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee will regularly work at all hours of the day and night, in all weather conditions, and will be routinely exposed to hazardous situations that may result in injury, death, or the use of deadly force against another person. The employee may be required to work on or around large bodies of water and/or flooded areas to include wading, swimming, and treading water.

While performing the duties of this job, the employee frequently works outside in inclement and/or rapidly changing weather conditions, including extreme heat, extreme cold, direct sunlight, high humidity, heavy rain and strong winds.

The employee occasionally works near moving mechanical parts; in high, precarious places; and with explosives, and is occasionally exposed to fumes, foul odors or airborne particles; toxic or caustic chemicals; vibration; in dark and confined spaces; and in the presence of wild and/or dangerous animals. The employee will occasionally be exposed to the presence of blood-borne pathogens, bodily fluids, and work in close physical proximity to sick, injured, and deceased persons.

January 2013

The noise level in the work environment is usually moderate; however, depending upon conditions, the employee may be subjected to loud, sustained or modulating noise levels, including but not limited to emergency vehicle sirens, gunfire, shouting, alarms and environmental sounds.

Employee Signature / Date

January 2013



Holly Hill

Demographic Profile

City Area: 3.9 square miles
 City Hall: 1065 Ridgewood Avenue
 Holly Hill, FL 32117
 ph: 386-248-9444
www.hollyhillfl.org

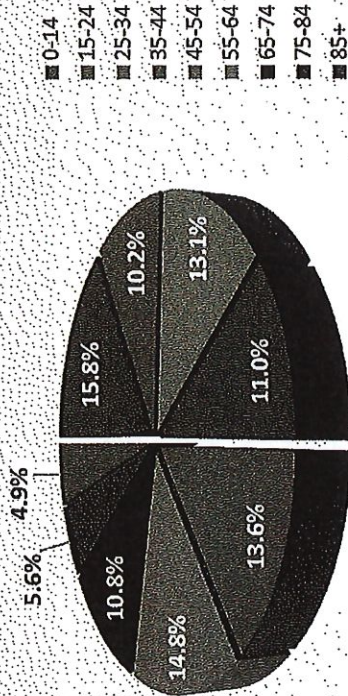
Population
 Households
 Families

Average Household Size

Owner Occupied Housing Units

Renter Occupied Housing Units

Median Age



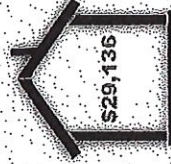
Population by Age

2010 Census	2017 Estimate	2010-2017 Trend
11,657	12,479	7.1%
5,434	5,731	5.5%
2,774	2,891	4.2%
2.1	2.2	1.4%
2,951	2,726	-7.6%
2,483	3,005	21.0%
44.3	44.8	1.1%



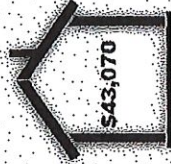
\$20,231

Per Capita Income



\$29,136

Median Household Income

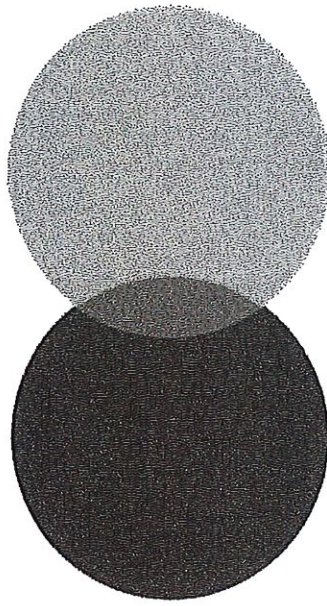
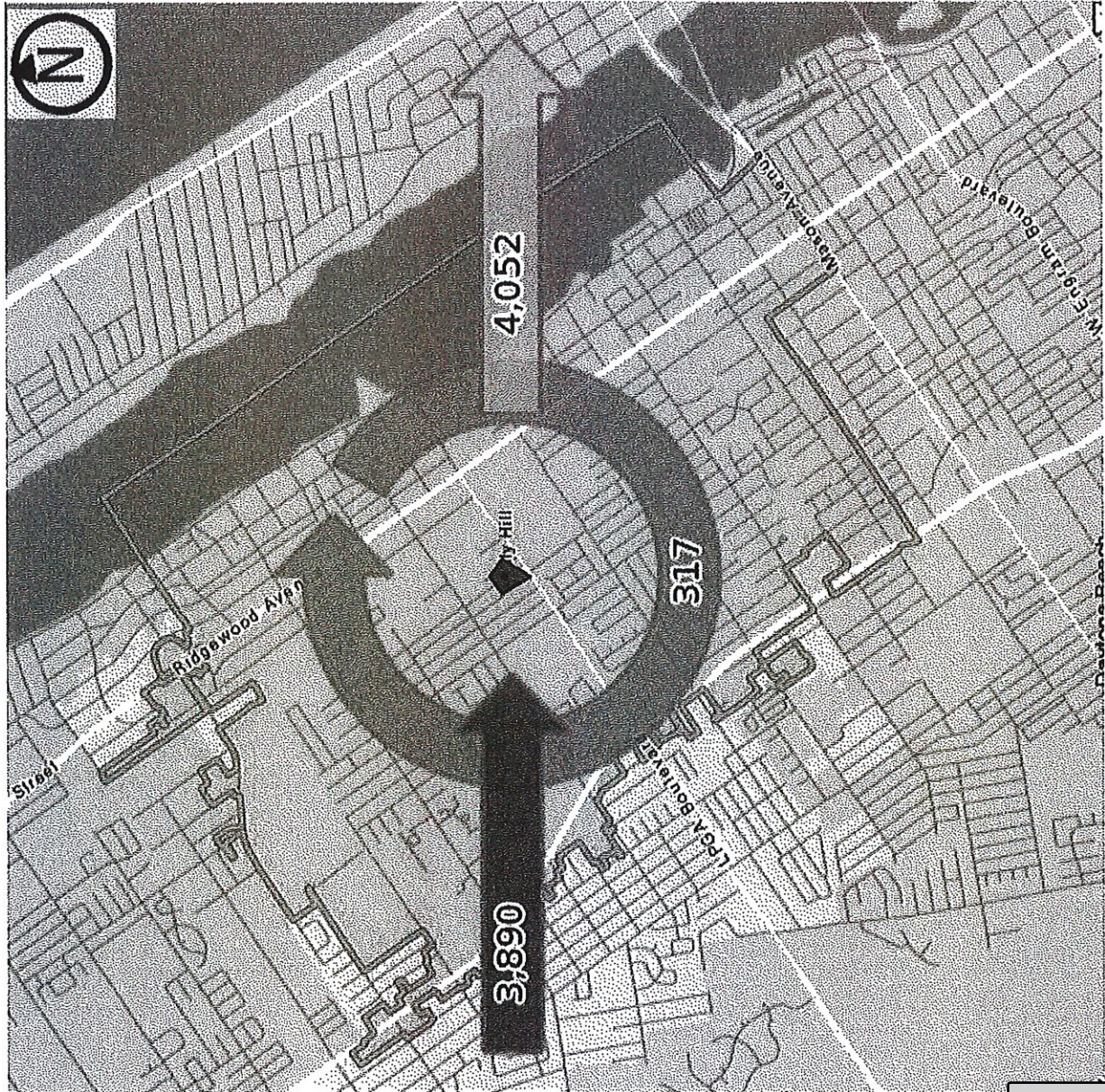


\$43,070

Average Household Income

Source: U.S. Census Bureau, Census 2010 Summary File 1. Est forecasts for 2017.

Employment Inflow/Outflow Counts – Holly Hill



3,890 - Employed in Selection Area, Live Outside
 4,052 - Live in Selection Area, Employed Outside
 317 - Employed and Live in Selection Area

Inflow/Outflow Job Counts (Primary Jobs)

	2015	Count	Share
Employed in the Selection Area		4,207	100.0%
Employed in the Selection Area but Living Outside		3,890	92.5%
Employed and Living in the Selection Area		317	7.5%
Living in the Selection Area		4,369	100.0%
Living in the Selection Area but Employed Outside		4,052	92.7%
Living and Employed in the Selection Area		317	7.3%



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

**City Commission
Agenda Item**

MEETING DATE: May 8, 2018
FROM: Valerie Manning
SUBJECT: Sign Easement Agreement with RNR CenterCorp, LLC
NUMBER: (ID # 2017)
APPLICANT:
PLANNER:

DISCUSSION:

This is a request to approve a sign easement agreement for one of the city's Gateway signs to be located at the 7-Eleven, Inc., store #38184 located at the corner of Nova Road and LPGA Boulevard.

RNR CenterCorp, LLC is desirous of placing, maintaining and reserving certain sign improvements within the area identified on Exhibit "B" in the agreement, attached hereto, and wish to document the terms of the easements be granted.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve sign easement agreement as submitted.

COMMISSION

GOAL:

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

MOTION:

As determined by the City Commission.

- EASEMENT AGREEMENT with RNR Center Corp., LLC - May 8 Agenda Info (PDF)

PREPARED BY AND
WHEN RECORDED MAIL TO:

Kopelowitz Ostrow P.A.
 c/o Kenneth P. Wurtenberger, Esq.
 One West Las Olas Blvd, Ste. 500
 Fort Lauderdale, FL 33301

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

SIGN EASEMENT AGREEMENT

THIS SIGN EASEMENT AGREEMENT (the "**Agreement**") is made as of the ____ day of _____, 2018 (the "**Effective Date**"), by and between **RNR CENTERCORP, LLC**, a Florida limited liability company ("**Grantor**"), whose address is 600 Loring Avenue, Salem, MA 01970, and the CITY OF HOLLY HILL, a municipal corporation existing under the laws of the State of Florida of the County of Volusia, State of Florida, whose address is 1065 Ridgewood Ave., Holly Hill, Florida 32117 ("**Grantee**").

RECITALS

WHEREAS, Grantor owns in fee simple certain real property described on Exhibit "A" attached hereto (the "**Property**"); and

WHEREAS, Grantee is desirous of placing, maintaining and reserving certain sign improvements (the "**Improvements**") within the area identified on Exhibit "B" attached hereto (the "**Sign Easement**"); and

WHEREAS, Grantor agrees that the Improvements may be placed and maintained within the Sign Easement by Grantee; and

WHEREAS, Grantor and Grantee wish to document the terms of the easements hereby granted.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and Grantee hereby covenant and agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
2. Construction. Grantee may construct the Improvements within the Sign Easement in a good and workmanlike manner and in compliance with applicable governmental requirements, at Grantee's sole cost and expense, to the extent the same is permitted by applicable laws, rules, and ordinances and that Grantee is able to obtain all required permits and approvals for such signage using commercially reasonable efforts.
3. Grant of Easements. Upon completion of the construction referenced in Section 2 above, Grantor hereby grants and conveys to Grantee the following easements:
 - a. A non-exclusive easement to install, repair, re-install, and maintain the Improvements within the Sign Easement and to install, repair, re-install, and maintain related landscaping in the immediate vicinity of the Improvements. Grantee shall obtain, at its sole cost and expense, any necessary permits, approvals and licenses required for the Improvements prior to installation of such signage. Notwithstanding the foregoing, Grantee acknowledges and agrees that the Improvements and any related landscaping shall be installed and located in such a manner which will not detract from the visibility of Grantor's signs or location, and that Grantor shall have the right to review and approve plans and specifications for the Improvements and related landscaping, which approval shall not be unreasonably withheld, conditioned, or delayed.
 - b. A non-exclusive perpetual easement and right of access across the Property to the Improvements and the landscaping related thereto for the purpose of installing, repairing, re-installing, and maintaining the Improvements and the landscaping related thereto, as set forth above.
 - c. In no event shall Grantee's use of the Property as permitted hereunder interfere with Grantor's business operations at the Property, including, but not limited to, access to and visibility of the Property.
4. No Other Signs. Except as provided herein, Grantee shall have no right to erect or maintain any other signs, identifications, advertisements, representations, or similar such depictions on any other portion of the Property.
5. Maintenance Requirements. Grantee shall be solely responsible for the maintenance and repair of the Improvements and the landscaping related thereto, all of which shall be kept in good repair in a "first-class manner" at Grantee's sole cost and expense. Additionally, in the event the same are separately metered, Grantee shall be solely responsible for all regularly occurring costs associated with the provision of water and electricity to the Improvements, and an account(s) shall be established in Grantee's name for such charges.

6. Run with the Land. Every obligation of this Agreement shall run with the Property and shall be binding upon the parties, and their respective successors, assigns, mortgagees, and tenants.
7. Amendment. This Agreement may be amended or modified only by written agreement of the parties hereto, executed, acknowledged and duly recorded in the office of the county recorder for the county in which the Property is located.
8. No Waiver. It is expressly agreed that no breach, whether or not material, of the provisions of this Agreement shall entitle the owner of the Property to cancel, rescind or otherwise terminate the easements granted herein, but such limitation shall not affect in any manner any other rights or remedies which either party may have hereunder by reason of any breach of the provisions of this Agreement.
9. Notice. Any notice or other communication permitted or required to be given hereunder by one party to the other shall be in writing and shall be hand or courier delivered, mailed by registered or certified United States Mail, postage prepaid, return receipt requested, at the address specified below or at such other address as may hereafter be designated in writing by any such party, to wit:

To Grantor: RNR Centercorp, LLC
 c/o Andrew B. Rose
 c/o Centercorp Retail Properties, Inc.
 600 Loring Avenue
 Salem, Massachusetts 01970

With a copy to: Kenneth P. Wurtenberger, Esq.
 Kopelowitz Ostrow P.A.
 One West Las Olas Blvd, Suite 500
 Fort Lauderdale, FL 33301

To Grantee: City of Holly Hill
 1065 Ridgewood Avenue
 Holly Hill, Florida 32117

10. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.
11. Attorney Fees. If it shall be necessary for either party to this Agreement to bring suit to construe, interpret or enforce any provisions hereof or for damages on account of any breach of this Agreement, the prevailing party on any issue in any such litigation and any appeals therefrom shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs and expenses of such litigation and reasonable attorneys' fees as fixed by the court.

12. Recording. This Sign Easement Agreement may be recorded in the Public Records of Volusia County, Florida, and cost of so recording shall be borne by Grantee.
13. Governing Laws. This Sign Easement Agreement shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereunto have set their respective authorized signatures on the day and year first written above.

GRANTOR:

RNR CENTERCORP, LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, as _____ of **RNR Centercorp, LLC**, a limited liability company, on behalf of the limited liability company. He/She is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)

GRANTEE:

CITY OF HOLLY HILL,
a Florida municipality

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, as _____ of the CITY OF HOLLY HILL, a Florida municipality, on behalf of the municipality. He/She is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)

EXHIBIT "A"**LEGAL DESCRIPTION**

The land referred to herein below is situated in the County of Orange, State of Florida, and is described as follows:

PARCEL #1

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERN RIGHT-OF-WAY OF 11TH ST. AND THE WESTERN RIGHT-OF-WAY LINE OF CANAL RD. (ST. RD. 5A) AND RUNNING THENCE IN A SOUTHERN DIRECTION ALONG THE WESTERN RIGHT-OF-WAY LINE OF CANAL RD. (ST. RD. 5A) A DISTANCE OF TWO HUNDRED (200) FEET TO A POINT; THENCE IN A WESTERLY DIRECTION AND FORMING AN INTERIOR ANGLE OF 90 DEGREES WITH THE PRECEDING LINE A DISTANCE OF ONE HUNDRED FIFTY (150) FEET TO A POINT; THENCE IN A NORTHERLY DIRECTION AND FORMING AN INTERIOR ANGLE OF 90 DEGREES WITH THE PRECEDING LINE A DISTANCE OF TWO HUNDRED (200) FEET TO A POINT; THENCE IN AN EASTERLY DIRECTION ALONG THE SOUTHERN RIGHT-OF-WAY LINE OF 11TH STREET AND FORMING AN INTERIOR ANGLE OF 90 DEGREES WITH THE PRECEDING LINE A DISTANCE OF ONE HUNDRED FIFTY (150) FEET TO THE POINT OF BEGINNING.

ALSO DESCRIBED AS:

THE NORTHERLY 200 FEET OF THE EASTERLY 150 FEET OF LOT 47, WILKERSON REPLAT OF LOTS 6 AND 7, BLOCK 4, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE PLAT OF RECORDS IN MAP BOOK 23, PAGE 112, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

**AS WELL AS AND INCLUDING:
PARCEL #2**

LOTS 45, 46, NORTH 25 FEET OF LOT 44 AND NORTH 200 FEET OF WEST 50 FEET OF LOT 47, ALL OF WILKERSON REPLAT, MAP BOOK 23, PAGE 112, PER OFFICIAL RECORDS 2430, PAGE 346, VOLUSIA COUNTY, FLORIDA.

LESS & EXCEPT THE FOLLOWING TWO PARCELS:

BEGIN AT THE NORTHWEST CORNER OF LOT 46 OF SAID WILKERSON REPLAT; THENCE NORTH 64 DEGREES 20'09" EAST ALONG THE NORTH LINE OF LOT 46 AND 47, A DISTANCE OF 274.54 FEET TO THE WEST RIGHT-OF-WAY LINE OF NOVA ROAD (S.R. 5A); THENCE SOUTH 70 DEGREES 17'36" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 35.55 FEET; THENCE, CONTINUE ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 25 DEGREES 37'58" EAST A DISTANCE OF 16.70 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 70 DEGREES 38' 54" WEST A DISTANCE OF 42.41 FEET; THENCE SOUTH 64 DEGREES 20'00" WEST A DISTANCE OF 269.52 FEET TO A POINT ON THE WEST LINE OF LOT 46; THENCE NORTH 25 DEGREES 41 '23" WEST ALONG SAID WEST LINE, A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

THAT PORTION OF: THE NORTHERLY 200 FEET OF THE EASTERLY 150 FEET OF LOT 47, LESS THAT PORTION LYING WITHIN THE EXISTING RIGHT-OF-WAY OF NOVA ROAD, WILKERSON&™ REPLAT BLOCK 4, MASON AND CARSWELL'S SUBDIVISION OF HOLLY HILL, AS RECORDED IN MAP BOOK 23, PAGE 112, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SECTION 42, TOWNSHIP 14 SOUTH, RANGE 32 EAST, LYING WITHIN THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGIN AT THE INTERSECTION OF THE EXISTING NORTHERLY RIGHT-OF-WAY LINE OF TENTH STREET AND THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF NOVA ROAD; THENCE FROM AN EXISTING IRON ROD #3794, RUN SOUTH 64 DEGREES 19'34" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 245.00 FEET; THENCE NORTH 61 DEGREES 34'27" EAST 177.12 FEET; THENCE NORTH 25 DEGREES 17'04" EAST 53.72 FEET TO A POINT ON A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 2923.79 FEET AND A CHORD BEARING NORTH 26 DEGREES 43'45" WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02 DEGREES 00'04" A DISTANCE OF 102.12 FEET; THENCE NORTH 25 DEGREES 43'43" WEST 1107.91 FEET; THENCE NORTH 70 DEGREES 40' 08" WEST 35.28 FEET; THENCE NORTH 63 DEGREES 59'33" EAST, ALONG THE EXISTING SOUTHERLY RIGHT-OF-WAY LINE OF ELEVENTH STREET, 29.92 FEET; THENCE SOUTH 70 DEGREES 56'14" EAST 28.25 FEET TO THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF NOVA ROAD; THENCE SOUTH 25 DEGREES 52'03" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF NOVA ROAD, 1257.58 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"
SIGN EASEMENT
(Attached)

Attachment: EASEMENT AGREEMENT with RNR Center Corp., LLC - May 8 Agenda Info (2017 : Sign Easement Agreement with RNR

LEGAL DESCRIPTION TO ACCOMPANY SKETCH
A PORTION OF OFFICIAL RECORDS BOOK 7422, PAGE 2334,
VOLUSIA COUNTY, FLORIDA

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 37, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA:

BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7422, PAGE 2334, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7422, PAGE 2334; THENCE NORTH 64°17'23" EAST, ALONG THE NORTH LINE OF SAID LANDS AND THE SOUTHEAST RIGHT-OF-WAY OF LPGA BOULEVARD (A.K.A. 11TH STREET), A DISTANCE OF 10.00 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE NORTH 64°17'23" EAST, ALONG SAID NORTH LINE AND SOUTHEAST RIGHT-OF-WAY, A DISTANCE OF 5.00 FEET; THENCE DEPARTING SAID NORTH LINE AND SOUTHEAST RIGHT-OF-WAY, SOUTH 25°42'37" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 64°17'23" WEST, A DISTANCE OF 5.00 FEET TO A LINE 10.00 FEET NORTHEAST OF AND PARALLEL TO THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 7422, PAGE 2334 AND ALSO BEING 10.00 FEET NORTHEAST AND PARALLEL TO THE NORTHEAST RIGHT-OF-WAY OF HICKORY AVENUE; THENCE NORTH 25°42'37" WEST, ALONG SAID PARALLEL LINE A DISTANCE OF 10.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 50 SQUARE FEET, OR 0.00115 ACRES, MORE OR LESS.

LEGEND

LB = LICENSED BUSINESS	NO. = NUMBER	R/W = RIGHT-OF-WAY
LS = LICENSED SURVEYOR	PG. = PAGE	 = SIGN EASEMENT
LTD. = LIMITED	O.R.B. = OFFICIAL RECORDS BOOK	
NAD = NORTH AMERICAN DATUM	P.O.B. = POINT OF BEGINNING	

SURVEYOR'S NOTES

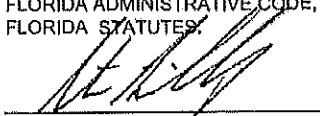
1. THE BEARINGS SHOWN HEREON REFER TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83 /2011 ADJUSTMENT) HAVING A BEARING OF NORTH 64°17'23" EAST ALONG THE SOUTHEAST RIGHT-OF-WAY OF LPGA BOULEVARD (11TH STREET).
2. OTHER MATTERS OF RECORD AFFECTING LANDS SHOWN HEREON MAY BE FOUND IN THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.

NOTE: SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION.
DESCRIPTION NOT VALID UNLESS ACCOMPANIED WITH SKETCH OF DESCRIPTION AS SHOWN ON SHEET 2 OF 2 OF THIS DOCUMENT.

THIS IS NOT A SURVEY

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE SKETCH AND DESCRIPTION SHOWN HEREON WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE" FOR SURVEYING AND MAPPING IN THE STATE OF FLORIDA AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.



STEVEN N. BRICKLEY
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE No. LS - 6841

MARCH 22, 2018
DATE OF SIGNATURE

BOWMAN CONSULTING GROUP, LTD., INC.
CORPORATION CERTIFICATE OF AUTHORIZATION No. LB 8030

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

Bowman
CONSULTING

Bowman Consulting Group, Ltd., Inc. Phone: (772) 283-1413
301 SE Ocean Blvd. Fax: (772) 220-7881
Stuart, Florida 34994 www.bowmanconsulting.com

© Bowman Consulting Group, Ltd.

Professional Surveyors and Mappers, Certificate No. LB-8030

7-ELEVEN, INC. STORE #38184

SIGN EASEMENT

VOLUSIA COUNTY

FLORIDA

PROJECT NO. 10063-02-103 REVISED DATE: 3-22-2018

DATE: FEB. 21, 2018

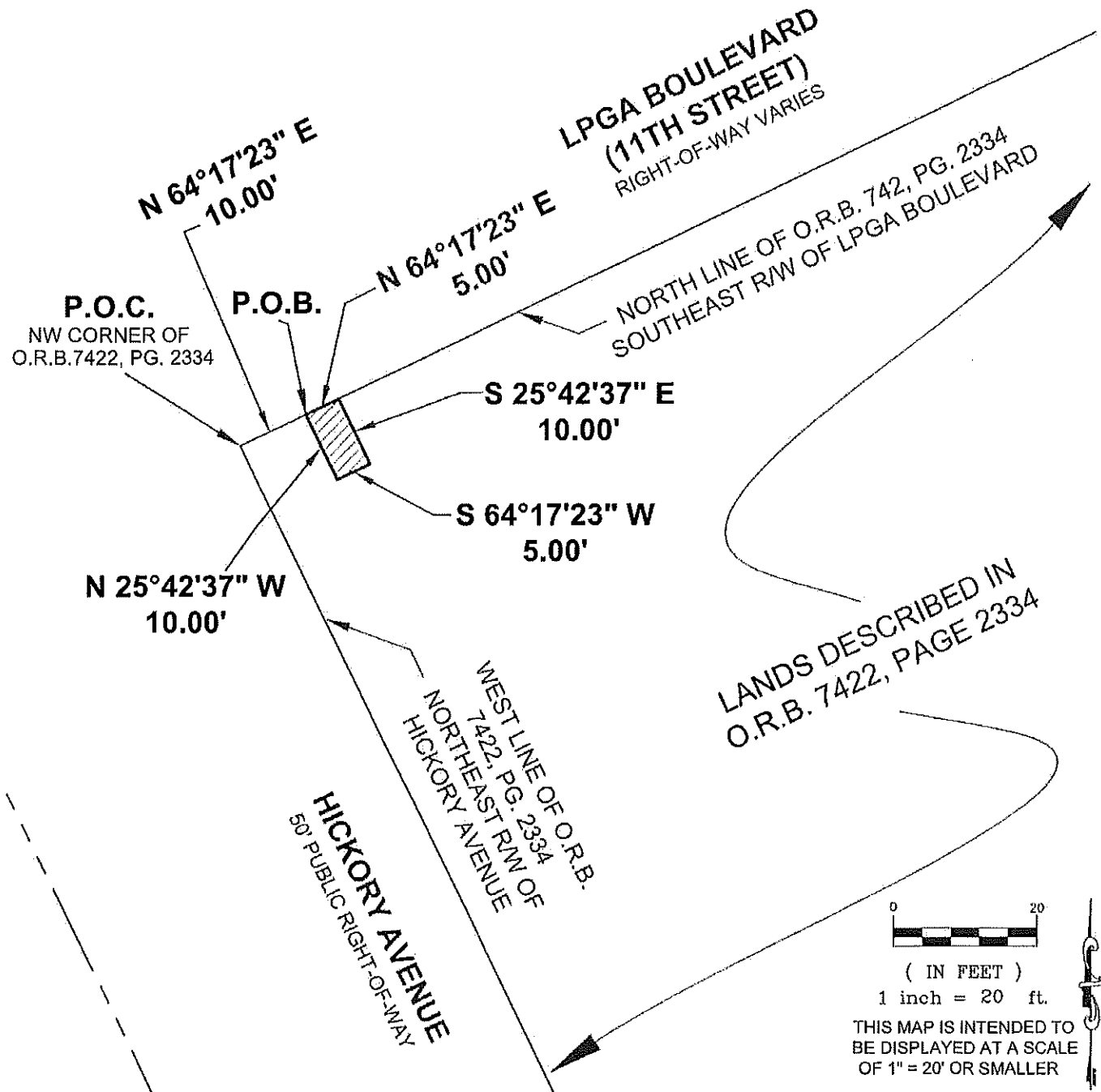
CADD FILE: 10063-SIGN-SKT.dwg

SCALE: N/A

SHEET 1 OF 2

SKETCH OF DESCRIPTION

A PORTION OF OFFICIAL RECORDS BOOK 7422, PAGE 2334,
VOLUSIA COUNTY, FLORIDA



NOTE: SEE SHEET 1 OF 2 FOR DESCRIPTION, SURVEYOR'S NOTES AND CERTIFICATION.

THIS IS NOT A SURVEY

Bowman

CONSULTING

Bowman Consulting Group, Ltd., Inc.
301 SE Ocean Blvd.
Stuart, Florida 34994

Phone: (772) 283-1413
Fax: (772) 220-7881

www.bowmanconsulting.com

© Bowman Consulting Group, Ltd.

Professional Surveyors and Mappers, Certificate No. LB-8030

7-ELEVEN, INC. STORE #38184

SIGN EASEMENT

VOLUSIA COUNTY

FLORIDA

PROJECT NO. 10063-02-103 REVISED DATE: 3-22-2018

DATE: FEB. 21, 2018

CADD FILE: 10063-SIGN-SKT.dwg

SCALE: 1"=20'

SHEET 2 OF 2



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

**City Commission
Resolution**

MEETING DATE: May 8, 2018
FROM: Antoine Khoury
SUBJECT: Resolution 2018-R-33 A Resolution of the City Commission of the City of Holly Hill, Florida, Awarding Change Order #3 in the Amount of \$39,800 to RJ Landscaping, Inc., and Authorizing the City Manager to Execute the Appropriate Contract Documents for Same; Providing for Severability; and Providing for an Effective Date.
NUMBER: (ID # 1994)
APPLICANT: Brian Walker
PLANNER:

DISCUSSION:

On October 24, 2017, the City Commission awarded a Bold Landscaping contract to RJ Landscaping Contractors, Inc., in the amount of \$839,700.00 for US1 Medians.

The City desires to utilize the existing contract unit pricing to authorize installation of two additional City Entry Signs in other areas of the City (non-FDOT right-of-way areas).

The Contractor has revised pricing for the additional City Entry Signs which has resulted in Change Order #3 increasing the original contract by \$39,800.00.

Additional time will possibly become necessary if the additional sites are not ready for the installation of the signs. One location is within a current development project. The other site requires some demolition work by others. If additional time becomes necessary, the Contractor shall request such at that time.

FISCAL ANALYSIS:

Funding for these 2 additional signs will be from the CRA account #130-5510-552-63-00

STAFF RECOMMENDATION:

Staff recommends approval of Change Order #3 in the amount of \$39,800.00.

COMMISSION GOAL:

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

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

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

MOTION:

APPROVE RESOLUTION 2018-R-33, AWARDING CHANGE ORDER #3 IN THE AMOUNT OF \$39,800.00 TO RJ LANDSCAPING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE CONTRACT DOCUMENTS FOR SAME.

ATTACHMENTS:

- Change Order #3 (PDF)

Resolution No. (ID # 1994)**RESOLUTION 2018-R-33 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING CHANGE ORDER #3 IN THE AMOUNT OF \$39,800 TO RJ LANDSCAPING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE CONTRACT DOCUMENTS FOR SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.****RESOLUTION 2018-R-33**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDING CHANGE ORDER #3 IN THE AMOUNT OF \$39,800.00 TO RJ LANDSCAPING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE CONTRACT DOCUMENTS FOR SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, The City desires to utilize the existing contract unit pricing to authorize installation of two additional City Entry Signs in other areas of the City (non-FDOT right-of-way areas); and

WHEREAS, The Contractor has revised pricing for the additional City Entry Signs which has resulted in Change Order #3 increasing the original contract by \$39,800.00; and

WHEREAS, Additional time will possibly become necessary if the additional sites are not ready for the installation of the signs. One location is within a current development project. The other site requires some demolition work by others. If additional time becomes necessary, the Contractor shall request such at that time.

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

SECTION 1. That the City Commission of the City of Holly Hill does hereby desire to utilize the existing contract unit pricing to authorize installation of two additional City Entry Signs in other areas of the City (non-FDOT right-of-way areas) resulting in Change Order #3.

SECTION 2. That the City Commission does hereby award Change Order #3 in the amount of \$39,800 to RJ Landscaping, Inc., and authorizes the City Manager to execute the appropriate contract documents.

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

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

APPROVED AND AUTHENTICATED on this 8th day of MAY, 2018.

CHANGE ORDER FORM

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

CHANGE ORDER NO. 3

CONTRACTOR: RJ Landscape Contractors, Inc.

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times:
<u>\$ 839,700.00</u>	Substantial Completion: <u>150 days, June 7, 2018</u>
	Final Completion: <u>+30 days, July 7, 2018</u>
Net changes from previous Change Orders:	Changes in contract time from previous Change Orders:
<u>\$ 114,500.00</u>	10 Days
Contract Price prior to this Change Order:	Contract Completion Date prior to this Change Order:
<u>\$ 954,200.00</u>	Substantial Completion: <u>160 days, June 17, 2018</u>
	Final Completion: <u>+30 days, July 17, 2018</u>
Net Increase (decrease) of this Change Order:	Changes in contract time requested this Change Order
<u>\$ 39,800.00</u>	0 Days
Contract Price with all approved Change Orders:	Contract Times with all approved Change Orders:
<u>\$ 994,000.00</u>	Substantial Completion: <u>160 days, June 17, 2018</u>
	Final Completion: <u>+30 days, July 17, 2018</u>

Attachment: Change Order #3 (1994 : Bold Landscaping Contract to RJ Landscaping Contractors, Inc. Change Order #3)

CHANGES ORDERED:

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

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

II. REQUIRED CHANGES:

CONTRACT PRICE: The contract amount is hereby increased by \$39,800.00

CONTRACT TIME: N/A

III. JUSTIFICATION:

CONTRACT PRICE:

The City desires to utilize the existing contract unit pricing to authorize installation of two additional City Entry Signs in other areas of the City (non-FDOT right-of-way areas). The Contractor has agreed to the extension of the contract quantities.

CONTRACT TIME:

Additional time will possibly become necessary if the additional sites are not ready for the installation of the signs. One location is within a current development project. The other site requires some demolition work by others. If additional time becomes necessary, the Contractor shall request such at that time.

- IV. PAYMENT: Payment to be made per the Contract provisions.

Acknowledgments:

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

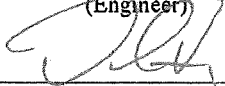
It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

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

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

RECOMMENDED BY:

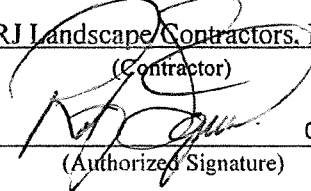
QLH, a Mead & Hunt Company
(Engineer)

By:  3/27/18
(Authorized Signature) (Date)

David King, P.E.,
Name Typed

ACCEPTED BY:

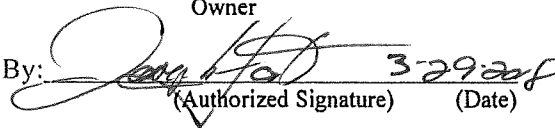
RJ Landscape Contractors, Inc.
(Contractor)

By:  03/27/2018
(Authorized Signature) (Date)

Randy Squires
Name Typed

APPROVED BY:

City of Holly Hill
Owner

By:  3-29-2018
(Authorized Signature) (Date)

Joseph A. Forte, City Manager
Name Typed

END OF SECTION

00843-3



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

**City Commission
Agenda Item**

MEETING DATE: May 8, 2018
FROM: Valerie Manning
SUBJECT: Paint the Future of Holly Hill Grant Program
NUMBER: (ID # 2021)
APPLICANT:
PLANNER: Nick Conte

DISCUSSION:

This grant-reimbursement program has been established to encourage residents and business owners to improve the aesthetics of properties located within the City's CRA District. The City of Holly Hill would provide a 50/50 match reimbursement for the purchase of painting materials and supplies up to \$5,000.

All submissions are subject to CRA Committee review. The deadline for applying is August 31, 2018 and all approved work must be completed by December 31st 2018.

FISCAL ANALYSIS:

Utilize funds from 130-5510-552.82-01

STAFF RECOMMENDATION:

Approve the "Paint The Future of Holly Hill" program as submitted by staff.

COMMISSION GOAL:

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

MOTION:

As determined by the City Commission.

- Paint The Future of Holly Hill Program (PDF)
- Sec. 114-639. Architectural styles design standards (PDF)

Paint The Future of Holly Hill



“Paint The Future of Holly Hill”

The purpose of the program is to encourage and assist residents and business owners within the Community Redevelopment Area to improve the aesthetics and appearance of their properties and to create a sense of continuity along our premier city corridors. Attractive and appealing images enhance the overall economic vitality and character of a city. Applicants may receive a 50/50 match for the purchase of painting materials and supplies up to \$5,000.

About The Program:

- The grant is available to any commercial or residential property that resides within the City’s Community Redevelopment Area. (*See CRA Map attached for more details)
- This grant is for a one-time paint improvement only, minimal repairs included.

How To Apply:

- Submit a completed grant application;
- Property owners must sign an authorization letter for tenants;
- Paint selections must meet city approved architectural and color standards. (*See attached)
- Applicant must submit a photo of their intended project. (*The photo should show the relative size of the building, condition of neglect, and the structure in relation to its surrounding buildings).

Important Application Dates:

- The deadline to submit an applications is 5:00pm **August 31st 2018**. Applications received after this date will not be considered for reimbursement;
- The City of Holly Hill will announce project awards on Friday, **September 21st 2018**;
- All exterior painting work must be completed by **December 31st 2018**;
- Work completed **after** December 31st 2018 will not be eligible for reimbursement.

At the conclusion of the program, “before and after” photos will be displayed on the City’s social media page. For more information about the **“Paint The Future of Holly Hill”** program, go online to www.hollyhillfl.org to download an application form or contact: Nick Conte at (386) 248-9446, nconte@hollyhillfl.org



“Paint The Future Of Holly Hill” Grant Application

Name of Business or Homeowner: _____

Name of Tenant: _____

Address: _____ Zip Code: _____

E-mail Address: _____

Parcel ID #: _____

Description of the Improvement(s):

Please attach the following Items:

- A Current Photo (Including the area to be improved) of the property or structure must be attached to this application.
- Minimum of three bids / estimates, or a materials cost list from the contractor or retail establishment where purchasing materials.

Continued...

Continued...

Painting: \$ _____

Minor Upgrades: \$ _____

Total Project Costs: \$ _____*Note: Maximum match amount is \$5,000*

The applicant agrees to utilize any grant funds received in strict conformance with the provisions set forth by the Community Redevelopment Agency. All Grant Applications must receive approval by CRA Review Committee before work can commence. No grants will be awarded on an application if work has been started (or completed) prior to application approval. Applicant must pay for materials/services by personal check, money order or by credit card. Work can be completed by either a licensed painter or by the applicant themselves. If an applicant chooses to perform their own work, only the cost of paint materials will be considered for reimbursement.

Only single family or two family homes will be eligible for this program

(Applicants Signature) (Date) (Phone Number)

(Co-Applicants Signature) (Date) (Phone Number)

(Printed Name)

For City Use Only

Completed Application: Yes No Current Photo Included: Yes No

Vendor Estimates Included: Yes No

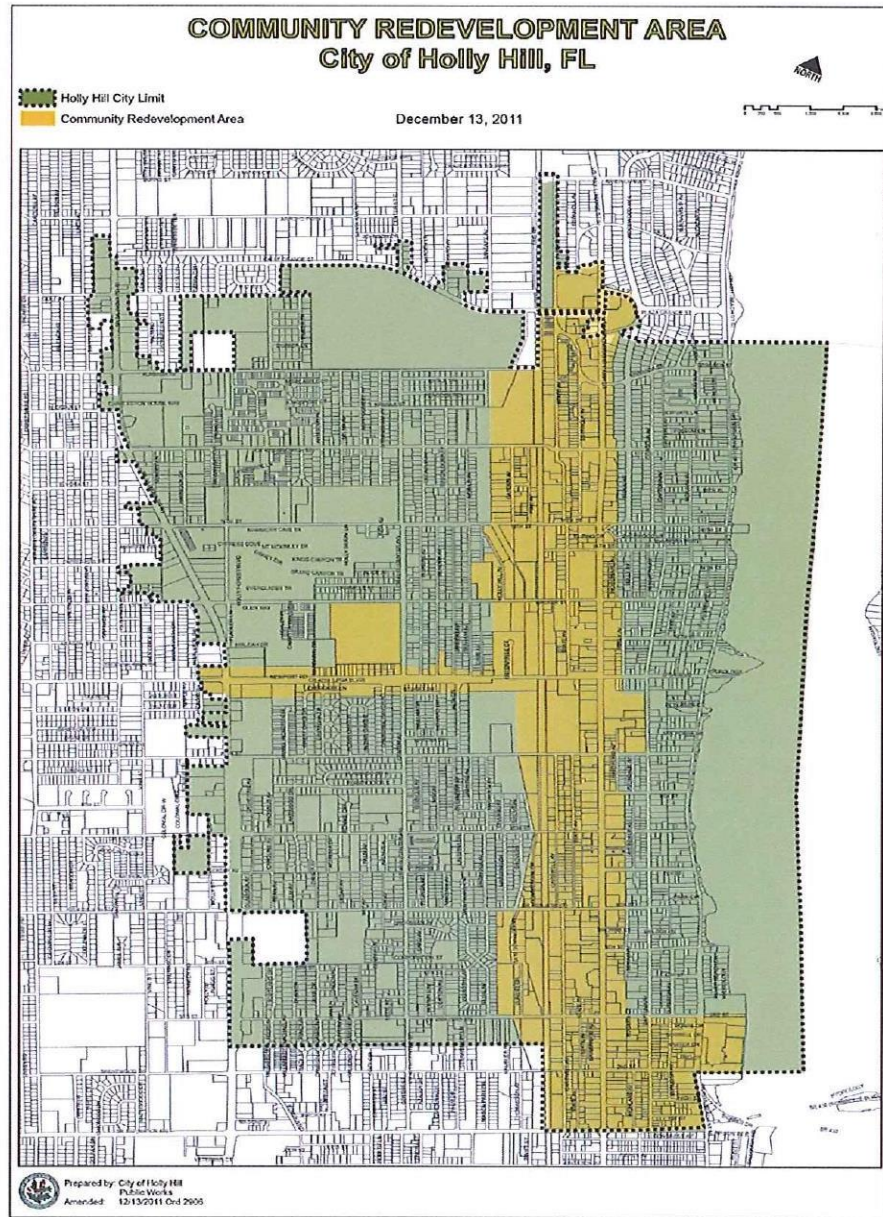
Date Received: _____

Date Approved by City: _____

Reimbursement Amount: _____

Reason For Denial By Review Committee:

Exhibit A – Community Redevelopment Area Map



To qualify for reimbursement, please see architectural and color standards below:

City Code Sec. 114-639. - Architectural styles/design standards.

For all new construction, one of the following architectural styles must be followed in the design of the project; Mediterranean, Spanish, Florida Vernacular, or Contemporary.

(Ord. No. 2721, § 1, 4-26-05)

Exterior Colors

The colors of walls, roofing, and accents such as trim and doors shall be coordinated to achieve a visually and aesthetically pleasing environment.

- Acceptable colors include light pastels, earth tones, shades of brown, brown-taupe, sandy-taupe, terra cotta, olive, sage and gray.
- No fluorescent colors or neon colors except that bright colors may be used as an accent color if covering no more than 10% of the façade and with prior approval.



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

**City Commission
Ordinance**

MEETING DATE: May 8, 2018
FROM: John McKinney
SUBJECT: Chapter 30 - FINANCE CODE OF ORDINANCES ARTICLE IV
SPECIAL ASSESSMENTS SECOND READING -
Ordinance 3003 An Ordinance of the City of Holly Hill,
Florida, Amending Chapter 30 (FINANCE), Article VI
(SPECIAL ASSESSMENT), Sections 30-80 - 30-83 Amending
Terms and Conditions of the Special Assessments for
Unreimbursed Expenses for Remediating Code Violations and
Special Assessments; Providing for Conflicting Ordinances;
Providing for Severability; and Providing for an Effective
Date.
NUMBER: (ID # 2005)
APPLICANT:
PLANNER:

DISCUSSION:

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

FISCAL ANALYSIS:

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

STAFF RECOMMENDATION:

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

COMMISSION GOAL:

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

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

MOTION:

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

HISTORY:

04/24/18

City Commission

APPROVED AT 1ST READING

Next: 05/08/18

Mayor Penny opened public participation. No one spoke.

Ordinance No. (ID # 2005)

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

ORDINANCE 3003

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

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

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

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

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

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

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

ARTICLE IV. - SPECIAL ASSESSMENT

Sec. 30-80. - Notice of assessment.

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

- (1) A description of the violation(s), a description of the actions taken by the city to remedy the violation(s), and the fact that the property has been assessed for the costs incurred by the city to remedy the violation.
- (2) The aggregate amount of such costs and an itemized list of such costs.
- (3) The intent of the city to record the assessment as a lien against the property if not paid timely, within the period of 30 days as set forth herein.
- (4) The intent of the city to place the assessment on the tax roll as a non-ad valorem assessment if not paid by ~~the following December~~ June 1.
- (5) The potential for the property to be subject to the sale of a tax certificate, bearing interest by law at a rate as high as 18 percent per annum, if the non-ad valorem assessment is not paid as part of the tax bill on the property.
- (6) The potential for the property to be sold and conveyed by tax deed if the tax certificate is redeemed by payment of the non-ad valorem assessment in full, plus interest, as required by Florida law.

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

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

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

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

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

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

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

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

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

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

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

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

197.3632(4)(b).

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

- a. The purpose of the assessment.
- b. The total amount to be levied against the parcel, which includes the actual cost incurred by the city.
- c. A statement that failure to pay the assessment will cause a tax certificate to be issued against the property, which may result in a loss of title.
- d. A statement that all affected property owners have a right to appear at the hearing and to file written objections with the local governing board within 20 days of the notice.
- e. The date, time, and place of the hearing.

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

Sec. 30-83. - Transition period.

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

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

SECTION 3. That all ordinances made in conflict with this Ordinance are hereby repealed.

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

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

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

adoption.

**APPROVED AND AUTHENTICATED on this 8th day of MAY, 2018 for
second reading.**



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

**City Commission
Ordinance**

MEETING DATE: May 8, 2018
FROM: John McKinney
SUBJECT: Chapter 30 Finance Code of Ordinances - Article III Purchasing Procedures SECOND READING - Ordinance 3004 An Ordinance of the City Commission of the City of Holly Hill, Florida, Repealing the Existing Chapter 30, "Finance" of the City of Holly Hill and Replacing it with a New Chapter 30, "Finance"; Amending Chapter 30, Article III, Purchasing Procedures of the City of Holly Hill; Providing for Legislative Findings and Intent; Repealing All Ordinances in Conflict Herewith; and Providing for Scrivener's Errors; Providing for Severability; and Providing for an Effective Date.

NUMBER: (ID # 1992)
APPLICANT:
PLANNER:

DISCUSSION:

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

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

GUIDING LAWS AND POLICIES

Chapter 30 Finance Article III

- Section 30-56 thru 30-75 Purchasing Procedures

Resolution 2018-R-xx "Purchasing Policy"

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

FISCAL ANALYSIS:

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

STAFF RECOMMENDATION:

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

COMMISSION GOAL:

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

MOTION:

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

HISTORY:

04/24/18

City Commission

APPROVED AT 1ST READING

Next: 05/08/18

Mayor Penny opened public participation. No one spoke.

Ordinance No. (ID # 1992)

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

ORDINANCE 3004

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

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

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

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

WHEREAS, the revised Chapter 30, "Finance", includes adopted reference that

the Purchasing Policy will be established by resolution of the city commission and shall be binding on the city commission and all agencies, boards, committees, departments and employees responsible to the city commission; and

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

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

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

CHAPTER 30 - Finance

Article III. Purchasing Policies & Procedures

Sec. 30-56 Purchasing Policy & Procedures

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- ~~(a) It shall be unlawful for any city officer or employee to order the purchase of any materials, supplies, equipment, and certain contractual services, or make any contract within the purview of this article other than through the purchasing agent and any purchase, order or contract made contrary to the provisions hereof shall not be approved and the city shall not be bound thereby.~~
- ~~(b) There shall be no exceptions by any using agency to the above provisions, except as may be specifically authorized by the city manager in writing stating the reasons for such exceptions.~~
- ~~(c) This section shall not apply to any emergency purchase which is subsequently approved by the purchasing agent or city manager upon justification by the using agency.~~

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

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

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

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

arbitration clauses to be included in any contract.

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

- ~~(a) All supplies, equipment and contractual services, except as otherwise provided herein, when the cost thereof shall exceed \$25,000.00, shall be purchased by formal, written contract and/or purchase order from the lowest and best responsible bidder, after due notice inviting proposals; provided, however, that the city commission shall have authority to waive execution of a formal contract in cases where it deems it advisable to do so.~~
- ~~(b) Notice inviting bids shall be published once in at least one official newspaper having general distribution in the city and at least five working days preceding the last day set for the receipt of proposals. The newspaper notice required herein shall include a general description of the articles to be purchased, shall state when and where bid blanks and specifications may be secured if required, and the time and place for opening of bids or for mandatory pre-bid meetings.~~
- ~~(c) When deemed necessary by the purchasing agent, bid deposits shall be prescribed in the public notice inviting bids. Unsuccessful bidders shall be entitled to return of surety where the agent has required such. A successful bidder shall forfeit any surety required by the purchasing agent upon failure on his part to enter into a contract within ten days after the award.~~
- ~~(d) Sealed bids shall be submitted to the purchasing agent and shall be identified as bids on the outside of the envelope. Bids shall be opened in public at the time and place stated in the public notice and shall be witnessed and recorded. A tabulation of all bids received shall be made and shall be available for public inspection.~~
- ~~(e) Cooperative and piggyback procurements.~~
 - ~~(1) Goods and services may be procured without competitive selection pursuant to a current, valid cooperative contract, provided that the prices and other terms of the city procurement must be fair and reasonable.~~
 - ~~(2) Goods and services may be procured without competitive selection pursuant to a piggyback contract subject to the following conditions:~~
 - ~~a. Where the contract being piggybacked is another local government entity's contract, the contract being piggybacked must have been the result of a competitive solicitation. Where the contract being piggybacked is with a state or federal entity, the contract being piggybacked must not have been an emergency or sole source procurement.~~
 - ~~b. The contract being piggybacked must contain a firm unit price or rates for each type of good or service being procured by the city. Piggyback contracts will not be used to make purchases based on state or federal contracts that merely contain prequalified lists of vendors without also setting forth rates or other form of firm pricing.~~
 - ~~c. All terms and conditions of the city's contract, including unit prices and rates, must be equal to or better than the terms and conditions of the contract being piggybacked.~~
- ~~(f) City direct purchase of materials for use in a contracted public works project. Procurement of~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- ~~(1) The ability, capacity and skill of the bidder to perform the contract.~~
- ~~(2) Whether the bidder can perform the contract within the time specified, without delay or interference.~~
- ~~(3) The character, integrity, reputation, judgment, experience and efficiency of the bidder.~~
- ~~(4) The quality of performance of previous contracts.~~
- ~~(5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract.~~
- ~~(6) The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.~~
- ~~(7) The quality, availability and adaptability of the supplies, or contractual services, to the particular use required.~~
- ~~(8) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.~~
- ~~(9) The number and scope of conditions attached to the bid.~~

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

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

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

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

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

- ~~(1) Discourage uniform bidding and endeavor to obtain as full and open competition as possible on all purchases and sales.~~
- ~~(2) Establish, and amend when necessary, all rules and regulations authorized by this article and any others necessary to its operation not in conflict herewith.~~

- ~~(3) Keep informed of current developments in the field of purchasing, prices, market conditions and new products, and secure for the city the benefits of research conducted in the field of purchasing by other governmental jurisdictions, national technical societies, trade associations having national recognition, and by private businesses and organizations.~~
- ~~(4) Prescribe and maintain a standard purchasing manual for all using agencies.~~
- ~~(5) Prescribe and maintain such forms as he shall find reasonably necessary to the operation of this article.~~
- ~~(6) Prepare and adopt a standard purchasing nomenclature for using agencies and suppliers.~~
- ~~(7) Prepare, adopt and maintain a vendors' catalog file. Such catalog shall be filed according to materials and shall contain descriptions of vendors, commodities, prices and discounts.~~
- ~~(8) Exploit the possibilities of buying "in bulk" so as to take full advantage of discounts.~~
- ~~(9) Act so as to procure for the city all tax exemptions to which it is entitled.~~
- ~~(10) Cooperate with using agencies so as to secure for the city the maximum efficiency in budgeting and accounting.~~
- ~~(11) Have the authority to declare vendors who default their quotations irresponsible bidders and to disqualify them from receiving any business from the city for a stated period of time.~~
- ~~(12) Prepare or assist in the preparation of specifications for equipment, supplies, materials and services required by all divisions of the city government, and also receive and coordinate all requests for the purchase of materials, supplies, equipment and services for the city.~~

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

- ~~(a) All purchasing of supplies and contractual services of a total cost up to \$25,000.00, may be made in the open market without newspaper advertisement and without observing the procedure prescribed by this article for formal purchasing or sales procedures.~~
- ~~(b) All open market purchases or sales shall, whenever possible, comply with the following requirements:~~
 - ~~(1) Up to \$1,000.00 can be purchased on a purchasing card or through a check request form or any other form approved by the city manager. Purchasing card limits shall be \$500.00 per transaction or up to \$1,000.00 as determined by the city manager.~~
 - ~~(2) From \$1,001.01 up to \$1,500.00 shall obtain one verbal quote and shall require a purchase order.~~
 - ~~(3) From \$1,501.01 up to \$5,000.00 shall obtain three verbal quotes and shall require a purchase order.~~
 - ~~(4) From \$5,001.01 up to \$25,000.00 shall obtain three written quotes and shall require a purchase order.~~
- ~~(c) Alternative procurement method. Notwithstanding any other provision of this chapter to the contrary, any purchase of used vehicles or used equipment may be made through a bid at a~~

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

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

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

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

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

- ~~(a) In case of an apparent emergency which requires immediate purchase of supplies, equipment or contractual services, the purchasing agent shall be empowered to secure by open market procedure as herein set forth, at the lowest obtainable price, any supplies, equipment or contractual services not exceeding \$50,000.00. The purchasing agent has the authority to act in the case of any emergency that might affect the health, safety and welfare of the city. Such action shall be reported at the next regular meeting of the city commission.~~
- ~~(b) In case of actual emergency and with the prior consent of the purchasing agent, the administrative heads may purchase directly any supplies or equipment whose immediate procurement is essential to prevent delays in the work of the using agency which may vitally affect the life, health or convenience of citizens. The administrative head shall, within three days, send to the purchasing agent a requisition and a copy of the delivery record, together with a full written report of the circumstances of the emergency. The report shall be submitted to the city commission at its next regular meeting.~~
- ~~(c) The purchasing agent shall prescribe, by rules and regulations, the procedure under which emergency purchases by heads of using agencies may be made.~~

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

- ~~(a) All using agencies shall submit to the purchasing agent, at such times and in such form as prescribed, reports of property, surplus, and equipment which are no longer used or which have become obsolete, worn out, scrapped or otherwise not necessary for the operations of the city.~~
- ~~(b) The purchasing agent shall have the authority to transfer surplus property to other using agencies.~~
- ~~(c) The purchasing agent shall have the authority to dispose of all surplus property with a value of less than \$10,000.00 in any appropriate legal manner, or to exchange the same for, or trade in the same on, new property. Sales under this section shall be made to the highest responsible bidder and in conformance with competitive conditions. Sales of surplus property of a value in excess of \$10,000.00 shall require approval of the city commission.~~

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

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

- ~~(a) Except as hereinafter provided, a contractor or vendor submitting a bid pursuant to section 30-63 shall provide a corporate surety bond from a surety company authorized to do business in the state to guarantee the full and faithful performance of his contract obligations and the payment of labor and materials expended pursuant to the contract. The contractor shall also be required to provide a bid bond to assure that the contractor executes the contract and provides a performance and payment bond or alternate security, if necessary. All such bonds shall be approved as to form by the city attorney.~~
- ~~(b) In lieu of providing the above required bonds, the contractor may file with the city an alternative form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit or a security of the type listed in F.S. ch. 625, pt. 2. The alternative form of security shall be of a value equal to the contract price. The alternative security shall be made payable to or in favor of the city. The contractor shall execute and deliver to the city an agreement setting forth such terms and conditions as the city may require, in its sole discretion, providing for the use and release of such alternative security.~~
- ~~(c) All contracts for the purchase or construction of city property shall be subject to the bonding requirement, except the following projects shall be exempt from the requirement of a performance and payment bond:~~
- ~~(1) Contracts involving an expenditure of less than \$25,000.00, and~~
 - ~~(2) Contracts in which the city is not obligated to make any payment until the final product, service or project is submitted and accepted by the city, with prior approval of the city commission.~~

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

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

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

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

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

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

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

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

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

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

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

~~Local preference in purchasing and contracting.~~

- (1) ~~In competitive bidding for, or letting contracts for procurement of, supplies, materials, equipment and services, as described in the purchasing policies of the city, the city commission, or other authorized purchasing authority, shall give a preference to local businesses in making purchases or awarding contracts.~~
- (2) ~~If a local business is located within the city limits of the city, that business shall receive the bid preference set forth in this article; and a county business which is located within Volusia County is a bidder, that business shall receive the bid preference set forth in this article.~~
- (3) ~~The bid preference to be awarded in this article shall be for businesses residing within City Limits an amount not to exceed five percent of the local business' total bid price if the cost differential does not exceed \$25,000.00 for procurement activities in amounts over \$25,000.00.~~
- (4) ~~The bid preference to be awarded in this article shall be for businesses residing within county limits an amount not to exceed three percent of the local business' total bid price if the cost differential does not exceed \$15,000.00 for procurement activities in amounts over \$25,000.00.~~

- ~~(5) The total bid price shall include not only the base bid price, but also all alterations to that base bid price resulting from alternates which were both part of the bid and actually purchased or awarded by the city commission or other appropriate authority.~~
- ~~(6) In the case of requests for proposals or qualification, letters of interest, or other solicitations and competitive negotiations and selections in which objective factors are used to evaluate the responses, local businesses shall be assigned five percent of the total points of the total evaluation points and county businesses shall be assigned three percent of the total points of the total evaluation points.~~

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

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

 - ~~a. Good or services provided under a cooperative purchasing agreement or interlocal agreement;~~
 - ~~b. Contracts for professional services procurement of which is subject to the Consultants' Competitive Negotiation Act or subject to any competitive consultant selection policy or procedure adopted or utilized by the city commission;~~
 - ~~c. Purchases or contracts which are funded, in whole or in part, by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of that preference;~~
 - ~~d. Purchases made or contracts let under emergency or noncompetitive situations, or for litigation related legal services, etc., as such are described in the city's purchasing policies; or~~
 - ~~e. Purchases with an estimated cost of less than \$25,000.00.~~~~
- ~~(2) Application of local preference to a particular purchase, contract, or category of contracts for which the city commission is the awarding authority may be waived upon written justification and recommendation by the city manager and approval of the city commission.~~
- ~~(3) The preference established in this article does not prohibit the right of the city commission or other purchasing authority to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals.~~
- ~~(4) The bid preference established in this article does not prohibit the city commission, or other authorized purchasing authority, from giving any other preference permitted by law in addition to the preference authorized in this article.~~
- ~~(5) This article is not intended to remove the rights of the city commission as set forth in section 30-64, Rejection of bids and negotiation; section 30-65, Waiver of irregularities; [and] section 30-67, Same Award to other than low bidder.~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED AND AUTHENTICATED on this 8th day of MAY, 2018 for second reading.



City Commission

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

CITY MANAGER COMMENTS (ID # 2023)

Meeting: 05/08/18 07:00 PM
Department: Public Works
Category: City Manager Comments
Prepared By: Beth Wrenn
Initiator: Antoine Khoury
Sponsors: Supervisor Antoine Khoury

DOC ID: 2023

State Hwy Lighting, Maintenance, & Compensation Agreement Work Order (FY18/19)

DISCUSSION:

Each year the City enters into an agreement with the FDOT for the maintenance of the street lights on Ridgewood Avenue and Nova Road. Enacted by Resolution 2007-R-38, the City requested the FDOT to install street lights on Ridgewood Avenue and Nova Road.

The total compensation for Fiscal Year 18/19 paid under this Work Order is \$36,914.54. This amount reflects a 3% increase per unit cost from the previous year. The compensation period for this work order will begin from July 1, 2018, and expire June 30, 2019.

FISCAL ANALYSIS:

The total compensation the City will receive under this Work Order is \$36,914.54.

STAFF RECOMMENDATION:

For informational purposes only.

COMMISSION GOAL:

N/A

MOTION:

N/A

- FDOT Street Light Agreement 2019
- 08-28-2007 - Resolution 2007-R-38



Florida Department of Transportation

RICK SCOTT
GOVERNOR

1650 North Kepler Road
Deland, FL 32724

Mike Dew P.E.
SECRETARY

May 1, 2018

Joseph Forte
City Manager
1065 Ridgewood Ave.
Holly Hill, Florida 32117

Re: State Highway Lighting, Maintenance, and Compensation Agreement Work Order (FY 18/19)
Financial Project ID: 413615-8-78-06
Contract Number: AOR-06
FEID No.: VF-596000337-012
Work Order for Fiscal Year 18/19
Resolution No.: 2007-R-38

Dear Mr. Forte:

You are hereby authorized to perform maintenance of the State Highway Lighting Systems within your jurisdiction in accordance with the terms and conditions of the State Highway Lighting, Maintenance, and Compensation Agreement.

The total compensation for Fiscal Year 18/19 paid under this **Work Order** is **\$36,914.54**. This amount reflects a 3% increase per unit cost from the previous year. The compensation period for this work order will begin from **July 1, 2018, and expire June 30, 2019**.

Please execute and/or return the following documents directly to this office in the enclosed self-addressed envelope. In order to guarantee availability of funds, these documents must be returned to this office no later than June 7, 2018.

- Sign this original work order confirming receipt and agreement of the compensation terms listed above and return.
- Sign and have notarized, the enclosed State Highway Lighting, Maintenance, and Compensation Agreement Certification and return.
- If the Resolution referenced above is no longer current, return a copy of your current Resolution.

State Highway Lighting, Maintenance and Compensation Agreement Work Order (FY 18/19)
Contract Number: **AOR-06**
Page Two

If you wish to receive payment for the Fiscal Year 17/18 Work Order, please submit an invoice to this office any time after May 19, 2018. Invoices for Fiscal Year 17/18 must be received no later than December 27, 2018. Per the State Highway Lighting, Maintenance, and Compensation Agreement paragraph 2.c. which states: "Invoices may be submitted any time after May 19th of the fiscal year in which the services were provided, but no later than 180 days after the end of the fiscal year. Payment shall be made in one lump sum as provided in paragraph 4 hereof."

A sample invoice is attached for your information. Please verify that all information contained on the sample invoice is included on your invoice.

If you have any questions, please contact: Jerry K Harville at (386) 740-3425.

Attachments: State Highway Lighting, Maintenance, and Compensation Agreement Certification
Sample Invoice

MAINTAINING AGENCY

**FLORIDA DEPARTMENT
OF TRANSPORTATION**



Ron Meade P.E.,
Deland Operations Engineer

Concurrence By: _____

Typed Name: _____

Title: _____

Phone: _____

Date: ____/____/____

Attachment: State Hwy Lighting, Maint, & Compensation Agreement WO (FY 18-19) (2023 : State Hwy Lighting, Maintenance, & Compensation Agreement

To: Geneva.Maynard@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

AOR06

4/17/2018

CONTRACT INFORMATION

Contract:	AOR06
Contract Type:	AK - PROJ PARTICIPATION (PROJ PART)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	HOLLY HILL, CITY OF
Vendor ID:	F596000337012
Beginning Date of This Agreement:	08/28/2007
Ending Date of This Agreement:	06/30/2018
Contract Total/Budgetary Ceiling:	ct = \$436,388.34
Description:	New State Highway Lighting ,Maintenance, and Compensation Agreement w/ the City of Holly Hill

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 4/17/2018

Action:	Supplemental
Reviewed or Approved:	*REVIEWED
Organization Code:	55054030511
Expansion Option:	A1
Object Code:	242059
Amount:	\$36,914.54
Financial Project:	41361587806
Work Activity (FCT):	787
CFDA:	
Fiscal Year:	2019
Budget Entity:	55150200
Category/Category Year:	088712/19
Amendment ID:	S012
Sequence:	00
User Assigned ID:	0019
Enc Line (6s)/Status:	/04

Total Amount: \$36,914.54

*Reviewed Funds Approval and encumbrance processing is contingent upon Annual Legislative appropriation.

STATE HIGHWAY LIGHTING, MAINTENANCE AND COMPENSATION AGREEMENT CERTIFICATION

I, _____, _____,
(Name) (Title)

_____, hereby certify that the State Highway Lighting
(Local Maintaining Agency)

Facilities for Financial Project ID: _____, Contract No.: _____

In _____ County (Counties)

were performed to keep all Facilities fully operating, properly functioning, with a minimum of 90% of the lights burning for any lighting type (ex. high mast, standard, underdeck, sign) on the roadway system at all times for their normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intention damage, or acts of nature.

All maintenance was performed in accordance with Agreement terms and according to the Manual of Uniform Traffic Control Devices; all other applicable local, state or federal laws, rules, resolutions or ordinances and FDOT procedures.

(SIGNATURE)

(DATE)

State of Florida

County of _____

Sworn to and subscribed to before me this _____ day of _____, 20____.

_____, Notary Public, State of _____ at large.

My Commission expires _____

SAMPLE

Invoice No.

1

INVOICE

Customer

Name _____
 Address _____
 City _____ State FL ZIP _____
 Phone _____

Date _____
 Fiscal Year _____
 County _____
 F.I.D.# _____

Qty	Description		TOTAL
1	LUMP SUM		\$0.00
	State Highway Lighting, Maintenance, and Compensation Agreement Certification must accompany this Invoice.		
Contract #		SubTotal	\$0.00
		TOTAL	\$0.00

F.I.D.#

CONTRACT #

* DATE OF SERVICE -

Highway Lighting , Maintenance, and Compensation Agreement

Attachment: State Hwy Lighting, Maint, & Compensation Agreement WO (FY 18-19) (2023 : State Hwy Lighting, Maintenance, & Compensation Agreement

RESOLUTION 2007-R-38

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A MAINTENANCE AGREEMENT BETWEEN HOLLY HILL AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE MAINTENANCE OF STREET LIGHTS ON U.S. 1 AND NOVA ROAD; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill has requested that the D.O.T. install street lights on Nova Road between 10th Street and the south City limits; and

WHEREAS, the D.O.T. will only install the lights if the City agrees to maintain all of the existing street lights on U.S. 1 and Nova Road; and

WHEREAS, the D.O.T. will pay for the maintenance an annual sum to be adjusted for Cost of Living increases.

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

SECTION 1. The City Commission authorizes the City Manager to execute the Maintenance Agreement.

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

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

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

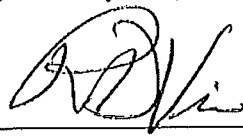
The within and foregoing Resolution was read before the City Commission of the City of Holly Hill, Florida, at its regular meeting held in commission chambers at City Hall, 1065 Ridgewood Avenue, Holly Hill, Florida, on the 28th day of August, 2007.

It was moved by Commissioner Reed and seconded by Commissioner Blais that said Resolution be adopted. A roll call vote of the Commission on said motion of the Resolution resulted as follows:

Mayor Roland D. Via	Yes
Commissioner John Penny	Yes
Commissioner Gilles Blais	Yes
Commissioner Mark Reed	Yes
Commissioner Traci A. Anderson	Yes

WHEREAS, the Mayor of the City of Holly Hill, Florida, has hereunto set his official signature, duly authorized by the City Clerk, and has caused the official seal of said City to be affixed, all at the City Hall in the City of Holly Hill, this 28th day of August, 2007, for the purpose of authenticity as is required by law.

City of Holly Hill, Florida

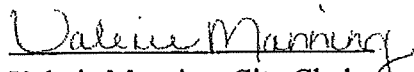


Roland D. Via, Mayor



Joseph A. Forte, City Manager

Attest:



Valerie Manning, City Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION
 AGREEMENT # A0706**

Form No 710-010-30,
 Utilities
 10/04

THIS AGREEMENT, entered into this 28th day of August, year of 2007, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the "FDOT", and The City of Holly Hill, hereinafter referred to as the "MAINTAINING AGENCY";

WITNESSETH:

WHEREAS, the MAINTAINING AGENCY has the authority to enter into this Agreement and to undertake the maintenance and operation of lighting on the State Highway System, and the FDOT is authorized under Sections 334.044, Florida Statutes and 335.055, Florida Statutes to enter into this Agreement; and

WHEREAS, the MAINTAINING AGENCY has authorized its undersigned officers to enter into and execute this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the FDOT and the MAINTAINING AGENCY hereby agree as follows:

1. Maintenance of Facilities

- a. The MAINTAINING AGENCY shall maintain all the lighting now or hereafter located on the State Highway System within the jurisdictional boundaries of the MAINTAINING AGENCY, hereinafter referred to as the "Facilities," throughout its expected useful life. For the purposes of this Agreement, the term Facilities shall be deemed to include, but not necessarily be limited to, lighting for roadways, as well as park and ride, pedestrian overpasses, and recreational areas owned by or located on the property of the FDOT; but shall exclude those systems listed in Exhibit "A" attached hereto and by this reference made a part hereof, and shall exclude lighting located in weigh stations, rest areas, or on Interstate highways.
- b. In maintaining the Facilities, the MAINTAINING AGENCY shall perform all activities necessary to keep the Facilities fully operating, properly functioning, with a minimum of 90% of the lights burning for any lighting type (ex. high mast, standard, underdeck, sign) or roadway system at all times for their normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Said maintenance shall include, but shall not be limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the Facilities (including the poles and any and all other component parts installed as part of the Facilities), and locating (both vertically and horizontally) the Facilities, as may be necessary.
- c. All maintenance shall be in accordance with the provisions of the following:
 - (1) Manual of Uniform Traffic Control Devices; and,
 - (2) All other applicable local, state, or federal laws, rules, resolutions, or ordinances, and FDOT procedures.
- d. For lighting installed as part of an FDOT project, the MAINTAINING AGENCY's obligation to maintain shall commence upon the MAINTAINING AGENCY's receipt of notification from the FDOT that the FDOT has finally accepted the project, except for the obligation to provide for electrical power, which obligation to provide for electrical power shall commence at such time as the lighting system is ready to be energized; provided, however, that the MAINTAINING AGENCY shall not be required to perform any activities which are the responsibilities of FDOT's contractor.

Prior to any acceptance by the FDOT, the MAINTAINING AGENCY shall have the opportunity to inspect and request modifications/corrections to the installation(s) and the FDOT agrees to undertake

STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT

those prior to acceptance so long as the modifications/corrections comply with the contract and specifications previously approved by both the **FDOT** and the **MAINTAINING AGENCY**

- e. The continuing obligations under this paragraph 1 beyond the first fiscal year hereof are subject to the voluntary negotiation of the amount to be paid as set forth in subparagraph 2b hereof.

2. Compensation and Payment

- a. The **FDOT** agrees to pay to the **MAINTAINING AGENCY** a lump sum of \$ 17,685.63 for the fiscal year in which this Agreement is signed (fiscal year as referenced in this Agreement shall be **FDOT's** fiscal year).
- b. For each future fiscal year, the **FDOT** and the **MAINTAINING AGENCY** shall agree on the amount to be paid prior to the fiscal year beginning. The **FDOT** will issue a work order confirming the amount and authorizing the performance of maintenance for each new fiscal year. The Work Order shall be an **FDOT** signed letter of authorization to the **MAINTAINING AGENCY** with a subject line containing the terms "State Highway Lighting, Maintenance, And Compensation Agreement Work Order." The Work Order shall reflect the contract number, financial project number, FEID No. of the **MAINTAINING AGENCY**, the fiscal year, and the lump sum amount to be paid for the fiscal year indicated. The Work Order shall be signed by the **MAINTAINING AGENCY** and returned to **FDOT**. No payment will be made on Work Orders which are not properly signed and returned to **FDOT** prior to performing services.
- c. Invoices may be submitted anytime after May 19th of the fiscal year in which the services were provided, but no later than 180 days after the end of said fiscal year. Payment shall be made in one lump sum as provided in paragraph 4 hereof.
- d. Payment shall be made in accordance with Section 215.422, Florida Statutes.
- e. Bills for fees or other compensation for services or expenses shall be submitted in a format acceptable to the **FDOT** and in detail sufficient for a proper pre-audit and post-audit thereof.

3. Record Keeping

The **MAINTAINING AGENCY** shall keep records of all activities performed pursuant to this Agreement. The records shall be kept in a format approved by the **FDOT**.

Records shall be maintained and made available upon request to the **FDOT** at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the **FDOT** upon request.

4. Invoicing

Upon receipt, the **FDOT** has five (5) working days to inspect and approve the goods and services. The **FDOT** has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the **MAINTAINING AGENCY**. Interest penalties of less than one (1) dollar shall not be enforced unless the **MAINTAINING AGENCY** requests payment. Invoices returned to a **MAINTAINING AGENCY** because of **MAINTAINING AGENCY** preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the **FDOT**.

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Form No 710-010-30,
UNR05
10/04

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Chief Financial Officer's Hotline, 1-800-848-3792.

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

The FDOT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. The FDOT shall require a statement from the Comptroller of the FDOT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the FDOT which are for an amount in excess of \$25,000 and which have a term for a period of more than one (1) year.

The FDOT will provide a copy of the statement referenced above to the MAINTAINING AGENCY.

5. Default

In the event that the MAINTAINING AGENCY breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the FDOT may exercise one or more of the following options, provided that at no time shall the FDOT be entitled to receive double recovery of damages:

- a. Pursue a claim for damages suffered by the FDOT or the public.
- b. Pursue any other remedies legally available.
- c. As to any work not performed by the MAINTAINING AGENCY, perform such work with its own forces or through contractors and seek reimbursement for the cost thereof from the MAINTAINING AGENCY if the MAINTAINING AGENCY fails to cure the non-performance within fourteen (14) days after written notice from the FDOT of the non-performance; provided, however, that advance notice and cure shall not be preconditions in the event of an emergency.

6. Force Majeure

Neither the MAINTAINING AGENCY nor the FDOT shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimate duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

7. Miscellaneous

- a. The FDOT shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION
 AGREEMENT**

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 Utilities
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- b. The **MAINTAINING AGENCY** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **MAINTAINING AGENCY** in conjunction with this Agreement. Failure by the **MAINTAINING AGENCY** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **FDOT**.
- c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto.
- d. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining provisions hereof.
- e. Time is of the essence in the performance of all obligations under this Agreement.
- f. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided. The **MAINTAINING AGENCY** shall have a continuing obligation to notify each District of the **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:
- MAINTAINING AGENCY:**
- | |
|---------------------------|
| The City of Holly Hill |
| Mr. Chris Hurst |
| 1065 Ridgewood Ave. |
| Holly Hill, Florida 32117 |
- FDOT:**
- | |
|-------------------------------------|
| District Operations/Contract Office |
| Attn: Jerry K Harville MS-606 |
| 719 S. Woodland Blvd. |
| DeLand, Florida 32720 |
- g. **PUBLIC ENTITY CRIME INFORMATION STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for **CATEGORY TWO** for a period of thirty six (36) months from the date of being placed on the convicted vendor list.
- h. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
- i. Nothing herein shall be construed as a waiver of either party's sovereign immunity.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION
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8. Certification

This document is a printout of an FDOT form maintained in an electronic format and all revisions thereto by the **MAINTAINING AGENCY** in the form of additions, deletions or substitutions are reflected only in an Appendix entitled "Changes To Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **MAINTAINING AGENCY** hereby represents that no change has been made to the text of this document except through the terms of the Appendix entitled "Changes to Form Document."

You **MUST** signify by selecting or checking which of the following applies:

- ☒ No changes have been made to this Forms Document and no Appendix entitled "Changes to Form Document" is attached.
- ☐ No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Forms Document."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

MAINTAINING AGENCY

BY: (Signature) _____

(Typed Name: Joe Forte)

(Typed Title: Holly Hill City Manager)

DATE: 8/28/07

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: (Signature) _____

(Typed Name: Alan Hyman P.E.)

(Typed Title: District Director of Operations)

DATE: 9-14-2007

FDOT Legal Review

BY: (Signature) _____

District Counsel

(Typed Name: _____)

DATE: 9-14-07

EXHIBIT A

HOLLY HILL STREETLIGHT LOCATIONS
ON STATE ROADS

<u>Section</u>	<u>State Road</u>	<u>Location</u>	<u>Milepost</u>	<u>No. of Streetlights</u>
79030	SR 5	SR 430/Mason Ave. to North City Limits	1.192 to 3.769	113
79190	SR 5A	South to North City Limits	9.486 to 11.696	60 (Pending FY 09/10)
TOTAL				173

TABLE 1
EXHIBIT A

HOLLY HILL STREETLIGHT LOCATIONS ON STATE ROADS				
<u>Section</u>	<u>State Road</u>	<u>Location</u>	<u>Milepost</u>	<u>No. of Streetlights</u>
79030	SR 5	SR 430/Mason Ave. to Beyers Beach Ormond Beach City Limits	1.192 to 3.769	113
79190	SR 5 A	SR 5A/Nova Rd. Holly Hill CL	9.486 to 11.696	60
TOTAL				(Pending FY09/10) 173



The Job FI989RPR; user I.D.
FI989RP <MVS@DOT>

04/09/2007 03:21 PM

To CN506JH@dot.state.fl.us

cc

bcc

Subject FUNDS APPROVAL/REVIEWED FOR CONTRACT AOR06

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #AOR06 Contract Type: AK Method of Procurement: G
Vendor Name: HOLLY HILL, CITY
Vendor ID: VF596000337012
Beginning date of this Agmt: 07/01/07
Ending date of this Agmt: 06/30/08
Contract Total/Budgetary Ceiling: ct = \$17,685.63

Description:
New State Highway Lighting ,Maintenance, and Compensation Agreement w/ the City of Holly Hill

ORG-CODE *EO *OBJECT *AMOUNT *FIN PROJECT *FCT *CFDA
(FISCAL YEAR) *BUDGET ENTITY *CATEGORY/CAT YEAR
AMENDMENT ID *SEQ: *USER ASSIGNED ID *ENC LINE(6S)/STATUS

Action: Funds have been: REVIEWED*

55 054030511 *HM *242052 * 17685.63 *41361587806 *787 *
2008 55150200 088712 08
A001 *00 * /04

*Funds Approval and encumbrance processing is contingent upon Annual Legislative appropriation.

TOTAL AMOUNT: *\$ 17,685.63 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 04/09/2007