

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • JUNE 13, 2017

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. RECESS THE CC MTG & CONVENE AS THE CRA**3. CRA AGENDA - ITEM (1)**

- 1. FPL Binding Agreement for Contribution-In-Aid-Of-Construction for US-1 Overhead to Underground Phase
(Requested by Mark Juliano, Public Works)

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

- 1. Minutes - May 23, 2017 - Workshop - Mid Year Budget Review and Regular City Commission Meeting
(Requested by Valerie Manning, City Clerk)

7. CONSENT AGENDA - ITEMS (1 - 5)

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. CDBG Cooperation Agreement
(Requested by Mark Juliano, Public Works)
- 2. Waste Management CPI Change Effective 10/1/17
(Requested by Kurt Swartzlander, Finance)
- 3. Volusia County MOU for Rabies Control
(Requested by Valerie Manning, City Clerk)
- 4. American Red Cross Facility Use Agreement
(Requested by Valerie Manning, City Clerk)
- 5. FDOT Lighting Maintenance Agreement
(Requested by Joseph Forte, City Manager)

8. REGULAR AGENDA

1. Resolution Resolution 2017-R-34 A Resolution of the City Commission of the City of Holly Hill, Florida, Awarding the Classification and Compensation Study to Evergreen LLC.; and Authorize the City Manager to Execute a Contract with Evergreen LLC.; and Authorizing the City Manager to Appropriate Additional Funds for the Funding of a Classification and Compensation Study; Providing for Severability; and Providing for an Effective Date.
(Requested by Kurt Swartzlander, Finance)
2. 555 8Th Street Approved Business Use
(Requested by Thomas Harowski, Board of Planning and Appeals)
3. FPL Binding Agreement for Contribution-In-Aid-Of-Construction for US-1 Overhead to Underground Phase
(Requested by Mark Juliano, Public Works)
4. Voting Delegate for FLC Conference
(Requested by Valerie Manning, City Clerk)
5. Request for Lien Reduction and Record a Satisfy of the Lien When Paid - 1141 Powers Avenue
(Requested by Joseph Forte, City Manager)

9. 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 Ordinance 2994 An Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations by Deleting Section 110-10 (J) Certification of Design from Chapter 110 Signs; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.
(Requested by Thomas Harowski, Board of Planning and Appeals)

10. COMMUNICATIONS

- A. City Manager & Staff Comments
 - a. Budget Amendment(S) - Staff Report Only City Manager Level Amendment(S)
(Requested by Kurt Swartzlander, Finance)

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

11. ADJOURNMENT

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

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



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



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

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



City Commission

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

CRA AGENDA (ID # 1691)

Meeting: 06/13/17 07:00 PM

Department: Public Works

Category: CRA Agenda Item

Prepared By: Beth Wrenn

Initiator: Mark Juliano

Sponsors:

DOC ID: 1691 A

FPL Binding Agreement for Contribution-In-Aid-Of-Construction for US-1 Overhead to Underground Phase

DISCUSSION:

The City of Holly Hill, Florida is currently constructing the US-1 Utility Under Grounding Primaries Conversion (Mason Ave to Walker St). As part of this project the City is required to execute a binding agreement with FPL required for converting the area to underground. FPL has completed the binding cost estimates for the project in two agreements. The City is required to pay FPL a Contribution-in-Aid-of-Construction with the amount reduced by the GAF Waiver.

As follows:

1) Ridgewood - Phase 1 Conversion project (Mason Ave to 5 th).	\$ 445 217.00
2) Ridgewood - Phase #2 Conversion project (5th St. to Walker St.)	\$ 988,906.00
TOTAL	\$1,434,123.00

Less previously paid deposits for the engineering of \$2,400 for Phase 1 and \$8,640 for Phase 2, the total amount due from the City is \$1,423,083.00.

FISCAL ANALYSIS:

Monies for this item are available in 139-5590-552.65-00. The payment to FPL is \$1,423,083.00.

STAFF RECOMMENDATION:

It is recommended to approve the Contribution-in-Aid-of-Construction to FPL for the primaries conversion on US-1 from Mason to Walker.

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:

AUTHORIZE THE CITY MANAGER TO APPROVE THE AGREEMENT AND ISSUE THE PAYMENT FOR CONTRIBUTION-IN-AID-OF-CONSTRUCTION TO FPL FOR THE PRIMARIES CONVERSION ON US-1 FROM MASON AVE. TO WALKER ST. FOR \$1,423,083.00.

FLORIDA POWER & LIGHT COMPANY

Eighth Revised Sheet No. 9.725
Cancels Seventh Revised Sheet No. 9.725**UNDERGROUND FACILITIES CONVERSION AGREEMENT –
GOVERNMENTAL ADJUSTMENT FACTOR WAIVER**

This Agreement is made and entered into this _____ day of _____, 20____, by and between CITY OF HOLLY HILL ("Local Government Applicant"), a Florida municipal corporation or county with an address of 1065 Ridgewood Ave., Holly Hill, FL 32117 and FLORIDA POWER & LIGHT COMPANY ("FPL"), a Florida corporation with an address of P.O. Box 14000, 700 Universe Boulevard, Juno Beach, FL 33408-0429.

WHEREAS, the Local Government Applicant has requested that FPL convert certain overhead electric distribution facilities located within the following boundaries (the "Conversion"):

Along U.S.1 (Ridgewood Ave.) from Mason Ave. to 5th St. (collectively, the "Existing Overhead Facilities", WR # 5004466) to underground facilities, including transformers, switch cabinets and other appurtenant facilities installed above ground as set forth in Attachment A hereof (collectively, the "Underground Facilities", WR # 5004465).

NOW THEREFORE, in consideration of the foregoing premises and the covenants and agreements set forth herein, and other consideration the sufficiency of which is hereby acknowledged, the parties intending to be legally bound, hereby covenant and agree as follows:

1. **Governmental Adjustment Factor Waiver ("GAF Waiver") Eligibility Criteria.** The Local Government Applicant represents and warrants that it meets the following eligibility criteria for the Conversion:
 - a. In order for the Conversion to incorporate a sufficient amount of overhead facilities to provide electrical continuity, the Conversion must include a minimum of approximately 3 pole line miles or approximately 20 detached dwelling units within contiguous or closely proximate geographic areas (the "Conversion Area"). The Conversion may be completed in mutually agreed upon phases, with the project size minimums applying to the aggregate project – provided that any necessary subsequent phase begins within a 1 year period from completion of the prior phase and the minimums are met within, at most, 3 phases; and
 - b. The Local Government Applicant must require all customers within the Conversion Area who currently have overhead service directly from the Existing Overhead Facilities to convert their service entrances to underground within 6 months of completion of the Underground Facilities installation or each phase thereof; and
 - c. The Local Government Applicant must be willing and able to execute a right of way ("ROW") agreement with FPL if the Local Government Applicant requests that facilities be placed in the ROW; and
 - d. For any affected laterals, the complete lateral must be converted, including all stages of any multi-stage lateral; and
 - e. The Local Government Applicant must demonstrate to the reasonable satisfaction of FPL that the sum of the GAF Waiver credit plus any federal or state funds that the Local Government Applicant is able to use to support the Conversion does not exceed the otherwise applicable CIAC as calculated before application of the GAF Waiver.

Special Circumstances. Conversions which do not meet the project size minimums described in section 1.a are eligible for the GAF Waiver in the following special circumstances:

- i. 100% of the Existing Overhead Facilities within the Local Government Applicant's corporate limits are to be converted, but are less than the pole line mileage or dwelling unit minimums; or
- ii. A single lateral that serves at least one Critical Infrastructure Facility as determined by the appropriate local agency with the mutual agreement of FPL; or
- iii. An island or peninsula where 100% of the Existing Overhead Facilities are to be converted; or

(Continued on Sheet No. 9.726)

FLORIDA POWER & LIGHT COMPANY

Fifth Revised Sheet No. 9.726
Cancels Fourth Revised Sheet No. 9.726

(Continued from Sheet No. 9.725)

- iv. When the aggregate size of the first 3 phases of a project would satisfy the minimum size criteria but, for mutually-agreed engineering or logistical reasons, those phases are non-contiguous; provided that (a) the next (4th) phase must be adjacent to one or more of the first 3 phases such that the combined contiguous area meets the minimum size criteria, and (b) this 4th phase begins within 1 year from completion of the 3rd phase.
2. **Contribution-in-Aid-of-Construction (CIAC).** The Local Government Applicant shall pay FPL a CIAC as required by FPL's Electric Tariff and Section 25-6.115 of the Florida Administrative Code with the Otherwise Applicable CIAC amount reduced by the GAF Waiver.
- | | | |
|------------------------------|------------|-------------------------------------|
| i. Otherwise Applicable CIAC | \$ 662,019 | |
| ii. GAF Waiver | \$ 216,802 | |
| iii. CIAC Due | \$ 445,217 | (Cust. performs some UG Work -C&C) |

In the event the actual cost of the Conversion exceeds the estimate, the Otherwise Applicable CIAC shall be adjusted by the lesser of (a) the difference between the actual cost of the Conversion and the estimate, or (b) 10% of the Otherwise Applicable CIAC identified above. The GAF Waiver shall also be adjusted accordingly and the Local Government Applicant shall pay FPL the resulting difference in the amount of the CIAC Due.

3. **Applicant-Installed Facilities.** The Local Government Applicant may, upon entering into an applicant-installed facilities agreement satisfactory to FPL, construct and install all or a portion of the Underground Facilities. Such work must meet FPL's construction standards and FPL will own and maintain the completed facilities. The Local Government Applicant agrees to rectify any deficiencies, found by FPL, prior to the connection of any customers to the Underground Facilities and the removal of the Existing Overhead Facilities.
4. **Compliance with Tariff.** The Local Government Applicant agrees to comply with and abide by the requirements, terms, and conditions of FPL's Electric Tariff.
5. **Timing of Conversion.** Upon compliance by the Local Government Applicant with the requirements, terms, and conditions of FPL's Electric Tariff, this Agreement and any other applicable agreements, FPL will proceed in a timely manner with the Conversion in accordance with the construction drawings and specifications set forth in Attachment A hereof.
6. **Relocation.** In the event that the Underground Facilities are part of, or are for the purposes of, relocation, then this Agreement shall be an addendum to the relocation agreement between FPL and the Local Government Applicant. In the event of any conflict between the relocation agreement and this Agreement or the Electric Tariff, this Agreement and the Electric Tariff shall control.
7. **Term.** This Agreement shall remain in effect for as long as FPL or any successor or assign owns or operates the Underground Facilities.
8. **GAF Waiver Repayment.** If the Local Government Applicant does not satisfy the relevant eligibility criteria, the Local Government Applicant shall repay the GAF Waiver within 30 days of written notice from FPL of such failure. Additionally, if at any point within 30 years of completion of the Underground Facilities installation, the Local Government Applicant elects to have electric service within the Conversion Area supplied by a provider other than FPL, the Local Government Applicant shall repay FPL a pro-rata share of the GAF Waiver. The pro-rata share (which shall reflect partial years) shall be determined as follows:

$$\text{GAF Waiver} * [(30 - \text{years since the Underground Facilities completion date}) / 30]$$

(Continued on Sheet No. 9.727)

FLORIDA POWER & LIGHT COMPANY

Original Sheet No. 9.727

(Continued from Sheet No. 9.726)

9. **Termination Prior to the Conversion Completion.** Failure by the Local Government Applicant to comply with any of the requirements, terms, or conditions of this Agreement or FPL's Electric Tariff shall result in termination of this Agreement. The Local Government Applicant may terminate this Agreement at any time prior to the start of the Conversion and the CIAC paid by the Local Government Applicant will be refunded to the Local Government Applicant; provided however, that the refund of the CIAC shall be offset by any costs incurred by FPL in performing under the Agreement up to the date of termination.
10. **Assignment.** The Local Government Applicant shall not assign this Agreement without the written consent of FPL.
11. **Adoption and Recording.** This Agreement shall be adopted by the Local Government Applicant and maintained in the official records of the Local Government Applicant for the duration of the term of this Agreement. This Agreement also shall be recorded in the Official Records of the County in which the Underground Facilities are located, in the place and in the manner in which deeds are typically recorded.
12. **Conflict between Terms of Franchise Agreement.** In the event of a conflict between the terms of this Agreement and any permit or franchise agreement entered into by Local Government Applicant and FPL, the terms of this Agreement shall control.

IN WITNESS WHEREOF, FPL and the Local Government Applicant have executed this Agreement on the date first set forth above.

CITY OF HOLLY HILL

FPL

Signed _____

Signed _____

Name _____

Name _____

Title _____

Title _____

Signed _____

Name _____

Title _____

Approved as to Terms and Conditions

Signed _____

Name _____

Title _____

Approved as to Form and Legal Sufficiency

Signed _____

Name _____

Title _____

Overhead to Underground Conversion - Customer Cost Sheet

Project: Holly Hill - US #1 - Phase #1 (Mason to 5th) Date Estimate Provided to Customer: May 22, 2017

Customer Performs Some Work - Conduit & Concrete Products Installation

Underground Cost

New UG Installation (+)	\$542,002	Cost for FPL to install new underground facilities
Equivalent OH Installation (-)	(\$252,737)	Cost to install an overhead system at current hardening standards

Existing Overhead Cost

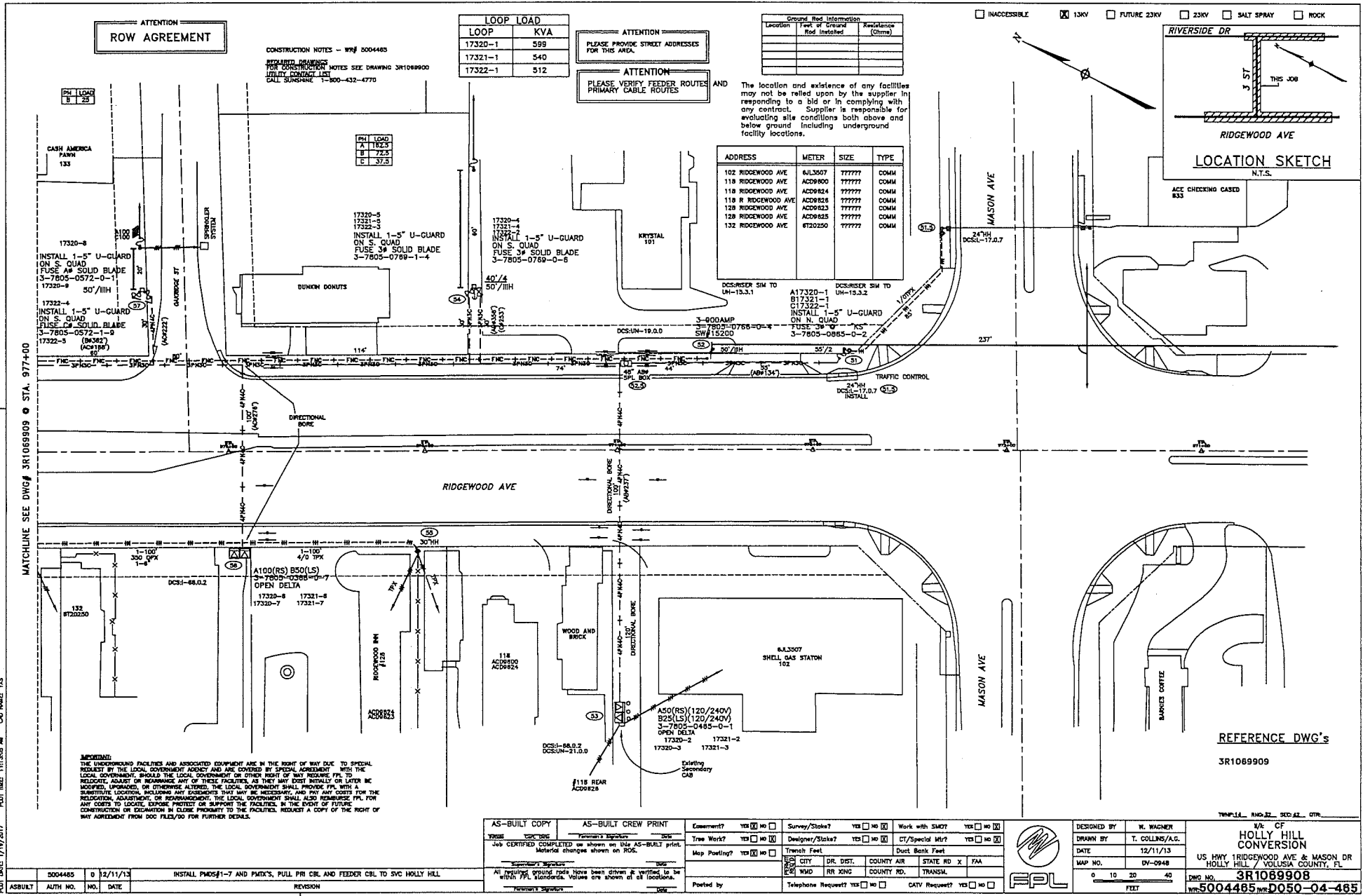
OH Removal Cost & Make ready (+)	\$303,544	Cost for FPL to remove existing overhead facilities
Existing OH Value (+)	\$65,897	Net Book Value of existing OH facilities to be removed
Operational Costs Differential (+)	\$3,313	30-year Net present value of the est. operational OH / UG Diff. cost
Salvage Value (-)	\$0	Credit for re-usable items
Subtotal*	\$662,019	Total customer contribution as specified in Tariff 12.2.3
GAF	(\$216,802)	
CIAC	\$445,217	
Engineering Deposit (-)	(\$2,400)	Engineering deposit previously collected
Net Due FPL	\$442,817	Total customer contribution owed

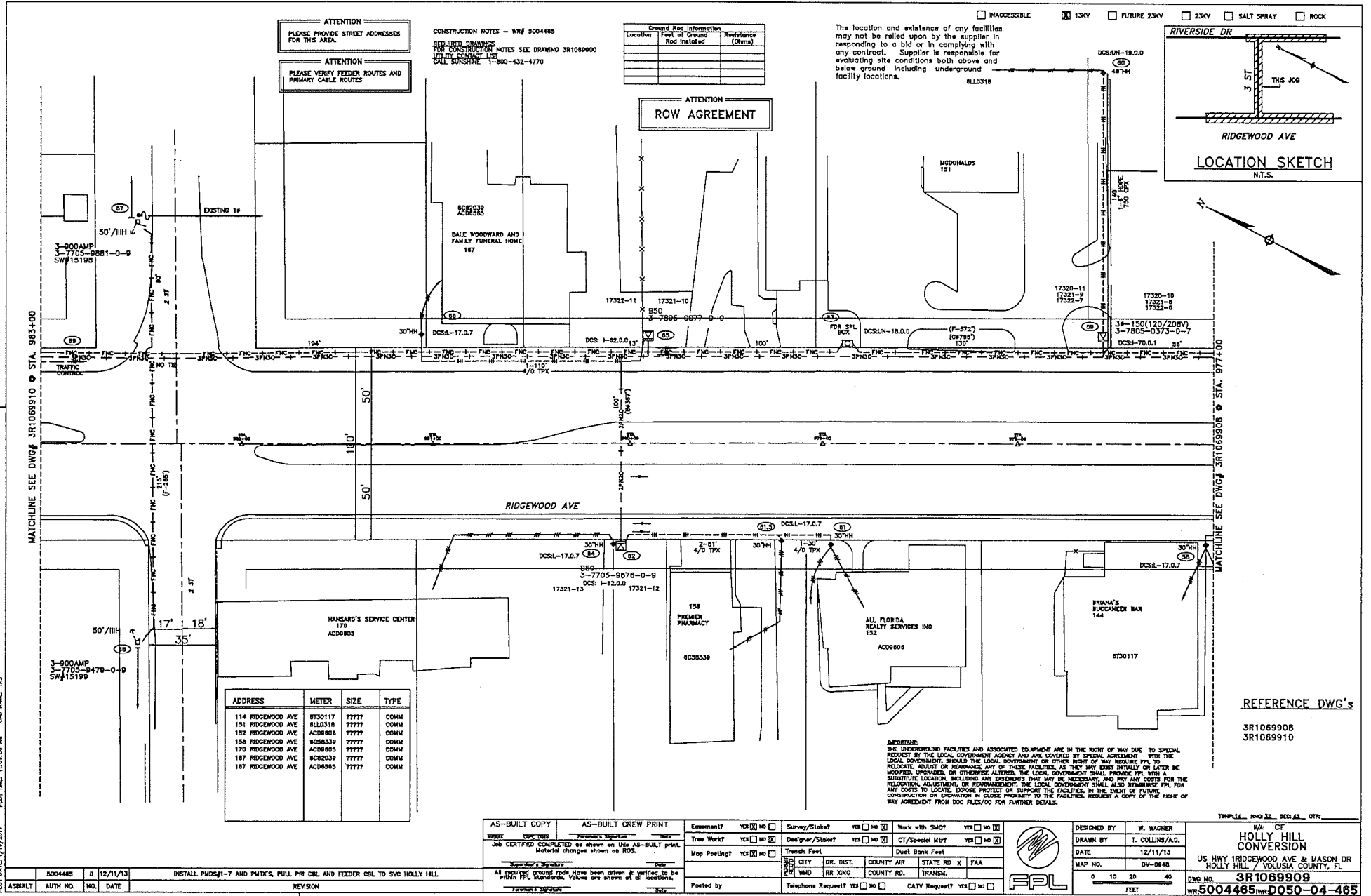
Cost Breakdowns for Customer Contributions

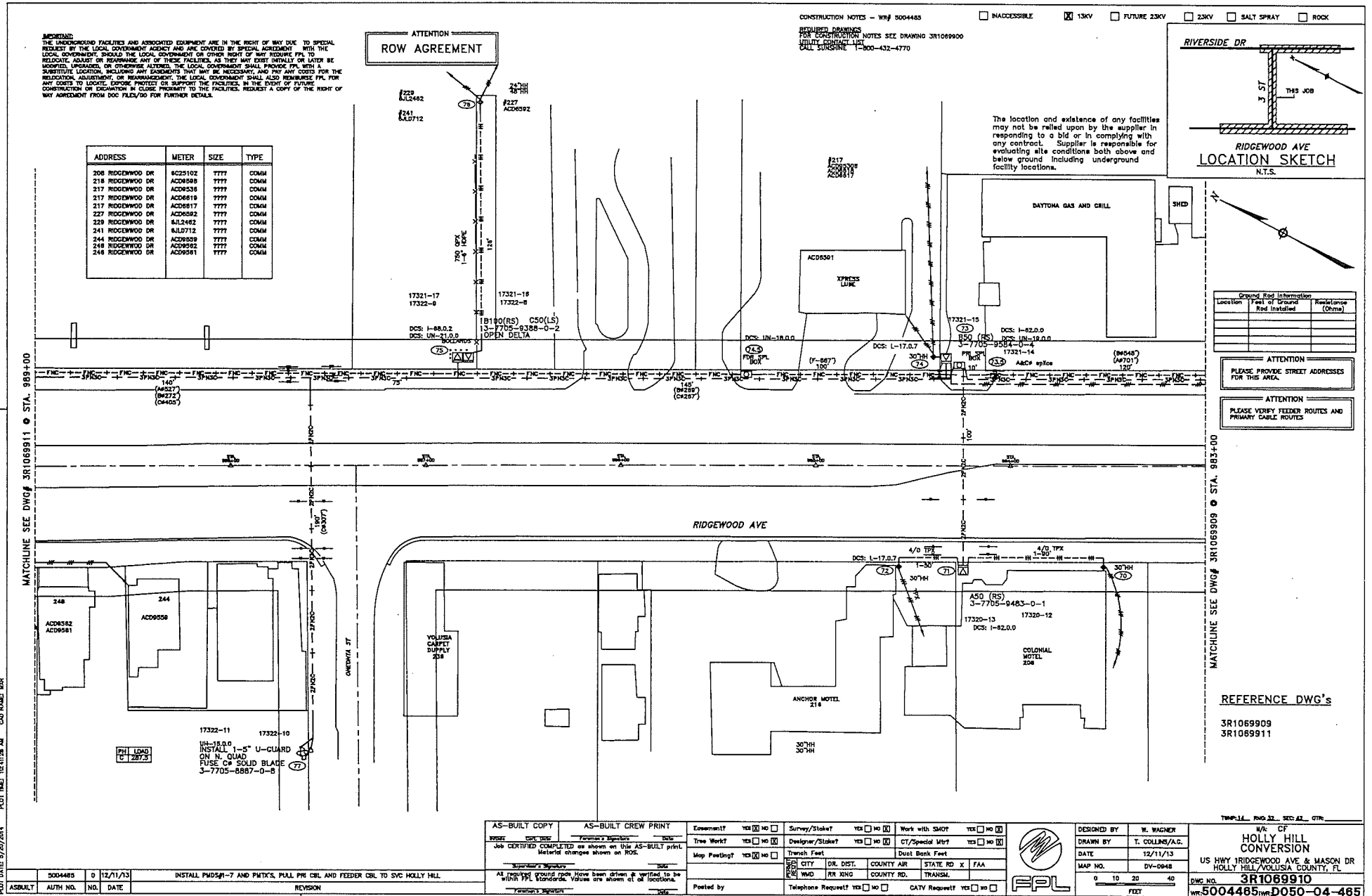
	Total	Labor/Vehicle	Material	Direct Engineering, Supervision, and Support
New UG Facilities (+)	\$542,002	\$148,470	\$264,372	\$129,160
Credit for equivalent OH (-)	(\$252,737)	(\$121,078)	(\$85,168)	(\$46,491)
OH Removal Cost & Make ready (+)	\$303,544	\$244,575	\$14,003	\$44,966
Total	\$592,809	\$271,967	\$193,207	\$127,635
Net Book Value (+)	\$65,897			
Operational Costs Differential (+)	\$3,313	(0.4 miles)		
Salvage Value (-)	\$0			
Subtotal*	\$662,019			
GAF	(\$216,802)			
CIAC	\$445,217			
Engineering Deposit (-)	(\$2,400)			
Net Due FPL	\$442,817			

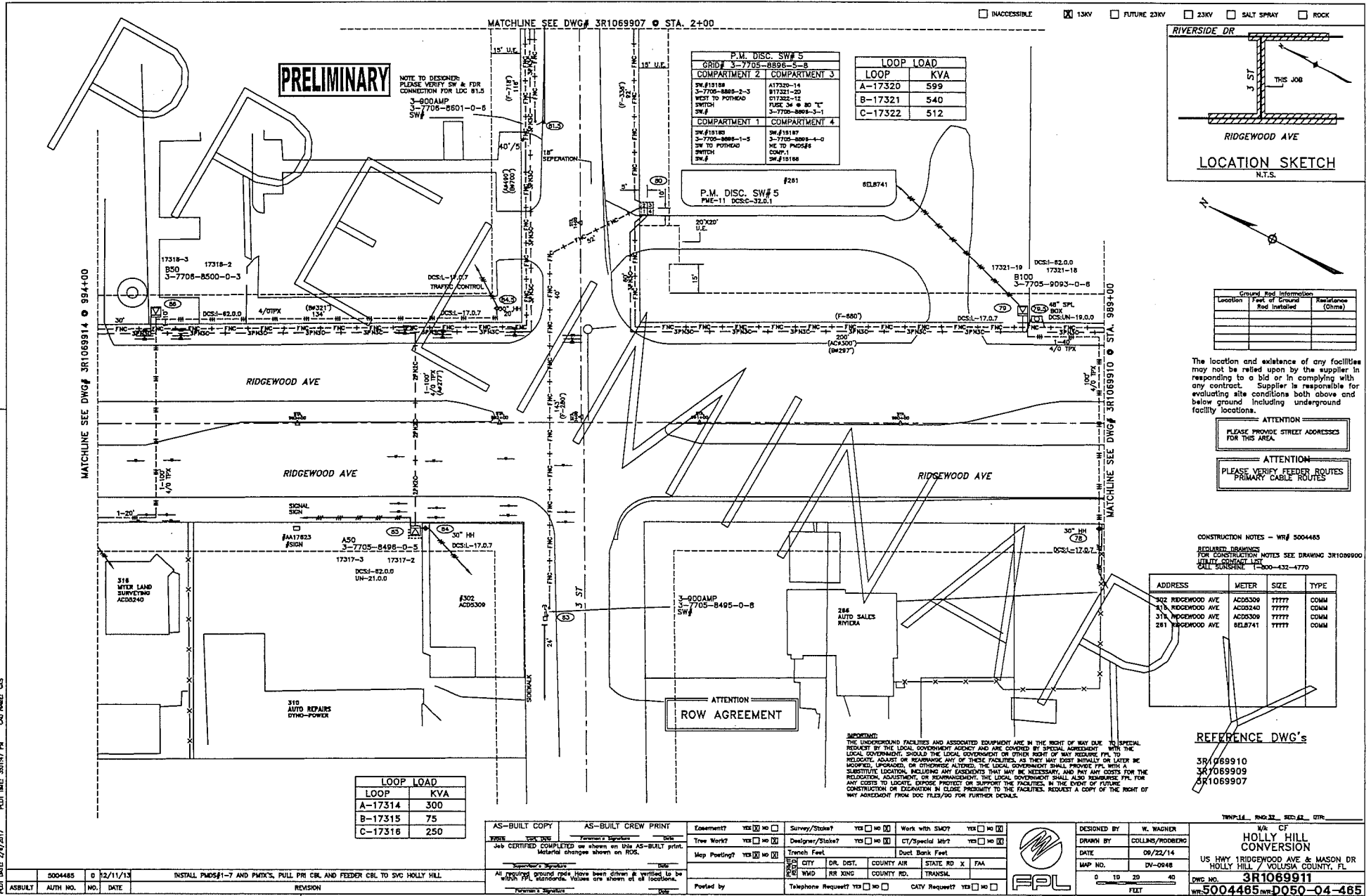
Major Material Breakdown

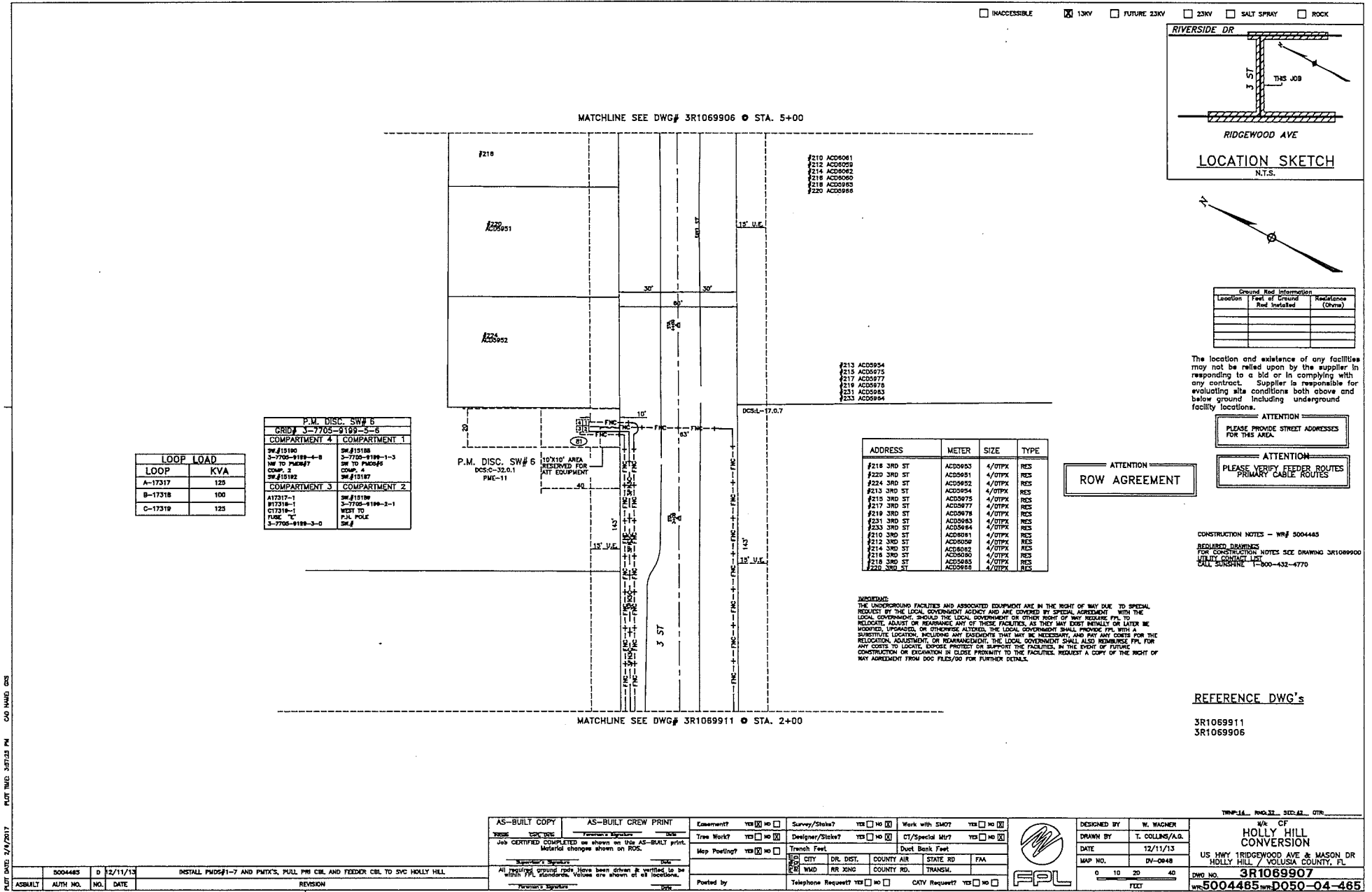
	Quantity	Item
Install	29,499	Primary UG Cable (feet)
	3	UG Switch Cabinet
	18	UG Transformer (each)
	3	Splice box for UG feeder (each)
Remove	12,376	OH Primary Conductor (feet)
	55	Poles (each)
	24	OH Transformer (each)
	0	Primary UG Cable (feet)

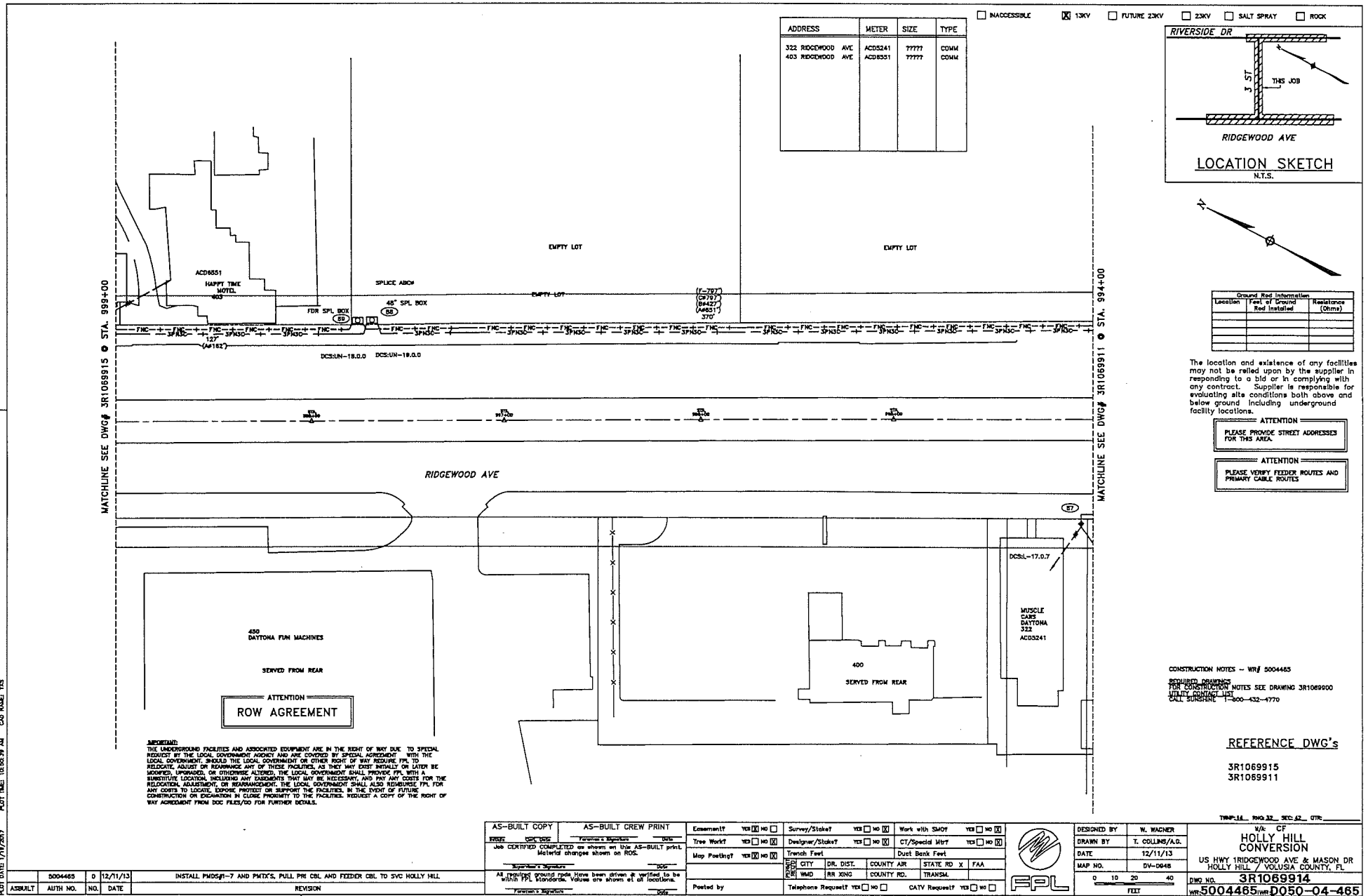




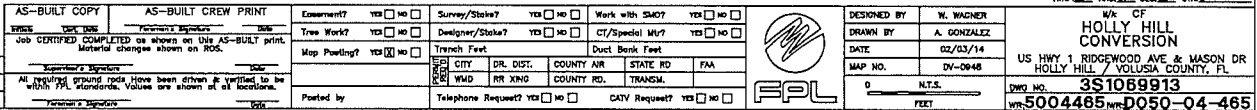












3.1.a

RWO/

APPR

CORR

CH

BY

REVISION

DATE

NO.

WAW

CAD NAME:

9:12:58 AM

PLOT TIME:

12/2/2014

DRAWN BY

WA WAGNER

CHECKED

W. WAGNER

CORRECT

APP.

FDOT

NOTES:

1. ALL CIRCUITS ARE EFFECTIVELY GROUNDED.

2. POLES DO NOT EXCEED 50' IN HEIGHT.

3. POSTED SPEED LIMIT 45 MPH

4. MOT INDEX #605

5. JOB SITE IS WITHIN THE TOWN OF HOLLY HILL, FL

AT LEAST 48 HOURS PRIOR TO CONSTRUCTION, NOTIFY D.O.T. AT:

VOICE: _____

FAX: _____

RIDGEWOOD AVE(SR 5)

3,000'

JOB SITE

MASON AVE

LOCATION SKETCH
N.T.S.

PROPOSED UG
1' INSIDE R/W
1-1/0A IN 1-2" HDPE
DBORE IN 3-4"REAMS
1-4/0A TPX IN 1-2"
HDPE DBORE IN 1 4"
REAM TYPICAL

PROPOSED UG
3-1K MCM IN 6" HDPE
DBORE 8" REAM
3-1/0A IN 3-2" HDPE
DBORE IN 3-4"REAMS
1-4/0A TPX IN 1-2"
HDPE DBORE IN 1 4"
REAM TYPICAL

PROPOSED UG 1'
INSIDE R/W
3-1K MCM IN 6" HDPE
DBORE 8" REAM
3-1/0A IN 3-2" HDPE
DBORE IN 3-4"REAMS
1-4/0A TPX IN 1-2"
HDPE DBORE IN 1 4"
REAM TYPICAL

50' /IIIH CONC
POLES

PLAN VIEW
LOOKING NORTH
N.T.S.

PROPOSED UG
1' INSIDE R/W
1-1/0A IN 1-2" HDPE
DBORE IN 3-4"REAMS
1-4/0A TPX IN 1-2"
HDPE DBORE IN 1 4"
REAM TYPICAL

PROPOSED UG 80" MIN
COVER UNDER ROAD
3-1K MCM IN 6" HDPE
DBORE 8" REAM
3-1/0A IN 3-2" HDPE
DBORE IN 3-4"REAMS
1-4/0A TPX IN 1-2"
HDPE DBORE IN 1 4"
REAM TYPICAL

PROPOSED UG 48" MIN
COVER 1' INSIDE R/W
3-1K MCM IN 6" HDPE
DBORE 8" REAM
3-1/0A IN 3-2" HDPE
DBORE IN 3-4"REAMS
1-4/0A TPX IN 1-2"
HDPE DBORE IN 1 4"
REAM TYPICAL

PROFILE VIEW TYPICAL
LOOKING NORTH
N.T.S.

NOTES:

1. ALL CIRCUITS ARE EFFECTIVELY GROUNDED.
2. POLES DO NOT EXCEED 50' IN HEIGHT.
3. POSTED SPEED LIMIT 45 MPH
4. MOT INDEX #605
5. JOB SITE IS WITHIN THE TOWN OF HOLLY HILL, FL

AT LEAST 48 HOURS
PRIOR TO CONSTRUCTION,
NOTIFY D.O.T. AT:

VOICE: _____

FAX: _____

VOLUSIA

SECTION 39

T- 15 -S

R- 33 -E

STATE ROAD SECTION
NO. 79030

FOREIGN
UTILITIES

STM. SEWER	SAN. SEWER
CATV	GAS
WATER	SBT

PROPOSED UG
RIDGEWOOD AVE (SR 5)
165' N/O MASON AVE TO 5TH AVE
HOLLY HILL , FL



DATE	11/21/14
JOB NO.	5004465
MAP NO.	EB-0946
DWG. NO.	3D1069916
REV. NO.	0

FLORIDA POWER & LIGHT COMPANY

Eighth Revised Sheet No. 9.725
Cancels Seventh Revised Sheet No. 9.725**UNDERGROUND FACILITIES CONVERSION AGREEMENT –
GOVERNMENTAL ADJUSTMENT FACTOR WAIVER**

This Agreement is made and entered into this _____ day of _____, 20_____, by and between **CITY OF HOLLY HILL** (“Local Government Applicant”), a Florida municipal corporation or county with an address of 1065 Ridgewood Ave., Holly Hill, FL 32117 and **FLORIDA POWER & LIGHT COMPANY** (“FPL”), a Florida corporation with an address of P.O. Box 14000, 700 Universe Boulevard, Juno Beach, FL 33408-0429.

WHEREAS, the Local Government Applicant has requested that FPL convert certain overhead electric distribution facilities located within the following boundaries (the “Conversion”): Along Ridgewood Ave. from 5th Street to Walker Street (collectively, the “Existing Overhead Facilities”, WR # 54874043) to underground facilities, including transformers, switch cabinets and other appurtenant facilities installed above ground as set forth in Attachment A hereof (collectively, the “Underground Facilities”, WR # 5487038).

NOW THEREFORE, in consideration of the foregoing premises and the covenants and agreements set forth herein, and other consideration the sufficiency of which is hereby acknowledged, the parties intending to be legally bound, hereby covenant and agree as follows:

1. **Governmental Adjustment Factor Waiver (“GAF Waiver”) Eligibility Criteria.** The Local Government Applicant represents and warrants that it meets the following eligibility criteria for the Conversion:
 - a. In order for the Conversion to incorporate a sufficient amount of overhead facilities to provide electrical continuity, the Conversion must include a minimum of approximately 3 pole line miles or approximately 200 detached dwelling units within contiguous or closely proximate geographic areas (the “Conversion Area”). The Conversion may be completed in mutually agreed upon phases, with the project size minimums applying to the aggregate project – provided that any necessary subsequent phase begins within a 1 year period from completion of the prior phase and the minimums are met within, at most, 3 phases; and
 - b. The Local Government Applicant must require all customers within the Conversion Area who currently have overhead service directly from the Existing Overhead Facilities to convert their service entrances to underground within 6 months of completion of the Underground Facilities installation or each phase thereof; and
 - c. The Local Government Applicant must be willing and able to execute a right of way (“ROW”) agreement with FPL if the Local Government Applicant requests that facilities be placed in the ROW; and
 - d. For any affected laterals, the complete lateral must be converted, including all stages of any multi-stage lateral; and
 - e. The Local Government Applicant must demonstrate to the reasonable satisfaction of FPL that the sum of the GAF Waiver credit plus any federal or state funds that the Local Government Applicant is able to use to support the Conversion does not exceed the otherwise applicable CIAC as calculated before application of the GAF Waiver.

Special Circumstances. Conversions which do not meet the project size minimums described in section 1.a are eligible for the GAF Waiver in the following special circumstances:

- i. 100% of the Existing Overhead Facilities within the Local Government Applicant’s corporate limits are to be converted, but are less than the pole line mileage or dwelling unit minimums; or
- ii. A single lateral that serves at least one Critical Infrastructure Facility as determined by the appropriate local agency with the mutual agreement of FPL; or
- iii. An island or peninsula where 100% of the Existing Overhead Facilities are to be converted; or

(Continued on Sheet No. 9.726)

FLORIDA POWER & LIGHT COMPANY

Fifth Revised Sheet No. 9.726
Cancels Fourth Revised Sheet No. 9.726

(Continued from Sheet No. 9.725)

- iv. When the aggregate size of the first 3 phases of a project would satisfy the minimum size criteria but, for mutually-agreed engineering or logistical reasons, those phases are non-contiguous; provided that (a) the next (4th) phase must be adjacent to one or more of the first 3 phases such that the combined contiguous area meets the minimum size criteria, and (b) this 4th phase begins within 1 year from completion of the 3rd phase.
2. **Contribution-in-Aid-of-Construction (CIAC).** The Local Government Applicant shall pay FPL a CIAC as required by FPL's Electric Tariff and Section 25-6.115 of the Florida Administrative Code with the Otherwise Applicable CIAC amount reduced by the GAF Waiver.
- | | | |
|------------------------------|-------------------|-------------------------------------|
| i. Otherwise Applicable CIAC | \$ 1,483,378 | _____ |
| ii. GAF Waiver | \$ 494,472 | _____ |
| iii. CIAC Due | \$ <u>988,906</u> | (Cust. performs some UG Work -C&C) |

In the event the actual cost of the Conversion exceeds the estimate, the Otherwise Applicable CIAC shall be adjusted by the lesser of (a) the difference between the actual cost of the Conversion and the estimate, or (b) 10% of the Otherwise Applicable CIAC identified above. The GAF Waiver shall also be adjusted accordingly and the Local Government Applicant shall pay FPL the resulting difference in the amount of the CIAC Due.

3. **Applicant-Installed Facilities.** The Local Government Applicant may, upon entering into an applicant-installed facilities agreement satisfactory to FPL, construct and install all or a portion of the Underground Facilities. Such work must meet FPL's construction standards and FPL will own and maintain the completed facilities. The Local Government Applicant agrees to rectify any deficiencies, found by FPL, prior to the connection of any customers to the Underground Facilities and the removal of the Existing Overhead Facilities.
4. **Compliance with Tariff.** The Local Government Applicant agrees to comply with and abide by the requirements, terms, and conditions of FPL's Electric Tariff.
5. **Timing of Conversion.** Upon compliance by the Local Government Applicant with the requirements, terms, and conditions of FPL's Electric Tariff, this Agreement and any other applicable agreements, FPL will proceed in a timely manner with the Conversion in accordance with the construction drawings and specifications set forth in Attachment A hereof.
6. **Relocation.** In the event that the Underground Facilities are part of, or are for the purposes of, relocation, then this Agreement shall be an addendum to the relocation agreement between FPL and the Local Government Applicant. In the event of any conflict between the relocation agreement and this Agreement or the Electric Tariff, this Agreement and the Electric Tariff shall control.
7. **Term.** This Agreement shall remain in effect for as long as FPL or any successor or assign owns or operates the Underground Facilities.
8. **GAF Waiver Repayment.** If the Local Government Applicant does not satisfy the relevant eligibility criteria, the Local Government Applicant shall repay the GAF Waiver within 30 days of written notice from FPL of such failure. Additionally, if at any point within 30 years of completion of the Underground Facilities installation, the Local Government Applicant elects to have electric service within the Conversion Area supplied by a provider other than FPL, the Local Government Applicant shall repay FPL a pro-rata share of the GAF Waiver. The pro-rata share (which shall reflect partial years) shall be determined as follows:

$$\text{GAF Waiver} * [(30 - \text{years since the Underground Facilities completion date}) / 30]$$

(Continued on Sheet No. 9.727)

FLORIDA POWER & LIGHT COMPANY

Original Sheet No. 9.727

(Continued from Sheet No. 9.726)

9. **Termination Prior to the Conversion Completion.** Failure by the Local Government Applicant to comply with any of the requirements, terms, or conditions of this Agreement or FPL's Electric Tariff shall result in termination of this Agreement. The Local Government Applicant may terminate this Agreement at any time prior to the start of the Conversion and the CIAC paid by the Local Government Applicant will be refunded to the Local Government Applicant; provided however, that the refund of the CIAC shall be offset by any costs incurred by FPL in performing under the Agreement up to the date of termination.
10. **Assignment.** The Local Government Applicant shall not assign this Agreement without the written consent of FPL.
11. **Adoption and Recording.** This Agreement shall be adopted by the Local Government Applicant and maintained in the official records of the Local Government Applicant for the duration of the term of this Agreement. This Agreement also shall be recorded in the Official Records of the County in which the Underground Facilities are located, in the place and in the manner in which deeds are typically recorded.
12. **Conflict between Terms of Franchise Agreement.** In the event of a conflict between the terms of this Agreement and any permit or franchise agreement entered into by Local Government Applicant and FPL, the terms of this Agreement shall control.

IN WITNESS WHEREOF, FPL and the Local Government Applicant have executed this Agreement on the date first set forth above.

CITY OF HOLLY HILL

FPL

Signed _____

Signed _____

Name _____

Name _____

Title _____

Title _____

Signed _____

Name _____

Title _____

Approved as to Terms and Conditions

Signed _____

Name _____

Title _____

Approved as to Form and Legal Sufficiency

Signed _____

Name _____

Title _____

Overhead to Underground Conversion - Customer Cost Sheet

Project: Holly Hill - US #1 - Phase #2 (5th to Walker) Date Estimate Provided to Customer: May 22, 2017

Customer Performs Some Work - Conduit & Concrete Products Installation

Underground Cost

New UG Installation (+)	\$1,281,330	Cost for FPL to install new underground facilities
Equivalent OH Installation (-)	(\$523,573)	Cost to install an overhead system at current hardening standards

Existing Overhead Cost

OH Removal Cost & Make ready (+)	\$631,590	Cost for FPL to remove existing overhead facilities
Existing OH Value (+)	\$82,106	Net Book Value of existing OH facilities to be removed
Operational Costs Differential (+)	\$11,925	30-year Net present value of the est. operational OH / UG Diff. cost
Salvage Value (-)	\$0	Credit for re-usable items
Subtotal*	\$1,483,378	Total customer contribution as specified in Tariff 12.2.3
GAF	(\$494,472)	
CIAC	\$988,906	
Engineering Deposit (-)	(\$8,640)	Engineering deposit previously collected
Net Due FPL	\$980,266	Total customer contribution owed

Cost Breakdowns for Customer Contributions

	Total	Labor/Vehicle	Material	Direct Engineering, Supervision, and Support
New UG Facilities (+)	\$1,281,330	\$341,408	\$634,718	\$305,204
Credit for equivalent OH (-)	(\$523,573)	(\$259,603)	(\$168,225)	(\$95,745)
OH Removal Cost & Make ready (+)	\$631,590	\$432,444	\$96,795	\$102,351
Total	\$1,389,347	\$514,249	\$563,288	\$311,810
Net Book Value (+)	\$82,106			
Operational Costs Differential (+)	\$11,925	(1.4 miles)		
Salvage Value (-)	\$0			
Subtotal*	\$1,483,378			
GAF	(\$494,472)			
CIAC	\$988,906			
Engineering Deposit (-)	(\$8,640)			
Net Due FPL	\$980,266			

Major Material Breakdown

	Quantity	Item
Install	71,171	Primary UG Cable (feet)
	10	UG Switch Cabinet
	32	UG Transformer (each)
	5	Splice box for UG feeder (each)
Remove	24,601	OH Primary Conductor (feet)
	98	Poles (each)
	33	OH Transformer (each)
	171	Primary UG Cable (feet)



Florida Power & Light Company, 2455 Port West Blvd., West Palm Beach, FL 33407

May 22, 2017

Mr. Joe Forte
City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

**Re: City of Holly Hill
Electric Facilities Conversion
Phase #1 – Ridgewood Ave. – Mason Ave. to 5th St.
Binding Cost Estimate
WR # 5004465**

Dear Mr. Forte:

FPL welcomes the opportunity to assist you in determining if underground service is right for your area. As per your request, FPL has completed a binding cost estimate for the project designated as the Ridgewood - Phase 1 Conversion project. The binding cost estimate amount, known as the Contribution In Aid of Construction (C.I.A.C.), required for converting the area to underground is \$650,406. This estimate is based on the attached underground design. In addition, the cost estimate includes a more than \$450,000 adjustment credit for both FPL's Government Adjustment Factor (G.A.F.) Waiver and as required in the C.I.A.C. formula, tariff Section 12.1, credit for an equivalent overhead system designed at the current hardened (i.e. extreme wind) standard. Further the cost assumes the following:

- Direction Bore Method of Construction
- All work will be performed during the daylight hours, Monday through Friday, 8 A.M. to 5 P.M.. Any after hours work, e.g. disconnect / reconnect service appointments or requiring construction at night, would be an additional expense for the City.

This binding cost estimate is valid for 180 days and a response must be received within that timeframe. Should you agree to move forward with the project, please sign and return the enclosed documents. Once we receive the acceptance package (e.g. partially executed documents and C.I.A.C. payment), we will commence the construction process (i.e. initiate bid requests and material purchasing). Any deposits that you have already paid will be applied towards the C.I.A.C. and you must pay the remaining difference of \$648,006.00

Page 2

before we begin construction. Failure to execute the applicable Agreement and pay the C.I.A.C. specified in the Agreement within the 180 day time limit, or termination of the Agreement, shall result in the expiration of the binding cost estimate. However, if you choose to cancel your request or not respond in time, your engineering deposit will not be returned and the estimate will be withdrawn.

This estimate only includes the charges to be paid to FPL. There are additional costs which are the customer's responsibility and should also be considered. These potential costs include:

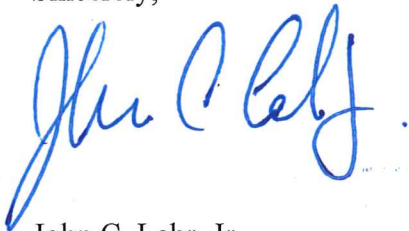
- Site restoration (sod, landscaping, pavement, sidewalks, etc).
- Rearrangement of customer electric service entrances (requires electrician) from overhead to underground. Also, additional customer expense if local inspecting authorities require customer wiring to be brought up to current codes.
- Removal and burial of other utilities (e.g. telecom, CATV, etc.).
- Any project scope changes that modify the enclosed drawings.
- Acquiring, describing, securing and recording of easements for underground facilities.

In addition, attached is the additional estimate the City requested for Phase #1.

- Customer Performs Some Work – Conduit & Concrete Products Installation.

We look forward to working with you and your staff as this project progresses. If you have any questions, please contact me at 561-845-4624.

Sincerely,



John C. Lehr, Jr.
Manager – OH /UG Conversions
Power Delivery
FPL

Attachments



May 22, 2017

Mr. Joe Forte
City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

**Re: City of Holly Hill
Electric Facilities Conversion
Phase #2 – Ridgewood Ave. – 5th St. to Walker St.
Binding Cost Estimate
WR # 5487038**

Dear Mr. Forte:

FPL welcomes the opportunity to assist you in determining if underground service is right for your area. As per your request, FPL has completed a binding cost estimate for the project designated as the Ridgewood - Phase 1 Conversion project. The binding cost estimate amount, known as the Contribution In Aid of Construction (C.I.A.C.), required for converting the area to underground is \$1,483,415. The underground drawings for the project are being finalized and a full set will be sent to you once they are complete. In addition, the cost estimate includes a more than \$1,000,000 adjustment credit for both FPL's Government Adjustment Factor (G.A.F.) Waiver and as required in the C.I.A.C. formula, tariff Section 12.1, credit for an equivalent overhead system designed at the current hardened (i.e. extreme wind) standard. Further the cost assumes the following:

- Direction Bore Method of Construction
- All work will be performed during the daylight hours, Monday through Friday, 8 A.M. to 5 P.M.. Any after hours work, e.g. disconnect / reconnect service appointments or requiring construction at night, would be an additional expense for the City.

This binding cost estimate is valid for 180 days and a response must be received within that timeframe. Should you agree to move forward with the project, please sign and return the enclosed documents. Once we receive the acceptance package (e.g. partially executed documents and C.I.A.C. payment), we will commence the construction process (i.e. initiate bid requests and material purchasing). Any deposits that you have already paid will be

Page 2

applied towards the C.I.A.C. and you must pay the remaining difference of \$1,474,775.00 before we begin construction. Failure to execute the applicable Agreement and pay the C.I.A.C. specified in the Agreement within the 180 day time limit, or termination of the Agreement, shall result in the expiration of the binding cost estimate. However, if you choose to cancel your request or not respond in time, your engineering deposit will not be returned and the estimate will be withdrawn.

This estimate only includes the charges to be paid to FPL. There are additional costs which are the customer's responsibility and should also be considered. These potential costs include:

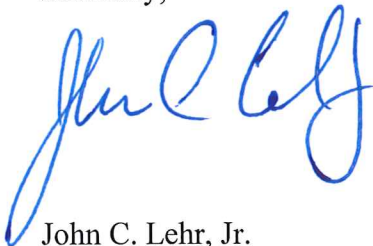
- Site restoration (sod, landscaping, pavement, sidewalks, etc).
- Rearrangement of customer electric service entrances (requires electrician) from overhead to underground. Also, additional customer expense if local inspecting authorities require customer wiring to be brought up to current codes.
- Removal and burial of other utilities (e.g. telecom, CATV, etc.).
- Any project scope changes that modify the enclosed drawings.
- Acquiring, describing, securing and recording of easements for underground facilities.

In addition, attached is the additional estimate the City requested for Phase #2.

- Customer Performs Some Work – Conduit & Concrete Products Installation.

We look forward to working with you and your staff as this project progresses. If you have any questions, please contact me at 561-845-4624.

Sincerely,



John C. Lehr, Jr.
Manager – OH /UG Conversions
Power Delivery
FPL

Attachments

FLORIDA POWER & LIGHT COMPANY

Fifth Revised Sheet No. 6.300
Cancels Fourth Revised Sheet No. 6.300INSTALLATION OF UNDERGROUND ELECTRIC DISTRIBUTION FACILITIES
FOR THE CONVERSION OF OVERHEAD ELECTRIC DISTRIBUTION FACILITIES

SECTION 12.1 DEFINITIONS

APPLICANT - Any person, corporation, or entity capable of complying with the requirements of this tariff that has made a written request for underground electric distribution facilities in accordance with this tariff.

CONVERSION - Any installation of underground electric distribution facilities where the underground facilities will be substituted for existing overhead electric distribution facilities, including relocations.

CONTRIBUTION-IN-AID-OF-CONSTRUCTION (CIAC) - The CIAC to be paid by an Applicant under this tariff section shall be the result of the following formula:

CIAC =

- 1) The estimated cost to install the requested underground facilities;
- + 2) The estimated cost to remove the existing overhead facilities;
- + 3) The net book value of the existing overhead facilities;
- 4) The estimated cost that would be incurred to install new overhead facilities, in lieu of underground, to replace the existing overhead facilities (the "Hypothetical Overhead Facilities");
- 5) The estimated salvage value of the existing overhead facilities to be removed;
- + 6) The 30-year net present value of the estimated non-storm underground v. overhead operational costs differential;
- 7) The 30-year net present value of the estimated average Avoided Storm Restoration Costs ("ASRC") calculated as a percentage of the sum of lines 1) through 6). Simplified eligibility criteria for each ASRC Tier are summarized below. Applicants must enter into an Underground Facilities Conversion Agreement with the Company which provides full details on terms, conditions and compliance requirements.

<u>Tier</u>	<u>Percentage</u>	<u>Pole-Line Miles</u>	<u>Customer Conversions</u>	<u>Completion</u>
1 *	25%	3 or more	100%	3 phases
2	10%	1 to <3	100%	3 phases
3	5%	< 1	n/a	n/a

* The GAF Waiver will apply in lieu of Tier 1 ASRC for eligible conversions by Local Government Applicants.

GAF Waiver

For Applicants entering into an Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver with the Company, the otherwise applicable CIAC amount, as calculated above, shall be reduced by the GAF Waiver. The amount of the GAF Waiver shall be calculated as follows:

GAF Waiver =

- 25% x the otherwise applicable CIAC;
- + 75% x the ASRC (avoids double-counting the ASRC embedded in the otherwise applicable CIAC.)

If the Applicant elects to construct and install all or part of the underground facilities, then for purposes of calculating the ASRC or the GAF Waiver amount only, the otherwise applicable CIAC shall be adjusted to add FPL's estimated cost for the Applicant-performed work. In addition, the Direct Engineering, Supervision, and Support (DESS) costs associated with this Applicant-performed work will be reduced by 20% from the amount that would have applied if FPL performed this work.

DISTRIBUTION SYSTEM - Electric service facilities consisting of primary and secondary conductors, service drops, service laterals, conduits, transformers and necessary accessories and appurtenances for the furnishing of electric power at utilization voltage.

SERVICE FACILITIES - The entire length of conductors between the distribution source, including any conduit and or risers at a pole or other structure or from transformers, from which only one point of service will result, and the first point of connection to the service entrance conductors at a weatherhead, in a terminal, or meter box outside the building wall; the terminal or meter box; and the meter.

(Continued on Sheet No. 6.301)

Original Sheet No. 6.301

FLORIDA POWER & LIGHT COMPANY

(Continued from Sheet No. 6.300)

SECTION 12.2 GENERAL

12.2.1 Application

This tariff section applies to all requests for underground electric distribution facilities where the facilities requested will be substituted for existing overhead electric distribution facilities. Any person, corporation, or entity capable of complying with the requirements of this tariff may submit a request as follows. Requests shall be in writing and must specify in detail the overhead electric distribution facilities to be converted or the area to be served by underground electric distribution facilities in lieu of presently existing overhead electric distribution facilities serving said area. Upon receipt of a written request, FPL will determine the feasibility of converting the existing facilities, any necessary revisions to this written request, and the non-refundable deposit amount necessary to secure a binding cost estimate and notify the applicant of said amount.

12.2.2 Contribution-in-Aid-Of-Construction (CIAC)

Upon the payment of a non-refundable deposit by an Applicant, FPL shall prepare a binding cost estimate specifying the contribution in aid of construction (CIAC) required for the installation of the requested underground distribution facilities, where the installation of such facilities is feasible, and provide said estimate to the Applicant upon completion of the estimate along with either an Underground Facilities Conversion Agreement or an Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver. The CIAC amount to be collected pursuant to a binding cost estimate from an Applicant shall not be increased by more than 10 percent of the binding cost estimate to account for actual costs incurred in excess of the binding cost estimate. However, the CIAC may be subject to increase or refund if the project scope is enlarged or reduced at the request of the Applicant, or the CIAC is found to have a material error prior to the commencement of construction. The binding cost estimate provided to an Applicant shall be considered expired if the Applicant does not enter into either an Underground Facilities Conversion Agreement or an Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver and pay the CIAC amount specified for the installation of the requested underground electric distribution facilities within 180 days of delivery of the binding cost estimate to the Applicant by FPL.

(Continued on Sheet No. 6.310)

FLORIDA POWER & LIGHT COMPANY

Third Revised Sheet No. 6.310
Cancels Second Revised Sheet No. 6.310

(Continued from Sheet No. 6.301)

12.2.3 Non-Refundable Deposits

The non-refundable deposit for a binding cost estimate for conversion to a direct buried cable in conduit underground electric distribution system shall be determined by multiplying the number of pole line feet of existing overhead electric distribution facilities to be converted by \$1.20. The deposit must be paid to FPL to initiate the estimating process. The deposit will not be refundable, however, it will be applied in the calculation of the CIAC required for the installation of underground distribution facilities. The deposit and the preparation of a binding cost estimate are a prerequisite to the execution of either an Underground Facilities Conversion Agreement or an Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver. If the request for underground electric distribution facilities involves the conversion of less than 250 pole line feet of existing overhead facilities, then no deposit will be required for a binding cost estimate, provided, however, that all other requirements of this tariff shall still apply.

12.2.4 Non-Binding Cost Estimates

Any person, corporation, or entity may request a non-binding cost estimate free of charge. The non-binding cost estimate shall be an order of magnitude estimate to assist the requestor in determining whether to go forward with a binding cost estimate. Neither an Underground Facilities Conversion Agreement nor an Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver may be executed on the basis of a non-binding cost estimate.

12.2.5 Underground Facilities Conversion Agreement

Any Applicant seeking the installation of underground distribution facilities pursuant to a written request hereunder shall execute either the Underground Facilities Conversion Agreement set forth in this tariff at Sheet No. 9.720 or, if applicable, the Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver set forth in this tariff at Sheet No. 9.725. The applicable Agreement must be executed and the CIAC paid by the Applicant within 180 days of the delivery of the binding cost estimate to the Applicant. Failure to execute the applicable Agreement and pay the CIAC specified in the Agreement within the 180 day time limit, or termination of the Agreement, shall result in the expiration of the binding cost estimate. Any subsequent request for underground facilities will require the payment of a new deposit and the presentation of a new binding cost estimate. For good cause FPL may extend the 180 day time limit. Upon execution of either the Underground Facilities Conversion Agreement or the Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver, payment in full of the CIAC specified in the binding cost estimate, and compliance with the requirements of this tariff, FPL shall proceed to convert the facilities identified in a timely manner. However, new service extensions, maintenance and reliability projects, and service restorations shall take precedence over facilities conversions.

12.2.6 Simultaneous Conversion of Other Pole Licensees

Before the initiation of any project to provide underground electric distribution facilities pursuant to either an Underground Facilities Conversion Agreement or an Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver the Applicant shall have executed agreements with all affected pole licensees (e.g. telephone, cable TV, etc.) for the simultaneous conversion of those pole licensees' facilities and provide FPL with an executed copy of the Agreement(s). Such agreements shall specifically acknowledge that the affected pole licensees will coordinate their conversion with FPL and other licensees in a timely manner so as to not create unnecessary delays. Failure to present FPL with executed copies of any necessary agreements with affected pole licensees within 180 days after delivery of the binding cost estimate to the Applicant shall result in the expiration of the binding cost estimate, the return of any CIAC paid, and the termination of any Underground Facilities Conversion Agreement or Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver entered into between the Applicant and FPL.

12.2.7 Easements

Before the initiation of any project to provide underground electric distribution facilities pursuant to either an Underground Facilities Conversion Agreement or an Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver, the Applicant shall provide FPL, at no cost to FPL, all easements, including legal descriptions of such easements and all survey work associated with producing legal descriptions of such easements, specified as necessary by FPL to accommodate the requested underground facilities along with an opinion of title that the easements are valid. Failure to provide the easements in the manner set forth above within 180 days after the delivery of the binding cost estimate to the Applicant shall result in the expiration of the binding cost estimate, the return of any CIAC paid, and the termination of any Underground Facilities Conversion Agreement or Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver entered into between the Applicant and FPL.

(Continued on Sheet No. 6.320)

FLORIDA POWER & LIGHT COMPANY

Third Revised Sheet No. 6.320
Cancels Second Revised Sheet No. 6.320

(Continued from Sheet No. 6.310)

12.2.8 Affected Customer Services

The Applicant shall be responsible for the costs associated with any modifications to the service facilities of customers affected by the conversion of FPL distribution facilities which are made necessary as a result of the conversion. The Applicant shall be responsible for arranging the conversion of affected residential overhead customer service facilities by providing, at no cost to FPL:

- a) any necessary rearranging of the customer's existing electric service entrance facilities to accommodate an underground service lateral through the use of a licensed electrical contractor, in accordance with all local ordinances, codes, and FPL specifications; and
- b) a suitable trench, install FPL provided conduit according to FPL specifications to a point designated by FPL, and perform the backfilling and any landscape, pavement or other similar repairs

FPL shall be responsible for the installation of the service lateral cable, the cost of which shall be included in the Applicant's binding cost estimate. In the event a customer does not allow the Applicant to convert the customer's affected overhead services, or the Applicant fails to comply with the above requirements in a timely manner consistent with FPL's conversion construction schedule, then the Applicant shall pay FPL, in addition to the CIAC specified in the binding cost estimate, the costs associated with maintaining service to said customer through an overhead service drop. The cost for maintaining an overhead service drop from an underground system shall be:

- a) the sum of \$789 for residential dwellings containing less than five individual units; or,
- b) the estimated cost to maintain service for residential dwellings containing five or more individual units.

For existing residential underground service laterals affected by a conversion the Applicant shall be responsible for the trenching, backfilling and any landscape, pavement or other similar repairs and installation of FPL provided conduit, according to FPL specifications, necessary to bring existing underground service laterals of affected customers to an FPL designated handhole or transformer. FPL will install the necessary cable, the cost of which shall be included in the binding cost estimate. However, in the event that a customer owned service lateral fails on connection to the underground distribution system the customer will be responsible for the replacement of their service lateral or compliance with section 10.5 of FPL's tariff.

The Applicant's responsibilities for modifications to the service facilities of non-residential customers affected by the conversion of FPL distribution facilities which are made necessary as a result of the conversion will be specified in an attachment to any Underground Facilities Conversion Agreement or Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver.

12.2.9 Other Terms and Conditions

Through the execution of either the Underground Facilities Conversion Agreement set forth in this tariff at Sheet No. 9.720 or the Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver set forth in this tariff at Sheet No. 9.725 the Applicant agrees to the following:

- a) The Applicant shall be responsible for all restoration of, repair of, or compensation for, property affected, damaged, or destroyed, to accommodate the installation of underground distribution facilities and the removal of FPL's overhead distribution facilities;
- b) subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company - Governmental, FPL's General Rules and Regulations, the Applicant shall indemnify FPL from any claim, suit, or other proceeding, which seeks the restoration of, or repair of, or compensation for, property affected, damaged, or destroyed, to remove existing facilities or to accommodate the installation of underground distribution facilities arising from or brought as a result of the installation of underground distribution facilities;
- c) the Applicant shall clear easements provided to FPL of trees, tree stumps and other obstructions that conflict with construction or installation of underground distribution facilities in a timely manner consistent with FPL's construction schedule.

(Continued on Sheet No. 6.330)

FLORIDA POWER & LIGHT COMPANY

Second Revised Sheet No. 6.330
Cancels First Revised Sheet No. 6.330

(Continued from Sheet No. 6.320)

12.2.10 Type of System Provided

An underground distribution system will be provided in accordance with FPL's current design and construction standards.

12.2.11 Design and Ownership

FPL will design, install, own, and maintain the electric distribution facilities up to the designated point of delivery except as otherwise noted. The Applicant may, subject to a contractual agreement with FPL, construct and install all or a portion of the underground distribution facilities provided that:

- a) such work meets FPL's construction standards;
- b) FPL will own and maintain the completed distribution facilities;
- c) the construction and installation of underground distribution facilities by the Applicant is not expected to cause the general body of ratepayers to incur greater costs;
- d) the Applicant agrees to pay FPL's current applicable hourly rate for engineering personnel for all time spent for (i) reviewing and inspecting the Applicant's work done, and (ii) developing any separate cost estimate(s) that are either requested by the Applicant to reflect only FPL's portion of the work or are required by FPL to reflect both the Applicant's and FPL's portions of the work for the purpose of a GAF Waiver calculation pursuant to an Underground Facilities Conversion Agreement – Governmental Adjustment Factor Waiver; and
- e) the Applicant agrees to rectify any deficiencies found by FPL prior to the connection of any Customers to the underground electric distribution system and the removal of the overhead electric distribution facilities.

12.2.12 Relocation

Where underground electric facilities are requested as part of, or for the purpose of, relocation, the requirements of this tariff shall apply. As applicable, the Underground Facilities Conversion Agreement or the Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver shall be executed as an addendum to the relocation agreement between FPL and the Applicant. In the event of any conflict between the relocation agreement and this tariff, the tariff shall control. Furthermore, where the regulations of the Federal or State Department of Transportation (DOT) prevent pre-payment of deposits and other conversion costs, the Federal or State DOT may pay the CIAC after the work has been performed.

FLORIDA POWER & LIGHT COMPANY

Fifth Revised Sheet No. 6.300
Cancels Fourth Revised Sheet No. 6.300INSTALLATION OF UNDERGROUND ELECTRIC DISTRIBUTION FACILITIES
FOR THE CONVERSION OF OVERHEAD ELECTRIC DISTRIBUTION FACILITIES

SECTION 12.1 DEFINITIONS

APPLICANT - Any person, corporation, or entity capable of complying with the requirements of this tariff that has made a written request for underground electric distribution facilities in accordance with this tariff.

CONVERSION - Any installation of underground electric distribution facilities where the underground facilities will be substituted for existing overhead electric distribution facilities, including relocations.

CONTRIBUTION-IN-AID-OF-CONSTRUCTION (CIAC) - The CIAC to be paid by an Applicant under this tariff section shall be the result of the following formula:

CIAC =

- 1) The estimated cost to install the requested underground facilities;
- + 2) The estimated cost to remove the existing overhead facilities;
- + 3) The net book value of the existing overhead facilities;
- 4) The estimated cost that would be incurred to install new overhead facilities, in lieu of underground, to replace the existing overhead facilities (the "Hypothetical Overhead Facilities");
- 5) The estimated salvage value of the existing overhead facilities to be removed;
- + 6) The 30-year net present value of the estimated non-storm underground v. overhead operational costs differential;
- 7) The 30-year net present value of the estimated average Avoided Storm Restoration Costs ("ASRC") calculated as a percentage of the sum of lines 1) through 6). Simplified eligibility criteria for each ASRC Tier are summarized below. Applicants must enter into an Underground Facilities Conversion Agreement with the Company which provides full details on terms, conditions and compliance requirements.

<u>Tier</u>	<u>Percentage</u>	<u>Pole-Line Miles</u>	<u>Customer Conversions</u>	<u>Completion</u>
1 *	25%	3 or more	100%	3 phases
2	10%	1 to <3	100%	3 phases
3	5%	< 1	n/a	n/a

* The GAF Waiver will apply in lieu of Tier 1 ASRC for eligible conversions by Local Government Applicants.

GAF Waiver

For Applicants entering into an Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver with the Company, the otherwise applicable CIAC amount, as calculated above, shall be reduced by the GAF Waiver. The amount of the GAF Waiver shall be calculated as follows:

GAF Waiver =

- 25% x the otherwise applicable CIAC;
- + 75% x the ASRC (avoids double-counting the ASRC embedded in the otherwise applicable CIAC.)

If the Applicant elects to construct and install all or part of the underground facilities, then for purposes of calculating the ASRC or the GAF Waiver amount only, the otherwise applicable CIAC shall be adjusted to add FPL's estimated cost for the Applicant-performed work. In addition, the Direct Engineering, Supervision, and Support (DESS) costs associated with this Applicant-performed work will be reduced by 20% from the amount that would have applied if TPL performed this work.

DISTRIBUTION SYSTEM - Electric service facilities consisting of primary and secondary conductors, service drops, service laterals, conduits, transformers and necessary accessories and appurtenances for the furnishing of electric power at utilization voltage.

SERVICE FACILITIES - The entire length of conductors between the distribution source, including any conduit and or risers at a pole or other structure or from transformers, from which only one point of service will result, and the first point of connection to the service entrance conductors at a weatherhead, in a terminal, or meter box outside the building wall; the terminal or meter box; and the meter.

(Continued on Sheet No. 6.301)

Original Sheet No. 6.301

FLORIDA POWER & LIGHT COMPANY

(Continued from Sheet No. 6.300)

SECTION 12.2 GENERAL

12.2.1 Application

This tariff section applies to all requests for underground electric distribution facilities where the facilities requested will be substituted for existing overhead electric distribution facilities. Any person, corporation, or entity capable of complying with the requirements of this tariff may submit a request as follows. Requests shall be in writing and must specify in detail the overhead electric distribution facilities to be converted or the area to be served by underground electric distribution facilities in lieu of presently existing overhead electric distribution facilities serving said area. Upon receipt of a written request, FPL will determine the feasibility of converting the existing facilities, any necessary revisions to this written request, and the non-refundable deposit amount necessary to secure a binding cost estimate and notify the applicant of said amount.

12.2.2 Contribution-in-Aid-Of-Construction (CIAC)

Upon the payment of a non-refundable deposit by an Applicant, FPL shall prepare a binding cost estimate specifying the contribution in aid of construction (CIAC) required for the installation of the requested underground distribution facilities, where the installation of such facilities is feasible, and provide said estimate to the Applicant upon completion of the estimate along with either an Underground Facilities Conversion Agreement or an Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver. The CIAC amount to be collected pursuant to a binding cost estimate from an Applicant shall not be increased by more than 10 percent of the binding cost estimate to account for actual costs incurred in excess of the binding cost estimate. However, the CIAC may be subject to increase or refund if the project scope is enlarged or reduced at the request of the Applicant, or the CIAC is found to have a material error prior to the commencement of construction. The binding cost estimate provided to an Applicant shall be considered expired if the Applicant does not enter into either an Underground Facilities Conversion Agreement or an Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver and pay the CIAC amount specified for the installation of the requested underground electric distribution facilities within 180 days of delivery of the binding cost estimate to the Applicant by FPL.

(Continued on Sheet No. 6.310)

FLORIDA POWER & LIGHT COMPANY

Third Revised Sheet No. 6.310
Cancels Second Revised Sheet No. 6.310

(Continued from Sheet No. 6.301)

12.2.3 Non-Refundable Deposits

The non-refundable deposit for a binding cost estimate for conversion to a direct buried cable in conduit underground electric distribution system shall be determined by multiplying the number of pole line feet of existing overhead electric distribution facilities to be converted by \$1.20. The deposit must be paid to FPL to initiate the estimating process. The deposit will not be refundable, however, it will be applied in the calculation of the CIAC required for the installation of underground distribution facilities. The deposit and the preparation of a binding cost estimate are a prerequisite to the execution of either an Underground Facilities Conversion Agreement or an Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver. If the request for underground electric distribution facilities involves the conversion of less than 250 pole line feet of existing overhead facilities, then no deposit will be required for a binding cost estimate, provided, however, that all other requirements of this tariff shall still apply.

12.2.4 Non-Binding Cost Estimates

Any person, corporation, or entity may request a non-binding cost estimate free of charge. The non-binding cost estimate shall be an order of magnitude estimate to assist the requestor in determining whether to go forward with a binding cost estimate. Neither an Underground Facilities Conversion Agreement nor an Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver may be executed on the basis of a non-binding cost estimate.

12.2.5 Underground Facilities Conversion Agreement

Any Applicant seeking the installation of underground distribution facilities pursuant to a written request hereunder shall execute either the Underground Facilities Conversion Agreement set forth in this tariff at Sheet No. 9.720 or, if applicable, the Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver set forth in this tariff at Sheet No. 9.725. The applicable Agreement must be executed and the CIAC paid by the Applicant within 180 days of the delivery of the binding cost estimate to the Applicant. Failure to execute the applicable Agreement and pay the CIAC specified in the Agreement within the 180 day time limit, or termination of the Agreement, shall result in the expiration of the binding cost estimate. Any subsequent request for underground facilities will require the payment of a new deposit and the presentation of a new binding cost estimate. For good cause FPL may extend the 180 day time limit. Upon execution of either the Underground Facilities Conversion Agreement or the Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver, payment in full of the CIAC specified in the binding cost estimate, and compliance with the requirements of this tariff, FPL shall proceed to convert the facilities identified in a timely manner. However, new service extensions, maintenance and reliability projects, and service restorations shall take precedence over facilities conversions.

12.2.6 Simultaneous Conversion of Other Pole Licensees

Before the initiation of any project to provide underground electric distribution facilities pursuant to either an Underground Facilities Conversion Agreement or an the Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver the Applicant shall have executed agreements with all affected pole licensees (e.g. telephone, cable TV, etc.) for the simultaneous conversion of those pole licensees' facilities and provide FPL with an executed copy of the Agreement(s). Such agreements shall specifically acknowledge that the affected pole licensees will coordinate their conversion with FPL and other licensees in a timely manner so as to not create unnecessary delays. Failure to present FPL with executed copies of any necessary agreements with affected pole licensees within 180 days after delivery of the binding cost estimate to the Applicant shall result in the expiration of the binding cost estimate, the return of any CIAC paid, and the termination of any Underground Facilities Conversion Agreement or Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver entered into between the Applicant and FPL.

12.2.7 Easements

Before the initiation of any project to provide underground electric distribution facilities pursuant to either an Underground Facilities Conversion Agreement or an Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver, the Applicant shall provide FPL, at no cost to FPL, all easements, including legal descriptions of such easements and all survey work associated with producing legal descriptions of such easements, specified as necessary by FPL to accommodate the requested underground facilities along with an opinion of title that the easements are valid. Failure to provide the easements in the manner set forth above within 180 days after the delivery of the binding cost estimate to the Applicant shall result in the expiration of the binding cost estimate, the return of any CIAC paid, and the termination of any Underground Facilities Conversion Agreement or Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver entered into between the Applicant and FPL.

(Continued on Sheet No. 6.320)

FLORIDA POWER & LIGHT COMPANY

Third Revised Sheet No. 6.320
Cancels Second Revised Sheet No. 6.320

(Continued from Sheet No. 6.310)

12.2.8 Affected Customer Services

The Applicant shall be responsible for the costs associated with any modifications to the service facilities of customers affected by the conversion of FPL distribution facilities which are made necessary as a result of the conversion. The Applicant shall be responsible for arranging the conversion of affected residential overhead customer service facilities by providing, at no cost to FPL:

- a) any necessary rearranging of the customer's existing electric service entrance facilities to accommodate an underground service lateral through the use of a licensed electrical contractor, in accordance with all local ordinances, codes, and FPL specifications; and
- b) a suitable trench, install FPL provided conduit according to FPL specifications to a point designated by FPL, and perform the backfilling and any landscape, pavement or other similar repairs

FPL shall be responsible for the installation of the service lateral cable, the cost of which shall be included in the Applicant's binding cost estimate. In the event a customer does not allow the Applicant to convert the customer's affected overhead services, or the Applicant fails to comply with the above requirements in a timely manner consistent with FPL's conversion construction schedule, then the Applicant shall pay FPL, in addition to the CIAC specified in the binding cost estimate, the costs associated with maintaining service to said customer through an overhead service drop. The cost for maintaining an overhead service drop from an underground system shall be:

- a) the sum of \$789 for residential dwellings containing less than five individual units; or,
- b) the estimated cost to maintain service for residential dwellings containing five or more individual units.

For existing residential underground service laterals affected by a conversion the Applicant shall be responsible for the trenching, backfilling and any landscape, pavement or other similar repairs and installation of FPL provided conduit, according to FPL specifications, necessary to bring existing underground service laterals of affected customers to an FPL designated handhole or transformer. FPL will install the necessary cable, the cost of which shall be included in the binding cost estimate. However, in the event that a customer owned service lateral fails on connection to the underground distribution system the customer will be responsible for the replacement of their service lateral or compliance with section 10.5 of FPL's tariff.

The Applicant's responsibilities for modifications to the service facilities of non-residential customers affected by the conversion of FPL distribution facilities which are made necessary as a result of the conversion will be specified in an attachment to any Underground Facilities Conversion Agreement or Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver.

12.2.9 Other Terms and Conditions

Through the execution of either the Underground Facilities Conversion Agreement set forth in this tariff at Sheet No. 9.720 or the Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver set forth in this tariff at Sheet No. 9.725 the Applicant agrees to the following:

- a) The Applicant shall be responsible for all restoration of, repair of, or compensation for, property affected, damaged, or destroyed, to accommodate the installation of underground distribution facilities and the removal of FPL's overhead distribution facilities;
- b) subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company – Governmental, FPL's General Rules and Regulations, the Applicant shall indemnify FPL from any claim, suit, or other proceeding, which seeks the restoration of, or repair of, or compensation for, property affected, damaged, or destroyed, to remove existing facilities or to accommodate the installation of underground distribution facilities arising from or brought as a result of the installation of underground distribution facilities;
- c) the Applicant shall clear easements provided to FPL of trees, tree stumps and other obstructions that conflict with construction or installation of underground distribution facilities in a timely manner consistent with FPL's construction schedule.

(Continued on Sheet No. 6.330)

FLORIDA POWER & LIGHT COMPANY

Second Revised Sheet No. 6.330
Cancels First Revised Sheet No. 6.330

(Continued from Sheet No. 6.320)

12.2.10 Type of System Provided

An underground distribution system will be provided in accordance with FPL's current design and construction standards.

12.2.11 Design and Ownership

FPL will design, install, own, and maintain the electric distribution facilities up to the designated point of delivery except as otherwise noted. The Applicant may, subject to a contractual agreement with FPL, construct and install all or a portion of the underground distribution facilities provided that:

- a) such work meets FPL's construction standards;
- b) FPL will own and maintain the completed distribution facilities;
- c) the construction and installation of underground distribution facilities by the Applicant is not expected to cause the general body of ratepayers to incur greater costs;
- d) the Applicant agrees to pay FPL's current applicable hourly rate for engineering personnel for all time spent for (i) reviewing and inspecting the Applicant's work done, and (ii) developing any separate cost estimate(s) that are either requested by the Applicant to reflect only FPL's portion of the work or are required by FPL to reflect both the Applicant's and FPL's portions of the work for the purpose of a GAF Waiver calculation pursuant to an Underground Facilities Conversion Agreement – Governmental Adjustment Factor Waiver; and
- e) the Applicant agrees to rectify any deficiencies found by FPL prior to the connection of any Customers to the underground electric distribution system and the removal of the overhead electric distribution facilities.

12.2.12 Relocation

Where underground electric facilities are requested as part of, or for the purpose of, relocation, the requirements of this tariff shall apply. As applicable, the Underground Facilities Conversion Agreement or the Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver shall be executed as an addendum to the relocation agreement between FPL and the Applicant. In the event of any conflict between the relocation agreement and this tariff, the tariff shall control. Furthermore, where the regulations of the Federal or State Department of Transportation (DOT) prevent pre-payment of deposits and other conversion costs, the Federal or State DOT may pay the CIAC after the work has been performed.



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

**City Commission
Agenda Item**

MEETING DATE: June 13, 2017
FROM: Valerie Manning
SUBJECT: Minutes - May 23, 2017 - Workshop - Mid Year Budget Review and
Regular City Commission Meeting
NUMBER: (ID # 1687)
APPLICANT:
PLANNER:

DISCUSSION:

Approve both sets of minutes from May 23, 2017.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve minutes

COMMISSION GOAL:

N/A

MOTION:

Approve both sets of minutes as submitted by staff.

- Minutes - May 23, 2017 - Workshop - Mid-Year Budget FY2017 (PDF)
- Minutes - May 23, 2017 - Regular City Commission meeting (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • MAY 23, 2017

City Commission Chamber

Budget Workshop

6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

Attendee Name	Title	Status	Arrived
Arthur J. Byrnes	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. FY 2016-2017 MID-YEAR BUDGET REVIEW

1.

Mid Year Budget Review FY16-17

(Requested by Kurt Swartzlander, Finance)

Mr. Swartzlander showed a PowerPoint presentation to the Mayor and Commissioners pertaining to the mid-year budget review for FY 2017. The following slides were shown and discussed along the way.

FY 2017 - Mid-Year Budget Review

- Setting the Stage
- October through March revenues/expenditures for each fund/year
Approximately 50% of the year complete
- Last six years data for Revenue
- One Year v. Budget for Expenditures
- Scale is different on each slide
- Only Major Funds
- Review Capital Expenditures

Revenues - Ad Valorem

- 2012 - \$2,004,179.98
- 2013 - \$2,004,557.46
- 2014 - \$2,065,950.22
- 2015 - \$2,065,464.39
- 2016 - \$2,207,203.73
- 2017 - \$2,125,945.63

1st Local Option Gas Tax

- 2012 - \$51,117.92
- 2013 - \$50,285.83
- 2014 - \$51,197.10
- 2015 - \$51,863.49

- 2016 - \$55,869.89
- 2017 - \$59,110.09

<u>Utility</u>		<u>Services</u>	<u>Taxes</u>
•	2012	-	\$482,797.51
• 2013 - \$490,449.81			
• 2014 - \$514,971.38			
• 2015 - \$541,325.31			
• 2016 - \$547,275.12			
• 2017 - \$552,229.67			

<u>Communications</u>		<u>Service</u>	<u>Tax</u>
•	2012	-	\$169,013.73
• 2013 - \$171,633.63			
• 2014 - \$146,081.71			
• 2015 - \$139,529.97			
• 2016 - \$132,410.17			
• 2017 - \$124,868.41			

<u>Local Business Tax</u>			
•	2012	-	\$183,583.27
• 2013 - \$185,672.97			
• 2014 - \$197,428.62			
• 2015 - \$191,921.91			
• 2016 - \$198,232.14			
• 2017 - \$215,060.75			

<u>Franchise</u>			<u>Fees</u>
•	2012	-	\$242,216.94
• 2013 - \$185,164.66			
• 2014 - \$251,363.94			
• 2015 - \$266,068.15			
• 2016 - \$255,199.88			
• 2017 - \$232,391.05			

<u>State Shared Revenues</u>			
•	2012	-	\$292,046.63
• 2013 - \$299,213.76			
• 2014 - \$311,730.83			
• 2015 - \$326,402.04			
• 2016 - \$344,777.04			
• 2017 - \$356,241.67			

<u>Charges</u>		<u>for</u>	<u>Services</u>
•	2012	-	\$52,608.89
• 2013 - \$48,748.10			
• 2014 - \$31,993.42			
• 2015 - \$38,541.73			
• 2016 - \$64,962.91			
• 2017 - \$34,484.50			

<u>Fines</u>		<u>and</u>	<u>Forfeitures</u>
•	2012	-	\$34,345.06
• 2013 - \$33,493.12			
• 2014 - \$36,871.99			
• 2015 - \$18,855.61			
• 2016 - \$13,930.54			

- 2017 - \$34,753.57

<u>Misc.</u>			<u>Revenues</u>
•	2012	-	\$47,539.53
• 2013 - \$73,224.29			
• 2014 - \$82,840.44			
• 2015 - \$30,621.19			
• 2016 - \$52,053.02			
• 2017 - \$57,822.65			

General Fund Revenue - 2012-2017 ~ 1st 6 Months was discussed

<u>2nd</u>	<u>Local</u>	<u>Option</u>	<u>Gas</u>	<u>Tax</u>
•	2012	-		\$39,104.48
• 2013 - \$37,362.79				
• 2014 - \$39,980.81				
• 2015 - \$38,940.42				
• 2016 - \$42,944.70				
• 2017 - \$44,543.64				

Permitting

Building Permits

•	2012	-	\$40,166.76
• 2013 - \$70,519.76			
• 2014 - \$48,421.88			
• 2015 - \$39,203.10			
• 2016 - \$64,850.85			
• 2017 - \$81,974.33			

Other Fees

\$142.07, \$182.52, \$138.90, \$156.36, \$209.06, \$165.84

<u>Community</u>	<u>Redevelopment</u>	<u>Area</u>	<u>(CRA)</u>
<u>Ad</u>			<u>Valorem</u>
•	2012	-	\$727,777.53
• 2013 - \$738,767.61			
• 2014 - \$823,539.56			
• 2015 - \$892,998.27			
• 2016 - \$958,845.02			
• 2017 - \$1,025,065.15			
<u>Intergovernmental</u>			<u>TIF</u>
•	2012	-	\$843,938.29
• 2013 - \$772,047.34			
• 2014 - \$861,216.77			
• 2015 - \$984,685.13			
• 2016 - \$1,052,747.40			
• 2017 - \$1,104,618.50			

<u>Water</u>		<u>&</u>	<u>Sewer</u>
<u>Charges</u>		<u>for</u>	<u>Services</u>
•	2012	-	\$2,156,333.74
• 2013 - \$2,225,499.08			
• 2014 - \$2,061,133.71			
• 2015 - \$2,182,392.52			
• 2016 - \$2,290,721.47			

- 2017 - \$2,432,885.68

Other Revenues

•	2012	-	\$81,434.44
•	2013 - \$96,436.87		
•	2014 - \$103,608.36		
•	2015 - \$107,937.09		
•	2016 - \$103,488.74		
•	2017 - \$102,130.01		

Stormwater

•	2012	-	\$663,097.03
•	2013 - \$680,788.09		
•	2014 - \$693,691.04		
•	2015 - \$702,213.42		
•	2016 - \$848,934.38		
•	2017 - \$817,836.31		

Solid Waste

•	2012	-	\$796,799.49
•	2013 - \$819,827.03		
•	2014 - \$975,138.52		
•	2015 - \$1,025,849.38		
•	2016 - \$1,075,417.11		
•	2017 - \$1,119,690.37		

Expenses**General Fund Personnel ~ Expenditure & Budget**

•	Commission	-	\$38,548.90	-	Expenditure	/	\$88,000.00	-	Budget
•	City Manager	-	\$131,665.01	-	Expenditure	/	\$267,400.00	-	Budget
•	Finance	-	\$162,626.40	-	Expenditure	/	\$459,800.00	-	Budget
•	Customer Service	-	\$88,772.18	-	Expenditure	/	\$197,400.00	-	Budget
•	Personnel	-	\$40,618.66	-	Expenditure	/	\$97,200.00	-	Budget
•	IT Dept	-	\$59,061.81	-	Expenditure	/	\$124,500.00	-	Budget
•	Law Enforcement	-	\$961,010.83	-	Expenditure	/	\$1,919,200.00	-	Budget
•	Fire Control	-	\$564,025.52	-	Expenditure	/	\$1,204,900.00	-	Budget
•	Protective Inspections	-	\$56,068.80	-	Expenditures	/	\$114,200.00	-	Budget
•	Public Works	-	\$86,393.85	-	Expenditures	/	\$162,100.00	-	Budget
•	Roads & Streets	-	\$115,159.19	-	Expenditures	/	\$212,400.00	-	Budget
•	Bldg & Grounds	-	\$158,589.57	-	Expenditures	/	\$312,600.00	-	Budget

General Fund Operating ~ Expenditure & Budget

•	Commission	-	\$6,267.28	-	Expenditure	/	\$73,100.00	-	Budget
•	City Manager	-	\$96,624.29	-	Expenditure	/	\$261,700.00	-	Budget
•	Finance	-	\$52,733.78	-	Expenditure	/	\$182,300.00	-	Budget
•	Customer Service	-	\$500.00	-	Expenditure	/	\$500.00	-	Budget
•	Personnel	-	\$246.65	-	Expenditure	/	\$25,000.00	-	Budget
•	IT Dept	-	\$81,687.60	-	Expenditure	/	\$188,200.00	-	Budget
•	Law Enforcement	-	\$78,083.04	-	Expenditure	/	\$226,300.00	-	Budget
•	Fire Control	-	\$36,886.98	-	Expenditure	/	\$125,800.00	-	Budget
•	Protective Inspections	-	\$16,603.93	-	Expenditures	/	\$52,400.00	-	Budget
•	Public Works	-	\$2,790.16	-	Expenditures	/	\$102,900.00	-	Budget
•	Roads & Streets	-	\$17,428.02	-	Expenditures	/	\$223,800.00	-	Budget
•	Bldg & Grounds	-	\$228,975.88	-	Expenditures	/	\$649,300.00	-	Budget

General	Fund	Capital	~	Expenditure	&	Budget
• Finance	-	\$1,761.05	-	Expenditure /	\$355,000.00	- Budget
• IT Dept	-	\$32,987.92	-	Expenditure /	\$35,000.00	- Budget
• Law Enforcement	-	\$8,015.80	-	Expenditure /	\$85,200.00	- Budget
• Fleet	-	\$0.00	-	Expenditure /	\$120,000.00	- Budget
• Public Works	-	\$37,999.99	-	Expenditure /	\$85,700.00	- Budget
• Roads & Streets	-	\$18,146.54	-	Expenditure /	\$81,200.00	- Budget
• Bldg & Grounds	-	\$64,682.74	-	Expenditure /	\$1,333,300.00	- Budget

Water	&	Sewer
<u>Personnel ~ Expenditures & Budget</u>		
• Water	-	\$328,221.76 - Expenditure / \$791,600.00 - Budget
• Sewer	-	\$355,170.46 - Expenditure / \$759,900.00 - Budget

Water & Sewer**Operating ~ Expenditures & Budget**

• Water	-	\$313,601.74	-	Expenditure /	\$776,300.00	-	Budget
• Sewer	-	\$449,108.37	-	Expenditure /	\$1,076,800.00	-	Budget

Water & Sewer**Capital ~ Expenditures & Budget**

• Water	-	\$312,023.27	-	Expenditure /	\$859,200.00	-	Budget
• Sewer	-	\$387,540.47	-	Expenditure /	\$1,557,100.00	-	Budget

Stormwater	~	Expenditures	&	Budget
• Personnel	-	\$112,880.60	-	Expenditure / \$230,900.00 - Budget
• Operating	-	\$88,867.28	-	Expenditure / \$287,000.00 - Budget
• Capital	-	\$3,571.44	-	Expenditure / \$720,300.00 - Budget

Solid	Waste	Operating	~	Expenditures	&	Budget
•		Expenditures	-			\$796,958.26
• Budget	-	\$2,357,000.00				

Total YTD Expenditures

Dept.	YTD Expenses	Budget	%
001 Total GENERAL FUND	\$4,289,773.11	\$9,815,700.00	43.70%
002 Total LOCAL OPTION FUEL TAX	\$0.00	\$114,600.00	0.00%
004 Total PERMITTING	\$127,245.29	\$241,100.00	52.78%
130 Total CRA	\$700,591.49	\$5,712,000.00	12.27%
140 Total CDBG FUND	\$39,938.48	\$132,300.00	30.19%
301 Total GENERAL FUND - CAPITAL PROJECTS	\$163,594.04	\$2,095,400.00	7.81%
400 Total WATER AND SEWER FUND	\$3,014,102.29	\$6,550,800.00	46.01%
407 Total WATER & SEWER R&R FUND	\$293,449.96	\$590,900.00	49.66%
460 Total STORMWATER	\$425,669.32	\$1,678,900.00	25.35%
480 Total WATER & SEWER CAPITAL PROJECT	\$699,563.74	\$2,416,300.00	28.95%
495 Total SOLID WASTE	\$2,686,736.27	\$5,057,000.00	53.13%
Grand Total	\$15,306,884.94	\$42,387,400.00	36.11%

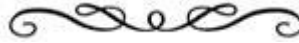
Capital Projects

MACHINERY & EQUIPMENT	FURNITURE FOR SOFT INTERVIEW ROOM	\$1,000	Completed
MACHINERY & EQUIPMENT	TASERS (21X1500)(TASER PLUS ACCESSORIES)	\$31,500	Completed
MACHINERY & EQUIPMENT	REMODEL/UPDATE TRAINING ROOM (TVS,PROJECTOR)	\$6,000	Completed
INFRASTRUCTURE	TRAFFIC MAST ARM 6TH OR 8TH STREET - TPO MATCH	\$30,000	9/30/2018 Carryover
INFRASTRUCTURE	CRA DIST. OVERHEAD TO UNDERGROUND UTIL CARRYOVER	\$3,068,900	9/30/2022 Carryover
INFRASTRUCTURE	US1 LANDSCAPING PROJECT (FDOT GRANT REIMBURSED)	\$500,000	9/30/2018 Carryover
INFRASTRUCTURE	GATEWAY AND WAYFINDING SIGNAGE	\$200,000	9/30/2018 Carryover

INFRASTRUCTURE	US1 LANDSCAPING TREE RELOCATION,IRRIGATION,SOD	\$100,000	9/30/2018	Carryover
INFRASTRUCTURE	US1 LANDSCAPING PROJECT CONST ADMIN SERVICES	\$75,000	9/30/2018	Carryover
MACHINERY & EQUIPMENT	ACCESORIES TO CONVERT FORD EXPLORER TO PATROL	\$3,000	8/31/2017	
CONSTRUCTION IN PROGRESS	OVERHEAD TO UNDERGROUND UTILITY CONVERSION	\$3,787,400	9/30/2022	Carryover
INFRASTRUCTURE	CDBG WW LIFT STATION #1 REFURBISHMENT	\$78,500	9/30/2018	Carryover
MACHINERY & EQUIPMENT	REPLACEMENT PRINTER FINLASER	\$4,000		Completed
MACHINERY & EQUIPMENT	REPLACEMENT PRINTER PRCHECKS	\$1,000		Completed
MACHINERY & EQUIPMENT	ACCOUNTING SOFTWARE REPLACEMENT	\$350,000		Carryover
MACHINERY & EQUIPMENT	PD LAPTOPS	\$5,000	8/31/2017	
MACHINERY & EQUIPMENT	SERVER VIRTUALIZATION/BUSINESS CONTINUITY	\$30,000		Completed
MACHINERY & EQUIPMENT	VEHICLE REPLACMENT PROGRAM	\$120,000		Carryover
MACHINERY & EQUIPMENT	ACCESSORIES TO CONVERT FORD EXPLORERS TO PATROL	\$6,000	8/31/2017	
MACHINERY & EQUIPMENT	POLICE PATROL & CID VEHICLES (FORD FUSIONS)X4	\$72,000		8/31/2017
MACHINERY & EQUIPMENT	LIGHTING PACKAGES FOR NEW VEHICLES \$1,800X4	\$7,200		8/31/2017
INFRASTRUCTURE	FLOMICHT SIDEWALK CONSTRUCTION EST 10% TPO MATCH	\$52,000	???	Carryover
INFRASTRUCTURE	CENTER AV SIDEWALK (NORTH) STUDY EST 10% TPO MATCH	\$5,000	???	Carryover
INFRASTRUCTURE	CENTER AV SIDEWALK (SOUTH) STUDY EST 10% TPO MATCH	\$5,000	???	Carryover
MACHINERY & EQUIPMENT	GRACO LINE LAZER STREET STRIPER	\$15,000		Completed
MACHINERY & EQUIPMENT	CONCRETE GRINDER	\$4,200		6/30/2017
MACHINERY & EQUIPMENT	REPLACEMENT RADIOS			\$14,500
MACHINERY & EQUIPMENT	VAN TO REPLACE 1999 CHEVY S10 PICKUP #747		\$18,000	
	Completed			
MACHINERY & EQUIPMENT	MINI DUMP TRUCK TO REPLACE 1999 MINI DUMP #841	\$28,000		8/31/2017
MACHINERY & EQUIPMENT	VAN TO REPLACE VEHICLE #838 FORD RANGER 2001	\$18,000		Completed
MACHINERY & EQUIPMENT	AIR COMPRESSOR FOR SHOP TRUCK	\$2,000		Completed
MACHINERY & EQUIPMENT	SMALL EQUIPMENT/MOWER LIFT	\$1,700		8/31/2017
BUILDINGS	ROSS POINT PARK IMPROVEMENTS	\$100,000	9/30/2018	
	Carryover			
BUILDINGS	REPLACEMENT OF SMALL EQUIP SHOP/WASTE STORAGE BLDG	\$65,000	9/30/2018	
	Carryover			
BUILDINGS	RE-ROOFING OF N&S BLDGS AT HOLLYLAND INCL BBQ AREA	\$80,000	9/30/2018	
	Carryover			
BUILDINGS	AIR CONDITIONING REPLACEMENTS	\$10,000	ONGOING	
	Carryover			
BUILDINGS	PARK PIER IMPROVEMENTS/WALKWAY	\$190,000	9/30/2018	
	Carryover			
MACHINERY & EQUIPMENT	COMMERCIAL GRADE LAWN ORNAMENTS	\$25,000		Completed
CONSTRUCTION IN PROGRESS	SUNRISE PARK S. IMPROVEMENTS (CONST) CARRYOVER	\$650,000	2/28/2018	
	Carryover			
CONSTRUCTION IN PROGRESS	SUNRISE PARK S. IMPROVEMENTS (CONST) GRANT ADMIN	\$31,000	2/28/2018	
	Carryover			
LAND	LAND PURCHASE/DETENTION POND @ 471-475 FERNDAL ST		\$30,000	
	Completed			
INFRASTRUCTURE	7TH ST STORMWATER OUTFALL (CARRYOVER)	\$300,000	6/30/2019	Carryover
INFRASTRUCTURE	FERNDAL ST DETENTION POND ENGINEERING ONLY	\$90,000	9/30/2018	Carryover
INFRASTRUCTURE	8TH STREET DUCKBILL VALVE	\$10,000		
	Cancelled			
INFRASTRUCTURE	5TH STREET DUCKBILL VALVE	\$10,000		
	Cancelled			
INFRASTRUCTURE	PIPE LINING TUSCALOOSA DR FLOMICH ST TO NORTH END	\$244,000	9/30/2018	
	Carryover			
MACHINERY & EQUIPMENT	LASER LEVEL	\$4,600		Cancelled
MACHINERY & EQUIPMENT	FORKS FOR CAT BACKHOE #147	\$3,500	8/31/2017	
MACHINERY & EQUIPMENT	GRAPPLE RAKE FOR CAT BACKHOE #147	\$6,000	8/31/2017	
MACHINERY & EQUIPMENT	ARROW BOARDS FOR TRUCKS #136 AND #764	\$1,300	8/31/2017	
MACHINERY & EQUIPMENT	LIGHT TOWER @ 33%	\$2,900		Completed
MACHINERY & EQUIPMENT	SMALL EXCAVATOR/DITCH BUCKET	\$18,000	8/31/2017	
INFRASTRUCTURE	V CONE FLOW METERS FOR WELLS 14, 16 AND 18	\$12,000	7/15/2017	
INFRASTRUCTURE	WATER MAIN RPLCMNT FLAMINGO & LAKEWOOD-IMPACT FEES	\$250,000	9/30/2018	
	Carryover			
INFRASTRUCTURE	VFD FOR SOFTENER #1 TURBINE DRIVE	\$10,000	8/30/2017	
INFRASTRUCTURE	GATEWAY FOR WATER METER INFRASTRUCTURE	\$5,000		
	Completed			
INFRASTRUCTURE	SANDBLAST & PAINT SOFTENER #1 PER DOH	\$20,000	6/16/2017	
MACHINERY & EQUIPMENT	LIGHT TOWER - \$8500 @ 33%	\$2,900		Completed
MACHINERY & EQUIPMENT	REPLACEMENT OF 1993 JOHN DEERE GATOR #741	\$7,000		Completed
INFRASTRUCTURE	REHAB LS#1 W/GEN&ENGINEERING (IMPACT FEES)	\$381,000	12/31/2017	
	Carryover			
INFRASTRUCTURE	REHABILITATION OF LS#7 + ENGINEERING	\$315,000	2/28/2018	

Carryover				
INFRASTRUCTURE	(6) ISOLATION VALVES INSTALLED IN PLANT FORCE MAIN	\$170,000	5/30/2018	
Carryover				
INFRASTRUCTURE	TOP ROLLER REPLACEMENT (NORTH/SOUTH PRESSES)	\$40,000	3/30/2018	Carryover
MACHINERY & EQUIPMENT	MOTORIZED SEWER LINE SNAKE/LIFT	\$4,000		
Completed				
MACHINERY & EQUIPMENT	LIGHT TOWER - \$8,500 @ 33%	\$ 2,900		Completed
MACHINERY & EQUIPMENT	EFFLUENT PUMP X3	\$125,000		
MACHINERY & EQUIPMENT	GAS TANK REPLACEMENT FOR LS#2 GENERATOR	\$8,000	8/31/2017	
MACHINERY & EQUIPMENT	SIGMA SAMPLER	\$6,500		Completed
MACHINERY & EQUIPMENT	KSB REUSE TRANSFER PUMP	\$9,000		Completed
CONSTRUCTION IN PROGRESS	SCADA SYSTEM UPGRADE FINAL ENGINEERING	\$164,800		
Completed				
INFRASTRUCTURE	RAW WATER LINE RELOCATION DUE TO LPGA WIDENING	\$163,200	9/30/2018	
Carryover				
INFRASTRUCTURE	RESURFACE/SEAL WALLS OF MANHOLE STRUCTURES	\$25,000	9/30/2018	Carryover
INFRASTRUCTURE	LIFT STATION #18 SEALING & COATING WET WELL	\$25,000	9/30/2018	Carryover

The Mayor, Commissioners, staff, along with Mr. Forte were pleased with the mid-year budget review as presented by Mr. Swartzlander. Then next budget workshop is scheduled for Tuesday, June 27, 2017 at 6:00 PM at which time the following departments will be presenting their budgets: HR, Police Department, Fire Department, Building & Zoning, IT Dept., City Manager, City Commission and Finance.



3. ADJOURNMENT

The workshop adjourned at approximately 6:55 PM.



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • MAY 23, 2017

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

Mayor Penny led the invocation.

c. Pledge of Allegiance

Mayor Penny led the Pledge of Allegiance to the Flag.

2. PUBLIC COMMENTS

The following individuals spoke to the Mayor and City Commissioners: Richard Brown, Ridge Avenue, Holly Hill and Jim Legary, Burleigh Avenue, Holly Hill.

3. APPROVAL OF MINUTES

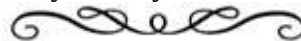
1.

Minutes - April 25, 2017 Regular City Commission Meeting and April 25, 2017 Workshop

(Requested by Valerie Manning, City Clerk)

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

Enacted and approved this 23rd day of May, 2017, in Holly Hill



Attachment: Minutes - May 23, 2017 - Regular City Commission meeting (1687 : Minutes)

2.

Minutes - May 9, 2017 - WORKSHOP - Branding, US1 Overlay District Discussion
(Requested by Valerie Manning, City Clerk)

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

Enacted and approved this 23rd day of May, 2017, in Holly Hill



4. **CONSENT AGENDA - ITEMS (1 - 5)**

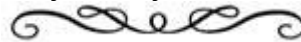
No one spoke or pulled an item from the Consent Agenda.

1.

Classification and Compensation Study RFP Selection
(Requested by Kurt Swartzlander, Finance)

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

Enacted and approved this 23rd day of May, 2017, in Holly Hill



2. Resolution

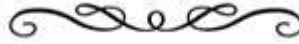
Resolution 2017-R-31 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Agreement with Hinterland Group to Perform the Project "Lift Station 1 Rehabilitation" and Authorizing the City Manager to Execute the Agreement; Providing for Severability; and Providing for an Effective Date.

(Requested by Mark Juliano, Public Works)

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

RESOLUTION

Enacted and approved this 23rd day of May, 2017, in Holly Hill



3. Resolution

Resolution 2017-R-32 A Resolution of the City of Holly Hill, Florida, Reappointing Loretta Arthur to Serve on the Volusia Growth Management Commission (VGMC) for a Four Year Term Until July 1, 2021; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.

(Requested by Valerie Manning, City Clerk)

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

RESOLUTION

Enacted and approved this 23rd day of May, 2017, in Holly Hill



4. Resolution

Resolution 2017-R-33 A Resolution of the City of Holly Hill, Florida, Authorizing an Extension of the Cooperation Agreement Community Development Block Grant Program Between the City of Holly Hill and the County of Volusia; Providing for Severability; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

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

RESOLUTION

Enacted and approved this 23rd day of May, 2017, in Holly Hill



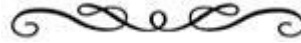
5.

TPO Funding Agreement - Annual Agreement for City of Holly Hill Funding Contribution to the River to Sea TPO

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

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

Enacted and approved this 23rd day of May, 2017, in Holly Hill



5. REGULAR AGENDA

1. Ordinance

Ordinance 2994 An Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations by Deleting Section 110-10 (J) Certification of Design from Chapter 110 Signs; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.

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

Mayor Penny opened public participation. No one spoke.

RESULT:	APPROVED AT 1ST READING [4 TO 1]	Next: 6/13/2017 7:00 PM
MOVER:	John C. Danio, District 3 - Commissioner	
SECONDER:	Penny Currie, District 2 - Commissioner	
AYES:	Currie, Danio, Via, Penny	
NAYS:	Byrnes	



6. PUBLIC HEARINGS

1.

1598 Nova Road Special Exception - Request for Special Exception Approval to Permit Self-Service Gasoline Pumps in the CC-1 Zoning District

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

Mayor Penny opened public participation.

Richard Murphy, adjacent property owner, shared his concerns to the Mayor and City Commissioners.

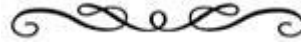
Chelsea Anderson, Attorney representing applicant spoke briefly and thanked Mr. Harowski for the staff report.

Joshua Long, Attorney representing applicant, showed a PowerPoint presentation to the Mayor and City Commissioners pertaining to 1598 Nova Road, the 7-Eleven project; special exception to permit self-service gasoline pumps in the CC-1 zoning district.

Mayor Penny closed public participation.

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 23rd day of May, 2017, in Holly Hill



2.

1408 Moravia Variance Request A Variance of 5.2 Feet from the Required Side Yard Setback of 7.5 Feet to Allow a One-Car Garage to be Constructed 2.3 Feet from the Side Property Line.

(Requested by Thomas Harowski, Board of Planning and Appeals)
Mayor Penny opened public participation.

The following individual spoke to the Mayor and City Commissioners: applicant, Paul Knudsen, 1408 Moravia Avenue, Holly Hill.

Mayor Penny closed public participation.

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

Enacted and approved this 23rd day of May, 2017, in Holly Hill



7. COMMUNICATIONS

A. City Manager & Staff Comments

a.

Budget Amendment(S) - Staff Report Only City Manager Level Amendment(S)
(Requested by Kurt Swartzlander, Finance)

RESULT:	CM COMMENTS
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b.

Request for Lien Reduction 1330 Bender Ave.

(Requested by Joseph Forte, City Manager)

Mr. Forte mentioned that the city has received a lien reduction for 1330 Bender Avenue in the amount of \$472.24. The reasoning for the urgency on this property is that there is a owner occupied buyer waiting for the lien reduction, if approved, in order to close on the property in mid-June. The property is currently owned by Fannie Mae who acquired the property in March 2017. Staff is recommending the lien from \$18,475 by \$18,002.76 leaving a balance owed to the city in the amount of \$472.24. The city shall not release the \$18,002.76 lien amount until payment has been received in the amount of \$472.24. If payment is not received by 5:00 PM on May 30, 2017, the full amount of the lien shall remain in place.

*Commissioner Currie made a motion to **APPROVE the lien reduction in the amount of \$472.24 to be paid in full by May 30, 2017**, seconded by Commissioner Via.*

PASSED, 5-0.

~~~~~

Mr. Forte reminded the Mayor and Commissioners that he will be out of the office next Thursday and Friday, June 1-2, 2017 attending his FCCMA Annual Conference but will be available by phone if needed. On Memorial Day the American Legion will be holding a ceremony at The Box Car in front of City Hall at 9:00 AM; gave a brief update on The Market pertaining to the vacant parcel and The Market itself; spoke about the sidewalk projects; LAP certified was discussed.

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

Enacted and approved this 23rd day of May, 2017, in Holly Hill



B. City Attorney Comments  
None.

C. Mayor's Comments  
Mayor Penny mentioned the Field Day that was held on the last day of school at the HHK-8 and was disappointed that not many staff or elected officials showed up. The Commissioners mentioned that they were under the impression that the Principal was going to send out email reminders, which they did not receive. If they had known or remembered to go, they would have been there.

D. City Commission Comments

## 8. ADJOURNMENT

The meeting adjourned at approximately 8:25 PM.



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

**City Commission  
Agenda Item**

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**MEETING DATE:** June 13, 2017  
**FROM:** Mark Juliano  
**SUBJECT:** CDBG Cooperation Agreement  
**NUMBER:** (ID # 1698)  
**APPLICANT:**  
**PLANNER:**

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**DISCUSSION:**

The County of Volusia Community Assistance Division invites the City of Holly Hill to continue to participate in the Volusia Urban County Community Development Block Grant (CDBG) Program for Fiscal Years 2017/18, 2018/19, and 2019/20.

This item was approved by the Holly Hill City Commission on May 23, 2017. Since that time, the County of Volusia has developed and passed a new cooperation agreement, dated June 1, 2017, which will automatically renew for additional three-year terms upon City Commission approval.

**FISCAL ANALYSIS:**

The City received funding in varying amounts on an annual basis through the CDBG grant program. These funds are budgeted through commission approved projects or expenditures.

**STAFF RECOMMENDATION:**

Approve the Cooperation Agreement with Volusia County for Fiscal Years 2017/2018, 2018/2019 and 2019/2020.

**COMMISSION GOAL:**

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

**MOTION:**

**APPROVE RESOLUTION 2017-R-XX, AUTHORIZING THE COOPERATION AGREEMENT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT BETWEEN THE CITY OF HOLLY HILL AND THE COUNTY OF VOLUSIA.**

- City of Holly Hill COOPERATION AGREEMENT (PDF)
- Holly Hill Agreement Cover Letter (2) (PDF)

## COOPERATION AGREEMENT COMMUNITY DEVELOPMENT BLOCK GRANT

**THIS AGREEMENT**, is hereby entered into this 1st day of June, 2017, by and between City of Holly Hill, with its administrative offices located at 1065 Ridgewood Avenue, Holly Hill, FL 32117 ("City") and the County of Volusia ("County"), with its administrative offices located at 123 W. Indiana Avenue, DeLand, FL 32720.

**WITNESSETH:**

**WHEREAS**, the Housing and Community Development Act of 1974, as amended (24 USC § 93-383 et seq.) ("Act") provides that Community Development Block Grant ("CDBG") funds may be used for the support of activities that provide decent housing and suitable living environments and expanded economic opportunities principally for persons of low and moderate income; and

**WHEREAS**, CDBG regulations allow urban counties to enter into cooperation agreements with certain units of local government to undertake or assist in undertaking essential activities pursuant to the Community Development Block Grant program; and

**WHEREAS**, the County receives Community Development Block Grant Entitlement Program and HOME Investment Partnership funds; and

**WHEREAS**, the cooperation of the municipality with the County is essential for the successful planning and carrying out of local Community Development and HOME Programs; and

**NOW, THEREFORE**, the parties hereto do mutually agree as follows:

I. PURPOSE.

This Agreement covers the CDBG Entitlement program and, where applicable, the HOME Investment Partnership ("HOME") and Emergency Solutions Grants ("ESG") Programs (*i.e.*, where the Urban County receives funding under the ESG program, or receives funding under the HOME program as an urban county or as a member of a HOME consortium).

II. GENERAL.

1. The City hereby authorizes the County to include its population in the County's CDBG and HOME application to the U.S. Department of Housing and Urban Development. This agreement covers the Federal Fiscal Years 2018, 2019, and 2020; for which the County is to qualify to receive CDBG entitlement funding. Further, the City and the County understand that:
  - a. This agreement will automatically renew for participation in successive three (3) year qualification periods, unless the County or City provides written notice it elects not to participate in the new qualification period; and

- b. If the County or the City elects not to participate in a new qualification period, the County or City making such election shall timely provide a copy of such written notice to the HUD Field Office.
  - c. By the date specified in HUD's Urban County Qualification Notice for the next qualification period, the County will notify the City in writing of its right not to participate, and a copy of the County's notification to the City shall be sent to the HUD Field Office by the date specified in the urban county qualification schedule in Section II. of CPD Notice 17-03 or such other Section of a subsequent CPD Notice as may supersede Notice 17-03 at the time the County is required to provide such written notice to the City; and
  - d. The parties agree that in order for this agreement to comply with applicable HUD regulations, each party will adopt any amendment to this agreement incorporating changes necessary to comply with the Urban County Qualification Notice applicable for the subsequent renewal period; and submit such amendment to HUD, as provided in the Notice. The parties further agree that failure to comply with such requirement will void the automatic renewal of such qualification period.
2. This agreement shall remain in effect until the Community Development Block Grant (and, where applicable, HOME and ESG) funds and program income received with respect to activities carried out during the three (3) year qualification period, including any successive qualification periods, are expended and the funded activities are completed. The County and City may not terminate or withdraw from this agreement while the agreement remains in effect.
  3. Pursuant to the use of the Community Development Block Grant and HOME funds, if any, to be received by the County, the County may carry out HOME and Community Development programs in accordance with the approved Consolidated Plan, and/or meet other requirements of the Community Development Block Grant and HOME Programs in addition to other applicable laws.
  4. The City agrees to allow the County to perform those certain community development and housing assistance activities authorized by and specified in the Housing and Community Development Act of 1974 and HOME Investment Partnership Act as Federal funds are available to the County for that purpose within the territorial boundaries and limits of the City and agrees to cooperate with the County to the extent necessary under said Act to enable the County to perform those activities. By executing this Agreement, the City understands and acknowledges that the City:
    - a. May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the Urban County's CDBG Program; and
    - b. May receive a formula allocation under the HOME Program only through the Urban County. Thus, even if the Urban County does not receive a HOME formula allocation, the City cannot form a HOME consortium with other units of

- local government. (Note: This requirement does not preclude the Urban County from applying to the state for HOME funds, if the state allows.)
- c. May receive a formula allocation under the ESG Program only through the Urban County. (Note: This requirement does not preclude the Urban County or a unit of government participating with the Urban County from applying to the state for ESG funds if the state allows.)
5. The City will cooperate with the County to the fullest extent practical in the planning and carrying out of Community Development programs, and the County will ensure that the City's citizens and its local Chief Executive have direct and frequent access to and influence on the process by which decisions are made concerning Community Development programs which either directly or indirectly affect the City. The City agrees that the County shall have final responsibility for selecting activities and annually submitting the Consolidated Plan to HUD.
  6. The County shall, through the use of Community Development funds, provide the staff resources and other services necessary for planning and administering Community Development programs on behalf of the City.
  7. The County is authorized to withhold a reasonable and customary portion of Community Development Block Grant funds for the purpose of planning and administering of Community Development programs.
  8. Pursuant to 24 CFR 570.501(b) the City and agencies thereof are subject to the same requirements applicable to subrecipients, including the requirements of a written agreement set forth in 24 CFR 570.503.
  9. The County and the City shall take all actions necessary to assure compliance with the Urban County's certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. Both parties shall also comply with section 109 of Title I of the Community Housing and Community Development Act of 1974, which incorporates section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and all other applicable laws and regulations.
  10. The City and County agree that the affirmative furtherance of fair housing within their respective jurisdictions and the County's compliance with its fair housing certification, are absolute prerequisites to the receipt of Urban County CDBG funding for activities in or in support of the City. Urban County funding will not be provided for activities in or in support of the City if the City does not affirmatively further fair housing within its jurisdiction or otherwise impedes the County's actions to comply with the County's fair housing certification. County funding will not be provided for activities that do not affirmatively further fair housing within its own jurisdiction and impedes the County's actions to comply with the County's fair housing certification.
  11. Neither City nor County may terminate this Agreement prior to the end of the three (3) year funding period for which the County is seeking qualification as an Urban



County, and shall extend over such period of time as may be necessary to cover all activities from project implementation to the final “close-out” audit.

12. The City has adopted and is enforcing:

- a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
- b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

13. The City shall not obstruct or impede the implementation of the Consolidated Plan, and regardless of anything to the contrary that may be contained in this agreement, nothing in this agreement shall be interpreted or otherwise construed as allowing either party to veto, limit, or otherwise obstruct the implementation of the approved Consolidated Plan during the term of this agreement.

14. The County has final responsibility for selecting CDBG (and, where applicable, HOME and ESG) activities and submitting the Consolidated Plan to HUD, except that if the County is a member of a HOME consortium, the consortium shall be responsible for submitting the plan developed by the County.

15. The County and City agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.

16. The City may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, City or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange or any other funds, credits or non-Federal consideration, but must use such funds for activities eligible under Title I of the Act.

17. This agreement is authorized by the County Council and the City, and each body authorizes its Chief Executive Officer to execute it.

18. This agreement has been drafted and designed with the intent of meeting and adhering to federal law and regulations as they pertain to the Community Development Block Grant entitlement program and shall be interpreted and construed in such a manner as to further the legal and policy goals of such program. Should any part of this agreement be invalidated or rendered a nullity by a court of competent jurisdiction, the surviving provisions of this agreement shall remain in full force and effect to the extent it they allow feasible compliance with the applicable requirements of the CDBG entitlement program.

19. This agreement constitutes the complete and entire agreement between the parties, which agreement supersedes all proposals, oral or written, and all other communication between the parties related to the subject matter of this agreement.

**IN WITNESS WHEREOF**, the City and the County have executed this Agreement as of the date first written above.

CITY OR TOWN  
COUNCIL OR COMMISSION

COUNTY COUNCIL  
COUNTY OF VOLUSIA, FLORIDA

\_\_\_\_\_  
CHAIRPERSON OR MAYOR

\_\_\_\_\_  
Ed Kelley, County Chair

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
CITY MANAGER OR CLERK

\_\_\_\_\_  
James T. Dinneen, County Manager

The terms and provision of this Agreement are fully authorized under applicable State and Local law and provide full legal authority for the County to undertake or assist in undertaking essential community renewal and lower income housing assistance activities, including urban renewal and publicly-assisted housing.

\_\_\_\_\_  
COUNTY COUNSEL



## Community Assistance

June 1, 2017

Mr. Joseph Forte, City Manager  
City of Holly Hill  
1065 Ridgewood Avenue  
Holly Hill, FL 32117

Re: **Volusia County Cooperation Agreement  
FY 2017/18, 2018/19, and 2019/20  
Community Development Block Grant (CDBG)  
HOME Investment Partnership Program (HOME)**

Dear Mr. Forte,

The County of Volusia Community Assistance Division invites the City of Holly Hill to continue to participate in the Volusia Urban County Community Development Block Grant (CDBG) Program for Fiscal Years 2017/18, 2018/19, and 2019/20. Volusia County may not undertake essential community development and housing assistance in units of local government in the County without the consent of the participating jurisdiction's governing body. In this instance, the consent required is the signature of the Volusia Urban County Cooperation Agreement approved by Volusia County Council on June 1, 2017. Correspondence dated April 24, 2017 noted that the automatic renewal clause of the existing Cooperation Agreements would be exercised, please note that this is no longer accurate and a new agreement is being executed. The authorization to sign the agreement must be brought forth to the City's governing body for authorization.

As notified previously, if the City of Holly Hill elects to terminate our agreement at the end of the current period expiring on September 30, 2017, the City of Holly Hill must notify Volusia County Community Assistance and the U.S. Department of Housing and Urban Development (HUD) of their intent to do so, in writing, by June 12, 2017. HUD correspondence should be addressed to:

Mr. Gary Causey, Director  
Community Planning and Development  
U.S. Department of Housing and Urban Development  
Jacksonville Field Office  
400 W. Bay Street, Suite 1015  
Jacksonville, FL 32202

Attachment: Holly Hill Agreement Cover Letter (2) (1698 : CDBG Cooperation Agreement)



If City of Holly Hill elects to continue to participate in the urban county CDBG program please sign and return the three attached agreements. Proof of the authorization of the agreement by the city's governing body must be provided documenting that it was brought forth to the governing body. It is respectfully requested that three executed agreements and proof of authorization of the agreement by the city's governing body be provided no later than July 10, 2017. If you will be unable to meet the dates requested, please let me know as soon as possible.

To ensure full understanding of your rights, and in accordance with the requirements of HUD, we wish to again advise the City of Holly Hill of the following:

16. The Housing and Community Development Act of 1974, as amended, provides that the population of all units of general local government included in an Urban County at qualification shall be included in the population of such Urban County for three (3) consecutive years;
17. If the City of Holly Hill chooses to remain with the urban county, it is ineligible to apply for grants under the State CDBG program while it is part of the urban county;
18. If City of Holly Hill chooses to remain with the urban county, it is also a participant in the HOME program and may only receive a formula allocation under the HOME Program as a part of the urban county, although this does not preclude the urban county or a unit of government within the urban county from applying to the State for HOME funds, if the State allows; and
19. If City of Holly Hill chooses to remain with the urban county, it is also a participant in the ESG program and may only receive a formula allocation under the ESG Program as a part of the urban county, although this does not preclude the urban county or a unit of government within the urban county from applying to the State for ESG funds, if the State allows;
20. If City of Holly Hill chooses to be excluded from the urban county, it must notify both Community Assistance and HUD in writing by June 12, 2017. Such election to be excluded will be effective for the entire three (3) year qualification period, Fiscal Years 2017/18, 2018/19 and 2019/20.

If you have any questions please contact Corry Brown at (386) 736-5955 ext. 12970.

Sincerely,



Diana Phillips, Manager  
Housing and Grants Administration

CC: Steven Juengst, Facilities Supervisor

Attachment: Holly Hill Agreement Cover Letter (2) (1698 : CDBG Cooperation Agreement)



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

**City Commission  
Agenda Item**

---

**MEETING DATE:** June 13, 2017  
**FROM:** Kurt Swartzlander  
**SUBJECT:** Waste Management CPI Change Effective 10/1/17  
**NUMBER:** (ID # 1693)  
**APPLICANT:**  
**PLANNER:**

---

**DISCUSSION:**

Waste Management has implemented a pricing change effective 10/1/17 on the collection component for all lines of service. The increase is allowed as per the contract and was received before June 1, which is a requirement of the contract. The increase is 2.10%. This is the final year of the existing contract.

**FISCAL**

**ANALYSIS:**

City staff will bring this price increase to the city commission as a pass through to the rates that are charged to the end consumers of these services.

**STAFF RECOMMENDATION:**

Report only

**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:**

None Required.

- WM 10-1-17 CPI Increase (PDF)



WASTE MANAGEMENT, INC. OF FLORIDA

3510 Rio Vista Avenue  
Orlando, FL 32805  
(407) 843-7370  
(407) 839-3458 Fax

May 18, 2017

Mr. Kurt Swartzlander  
City Finance Manager  
1065 Ridgewood Avenue  
Holly Hill, FL 32117

RE: City of Holly Hill Solid Waste Contract CPI Adjustment Request.

Kurt-

Pursuant to the current agreement and amendments to the contract referenced above, Waste Management respectfully requests a collection rate adjustment based on the change in the Consumer Price Index as indicated below. Attached to this document is the support for this request.

This change of reflects an increase of +2.10% on the collection portion of the rates. The adjusted rates become effective October 1, 2017.

Please accept these documents as our official request. If you have, any questions or additional data needed please contact me at (407) 650-8664.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Geoffrey T. Golder'.

Geoffrey T. Golder  
Pricing Management

Cc: William Latham



# All Urban Consumers (Current Series) Original Data Value

## For the City of Holly Hill

ies Id: CUURX300SA0,CUUSX300SA0  
 Seasonally Adjusted  
 ies Title: All items in South - Size Class B/C, all urban  
 a: South - Size Class B/C  
 n: All items  
 ie Period: DECEMBER 1996=100  
 rs: 2007 to 2017

| Year | Jan     | Feb     | Mar     | Apr     | May     | Jun     | Jul     | Aug     | Sep     | Oct     | Nov     | Dec     | Annual  | HALF1   | HALF2   |
|------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 7    | 123.817 | 124.521 | 125.726 | 127.000 | 127.893 | 128.265 | 128.226 | 127.833 | 128.263 | 128.600 | 129.556 | 129.368 | 127.422 | 126.204 | 128.641 |
| 8    | 129.937 | 130.351 | 131.442 | 132.516 | 133.714 | 134.980 | 135.643 | 135.004 | 135.093 | 133.285 | 130.324 | 129.099 | 132.616 | 132.157 | 133.075 |
| 9    | 129.615 | 130.380 | 130.873 | 131.370 | 131.777 | 133.056 | 132.736 | 132.729 | 132.722 | 133.035 | 133.342 | 133.252 | 132.074 | 131.179 | 132.969 |
| 0    | 133.517 | 133.575 | 134.363 | 134.606 | 134.500 | 134.173 | 134.130 | 134.335 | 134.658 | 134.890 | 134.892 | 135.240 | 134.407 | 134.122 | 134.691 |
| 1    | 135.925 | 136.625 | 138.211 | 139.177 | 139.833 | 139.639 | 139.783 | 140.378 | 140.471 | 140.303 | 140.218 | 139.838 | 139.200 | 138.235 | 140.165 |
| 2    | 140.388 | 141.133 | 142.056 | 142.718 | 142.161 | 141.906 | 141.774 | 142.432 | 143.088 | 142.927 | 142.219 | 142.009 | 142.068 | 141.727 | 142.408 |
| 3    | 142.543 | 143.758 | 144.293 | 143.935 | 144.071 | 144.627 | 144.851 | 145.056 | 145.098 | 144.825 | 144.377 | 144.382 | 144.318 | 143.871 | 144.765 |
| 4    | 144.668 | 145.341 | 146.254 | 147.265 | 147.499 | 147.733 | 147.559 | 147.178 | 147.257 | 146.905 | 145.976 | 144.952 | 146.549 | 146.460 | 146.638 |
| 5    | 143.769 | 144.591 | 145.392 | 145.939 | 146.482 | 147.126 | 147.095 | 146.695 | 146.361 | 146.314 | 145.974 | 145.378 | 145.926 | 145.550 | 146.303 |
| 6    | 145.209 | 145.279 | 146.263 | 146.907 | 147.507 | 148.037 | 147.629 | 147.934 | 148.202 | 148.435 | 148.071 | 148.254 | 147.311 | 146.534 | 148.088 |
| 7    | 149.312 | 149.643 | 149.675 | 149.998 |         |         |         |         |         |         |         |         |         |         |         |

Index Change 3.091

CPI Change 2.10%



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

**City Commission  
Agenda Item**

---

**MEETING DATE:** June 13, 2017  
**FROM:** Valerie Manning  
**SUBJECT:** Volusia County MOU for Rabies Control  
**NUMBER:** (ID # 1695)  
**APPLICANT:**  
**PLANNER:**

---

**DISCUSSION:**

This is a Memorandum of Agreement with the Florida Department of Health in Volusia County for the purpose of delineating the responsibility of rabies control investigations in the interest of protecting the health and safety of the population of the City of Holly Hill.

This is a three (3) agreement which will begin July 1, 2017 and end June 30, 2020. This agreement may be renewed for an additional period of time, upon written agreement of both parties. This agreement may be renewed for one (1) additional three-year term.

**FISCAL ANALYSIS:**

N/A

**STAFF RECOMMENDATION:**

Approve MOU with the Health Department.

**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:**

**Authorize the Code Enforcement Officer to execute said agreement.**

- Volusia County Florida Health Letter - MOU for Rabies Control (PDF)
- MOU with County for Rabies Control (PDF)

**Mission:**

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



Governor

**Celeste Philip, MD, MPH**  
Surgeon General and Secretary

**Vision:** To be the Healthiest State in the Nation

May 23, 2017

Mark Ballard  
Code Enforcement Officer  
The City of Holly Hill  
1065 Ridgewood Avenue  
Holly Hill, FL 32117

Dear Mr. Ballard,

Enclosed please find the Memorandum of Agreement with the Florida Department of Health in Volusia County for the purpose of delineating the responsibility of rabies control investigations in the interest of protecting the health and safety of the population of the City of Holly Hill.

Please sign the enclosed three (3) copies and return them to me for final signature by our Director. When I receive the final signature back, I will mail you one (1) original for your files. I have enclosed a self-addressed envelope for your convenience.

If you have any questions, or require additional information, please contact this writer at (386) 274-0701.

Thank you,

Yvette Lewis  
Administrative Assistant I  
Contract Manager – Environmental Health  
Florida Department of Health in Volusia County  
1845 Holsonback Drive  
Daytona Beach, FL 32117

cc: file

Attachments: Three (3) copies of City of Holly Hill MOA three (3) pages



**MEMORANDUM OF AGREEMENT  
BETWEEN  
CITY OF HOLLY HILL ANIMAL SERVICES  
AND  
STATE OF FLORIDA, DEPARTMENT OF HEALTH  
VOLUSIA COUNTY HEALTH DEPARTMENT**

This Memorandum of Agreement ("Agreement") is entered between the State of Florida, Department of Health, Volusia County Health Department ("Department") and the City of Holly Hill Animal Services ("City") in the interest of protecting the health and safety of the population of Holly Hill and consolidating the county rabies control program. This Agreement and actions by the parties are authorized by Chapter 381, Florida Statutes, and Chapter 64D-3, Florida Administrative Code.

**THE PARTIES AGREE:**

**I. The Department will:**

- A. Provide medical consultation regarding anti-rabies treatment for victims.
- B. Perform surveillance of post-exposure prophylaxis use and report to the Department's State Health Office.
- C. Provide the pre-exposure and post-exposure vaccinations for employees of the City at the rate the Department is charged to obtain the vaccine and associated administrative costs.
- D. Arrange for specimen collection and expedited transportation of specimens to the Department's Bureau of Public Health Laboratories for analysis.
- E. Notify victims and City of the rabies test results.
- F. Provide consultation and assistance when needed, with the enforcement of rabies control regulations.
- G. Provide technical assistance regarding animal status determination.
- H. Provide rabies guidebooks and other rabies control documents as appropriate.
- I. Provide rabies control training to animal control officers, upon request.

**II. The City will:**

- A. Follow policy and procedures of an animal rabies control program as expressed in Chapter 64D-3, Florida Administrative Code, and in the *Rabies Control and Prevention in Florida* guidebook. Duties related to those responsibilities include:
  - 1. Search for and attempt to locate animals involved in a bite attack that have been reported to the City by victims, health care providers, or the Department.

2. Quarantine animals for the appropriate timeframe and verify that animals under home quarantine are healthy at the end of the observation period.
  3. Report any animals under quarantine that indicate signs of rabies to the Department immediately.
  4. The City agrees to transport any domestic or wild animal that has been determined by the Department to require laboratory testing. The transport location will be determined by the Department and will not be located outside the boundary of Volusia County.
- B. Inform the Department when the City needs support for administrative and/or legal enforcement of rabies regulations.
- C. Promptly notify the Department when any of the following occurs:
1. The death or escape of an animal under quarantine.
  2. The inability to locate an animal within 5 days of exposure to the victim if the animal cannot be quarantined or observed as healthy.
  3. A victim exposure to a wild animal which will not be able to be captured.
- D. Refer all medical inquiries regarding rabies treatment to the Department.
- E. Submit Animal Incident Reports to the Department as soon as practical after occurrence.
- F. Maintain the confidentiality of animal bite patient records consistent with the provisions of state and federal law, rule and regulations.
- G. Reimburse the Department for any City employees who receive the pre-exposure or post-exposure vaccinations from the Department, based on the cost and administration of vaccines. In addition, if the Department handles rabies titer testing, reimburse the Department for those costs. The reimbursement rate is subject to change based on changes to costs of the Department.

### III. Responsibilities of Both Parties.

#### A. Representatives for this Agreement.

1. The representative, address, and telephone for City of Holly Hill Animal Services is:

|                   |                                 |
|-------------------|---------------------------------|
| Name:             | <u>Mark Ballard</u>             |
| Title:            | <u>Code Enforcement Officer</u> |
| Address:          | <u>1065 Ridgewood Avenue</u>    |
| City, State, Zip: | <u>Holly Hill, FL 32117</u>     |
| Telephone:        | <u>386-248-9431</u>             |



2. The representative, address, and telephone for the Volusia County Health Department is:

Name: Yvette Lewis  
 Title: Administrative Assistant I  
 Address: 1845 Holsonback Drive  
 City, State, Zip: Daytona Beach, FL 32117  
 Telephone: 386-274-0701

#### B. Liability and Relationship.

The parties agree to be responsible for their own liabilities and acts of negligence of their own respective officers, employees, or agents. The Department and City are self-insured to the limitations described in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party or consent to be sued by third parties.

The parties expressly agree that no relationship of employer/employee, principal agent, or other association shall be created by this Agreement between the parties or their directors, officers, agents or employees.

#### C. Term, Termination, and Amendment.

This three (3) year Agreement shall begin July 01, 2017 and end June 30, 2020. This Agreement may be renewed for an additional period of time, upon written agreement of both parties. This Agreement may be renewed for one (1) additional three-year term.

This Agreement may be terminated by either party upon no less than thirty (30) day's written notice without cause. Notice shall be delivered by certified mail, return receipt requested, by email with proof of delivery, or in person with proof of delivery.

Amendments to this Agreement shall be valid when they have been reduced to writing, signed and dated by both parties. The parties agree to renegotiate the Agreement if revisions of applicable federal or state laws or regulations make the changes necessary.

This Agreement contains all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein.

**In witness thereof**, the parties hereto have caused this three page Agreement to be executed by their undersigned officials as duly authorized.

**City of Holly Hill Animal Services**

**State of Florida, Department of Health  
Volusia County Health Department**

Signed By: \_\_\_\_\_  
 Name: Mark Ballard  
 Title: Code Enforcement Officer  
 Date: \_\_\_\_\_

Signed By: \_\_\_\_\_  
 Name: Patricia Boswell  
 Title: Administrator  
 Date: \_\_\_\_\_

**City Commission**

1065 Ridgewood Ave  
Holly Hill, FL 32117

**SCHEDULED**

Meeting: 06/13/17 07:00 PM  
Department: City Clerk  
Category: Consent Agenda  
Prepared By: Valerie Manning  
Initiator: Valerie Manning  
Sponsors:

**CITY MANAGER COMMENTS (ID # 1686)**

DOC ID: 1686

## **American Red Cross Facility Use Agreement**

This is a perpetual agreement with the American Red Cross for the use of Sica Hall as a secondary shelter facility. The agreement will terminate after 30 days written notice.



**American  
Red Cross**

Facility Use Agreement  
Disaster Cycle Services Job Tools  
DCS JT-C DMWT / Facility Management

### Facility Use Agreement

The American National Red Cross ("Red Cross"), a non-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disasters strike. The disaster relief activities of the Red Cross are made possible by the American public who support the Red Cross with generous donations. The Red Cross's disaster services are also supported by facility owners who permit the Red Cross to use their buildings as shelters and other service delivery sites for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility to provide services during a disaster.

### Parties and Facility

#### Owner:

Legal name:

Sica Hall Community Center

Address:

1065 Daytona Ave

Holly Hill, FL

32117

24-hour Point of Contact:

Name and title:

Jim Bland, FIRE Chief

Work phone:

386-248-9471

Cell

phone/pager:

386-871-4871

Address for Legal Notices (only if different from address above):

City of Holly Hill

1065 Bridgewood Ave

Holly Hill, FL 32117

**American  
Red Cross**Facility Use Agreement  
Disaster Cycle Services Job Tools  
DCS JT-C DMWT / Facility ManagementRed Cross:

Legal name: The American National Red Cross

Chapter Name: Florida Space Coast Chapter

Chapter address: 341 White st.  
Daytona Beach Fla. 3211424-Hour Point of Contact:

Name and title: Ray Parkhurst - Disaster Program Manager

Work phone: 386-682-3122 Cell phone/pager: 386-262-3332

Address for Legal Notices: The American National Red Cross, Office of the General Counsel  
2025 E Street, NW, Washington DC 20006.Facility:

(Insert name and complete street address of building or, if multiple buildings, write "See attached Facility List," and attach facility list, including complete street address of each building that is part of this agreement. In addition, if only a portion of the building is part of this agreement, then include a description of that portion of the building.)

Sica Hall  
1065 Daytona Ave.  
Holly Hill, FL 32117





The Owner will submit any request for reimbursement to the Red Cross within 60 days after the occupancy of the Red Cross ends. Any request for reimbursement must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked.

11. Insurance: The Red Cross shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction within which the facility is located and \$1,000,000 in Employers' Liability.

12. Indemnification: The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to claims for bodily injury, death, and property damage arising from the negligence of the Red Cross during the use of the Facility.

13. Term: The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

\* City of Holly Hill  
Owner (legal name)

THE AMERICAN NATIONAL RED CROSS

(legal name)

\* Joseph Forte  
By (signature)

By (signature)

for Ray Parkhurst

\* Joseph FORTÉ  
Name (printed)

Name (printed)

Ray Parkhurst

\* City Manager  
Title

Title

Disaster Program Manager

\* May 23, 2017  
Date

Date



### Terms and Conditions

1. Use of Facility: Upon request and if feasible, Owner will permit the Red Cross to use and occupy the Facility on a temporary basis to conduct emergency, disaster-related activities. The Facility may be used for any of the following purposes (both parties must initial all that apply):

| Facility Purpose                                                    | Owner Initials | Red Cross Initials |
|---------------------------------------------------------------------|----------------|--------------------|
| Service Center (Operations, Client Services, or Volunteer Intake) * |                |                    |
| Storage of supplies *                                               |                |                    |
| Parking of vehicles *                                               |                |                    |
| Disaster Shelter *                                                  |                |                    |

2. Facility Management: The Red Cross will designate a Red Cross official to manage the activities at the Facility ("Red Cross Manager"). The Owner will designate a Facility Coordinator to coordinate with the Red Cross Manager regarding the use of the Facility by the Red Cross.

3. Condition of Facility: The Facility Coordinator and Red Cross Manager (or designee) will jointly conduct a survey of the Facility before it is turned over to the Red Cross. They will use the first page of the Red Cross's Facility/Shelter Opening/Closing Form to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment in the Facility that the Red Cross should not use. The Red Cross will exercise reasonable care while using the Facility and will not modify the Facility without the Owner's express written approval.

4. Food Services (*This paragraph is applicable only when the Facility is used as a shelter or service center.*): Upon request by the Red Cross, and if such resources are available, the Owner will make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. The Facility Coordinator will designate a Food Service Manager to coordinate the provision of meals at the direction of and in cooperation with the Red Cross Manager. The Food Service Manager will establish a feeding schedule and supervise meal planning and preparation. The Food Service Manager and Red Cross Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies before the Facility is turned over to the Red Cross. When the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the Red Cross's activities at the Facility.

5. Custodial Services (*This paragraph is applicable only when the Facility is used as a shelter or service center.*): Upon request of the Red Cross and if such resources exist and are available, the Owner will make its custodial resources, including supplies and workers, available to provide cleaning and sanitation services at the Facility. The Facility Coordinator will designate a Facility Custodian to coordinate the provision of these services at the direction of and in cooperation with the Red Cross Manager.

6. Security/Safety: In coordination with the Facility Coordinator; the Red Cross Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any security and safety issues at the Facility.





**American  
Red Cross**

Facility Use Agreement  
Disaster Cycle Services Job Tools  
DCS JT-C DMWT / Facility Management

7. **Signage and Publicity:** The Red Cross may post signs identifying the Facility as a site of Red Cross operations in locations approved by the Facility Coordinator. The Red Cross will remove such signs when the Red Cross's activities at the Facility are concluded. The Owner will not issue press releases or other publicity concerning the Red Cross's activities at the Facility without the expressed, written consent of the Red Cross Manager. The Owner will refer all media questions about the Red Cross activities to the Red Cross Manager.

8. **Closing the Facility:** The Red Cross will notify the Owner or Facility Coordinator of the date when the Red Cross will vacate the Facility. Before the Red Cross vacates the Facility, the Red Cross Manager and Facility Coordinator will jointly conduct a post-occupancy inspection, using the second page of the *Shelter/Facility Opening/Closing Form* to record any damage or conditions.

9. **Fee** (*This paragraph is not applicable when the Facility is used as a shelter. The Red Cross does not pay fees to use facilities as shelters.*): Both parties must initial the applicable statement below:

- a. Owner will not charge a fee for the use of the Facility in recognition of the services the Red Cross provides to the community. Owner initials: N/A Red Cross initials: N/A
- b. The Red Cross will pay \$ N/A per day/week/month (circle one) for the right to use and occupy the Facility. Owner initials: [Signature] Red Cross initials: [Signature]

10. **Reimbursement:** The Red Cross will reimburse the Owner for the following:

- a. *Damage to the Facility or other property of Owner*, reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross, in consultation with the Owner, will select from among bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.
- b. (*Only when Facility is used as a shelter or Service Center*) Reasonable costs associated with custodial and food service personnel which would not have been incurred but for the Red Cross's use of the Facility. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.
- c. Reasonable, actual, out-of-pocket costs for the utilities indicated below, to the extent that such costs would not have been incurred but for the Red Cross's use of the Facility. (Both parties must initial all utilities to be reimbursed by the Red Cross):

|                | Owner initials     | Red Cross initials |
|----------------|--------------------|--------------------|
| Water          | <u>[Signature]</u> | <u>[Signature]</u> |
| Gas            | <u>[Signature]</u> | <u>N/A</u>         |
| Electricity    | <u>[Signature]</u> | <u>[Signature]</u> |
| Waste Disposal | <u>[Signature]</u> | <u>N/A</u>         |



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

**City Commission  
Agenda Item**

---

**MEETING DATE:** June 13, 2017  
**FROM:** Joseph Forte  
**SUBJECT:** FDOT Lighting Maintenance Agreement  
**NUMBER:** (ID # 1684)  
**APPLICANT:**  
**PLANNER:**

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**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 install street lights on Ridgewood Avenue and Nova Road.

The FDOT would only install the street lights of the City agreed to maintain all of the existing lights. The FDOT has agreed to pay for the maintenance an annual sum to be adjusted for Cost of Living increases.

**FISCAL ANALYSIS:**

The total compensation the City will receive under this Work Order is \$335,839.22.

**STAFF RECOMMENDATION:**

For informational purposes only.

**COMMISSION GOAL:**

N/A

**MOTION:**

N/A

- FDOT Maintenance Agreement - AOR06 Quantity Verification FY18 (1) (DOCX)
- FDOT Street Light Agreement 2018 (PDF)
- 08-28-2007 - Resolution 2007-R-38 (DOC)

# STATE HIGHWAY LIGHTING QUANTITY VERIFICATION

AOR06 City of Holly Hill Agrees that  
 (Contract Number and Local Maintaining Agency)  
145 Luminaires, in the locations listed on the attached page(s), have been  
 (Total Number of Luminaires)

Identified for payment through the State Highway Lighting, Maintenance, and Compensation Agreement.

**This agreement was reached via:**

- ☒ Phone  
☐ Email  
☐ Meeting  
☐ Letter (see attached)

## FDOT REPRESENTATIVE CONTACT INFORMATION

Jerry Harville Contract Coordinator  
 (Name) 386-740-3425 4/17/17  
 (Phone Number) (Date)

## LOCAL AGENCY CONTACT INFORMATION

John Znorowski/Mark Juliano Services Director  
 (Name) 386-248-9463 4/17/17  
 (Phone Number) (Date)

|                |                                     |
|----------------|-------------------------------------|
| State Road     | 5                                   |
| Section Number | 79030 000                           |
| Limits         | SR 430 (Mason Ave.) to Arroyo Pkway |
| From MP        | 1.192                               |
| To MP          | 4.277                               |
| Total Quantity | 123                                 |

|            |    |
|------------|----|
| State Road | 5A |
|------------|----|

## STATE HIGHWAY LIGHTING QUANTITY VERIFICATION

|                |                                                                     |
|----------------|---------------------------------------------------------------------|
| Section Number | 79190 000                                                           |
| Limits         | Holly Hill C.L. to Ormond C.L. This section has no lighting to date |
| From MP        | 9.486                                                               |
| To MP          | 11.696                                                              |
| Total Quantity | 60                                                                  |

|                |                           |
|----------------|---------------------------|
| State Road     | 5A                        |
| Section Number | 79190 000                 |
| Limits         | Flomich Ave. to Golf Ave. |
| From MP        | 11.696                    |
| To MP          | 12.202                    |
| Total Quantity | 18                        |

|                |                 |
|----------------|-----------------|
| State Road     | 5A              |
| Section Number | 79190 000       |
| Limits         | Golf Ave. North |
| From MP        | 12.202          |
| To MP          |                 |
| Total Quantity | 4               |

|                |  |
|----------------|--|
| State Road     |  |
| Section Number |  |
| Limits         |  |
| From MP        |  |
| To MP          |  |
| Total Quantity |  |

|                |  |
|----------------|--|
| State Road     |  |
| Section Number |  |
| Limits         |  |
| From MP        |  |
| To MP          |  |
| Total Quantity |  |

|                |  |
|----------------|--|
| State Road     |  |
| Section Number |  |
| Limits         |  |
| From MP        |  |
| To MP          |  |
| Total Quantity |  |

|            |  |
|------------|--|
| State Road |  |
|------------|--|

## STATE HIGHWAY LIGHTING QUANTITY VERIFICATION

|                       |  |
|-----------------------|--|
| <b>Section Number</b> |  |
| <b>Limits</b>         |  |
| <b>From MP</b>        |  |
| <b>To MP</b>          |  |
| <b>Total Quantity</b> |  |

|                       |  |
|-----------------------|--|
| <b>State Road</b>     |  |
| <b>Section Number</b> |  |
| <b>Limits</b>         |  |
| <b>From MP</b>        |  |
| <b>To MP</b>          |  |
| <b>Total Quantity</b> |  |

|                       |  |
|-----------------------|--|
| <b>State Road</b>     |  |
| <b>Section Number</b> |  |
| <b>Limits</b>         |  |
| <b>From MP</b>        |  |
| <b>To MP</b>          |  |
| <b>Total Quantity</b> |  |

|                       |  |
|-----------------------|--|
| <b>State Road</b>     |  |
| <b>Section Number</b> |  |
| <b>Limits</b>         |  |
| <b>From MP</b>        |  |
| <b>To MP</b>          |  |
| <b>Total Quantity</b> |  |

|                       |  |
|-----------------------|--|
| <b>State Road</b>     |  |
| <b>Section Number</b> |  |
| <b>Limits</b>         |  |
| <b>From MP</b>        |  |
| <b>To MP</b>          |  |
| <b>Total Quantity</b> |  |





## Florida Department of Transportation

**RICK SCOTT**  
GOVERNOR

1650 North Kepler Road  
Deland, FL 32724

**Rachel Cone**  
SECRETARY

May 3, 2017

Joseph Forte  
City Manager  
1065 Ridgewood Ave.  
Holly Hill, Florida 32117

Re: **State Highway Lighting, Maintenance, and Compensation Agreement Work Order (FY 17/18)**  
**Financial Project ID: 413615-8-78-06**  
**Contract Number: AOR-06**  
**FEID No.: VF-596000337-012**  
**Work Order for Fiscal Year 17/18**  
**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 17/18 paid under this **Work Order is \$35,839.22**. 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, 2017, and expire June 30, 2018**.

**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, 2017.**

- 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 17/18)  
Contract Number: **AOR-06**  
Page Two

**If you wish to receive payment for the Fiscal Year 16/17 Work Order, please submit an invoice to this office any time after May 19, 2017. Invoices for Fiscal Year 16/17 must be received no later than December 27, 2017.** Per the State Highway Lighting, Maintenance, and Compensation Agreement paragraph 2.c. which states: "Invoices may be submitted any time after May 19<sup>th</sup> 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: \_\_\_\_\_

Joseph Forte

Title: \_\_\_\_\_

City Manager

Phone: \_\_\_\_\_

386-248-9425

Date: \_\_\_\_\_

05/18/2017

# STATE HIGHWAY LIGHTING, MAINTENANCE AND COMPENSATION AGREEMENT CERTIFICATION

I, Joseph Forte, City Manager,  
(Name) (Title)

City of Holly Hill, hereby certify that the State Highway Lighting  
(Local Maintaining Agency)

Facilities for Financial Project ID: 413615-8-78-06, Contract No.: A08 06

In Volusia 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.

Joseph Forte  
(SIGNATURE)

5-18-2017  
(DATE)

State of Florida

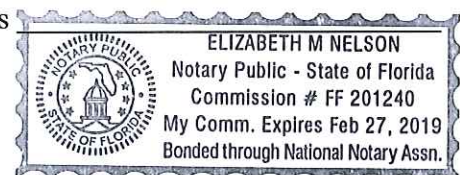
County of Volusia

Sworn to and subscribed to before me this 18 day of May, 2017.

Joseph Forte Notary Public, State of Florida at large.

Elizabeth M Nelson

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. |          |        |
|     |                                                                                                            | SubTotal | \$0.00 |
|     |                                                                                                            | TOTAL    | \$0.00 |

Contract #

F.I.D.#

Contract #

① NEED INVOICE

\* DATE OF SERVICE - 7-1-16 thru 6-30-17

---

 Highway Lighting, Maintenance, and Compensation Agreement



To: Richard.Grooms@dot.state.fl.us

## FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

AOR06

5/2/2017

### CONTRACT INFORMATION

|                                          |                                                                                               |
|------------------------------------------|-----------------------------------------------------------------------------------------------|
| <b>Contract:</b>                         | AOR06                                                                                         |
| <b>Contract Type:</b>                    | AK - PROJ PARTICIPATION (PROJ PART)                                                           |
| <b>Method of Procurement:</b>            | G - GOVERNMENTAL AGENCY (287.057,F.S.)                                                        |
| <b>Vendor Name:</b>                      | HOLLY HILL, CITY OF                                                                           |
| <b>Vendor ID:</b>                        | F596000337012                                                                                 |
| <b>Beginning Date of This Agreement:</b> | 08/28/2007                                                                                    |
| <b>Ending Date of This Agreement:</b>    | 06/30/2018                                                                                    |
| <b>Contract Total/Budgetary Ceiling:</b> | ct = \$399,473.80                                                                             |
| <b>Description:</b>                      | 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 5/2/2017

|                                |              |
|--------------------------------|--------------|
| <b>Action:</b>                 | Supplemental |
| <b>Reviewed or Approved:</b>   | *REVIEWED    |
| <b>Organization Code:</b>      | 55054030511  |
| <b>Expansion Option:</b>       | A1           |
| <b>Object Code:</b>            | 242059       |
| <b>Amount:</b>                 | \$35,839.22  |
| <b>Financial Project:</b>      | 41361587806  |
| <b>Work Activity (FCT):</b>    | 787          |
| <b>CFDA:</b>                   |              |
| <b>Fiscal Year:</b>            | 2018         |
| <b>Budget Entity:</b>          | 55150200     |
| <b>Category/Category Year:</b> | 088712/18    |
| <b>Amendment ID:</b>           | S011         |
| <b>Sequence:</b>               | 00           |
| <b>User Assigned ID:</b>       | 18           |
| <b>Enc Line (6s)/Status:</b>   | /04          |

**Total Amount: \$35,839.22**

\*Reviewed Funds Approval and encumbrance processing is contingent upon Annual Legislative appropriation.



**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 10<sup>th</sup> 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 28<sup>th</sup> 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 28<sup>th</sup> 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



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

**City Commission  
Resolution**

---

**MEETING DATE:** June 13, 2017  
**FROM:** Kurt Swartzlander  
**SUBJECT:** Resolution 2017-R-34 A Resolution of the City Commission of the City of Holly Hill, Florida, Awarding the Classification and Compensation Study to Evergreen LLC.; and Authorize the City Manager to Execute a Contract with Evergreen LLC.; and Authorizing the City Manager to Appropriate Additional Funds for the Funding of a Classification and Compensation Study; Providing for Severability; and Providing for an Effective Date.  
**NUMBER:** (ID # 1682)  
**APPLICANT:**  
**PLANNER:**

---

**DISCUSSION:**

The City Commission has previously approved city staff to execute an RFP for a Classification and Compensation Study. Staff issued the RFP and received 6 responses. The review committee reviewed all six proposals and unanimously ranked Evergreen Solutions LLC as the top pick to conduct the study.

**FISCAL**

**ANALYSIS:**

This is a budgeted item in the current fiscal year. However, Evergreen's initial proposal came in at \$28,500 and the City only has \$20,000 budgeted for this purpose. After discussions with the consultant and through eliminating certain minor services, staff and the consultant have negotiated a fee of \$20,000. If any additional site visits are needed the cost will be \$1,250.00 for each additional visit. Staff is requesting funding for two (2) additional site visits as needed. This will require a budget amendment in the amount of \$2,500.00.

**STAFF**

**RECOMMENDATION:**

Approve Evergreen Solutions LLC as the selected consultant for the classification & compensation study and amend the budget as per the attached resolution.

**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 2017-R-34, SELECTING EVERGREEN SOLUTIONS, LLC AS THE SELECTED CONSULTANT FOR THE CLASSIFICATION & COMPENSATION STUDY AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT AND APPROVAL TO AMEND THE BUDGET AS PER THE ATTACHED RESOLUTION.**

**ATTACHMENTS:**

- Evergreen Solutions LLC Proposal (PDF)
- Ranking Spreadsheet (XLSX)
- Final Letter Proposal (PDF)
- Budget Amendment Request (PDF)

**Resolution No. (ID # 1682)**

**RESOLUTION 2017-R-34 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDED THE CLASSIFICATION AND COMPENSATION STUDY TO EVERGREEN LLC.; AND AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT WITH EVERGREEN LLC.; AND AUTHORIZING THE CITY MANAGER TO APPROPRIATE ADDITIONAL FUNDS FOR THE FUNDING OF A CLASSIFICATION AND COMPENSATION STUDY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**RESOLUTION 2017-R-34**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDED THE CLASSIFICATION AND COMPENSATION STUDY TO EVERGREEN LLC.; AND AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT WITH EVERGREEN LLC.; AND AUTHORIZING THE CITY MANAGER TO APPROPRIATE ADDITIONAL FUNDS FOR THE FUNDING OF A CLASSIFICATION AND COMPENSATION STUDY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** The City Commission has requested a Classification and Compensation Study; and

**WHEREAS,** The City has fund balance available for this purpose.

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

**SECTION 1.** The City Commission of the City of Holly Hill does hereby award Evergreen LLC the Classification and Compensation study.

**SECTION 2.** The City Commission of the City of Holly Hill does hereby authorize the City Manager to execute the contract with Evergreen LLC.

**SECTION 3.** The City Commission of the City of Holly Hill does hereby authorize the appropriation of additional funds as outlined in Attachment "A" Budget Amendment Requests.

**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 13<sup>th</sup> day of JUNE, 2017.**

# A Proposal to Conduct a Compensation and Classification Study for the City of Holly Hill, FL

Submitted to:

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

Submitted by:



Evergreen Solutions, LLC  
2878 Remington Green Circle  
Tallahassee, Florida 32308  
(850) 383-0111 (phone) / (850) 383-1511 (fax)

**April 25, 2017**



## Evergreen Solutions, LLC

2878 Remington Green Circle - Tallahassee, Florida 32308  
850.383.0111 - fax 850.383.1511

April 21, 2017

Ms. Valerie Manning, City Clerk  
City of Holly Hill  
1065 Ridgewood Avenue  
Holly Hill, Florida 32117

Dear Ms. Manning:

Evergreen Solutions, LLC is pleased to submit a proposal to conduct a Compensation and Classification Study for the City of Holly Hill. Our response is based on our review of your Request for Proposals (RFP – 2017-HR-2), our understanding of the Florida labor market, and our knowledge of best practices in human resources management. **We believe we are the best qualified to perform the work being requested by the City of Holly Hill as we have conducted hundreds of compensation and classification studies for local governments and other public sector organizations in the country—the majority of which have been located in the State of Florida.**

Evergreen Solutions was formed to provide an alternative to traditional consulting firms. We provide an innovative and effective option by focusing on clients needing partners and not simply another service provider. As a national firm, Evergreen Solutions continues to grow and our territory now includes clients in 45 states. Evergreen Solutions is a female-owned business, certified as a W/MBE in many states across the country, including Florida.

In the State of Florida, Evergreen has worked with, or is currently on contract to work with, the following local government clients in providing work similar in scope to the services being requested: City of Orange City; City of Daytona Beach; City of Ft. Myers; City of Sunrise; City of Hollywood; City of Coral Springs; City of Tamarac; City of North Miami Beach; City of Palm Beach Gardens; City of Sunny Isles Beach; City of Cocoa; City of Sebring; City of Key West; City of Bushnell; City of Sarasota; City of Kissimmee; City of Winter Park; City of Orlando; City of St. Cloud; City of Clermont; City of St. Petersburg; City of Dunedin; City of Ocala; City of Temple Terrace; City of Bartow; City of Maitland; City of Lake City; City of Gainesville; City of Panama City Beach; City of Fort Walton Beach; Town of Jupiter; Town of Ponce Inlet; Town of Cutler Bay; Town of Davie; Village of Pinecrest; Village of North Palm Beach; Miami Shores Village; Charlotte County; Manatee County; Escambia County; Monroe County; Osceola County; Highlands County; Miami-Dade County; Citrus County; Alachua County; Seminole County; Lake County; Hernando County; Highlands County; Sarasota County; and many others. A description of the services provided to some of these clients can be found in **Section 1** of our proposal.

Outside of the State of Florida, our consultant team has worked with, or is currently on contract to work with, the following local governments in providing similar work to that being requested: City of Statesboro, GA; City of Kingsland, GA; City of Alpharetta, GA; City of Douglasville, GA; City of Savannah, GA; City of Garden City, GA; City of Dahlonega, GA; City of Roswell, GA; City of Tybee Island, GA; City of Brookhaven, GA; Forsyth County, GA; Lumpkin County, GA; Douglas County, GA; Blount County, TN; Mahoning County, OH; City of Bloomington, IN; City of Pittsburgh, PA; City of Kalamazoo, MI; City of Lee's Summit, MO; City of Branson, MO; City of Columbia, MO; St. Charles County, MO; Jefferson County, MO; Sedgwick County, KS; Kent County Levy Court, DE; City of Annapolis, MD; City of Hyattsville, MD; Allegany County, MD; City of Fredericksburg, VA; City of Williamsburg, VA; City of Newport News, VA; City of Covington, VA; City of Suffolk, VA; County of Culpeper, VA; Gloucester County, VA; Essex County, VA; Loudoun County, VA; Spotsylvania County, VA; Montgomery County, VA; Isle of Wight County, VA; King George County, VA; Louisa County, VA; Alleghany County, VA; Gaston County, NC; New Hanover County, NC; Duplin County, NC; Guilford County, NC; Charleston County, SC; Berkeley County, SC; City of Lancaster, SC; City of Columbia, SC; City of Chester, SC; City of Mauldin, SC; Town of Mount Pleasant, SC; Town of Hilton Head Island, SC; Town of Moncks Corner, SC; City of Fountain, CO; City of

Manitou Springs, CO; San Miguel County, CO; City of Salem, OR; City of Page, AZ; Town of Sahuarita, AZ; Town of Little Elm, TX; City of Buda, TX; City of Austin, TX; City of Pflugerville, TX; City of Pearland, TX; City of Seguin, TX; City of Rowlett, TX; City of Mont Belvieu, TX; City of Sunset Valley, TX; City of Fredericksburg, TX; City of Gonzales, TX; City of Sachse, TX; City of Temple, TX; City of Amarillo, TX; City of Duncanville, TX; Denton County, TX; Travis County, TX; City of Santa Fe, NM; City of Carlsbad, NM; and many others.

The Evergreen Team is able to fully comprehend the challenges and goals of the City of Holly Hill because of our vast understanding of local government human resources, and the fact that we possess the necessary experience and expertise. Information regarding our team's qualifications and experience can be found in **Section 2**. Detailed resumes are available upon request.

Some of the human resource services Evergreen has focused on include: compensation and classification studies; salary and benefits surveys; performance management studies; recruitment, hiring, and retention studies; strategic and workforce planning; staffing studies; and disparity studies.

Through our experiences in conducting this wide range of projects, we have gained the knowledge of every aspect of the management and operations involved in local government human resources. As a result, our team knows how critical a compensation and classification system is to the overall operation of a proficient and progressive municipality. We have developed helpful methods and tools that assist our clients in implementing and maintaining our study recommendations and results.

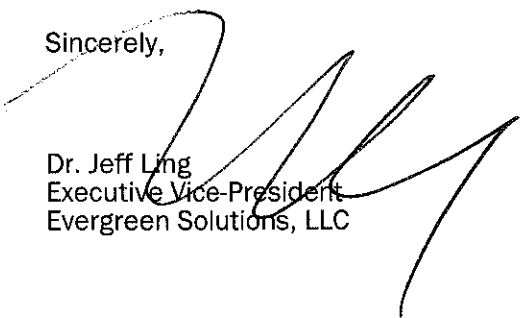
Evergreen's approach to conducting a compensation and classification study draws not only from extensive human resources work with local government clients, but also from direct feedback of our past clients. In essence, we offer you tools that are innovative as well as those that have been proven to work in real places with real people. Some of the key facets of our approach include:

- We emphasize communication as the key to successful study completion as well as implementation. Our team understands that compensation by its very nature creates anxiety in staff and managers alike. In order to ensure a successful study process and "buy-in" at implementation, City administrators, department heads, and employees need to be involved in each step of the process. This is a critical component of our communication plan.
- Our methodology utilizes the latest in technology. In order to reduce the cost to our client partners and enhance wider participation, we offer all of our tools in an electronic format. In essence, every step of the process can be done on the Web. Further, our web-based **JobForce Manager** tool allows our client partners to facilitate implementation and eases the ongoing maintenance of the compensation system.
- We understand that one size does not fit all. Some consultants provide the same overall solution to every client; however, we provide a variety of alternatives that allow our client partners to select the solution that best meets their business and human capital needs.

As Executive Vice-President of Evergreen Solutions, I am authorized to commit our firm contractually to this engagement. We have reviewed your general terms and conditions, and we acknowledge that we would be able to work within your requirements. As required, we have attached the following forms: Proposer Acknowledgement Form; RFP Response Form; Conflict, Non-Conflict of Interest Statement; Drug-Free Workplace Certification; Certificate of Insurance; and Business Tax Receipt.

We appreciate this opportunity and commit to you our best effort. If you have any questions, please contact me at (850) 383-0111 or via email at [jeff@consultevergreen.com](mailto:jeff@consultevergreen.com).

Sincerely,

  
Dr. Jeff Ling  
Executive Vice-President  
Evergreen Solutions, LLC



**City of Holly Hill**

1065 Ridgewood Avenue  
Holly Hill, Florida 32117  
Telephone (386) 248-9440  
Fax (386) 248-9497

**REQUEST FOR PROPOSALS****PROPOSER ACKNOWLEDGEMENT FORM*****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL***

RFP TITLE: Compensation and Classification Study

RFP NUMBER: 2017 – HR – 2

RFP OPENING DATE &amp; TIME: April 25, 2017 at 2:00 PM

RFP DEADLINE FOR QUESTIONS: April 18, 2017 at 5:00 PM

RFP OPENING LOCATION: 1065 Ridgewood Avenue, Holly Hill, FL 32117, City Hall, Large Conference Room

PRE-SUBMITTAL MEETING: N/A

**Submittals Received After The Above Date And Time Will Not Be Accepted.**PROPOSER'S NAME: Evergreen SolutionsPROPOSER'S MAILING ADDRESS: 2878 Remington Green CircleCITY-STATE-ZIP: Tallahassee, Florida 32308F.E.I.N.: 20-1833438PHONE NUMBER: (850)383-0111 FAX NUMBER: (850)383-1511

If returning as a "No Submittal", please state reason (s): \_\_\_\_\_

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

X

AUTHORIZED SIGNATURE (MANUAL)

Dr. Jeff King

NAME (TYPED)

Exec. Vice-President

TITLE

4/24/17

DATED



**City of Holly Hill  
Request for Proposals (RFP)  
Compensation and Classification Study  
(RFP No. 2017 – HR - 2)**

**RFP RESPONSE FORM**

**THIS RESPONSE IS SUBMITTED TO:**

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

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

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

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

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

Addendum Date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Addendum Number

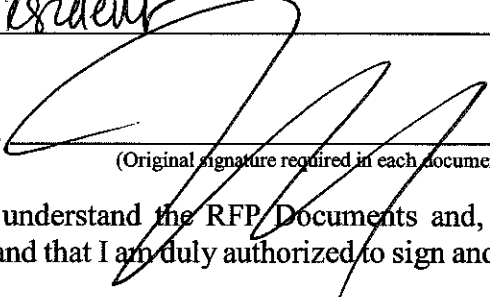
Addendum Clarification  
(Questions)  
\_\_\_\_\_

Receipt of all of which is hereby acknowledged.

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

**THIS RESPONSE IS SUBMITTED BY:**COMPANY NAME: Evergreen Solutions

VENDOR/CONTRACTOR LICENSE NUMBER: \_\_\_\_\_

ADDRESS: 2878 Remington Green Circle  
Tallahassee, FL 32308PHONE NO.: (850) 383-0111 FAX NO.: (850) 383-1511SUBMITTER'S NAME: Dr. Jeff Ling  
(Typed or Printed in Ink)TITLE: Cree Vice-PresidentAUTHORIZED SIGNATURE: I,  hereby  
(Original signature required in each document)

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

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

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

**City of Holly Hill  
Request for Proposals (RFP)  
Compensation and Classification Study  
(RFP No. 2017 – HR - 2)**

**CITY OF HOLLY HILL, FLORIDA**

**CONFLICT, NON-CONFLICT OF INTEREST STATEMENT  
LITIGATION STATEMENT**

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

Evergreen Solutions, LLC  
COMPANY NAME

[Signature]  
AUTHORIZED SIGNATURE

Dr. Jeff Ling  
NAME (PRINT OR TYPE)

Exec. Vice President  
TITLE

4/21/17  
DATE

**City of Holly Hill**  
**Request for Proposals (RFP)**  
**Compensation and Classification Study**  
**(RFP No. 2017 – HR - 2)**  
**CITY OF HOLLY HILL, FLORIDA**  
**DRUG-FREE WORKPLACE CERTIFICATION**

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

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

*Evergreen Solutions, LLC*  
 \_\_\_\_\_  
 Company Name

\_\_\_\_\_  
 Authorized Signature

*Dr. Jeff Ling*  
 \_\_\_\_\_  
 Print Name

*Exec. Vice President*  
 \_\_\_\_\_  
 Title



EVERSOL-01

TBEAUD

DATE (MM/DD/YYYY)

04/04/2017

# **CERTIFICATE OF LIABILITY INSURANCE**

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

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

| <b>PRODUCER</b><br>Rogers, Gunter, Vaughn Insurance, Inc.<br>1117 Thomasville Road<br>Tallahassee, FL 32303 | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext): (850) 386-1111 FAX (A/C, No): (850) 385-9827<br>E-MAIL ADDRESS:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                               |        |                                     |              |                                       |              |                             |              |                    |  |                    |  |                    |  |
|-------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------|-------------------------------------|--------------|---------------------------------------|--------------|-----------------------------|--------------|--------------------|--|--------------------|--|--------------------|--|
| <b>INSURED</b><br>Evergreen Solutions LLC<br>2878 Remington Green Circle #101<br>Tallahassee, FL 32308      | <table border="1"> <thead> <tr> <th data-bbox="846 470 1430 491">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1435 470 1554 491">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="846 497 1430 518"><b>INSURER A : MAPFRE Insurance</b></td> <td data-bbox="1435 497 1554 518"><b>34932</b></td> </tr> <tr> <td data-bbox="846 525 1430 546"><b>INSURER B : Foremost Insurance</b></td> <td data-bbox="1435 525 1554 546"><b>11185</b></td> </tr> <tr> <td data-bbox="846 552 1430 573"><b>INSURER C : Hartford</b></td> <td data-bbox="1435 552 1554 573"><b>22357</b></td> </tr> <tr> <td data-bbox="846 579 1430 600"><b>INSURER D :</b></td> <td data-bbox="1435 579 1554 600"></td> </tr> <tr> <td data-bbox="846 606 1430 627"><b>INSURER E :</b></td> <td data-bbox="1435 606 1554 627"></td> </tr> <tr> <td data-bbox="846 634 1430 655"><b>INSURER F :</b></td> <td data-bbox="1435 634 1554 655"></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | <b>INSURER A : MAPFRE Insurance</b> | <b>34932</b> | <b>INSURER B : Foremost Insurance</b> | <b>11185</b> | <b>INSURER C : Hartford</b> | <b>22357</b> | <b>INSURER D :</b> |  | <b>INSURER E :</b> |  | <b>INSURER F :</b> |  |
| INSURER(S) AFFORDING COVERAGE                                                                               | NAIC #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                               |        |                                     |              |                                       |              |                             |              |                    |  |                    |  |                    |  |
| <b>INSURER A : MAPFRE Insurance</b>                                                                         | <b>34932</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |        |                                     |              |                                       |              |                             |              |                    |  |                    |  |                    |  |
| <b>INSURER B : Foremost Insurance</b>                                                                       | <b>11185</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |        |                                     |              |                                       |              |                             |              |                    |  |                    |  |                    |  |
| <b>INSURER C : Hartford</b>                                                                                 | <b>22357</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |        |                                     |              |                                       |              |                             |              |                    |  |                    |  |                    |  |
| <b>INSURER D :</b>                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                               |        |                                     |              |                                       |              |                             |              |                    |  |                    |  |                    |  |
| <b>INSURER E :</b>                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                               |        |                                     |              |                                       |              |                             |              |                    |  |                    |  |                    |  |
| <b>INSURER F :</b>                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                               |        |                                     |              |                                       |              |                             |              |                    |  |                    |  |                    |  |

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

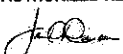
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                     | ADDL INSD SUBR WVD                  | POLICY NUMBER          | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                            |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|------------------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>A</b> | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | <input checked="" type="checkbox"/> | <b>CP0008008576000</b> | <b>08/17/2016</b>       | <b>08/17/2017</b>       | EACH OCCURRENCE \$ <b>1,000,000</b><br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b><br>MED EXP (Any one person) \$ <b>10,000</b><br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$ <b>2,000,000</b><br>PRODUCTS - COMP/OP AGG \$ <b>Included</b> |
| <b>A</b> | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                                                     |                                     | <b>CP0008008576000</b> | <b>08/17/2016</b>       | <b>08/17/2017</b>       | COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b><br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                                  |
| <b>A</b> | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b><br><input type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> RETENTION \$                                                                                                                                                                             | <input checked="" type="checkbox"/> | <b>42600500005901</b>  | <b>08/17/2016</b>       | <b>08/17/2017</b>       | EACH OCCURRENCE \$ <b>1,000,000</b><br>AGGREGATE \$                                                                                                                                                                                                               |
| <b>B</b> | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br><input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                | <input type="checkbox"/>            | <b>WC0267520709</b>    | <b>10/24/2016</b>       | <b>10/24/2017</b>       | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ <b>1,000,000</b><br>E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b><br>E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>                                     |
| <b>C</b> | <b>Professional Errors</b>                                                                                                                                                                                                                                                                                            |                                     | <b>21PG0258846</b>     | <b>08/17/2016</b>       | <b>08/17/2017</b>       | <b>Each Claim</b> <b>1,000,000</b>                                                                                                                                                                                                                                |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Professional Liability has a \$2,000,000 Aggregate limit

Policy Cancellation is 10 days written notice for non-payment and 30 days written notice for all other reasons.

**CERTIFICATE HOLDER****CANCELLATION**

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





EVERGREEN SOLUTIONS, LLC  
LINDA RECIO  
2878 REMINGTON GREEN CIR  
TALLAHASSEE FL 32308

Account Number: 63438

**The Business Tax Certificate for tax year 2017 is attached below.**

**This certificate expires September 30th, 2017.**

Please detach and display in a prominent place at the business location.

To cancel a business account with the City of Tallahassee, please return this certificate with a letter identifying the final day of business.

To transfer ownership or location, please follow the instructions on the reverse side of the tax certificate.

Each April the "Declaration of Information Form" is mailed to all non-professional, commercial locations. This Declaration must be completed and returned prior to June 15th. Failure to accurately complete the Declaration of Information can result in a 25% tax increase.

For information concerning the Business Tax, please visit Talgov.com or call the Revenue Division at (850) 891-6488.

Thank you for your Payment

2016-17

**CITY OF TALLAHASSEE BUSINESS TAX CERTIFICATE**  
**LOCAL BUSINESS TAX RECEIPT**

2016-17

**TAX CERTIFICATE EXPIRES SEPTEMBER 30, 2017**

**DBA:** EVERGREEN SOLUTIONS, LLC  
**Location:** 2878 REMINGTON GREEN CIR  
**Address:** TALLAHASSEE FL 32308

**Account Number:** 63438

|                  |                 |                          |
|------------------|-----------------|--------------------------|
| <b>Type Code</b> | <b>Sub Code</b> | <b>Type Description:</b> |
| 850              | J               | Service - Consultants    |

**EVERGREEN SOLUTIONS, LLC**  
**LINDA RECIO**

The firm, corporation, organization, business or individual whose name appears herein has paid a business tax for the business activities indicated above, subject to city, state and federal laws. This certificate must be conspicuously displayed at the location of the business activity. A change of location from the stated business location on this certificate as well as a change in ownership requires a transfer. (See reverse side.)



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## *Section 1*

### *Background of Firm*



## 1.0 Background of Firm

Evergreen is well qualified to conduct a Compensation and Classification Study for the City of Holly Hill as our consultants have conducted hundreds of similar studies for local governments and other public sector organizations throughout the country, especially in the State of Florida. In this section we provide you with our company's background, our similar experience, and what our clients are saying about our consulting work.

### 1.1 Company Background

Evergreen Solutions is a national, multidisciplinary, public sector management consulting firm, which specializes in working with local governments across the nation. We provide a unique approach, rather than the "consulting as usual" approach, by partnering with our clients to find innovative, real world solutions to public management.

Evergreen Solutions is a limited liability company (LLC) that was formed in 2004 to provide a modern, practical alternative to the typical consulting options. The firm is made up of management and information technology professionals as well as strategic partners who came together to form an innovative alternative that places clients and their needs before any individual, model, or corporate goal.

Evergreen Solutions is a female-owned business, certified as an M/WBE in many states and municipalities across the country, including Florida. Evergreen is located at 2878 Remington Green Circle, Tallahassee, Florida 32308. Evergreen has 14 full-time professional staff.

Our main focus is on people, management, and technology. This focus allows our team to provide a broad variety of services, including, but not limited to: compensation and classification studies; market salary and benefits surveys; performance appraisal system design; workload analyses; recruitment, hiring, and retention studies; strategic and workforce planning; staffing studies; and labor pool availability.

We invite you to browse our Web site at [www.ConsultEvergreen.com](http://www.ConsultEvergreen.com) or visit us on Facebook at [www.facebook.com](http://www.facebook.com) or LinkedIn at [www.linkedin.com](http://www.linkedin.com) for more information about our services, staff, and past experience.



Evergreen Solutions assists public sector professionals in exercising control over the inter-related elements that determine success or failure. We do that by applying a situation-responsive discipline that emphasizes:

- full visibility into the entire organization through research and discovery;



- a spirit of partnership with local government staff and leadership;
- sound recommendations based on best practices and proven methods; and
- a practical go-forward plan that leads to quantifiable results.

Collectively, the members of the Evergreen Solutions Team have:

- extensive experience in conducting compensation and classification studies for local governments and other public sector organizations throughout the country, especially in the State of Florida;
- comprehensive experience in all components vital to the successful completion of this project;
- knowledge of relevant Florida statutes and state regulations as well as federal regulations;
- objectivity and flexibility due to the fact that we have no vested interests; and
- specialized analytical tools that we bring to the project.



Clients nationwide have been successfully implementing recommendations from our team of professional consultants for decades. Evergreen has contracted with public sector, quasi-governmental, and non-profit organizations in 45 states throughout the country in providing a variety of human resources consulting.

**Exhibit 1-1** includes a list of some of the local government and other public sector clients in the State of Florida that our consultant team has worked with, or is currently on contract to work with, that involved similar services to those being requested by the City of Holly Hill.



## Exhibit 1-1

## Select Public Sector Clients

|                                           |                           |                                             |
|-------------------------------------------|---------------------------|---------------------------------------------|
| Florida Sheriff's Association             | City of Ft. Myers         | Pinellas County                             |
| Florida Association of Counties           | City of St. Petersburg    | Sarasota County                             |
| Florida League of Cities                  | City of Daytona Beach     | Martin County                               |
| Florida Board of Bar Examiners            | City of Orange City       | Bay County                                  |
| FL Assoc. of Court Clerks & Comptrollers  | City of Holmes Beach      | Village of Pinecrest                        |
| Florida Prepaid Tuition                   | City of Zephyrhills       | Village of North Palm Beach                 |
| Association for Institutional Research    | City of Pensacola         | Village of Islamorada                       |
| Confidential Office Personnel Association | City of Plant City        | Town of Ponce Inlet                         |
| Manatee County Sheriff's Office           | City of Plantation        | Town of Juno Beach                          |
| Okaloosa County Sheriff's Office          | City of Sarasota          | Town of Palm Beach                          |
| Martin County Sheriff's Office            | City of Sunny Isles Beach | Town of Cutler Bay                          |
| Nassau County Sheriff's Office            | City of Punta Gorda       | Town of Davie                               |
| Alachua County Sheriff's Office           | City of Deltona           | WorkNet Pinellas                            |
| Clay County Sheriff's Office              | City of Temple Terrace    | Sarasota-Manatee Airport Authority          |
| Marion County Sheriff's Office            | City of Kissimmee         | Hillsborough Area Transit Authority         |
| Collier County Sheriff's Office           | City of St. Cloud         | Toho Water Authority                        |
| Pasco County Sheriff's Office             | City of Clermont          | Tampa Bay Water                             |
| Flagler County Sheriff's Office           | City of Orlando           | Health Care District of Palm Beach County   |
| Gadsden County Sheriff's Office           | City of Key West          | Keys Energy Services                        |
| City of Fort Walton Beach                 | City of Coral Springs     | Orlando-Orange County Expressway Authority  |
| City of Panama City                       | City of Clermont          | Manatee County Utility                      |
| City of Destin                            | City of Cocoa             | Pinellas County Housing Authority           |
| City of Sebring                           | City of North Miami Beach | Tampa Housing Authority                     |
| City of Winter Park                       | City of Dania Beach       | Glades General Hospital                     |
| City of Palm Beach Gardens                | City of Doral             | Loxahatchee River District                  |
| City of Bunnell                           | Manatee County            | Southwest Florida Water Management District |
| City of Bushnell                          | Sumter County             | St. Johns River Water Management District   |
| City of Ocala                             | Seminole County           | Keys Aqueduct Authority                     |
| City of Venice                            | Gadsden County            | Brevard County Property Appraiser's Office  |
| City of Tamarac                           | Monroe County             | Gadsden County Property Appraiser's Office  |
| City of St. Cloud                         | Charlotte County          | Jacksonville Aviation Authority             |
| City of Lake City                         | Osceola County            | Solid Waste Authority of Palm Beach County  |
| City of Cape Coral                        | Alachua County            | Community Action Stops Abuse                |
| City of Largo                             | Highlands County          |                                             |
| City of Hollywood                         | Gulf County               |                                             |
| City of Maitland                          | Citrus County             |                                             |
| City of Dunedin                           | Hernando County           |                                             |
| City of Bartow                            | Escambia County           |                                             |





## 1.2 Select Relevant Experience

Evergreen Solutions has conducted hundreds of compensation and classification studies for local governments and other public sector organizations across the country, especially in the State of Florida. The following local government projects are just a sample of some of Evergreen's more recent work that involved services similar in scope to the services being requested by the City of Holly Hill.

### Compensation Analysis City of Orange City, Florida

Evergreen Solutions was engaged with the City of Orange City to conduct a Compensation Analysis. Evergreen's consultants estimated the City's market position, refined pay plan, and slotted incumbents based on data that was collected from the region.



### Human Resource Consulting Services (Compensation Study) City of Orlando, Florida

Evergreen was retained by the City of Orlando to provide human resources consulting services by conducting a compensation study. Evergreen reviewed the City's compensation system, selected targets and benchmarks for market comparison, conducted a market survey, and developed strategic positioning recommendations to keep the City's compensation plan competitive.



### Classification and Compensation Study City of Cocoa, Florida

Evergreen Solutions was hired by the City of Cocoa, located in Brevard County, to conduct a Classification and Compensation Study for its 444 employees. Evergreen's consultants performed a comprehensive survey of the City's job classifications, pay structures and benefits and provided recommendations to the City for implementation of the proposed changes in order for the City to maintain internal and external equity.

The City's objectives for the study was: to attract and retain qualified workers who will be paid an equitable salary and benefit package; provide fair salaries for all workers of the City; and provide a salary structure that enables the City to maintain a competitive position with other cities and companies within the same geographic area.

The City's current Pay and Classification Plan consisted of four different classifications:

- General Employees: The current pay structure is set up in pay grades with steps (varying in numbers, up to 16 steps).
- Laborers' International Union of North America (LIUNA): These positions consist of 16 different pay grades with established minimum and maximum pay ranges.



- Coastal Florida Police Benevolent Association (PBA): These positions consist of three (3) different pay grades with established minimum and maximum pay ranges.
- International Association of Firefighters (IAFF): These positions consist of two different pay grades with established minimum and maximum pay ranges.



#### **Classification, Compensation and Other Related Services Study City of Maitland, Florida**

Evergreen Solutions was retained by the City of Maitland to conduct a comprehensive evaluation of their compensation and classification plans and practices. Employees participated in the project by attending focus groups, participating in interviews, and completing Job Assessment Tool surveys to determine the accuracy and equity of the classification plan. In addition, pay ranges were analyzed in the public and private sector to determine the competitiveness of the City's pay plan for all included jobs. Recommendations were provided to improve the accuracy, fairness and equity of the overall plan.



#### **Salary Survey and Job Analysis on Selected Positions City of Kissimmee, Florida**

Evergreen Solutions was hired in 2016 by the City of Kissimmee to conduct a Salary Survey as well as a Job Analysis on selected positions (i.e., Police and Fire). The intent of the study was to compare and contrast the City's current salary structure and levels with those of key competing employers so that a determination could be made regarding the City's competitive position within the marketplace. **Note:** Evergreen also conducted a Salary, Benefits, and Classification Study for the City in 2007.



#### **Classification and Compensation Study City of Winter Park, Florida**

Evergreen Solutions assisted the City of Winter Park's Human Resources Department with conducting a comprehensive classification and compensation study for all full-time employees. The project centered on providing the City with a revised system that was characterized by internal and external equity. To ensure internal equity, Evergreen utilized its Job Assessment Tool (JAT) and Management Issues Tool (MIT) to properly classify work performed and highlight issues to be addressed by management. Employees at all levels were also provided a forum to voice concerns with the current system through focus groups. Evergreen also selected benchmarks and peer organizations to survey for wages in comparison to the market. This information was combined with the job analysis to provide a comprehensive solution. The recommended solutions were costed out and presented to the City for review.



**Classification and Compensation Study  
City of Lake City, Florida**

Evergreen Solutions was retained by the City of Lake City to conduct a Classification and Compensation Study. Evergreen's consultants reviewed the City's current classification and compensation plan and identified and recommended a consistent and competitive market position that the City could strive to maintain based on a salary survey results from peer organizations. Evergreen recommended an appropriate salary range for each position in the City based on a review and analysis of the classification plan, the compensation survey results, internal relationships, and external and internal equity. Evergreen further provided recommendations for the ongoing internal administration and maintenance of the proposed compensation and classification plan.

**Classification and Compensation Study  
City of Ft. Myers, Florida**

Evergreen Solutions is retained by the City of Ft. Myers to conduct a Classification and Compensation Study for all employee groups (i.e., Police Union – Sworn only; Fire Union and General Union and Non-bargaining). The study included a comprehensive classification analysis using Evergreen Solutions' Job Assessment Tool job valuation methodology in addition to a statistical assessment of current conditions. An evaluation of external equity including a salary survey of competing organizations was conducted. The project will conclude with a series of findings and recommendations designed to identify and recommend resolution of any inequities in the system and, if necessary, redesign the existing system in place for the City. **Note:** This project is nearing completion as a draft final report has been submitted for review and approval.

**Classification and Compensation Study  
City of Sarasota, Florida**

Evergreen Solutions was retained by the City of Sarasota to conduct a classification and compensation analysis of its workforce. Employees participated in focus groups, interviews, and a job analysis was conducted to determine the best classifications for the work performed. In addition, pay ranges were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs. Recommendations were provided to improve the fairness and equity in the current system.



**Employee Compensation Consultant Services  
City of Coral Springs, Florida**

Evergreen Solutions was engaged with the City of Coral Springs to provide employee compensation consultant services. The purpose and intent of the study was to compare and contrast the City's current salary structure and levels with those of key competing employers and to determine the City's competitive position within the marketplace. Evergreen analyzed each position within the City by conducting interviews and evaluating position descriptions and duties. Evergreen also interviewed department heads and assessed classifications within positions to determine whether classifications need to be revised. Based on the review, Evergreen recommended pay and classification strategies for the City in order to attract and retain talented employees.

**Compensation, Classification, and Benefits Study  
City of Palm Beach Gardens, Florida**

The City of Palm Beach Gardens, located in south Florida, just north of West Palm Beach, entered into a contract with Evergreen Solutions to conduct a comprehensive Compensation and Classification Study to assess the city's internal and external equity. The City had established track record of regular studies of this nature and seeks up-to-date competitive salary and benefits information from both the private and public sector. A salary survey of peer organizations in the local and regional market, to include benefits and total compensation, was conducted to ascertain the City's relative market position. The City maintained the objective of being among the compensation leaders in Palm Beach County, and regular evaluation of this kind was essential in achieving this progressive goal. The study included a complete classification analysis using Evergreen Solutions' Job Assessment Tool job valuation methodology in addition to a statistical assessment of current conditions. The study concluded with a series of findings and recommendations in a written report that was designed to identify and recommend resolution of any inequities in the system and, if necessary, update the existing classification structure. The City had gone through a considerable reduction in force, which had caused many responsibilities to be shuffled.

**Job Classification and Compensation Study  
City of Sunrise, Florida**

Evergreen Solutions is engaged with the City of Sunrise to conduct a Job Classification and Compensation Study of its 1,200 employees. The City is at the geographic center of the tri-county metropolitan area comprised of Miami-Dade, Broward and Palm Beach Counties and has a reputation for strong financial management, aggressive economic development, outstanding police and fire rescue services, leadership on regional issues, and support for its public schools.



Evergreen will conduct a comprehensive evaluation of the City's current classification structure and related policies and practices as well as comparative analysis of position classifications to determine relative work within the organization and for the establishment of appropriate pay grades. Evergreen will work with the City to identify the proposed labor market and benchmark classes and public and private agencies/markets that are similarly situated to the City to include in the salary survey. A comprehensive total compensation and benefits survey will be distributed to comparable peers that not only assess job titles but also accounts for actual corresponding job duties and responsibilities.

Evergreen will further conduct interviews with employees in single position classifications, a representative sample of employees in multiple position classifications, and appropriate management personnel in order to validate the information pertaining to job duties. Information will be obtained from employees through the distribution of a job assessment tool Evergreen will use the information obtained from the JAT to perform a job analysis to verify and validate information with existing job descriptions to determine if classifications are correctly allocated in an organizational hierarchy.

In the end, Evergreen will summarize the methodology, techniques, and data used to develop the proposed compensation and classification plan and will provide recommendations for a classification and compensation structure that reflects the City's overall classification and compensation strategies. Evergreen will further recommend pay grades, grade pricing and salary ranges for all existing and proposed classification.



#### **Compensation Study City of Hollywood, Florida**

The City Hollywood retained Evergreen to conduct a compensation study of all non-represented employees and then again for AFSCME employees (i.e., approximately 66 Professional and Supervisory employees in 38 different job classifications). A job-task analysis/job audit was conducted to determine whether classifications were correctly placed in the organizational hierarchy and whether individual job positions were classified correctly. Evergreen reviewed job descriptions using the Job Assessment Tool job valuation methodology and conducted a statistical assessment of current conditions to ensure compliance with federal and state laws including proper designation of classifications as "exempt" vs. "non-exempt".

Evergreen conducted a comprehensive survey to ensure that the City of Hollywood's compensation plan was equitable and competitive in its total compensation package relative to internal factors and external markets (The City's goal was to be in the top 25% in salary). Evergreen's consultants reviewed existing salaries to determine proper placement within proposed classifications, and recommend appropriate "equity





adjustments" as needed, based upon the results of the salary survey and the recommended pay plan.

Evergreen concluded the study with recommendations designed to alleviate any strains on the current compensation and classification system. Evergreen further recommended procedures, policies, and methods to maintain an on-going Classification & Compensations Plan that was performance based, fair and competitive. In addition, Evergreen's consultants developed policies and procedures for developing and maintaining a career track/progression/retention program and reviewed existing performance appraisal system in order to make recommendations to integrate the performance appraisal system with new Classification & Compensation Plan.



#### **Pay and Classification Study City of Doral, Florida**

Evergreen Solutions was engaged with the City of Doral to conduct a Pay and Classification Study. Employees participated in focus groups, interviews, and a job analysis was conducted to determine the best classifications for the work performed. In addition, salaries were analyzed in the public and private sector to determine the appropriate salary for all included jobs. Recommendations were provided to improve the fairness and equity in the current classification and compensation system. **Note:** Evergreen was also hired in 2007 to conduct a Compensation, Classification, and Value Engineering Study.



#### **Compensation Study City of North Miami Beach, Florida**

Evergreen Solutions was retained by the City of North Miami Beach to conduct a compensation study. Evergreen consultants reviewed pay ranges in the public and private sector to determine the appropriate pay levels for all included jobs (up to 60 benchmarks). Recommendations were provided to improve the fairness and equity within the City. Evergreen provided City staff with the necessary training and materials so that an understanding of the methodology—and how to implement, administer, and maintain the recommended compensation system—was accomplished.



**Benchmark Compensation Study  
City of Plantation, Florida**

Evergreen Solutions was retained by the City of Plantation to conduct a Benchmark Compensation Study and develop a city-wide compensation plan for the City, taking into account internal and external equity. Evergreen developed recommendations and guidelines for the continued administration and maintenance of the compensation structure, including recommendations and guidelines related to how employees will move through the pay structure/system as a result of transfers, promotions, demotions and employees whose base pay is at the maximum of their pay range in their positions; including proposal for the proper mix of pay, how often to adjust pay scales and survey the market, and how to keep the system fair and competitive over time.

**Classification and Compensation Study  
City of Sunny Isles Beach, Florida**

Evergreen Solutions was retained by the City of Sunny Isles Beach to conduct a classification and compensation study for all its employees. Employees participated in focus groups, interviews, and a job analysis was conducted to determine the best classifications for the work performed. Pay ranges were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs and recommendations were provided to improve the fairness and equity in the current system.

**Salary Survey  
City of Dania Beach, Florida**

Evergreen Solutions was retained by the City of Dania Beach to conduct a salary survey to compare 40 benchmark positions against municipalities of comparable size within the tri-county area, and to make recommendations to improve the competitiveness of the City in recruiting and retaining qualified staff.



### **Job Classification Analysis City of St. Petersburg, Florida**

Evergreen Solutions was retained by the City of St. Petersburg to conduct a Job Classification Analysis in order to update and produce approximately 648 legally-compliant job descriptions that would include 6 – 8 core competencies each. Evergreen's consultants analyzed all city job descriptions, both full-time and part-time positions, and determined the core competencies for each classification; and revised classifications and competencies that formed the foundation of the City's recruitment, learning management, performance management, and succession planning programs.

Evergreen met with HR staff and department heads to discuss roles, competency model options, and project processes and adjusted the competency survey that was used in conjunction with the Job Assessment Tool (JAT) that was administered to a representative sample of the City's 3,150 full- and part-time staff. Evergreen reviewed the work performed by each classification and scored and reviewed supervisory comments for any anomalies or discrepancies discovered. Evergreen created task inventory and job families based on JAT responses and organizational charts and identified the degree of overlap in tasks between jobs in similar job families. From this, Evergreen identified root factors in each task grouping and linked to any underlying behavioral factors.



### **Classification and Compensation Services City of Dunedin, Florida**

Evergreen Solutions was engaged with the City of Dunedin to provide and Classification and Compensation Services. Evergreen analyzed each position within the City by conducting interviews; evaluating employee position descriptions and duties; interviewing department heads; assessing classifications within positions; and making FLSA determinations. Evergreen presented a proposed classification structure to City management, including a cost analysis for positions that would require adjustments. Evergreen also conducted a comprehensive survey of public and private labor market comparables designed to include salary ranges, and actual salaries to ensure that the City's compensation was equitable and competitive relative to internal factors and external markets.



### **Classification and Compensation Study City of Sebring, Florida**

Evergreen Solutions was hired by the City of Sebring to conduct a Classification and Compensation Study that will allow the city to be competitive in the marketplace in attracting and retaining qualified employees. Evergreen's consultants reviewed the effectiveness of the City's current salary and benefits plan as it related to the market competitiveness for attracting and retaining quality employees. Evergreen



conducted a job analysis for ensuring proper classification and internal equity. Employees participated in focus groups, interviews, and a job analysis was conducted to determine the best classifications for the work performed. Pay ranges were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs. Recommendations were provided to improve the fairness and equity in the current system.



#### **Comprehensive Classification and Compensation Study City of Panama City, Florida**

Evergreen was retained by the City of Panama City to conduct a Comprehensive Classification and Compensation Study for 545 non-union positions/employees, including approximately 79 firefighters, 92 police officers, and 5 elected officials in 190 job classifications. Employees participated in focus groups, interviews, and a job analysis to determine the best classifications for the work performed. Pay ranges were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs. Evergreen reviewed the City's current performance evaluation system, tools and procedures, and made recommendations for necessary changes to the system. Recommendations were also provided to improve fairness and equity of all jobs within the City. Select City staff were provided the necessary training and materials so that an understanding of the methodology and how to implement, administer, and maintain the recommended total classification and compensation system were accomplished. Evergreen made recommendations regarding enhancements to the City's current performance evaluation system and provided the City with a performance evaluation tool.



#### **Pay and Classification Study City of Fort Walton Beach, Florida**

Evergreen Solutions was hired by the City of Fort Walton Beach to conduct a Pay and Classification Study for its 320 employees. Evergreen conducted a job-task analysis/job audit of all employee positions to verify and validate information from existing job descriptions and conducted personal interviews with employees, supervisors, and directors to determine whether classifications were correctly placed in organizational hierarchy and if individual positions were classified correctly. Evergreen conducted a comprehensive survey of public and private labor market comparables designed to include salary ranges, actual salaries, and benefits information to ensure the City of Fort Walton Beach's compensation was equitable and competitive in its total compensation package relative to internal factors and external markets. Evergreen conducted a comparison of existing benefits with market data and comment.



Evergreen recommended and implemented a classification system that could be utilized by City staff at the conclusion of the project. To accomplish this Evergreen's consultants:

- grouped positions based upon duties performed, knowledge, skills and abilities for the position;
- conducted an analysis that addressed the issue of internal equity;
- recommended the assignment of each classification to a pay grade;
- reviewed current job descriptions and revised/updated as necessary;
- reviewed the City's current assignment of exempt versus non-exempt status as it related to the FLSA and made appropriate recommendations with justification; and
- provided appropriate adjustments to account for regional cost of living variations.



#### **Classification and Compensation Study Miami Shores Village, Florida**

Evergreen was retained by Miami Shores Village to conduct a Classification and Compensation Study for all employees. Employees participated in focus groups, interviews, and a job analysis to determine the best classifications for the work performed. Pay ranges were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs. Recommendations were provided to improve the fairness and equity within the Village.



#### **Compensation and Classification Analysis Village of Pinecrest, Florida**

Evergreen Solutions was hired by the Village of Pinecrest to conduct Classification Reviews and compensation market analysis utilizing Job Assessment Tool responses and salary survey processes. Evergreen Solutions consultants conducted on-site orientation sessions and focus group meetings where employees were informed of the content of the JAT and coordinated with Village representatives to conduct the JAT in a timely manner. The Village also contributed to a list of benchmark classifications





and targeted peer organizations for the external market analysis. At the conclusion of the study the Village was presented with revised and formatted Job Descriptions which reflect up-to-date job tasks and requirements as well as recommendations and implementation strategies for addressing internal and external equity. Each classification was also reviewed for FLSA compliance.



#### **Compensation Study Village of North Palm Beach, Florida**

Evergreen Solutions was retained to conduct a compensation study for the Village of North Palm Beach. The study included evaluating private and public labor market, and making recommendations to improve competitiveness in alignment with the Village's strategic goals. Evergreen's recommendations improved the competitiveness of the Village and helped prepare it for future recruitment challenges.



#### **Salary and Benefits Survey Town of Ponce Inlet**

Evergreen Solutions was hired by the Town of Ponce Inlet to conduct a salary and benefits survey in order to assist with an update to the Town's Compensation Plan. The goal of this project was to assist the Town in attaining their goal of maintaining a sound process to provide a compensation structure that was fair and equitable as compared to peer organizations.



#### **Classification and Compensation Study Charlotte County, Florida**

Evergreen Solutions was retained by Charlotte County to conduct a classification and compensation study for approximately 900 full-time and part-time employees in 250 classification specifications. Employees participated in focus groups, interviews, and a job analysis was conducted to determine the best classifications for the work performed. A review of all current classification specifications and job descriptions was made to ensure consistency, compliance with current industry best practices as to form, and compliance with applicable provisions of the Fair Labor Standards Act (FLSA), ADA, PERC (Florida Statute 447.203), and other applicable State and federal laws.

A salary survey was conducted within the appropriate public and private job markets to determine current market pay grade assignment and salary structure commensurate with the job assignment. Evergreen offered criteria for a candidate's or an employee's placement within



corresponding zones of the pay range. Recommendations were made for resolving pay compression issues that had been created due to 5 – 6 years of wage freezes compounded by ever-increasing market competitiveness. **Note:** Prior to this study, Evergreen was hired in 2011 by the County to conduct a Market Salary Survey.



#### **Compensation Study Sarasota County, Florida**

Evergreen Solutions was retained by Sarasota County to conduct a Compensation Study. Pay ranges were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs. Recommendations were provided to improve the fairness and equity in the current system.



#### **Compensation, Classification, and Performance Management Study Manatee County, Florida**

Evergreen Solutions was hired by Manatee County to assist with a county-wide Compensation and Classification Study. At the time of the study, Manatee County was a growing county with a population of over 300,000 located on the southwestern coast of FL between Pinellas and Sarasota Counties. An appointed County Administrator oversaw 16 departments, with approximately 2,900 employees within approximately 600 classifications and 58 pay ranges/grades.

The study included all employees that serve in capacities for the Board of County Commissioners. As part of the review, orientation sessions, focus groups, and interviews were conducted in throughout the county. All employees were asked to complete the Job Assessment Tool (JAT) and job analysis was conducted with the results in order to create a classification plan. A salary survey was issued to local and regional employers to assess competitiveness. Based on the classification and compensation findings, a new pay plan as well as policies and procedures were recommended to the County. Evergreen Solutions helped the County attain their goal of maintaining a sound process providing a classification and pay structure that is fair, equitable, and systematic with a compensation plan comparable with other governmental jurisdictions and the private sector. In addition, Evergreen reviewed the performance management system in place within the County, and provided recommendations for improvement.

**Note:** Evergreen completed a market survey and compensation analysis update in 2012 and recently conducted a Compensation and Classification study of the Information Technology Services Department.



### **Salary and Benefits Review Hernando County, Florida**

Evergreen Solutions was retained by Hernando County to conduct a Salary and Benefits Review of its workforce. Evergreen's consultants reviewed the effectiveness of the County's current salary and benefits plan as it related to the market competitiveness for attracting and retaining quality employees. To accomplish this, Evergreen conducted a comprehensive survey of public and private labor market comparables designed to include salary ranges, pay grade factoring system, actual salaries, and benefits (retirement plans, health and dental insurance) information to ensure the County's compensation was equitable and competitive in its total compensation package relative to internal factors and external markets for substantially similar classifications.

Evergreen also conducted a job-task analysis/job audit of all 766 employee positions to verify and validate information from existing job descriptions. Personal interviews with employees, supervisors, and directors were conducted to determine whether classifications were correctly placed in organizational hierarchy and whether individual positions were classified correctly.

Pay ranges were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs and recommendations were provided to improve the fairness and equity in the current system.



### **Compensation and Classification Study Alachua County, Florida**

Evergreen Solutions was engaged with Alachua County to conduct a Compensation and Classification Study of jobs under the Board of County Commissioners, the Sheriff, Tax Collector, Property Appraiser, Supervisor of Elections, and the Library District. Specifically, the County desired the following services to be performed by Evergreen:

- develop and administer a job analysis questionnaire for the purpose of having employees state their job duties and qualifications including education, experience, licenses and certificates; working conditions (physical and environmental) and all other pertinent information;
- prepare and present to the Board of County Commissioners a report documenting the results of the job analysis by classification and recommendations concerning a classification structure and pay adjustments;
- allocate each employee with regard to the new classification structure;



- identify benchmark classifications to be used to determine appropriate markets for salary survey purposes, as well as to determine the position of the county with regard to salaries for comparable jobs in appropriate markets;
- administer a salary survey for the purpose of recommending appropriate salaries based on external (market) and internal (equity) considerations;
- recommend a salary structure, including the number of pay grades, and pay ranges;
- recommend salaries for each classification, as well as recommended salaries for each employee;
- provide a classification maintenance plan;
- provide guidelines and procedures for administering the resulting classification plan to include the following: Initial placement in the salary range and means for movement through the range; and
- train HR and departmental staff on the methodology and maintenance of the recommended classification and pay plan.



#### **Compensation and Benefits Study Seminole County, Florida**

The Evergreen Solutions Team was hired by Seminole County to assist with a county-wide Compensation and Benefits Study. The study included employees who served in various capacities for the Board of County Commissioners. As part of the review, orientation sessions, focus groups, and interviews were conducted throughout the county. All employees were asked to complete the Job Assessment Tool (JAT) and job analysis was conducted with the results in order to create a classification plan. A salary survey was issued to local and regional employers to assess competitiveness. Based on the classification and compensation findings, a new pay plan as well as policies and procedures were recommended to the County.

**Note:** Evergreen also conducted two other projects for Seminole County (i.e., Compensation and Classification Study and a Performance Evaluation Study).



**Compensation Study  
Lake County, Florida**

Evergreen Solutions was retained by Lake County to conduct and furnish a comprehensive compensation survey for Lake County government itself, and for select positions at Lake Emergency Medical Services, Inc. Evergreen made recommendations for improvements and modifications to the current compensation and overall pay structure, including number of pay grades, and appropriate pay ranges (minimum, maximum, percentage between grades, etc.). The recommendations also included appropriate salary ranges and midpoints for each job classification and recommendations for ranges that lagged, matched, or led the relevant labor market. Evergreen surveyed the relevant labor market for merit pay practices being used and recommended pay administration practices to include consideration of merit pay, alternative reward strategies, including non-monetary rewards and cost savings/efficiency incentives as may be suitable.

**Compensation Study  
Osceola County, Florida**

Evergreen Solutions was retained by Osceola County to review its compensation system and structure for areas of improvement. The Evergreen team examined current pay plan's organization, market responsiveness, and adaptability. A detailed report was prepared to that summarized findings and recommendations for improvement.

**Compensation and Classification Study Services  
Monroe County, Florida**

Evergreen was retained by Monroe County to conduct a Compensation and Classification Study for 265 non-union employees in 178 classifications as well as 124 union employees in 46 classifications who are represented by the Teamsters bargaining unit. Employees participated in focus groups, interviews, and a job analysis to determine the best classifications for the work performed. Evergreen's consultants compared the County's positions to other similar positions within other County departments to determine the relative value of each position to every other position in the County. Comparisons were made with regard to the actual work being performed and based on the current job description. In addition, positions were compared to other similar positions in other private and public sector organizations throughout the Florida Keys and South Florida. Characteristics such as size of the organization, geographic proximity, economic and budget characteristics, and other appropriate demographic data were taken into consideration when making comparisons. Evergreen's consultants analyzed pay ranges





in the public and private sector to determine the appropriate pay and benefit levels for all included jobs.

Recommendations were provided to improve fairness and equity of all jobs within the County. Select County staff were provided the necessary training and materials so that an understanding of the methodology and how to implement, administer, and maintain the recommended total classification and compensation system could be accomplished.

**Note:** Evergreen was again hired by Monroe County in September of 2016 to implement a minimum Living Wage of \$31,200 year/\$15.00 an hour (This will include determination of issues that may arise with supervisory duties or compression of positions; what needs to be done to fix those issues; cost for County implementation with variable options; and publication of analysis). This project is nearing completion.



#### **Salary Study Highlands County, Florida**

Evergreen Solutions was retained by Highlands County to conduct a Salary Study for its workforce. The primary goal of the study was to ensure that the County maintained a sound process that provided a classification and pay structure that was fair, equitable, and systematic with a compensation plan that was comparable with other governmental jurisdictions as well as the private sector. The County desired a pay program that was fair, equitable, and competitive with both public and private employers in the surrounding geographic market area from which the County recruited, and was supportive of the County's compensation philosophy to be competitive with area markets in order to attract, motivate, and retain quality employees.

Evergreen's consultants evaluated current pay grades (i.e., number of pay grades, including additions, deletions, and/or consolidations) and recommended a strategy for improvements. Evergreen further developed a classification system that facilitated ongoing compensation analysis and reporting and was based on similarly-situated employees, similar skills, qualifications, responsibilities, and pay, using job family groupings and EEO job categories that comported with EEOC guidelines for government employers. Evergreen reviewed position titles (including supervisory/management) and recommended a titling structure which defined consistent levels of responsibility across the County.



### **Compensation and Benefits Study Forsyth County, Georgia**

Evergreen Solutions was hired by Forsyth County to conduct a Compensation and Benefits Survey for the various departments/offices of the County. The objective of the survey was to provide Forsyth County Government a competitive position with other comparable government entities and private employers within the same geographic area to attract and retain qualified employees. Evergreen's consultants reviewed the current compensation plan and salary grade levels to understand the current challenges facing the County in recruiting and retaining employees. Evergreen surveyed comparable labor markets competing with the County for labor in the greater metro Atlanta labor market and comparable public organizations. The survey was designed to capture not only base salary information but comprehensive benefits information (inclusive of: deferred compensation; leave plans; employer paid medical, dental, vision, disability insurance, life insurance) to ensure that the County was competitive with other public organizations in the greater metro Atlanta labor market in its total compensation package.

In the end, Evergreen prepared a final report of findings with written recommendations regarding specific classifications, salary market adjustments, and preferred benefit package and recommended necessary salary range changes for the County's job classifications.



### **Classification and Compensation Study Lumpkin County, Georgia**

Evergreen Solutions was engaged with Lumpkin County to conduct a comprehensive classification and compensation study of its workforce which assisted the County in updating its current classification plan, revising salary administration guidelines, and developing a strategy to increase employees' pay to a competitive level that would align with the results of the study.

Evergreen provided recommendations to the overall classification, compensation, and performance plan that provided internal equity and would be competitive in the marketplace to attract and retain qualified employees. Evergreen provided options on ways to keep the pay structure current in future years in order to avoid compression and provided the necessary training for the implementation of the new salary schedules and plans. Evergreen provided the County with multiple pay scales for both part- and fulltime employees, including pay scales for employees of the Sheriff's Office and Emergency Services.



### **Classification and Compensation Study City of Douglasville, Georgia**

Evergreen Solutions was retained by the City of Douglasville to conduct a Classification and Compensation Study and Analysis of its workforce consisting of 225 full-time employees in approximately 96 job titles.

Evergreen performed the following tasks:

- Evaluated the City's present salary structure as compared to the relevant job market for comparable positions in both the private and public sectors.
- Reviewed all current job descriptions and analyzed same for knowledge, skills, abilities, education and experience relevance and internal consistency, job definitions and summaries, distinguishing characteristics, supervision received and exercised, conformity with the ADA relative to essential job functions (including physical demands); and special requirements including licensing and certifications.
- Reviewed the City's current Position Classification and Wage Administration Plans and provided recommendations for enhancement and specific guidelines for requests pertaining to the following: creating new positions, salary adjustments and reclassifications, retroactive pay, compensation for additional duties (temporary and permanent assignments) and internal equity adjustments.
- Analyzed all existing job family classifications, pay grades and salary ranges and recommended modifications as necessary.
- Analyzed all existing FLSA classifications and recommended modifications as necessary.
- Identified potential pay compression issues and provided alternative solutions.



### **Compensation Analysis City of Alpharetta, Georgia**

Evergreen Solutions was engaged with the City of Alpharetta to conduct a competitive compensation analysis. The purpose and intent of the study was to compare and contrast the City's current wage and benefit structure and levels with those of key competing employers—both public and private. The analysis was based upon job descriptions and/or duties performed rather than upon job titles in order to ensure accurate comparisons and to consider all aspects of the City's compensation package. At the time of this study, the City of Alpharetta employed 414



full-time and five part-time positions, excluding senior management and elected officials, defined across 132 position descriptions. The base salary ranges for these positions were divided among eight pay grades.

The primary goals of this project were to: determine the City's competitive position within the marketplace in terms of its overall compensation package; determine the relative value and competitive positioning of each compensation/benefit area; and identify any weaknesses within the components of the City's existing compensation package that may negatively impact the organization's ability to attract and retain talented employees.



#### **Classification and Compensation Study County of Culpeper, Virginia**

Culpeper County retained Evergreen Solutions to assist with a comprehensive classification and compensation study of all its employees. Evergreen's consultants conducted a job analysis through desk audits, interviews, and focus groups. A more detailed analysis was performed on clerical and law enforcement staff. A salary and benefits survey was issued to peers to assess the County's current market position. Recommendations were made for all employees to address job and compensation changes.



#### **Classification and Compensation Study Gloucester County, Virginia**

Evergreen Solutions was retained by Gloucester County to conduct a detailed compensation and classification analysis of its non-faculty employees. Employees participated in focus groups, interviews, and job analysis to determine the best classifications for the work performed. Pay ranges were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs. Recommendations were provided to improve the fairness and equity.



#### **Salary Plan Review City of Suffolk, Virginia**

Evergreen Solutions was retained by the City of Suffolk to review the Compensation and Classification Study Final Report completed in 2009 by another firm. The goal of this review was to assess the applicability of recommendations since the study's completion, with an emphasis on reviewing:

- Phase 3 recommendations and applicability given time since completion of study;



- salaries of employees included in the 2009 study and those not included in the 2009 study (~300 employees hired after study completion) to assess internal equity;
- title changes recommended; and
- the City's Compensation Philosophy.

In the end, Evergreen provided a final report that included: a comparison of current market compensation data (obtained primarily from TechNet database) to City compensation data; recommendation for placement of all employee salaries for both employees included and not included in the 2009 study; a recommended pay plan/salary schedule; and a recommendation to address compression caused by Phase in approach across all employee groups, including police and fire. **Note:** Evergreen was previously hired by the City of Suffolk to conduct a Compensation and Classification Study.



#### **Salary and Benefits Review, and Analysis City of Hyattsville, Maryland**

Evergreen Solutions was hired by the City of Hyattsville to conduct a Salary and Benefits Review and Analysis of all classifications. The process included a comprehensive review of market compensation averages using a detailed duties-based salary survey approach as well as a comprehensive benefits survey. Market position was determined, a compensation philosophy was developed and strategic positioning recommendations were made with the goal of providing the City a more equitable compensation model.



#### **Classification and Compensation Plan Review City of Annapolis, Maryland**

Evergreen Solutions is engaged with the City of Annapolis to conduct a Classification and Compensation Plan Review. The primary objectives of the study are to: review and revise the current classification system; review and revise job descriptions; determine relevant competitive markets by conducting a salary survey of selected peer organizations; propose guidelines for an improved or new compensation program; and provide recommendations to keep the current pay structure competitive.



### **Salary Equity Study Guilford County, North Carolina**

Evergreen Solutions was retained by Guilford County to assess pay equity based on race and gender for all County employees. Evergreen's consultants performed a review of approximately 1,500 plus positions for internal salary equity. This was accomplished by reviewing the incumbent's related education and experience prior to County employment and related experience gained with the County. Evergreen's consultants also reviewed job descriptions, in conjunction with County Staff, to ensure that content and titles were current, accurate and were consistent with FLSA, EEO and ADA considerations. At the conclusion of the study, Evergreen made recommendations by individual position/employee for internal salary equity pay adjustments and provided an analysis that included a statistical treatment of pay placement and progression.



### **Comprehensive Position Classification and Compensation Study Gaston County, North Carolina**

Evergreen Solutions is engaged with Gaston County to conduct a Comprehensive Position Classification and Compensation Study for its employees (1,410 full-time, 46 part-time, and 143 temporary). The primary objective of the study is to implement a fair, consistent, competitive, equitable, and legally defensible classification and compensation system that allows the County to attract, reward and retain qualified individuals. To accomplish this, Evergreen's consultants will perform a comprehensive review of the County's classification and compensation system which includes conducting an internal equity analysis of employee salaries.

Evergreen will provide recommendations to create a system that not only aligns with the State of North Carolina's substantially equivalency requirement, but allows for flexibility so as not to inhibit those departments that are not required to have this alignment. **Note:** This project is nearing completion.



### **Classification and Compensation Study City of Lancaster, South Carolina**

Evergreen Solutions was retained by City of Lancaster, SC to conduct a detailed compensation and classification analysis of its employees. Employees participated in focus groups, interviews, and job analysis to determine the best classifications for the work performed. In addition, pay ranges were analyzed in the public and private sector to determine the appropriate pay levels for all included jobs. Recommendations were provided to improve the fairness and equity.





**Salary Parity Study / Structural and Compensation Systems Study  
Charleston County, South Carolina**

In 2005-06, Charleston County conducted a Classification and Compensation Review using another consulting firm. Then in 2007, Evergreen Solutions was hired by the County to review the results and verify the recommendations that accompanied the study. The primary issue examined by Evergreen was the internal equity relationships present within the County's pay plan. The Evergreen Team administered a job analysis tool to County employees that helped determine job worth and verify internal equity relationships as they relate to compensation. Although the study's primary emphasis was ensuring that internal equity relationships were proper, the study also ensured that employees were paid consistently with the market. Evergreen provided detailed recommendations for adjusting the County's pay and classification structure and developed an implementation plan complete with costing information.

**Note:** Evergreen was again hired in the latter part of 2012 to conduct a Structural and Compensation Systems Study. The Evergreen Team worked with elected official and employee committee throughout the process. Our phases included employee outreach, best practice research, and consensus building to recommend a 21<sup>st</sup> Century approach to compensation and classification management.

**Classification and Compensation Study  
Berkeley County, South Carolina**

Evergreen Solutions is retained by Berkeley County to conduct a Classification and Compensation Study. Evergreen's consultants will review the County's current classification and compensation plan and will recommend a consistent and competitive market position that the County can maintain based on a salary survey results from peer organizations. Evergreen will recommend an appropriate salary range for each position in the County based on a review and analysis of the classification plan, the compensation survey results, internal relationships, and external and internal equity. Evergreen will provide recommendations for the ongoing internal administration and maintenance of the proposed compensation and classification plan. **Note:** This project is nearing completion.

**Classification and Compensation Study  
Sedgwick County, Kansas**

Evergreen Solutions was retained by Sedgwick County to conduct classification and compensation study for approximately 2,766 employees. Employees participated in focus groups, interviews, and job analysis to determine the best classifications for the work performed. Classifications were reviewed, as needed, and FLSA determinations were



made. Evergreen consultants reviewed pay policies and practices and pay ranges in the public and private sector were analyzed to determine the appropriate pay levels for all included jobs.

Recommendations were provided to improve the fairness and equity within the County and a plan was provided to address maintenance of implemented changes to the County's classification and compensation system. In addition, Evergreen provided County staff with the necessary training and materials so that an understanding of the methodology and how to implement, administer, and maintain the recommended total classification and compensation system would be accomplished.



#### **Classification and Compensation Study St. Charles County, Missouri**

Evergreen Solutions was engaged with the St. Charles County Government to conduct a Classification and Compensation Study. The primary purpose of the study was to assist the County in the evaluation of its overall employee compensation and pay structure as compared to the market; to perform a job audit and analysis for each full-time position to determine appropriate classification; and to update/develop job descriptions in a standardized format that is ADA and FLSA compliant.

At the conclusion of the study, Evergreen provided a recommended job evaluation plan that will allow the County to evaluate positions every two years as well as provided an administration manual with plan maintenance procedures and a summary document that could be used to communicate the compensation system change to current and future employees.



#### **Classification and Compensation Study City of Seguin, Texas**

Evergreen Solutions was hired to assist the City of Seguin in designing and implementing a comprehensive classification and compensation plan for its workforce of 330 full-time employees. The scope of the project included two major components: (1) working with a City management team to revise the existing pay plan and structures; and (2) evaluating current salary structure and compensation levels for all regular, classified positions and recommending appropriate adjustments.

Specifically, Evergreen's consultants reviewed the City's current classification/compensation plan; surveyed management and identified problem areas regarding the classification and compensation system; conducted a salary survey to ensure external equity; reviewed current policies and procedures; reviewed salary structure to determine



appropriateness; and provided technical assistance and trained City staff to facilitate the implementation and the maintenance of the recommended system and procedures.



#### **A Classification and Compensation Pay Plan City of Amarillo, Texas**

Evergreen Solutions was engaged with the City of Amarillo to develop a Classification and Compensation Pay Plan. Evergreen's consultants: reviewed the City's existing classification/compensation system; worked with the City's Human Resources Director and staff to identify a market position for the City; gathered necessary information through the use of questionnaires, job audits, some personal interviews; discussed and determined the appropriate labor market for the compensation survey; analyzed existing internal hierarchy based on job relationships and proposed implementation methods to correct any identified specific problems; developed a pay plan identifying specific parameters; and reviewed and assigned all positions to an appropriate pay grade.

In the end, Evergreen recommended implementation strategies including calculating the cost of implementing the study and provided the Human Resources staff with training to maintain and revise the system, as needed.



#### **Employee Compensation Consulting Services Ft. Bend County, Texas**

Evergreen was retained by Fort Bend County to provide employee compensation consulting services. Evergreen conducted the following tasks:

- reviewed current compensation plan including policy groups and salary structures;
- conducted Fair Labor Standards Act (FLSA) exempt/non-exempt status review of all positions;
- analyzed internal equity and possible compression issues;
- completed salary survey of City and County governments in the State of Texas as designated by the County;
- designed and executed a salary survey, analyzed results and made recommendations; and
- evaluated and determined each employee's proper step placement on the newly approved salary grade structure.



### **Classification Study and Compensation Survey City of Page, Arizona**

Evergreen Solutions was engaged with the City of Page to conduct a Classification Study and a Compensation Survey for all employees. As part of the study, Evergreen conducted orientation sessions, focus groups, and interviews. Employees completed a Job Assessment Tool (JAT) in order to analyze job duties and revise the current classification structure. A salary and benefits survey was issued to local and regional employers to assess market competitiveness. Based on the findings from the classification and compensation review, a new pay plan as well as policies and procedures was recommended to the City.



### **Compensation Study Town of Sahuarita, Arizona**

Evergreen Solutions was hired by the Town of Sahuarita to conduct a Compensation Study that is in alignment with the Town's Strategic Management Plan. Evergreen assisted the Town in developing a highly competitive pay philosophy to recruit and retain quality professional staff and surveyed the market to identify proper pay ranges in the public and private sector for similar classifications.



### **Salary and Benefits Study City of Carlsbad, New Mexico**

Evergreen Solutions was retained by the City of Carlsbad to conduct a Salary and Benefits Survey. The study included the evaluation of 50 union positions as benchmarks against the private and public labor market in the State of New Mexico, and making recommendations to improve competitiveness in alignment with the City's strategic goals. Evergreen used private sector data from ERI for data that was unavailable from selected targets using a custom salary survey. In addition, Evergreen collected average actual salary data for the benchmarked positions. Evergreen's recommendations improved the competitiveness of the City and helped prepare the City for future recruitment challenges.



### 1.3 What Our Clients Are Saying

The following quotes have been taken from some of our public sector clients as they relate to the human resource work we have performed.

*"Evergreen maintained frequent interaction and was very accessible."*

*"The draft and final products were excellent and staff was flexible on input and feedback."*

*"Evergreen completed the project within our timeframe."*

**Margie Moale, Human Resources Director  
City of Plantation, FL**

*"Evergreen exceeded our expectations."*

**Dale Pazdra, Director of Human Resources  
City of Coral Springs, FL**

*"Evergreen's Project Director was very accessible."*

**Jerry Haines, Human Resources Manager  
Hernando County, FL**

*"Evergreen's Project Director was extremely accessible and very responsive."*

**Robin Hudson, Director of Human Resources  
St. Johns River Water Management District, FL**

*"Evergreen's Project Director was extremely accommodating. We were very satisfied."*

**Teresa Aguiar, Employee Services Director  
Monroe County, FL**

*"Evergreen was very responsive to questions by staff and Board committee members."*

*"We would definitely contact Evergreen Solutions for any future studies of this nature as part of any future requests for proposals."*

**Janey Stuart, Director of Finance and Human Resources  
Florida Board of Bar Examiners**

*"Evergreen was very competent, highly professional, and easy to work with."*

**Dale Garcia, Former Human Resources Director (Retired)  
Manatee County, FL**

*"Excellent interaction, responsive, and accessible throughout the project."*

**Sheryl Stewart, Human Resources Administrator  
City of Palm Beach Gardens, FL**



*"Final product was outstanding."*

**Randy Swing, President  
Association for Institutional Research, FL**

*"I would rate the professionalism of staff very high."*

**Stacie Mason, Human Resources Director  
City of Sarasota, FL**

*"Very timely responses."*

*"Very good people to work with."*

**Kim Cherbano, Human Resources Director  
Town of Ponce Inlet, FL**

*"Evergreen is very easy to work with."*

**Lana Bruce, Manager, Workforce Planning  
Sarasota County, FL**

*"Evergreen staff was very knowledgeable and their presentation was very professional before the Board of County Commissioners."*

**Durwood Bell, HR Position Management Consultant  
Guilford County, NC**

*"The Evergreen Team was awesome in their service of the contract."*

*"The Project Director's style was one that listens and understands, but also one who is an expert in compensation and classification issues in local government."*

*"The Evergreen Team was on time, accurate, and consistent with our organization's goals. When faced with questions or challenges, the Evergreen Team was quick to offer suggestions and viable ideas for addressing them successfully."*

**Nancy Olivo, Director of Human Resources  
City of Suffolk, VA**

*"Evergreen was able to respond to all questions in a timely manner."*

**Pam Smith, Human Resources Director  
Essex County, VA**

*"Evergreen's staff were highly professional and competent."*

**Richard Brown, Personnel Administrator  
Richland County Library, SC**





*"Evergreen's staff were highly professional and competent."*

**Jan Coulter, Director, Human Resources Division  
Charleston County Park and Recreation Commission, SC**

*"Very impressed with the Project Team"*

**Meghan Kelly, Personnel Officer  
Town of Mt. Pleasant, SC**

*"Evergreen's staff were very professional and prompt with responses."*

**Kim Pendergraff, CPM  
Texas City Management Association**

*"Everyone I was in contact with was extremely professional."*

*"Evergreen's Project Director responded to requests promptly and made every effort to work with the City's requests."*

**Judy Garza, Human Resources Manager  
City of Fate, TX**

*"I consider the staff to be very professional and highly competent."*

*"We were very pleased with the final presentation to the City Council. Information was presented in a concise and accurate manner."*

**Nona Vogel, Assistant Director of Human Resources  
City of Seguin, TX**

*"Implemented all of Evergreen's suggestions."*

**Pat Carson, Personnel Services Director  
Forsyth County, GA**

*"Very Happy... Will Definitely use Evergreen Again!"*

**Jim Harner, Director of Human Resources  
City of Roswell, GA**



## *Section 2*

### *Experience*



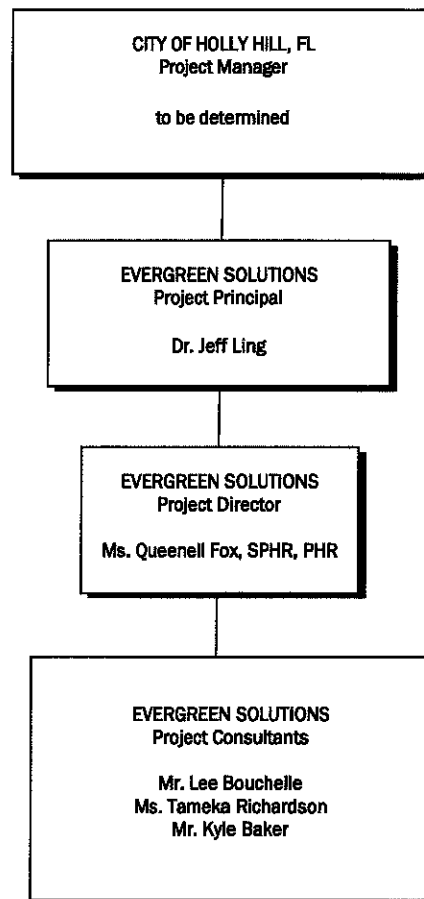
## 2.0 Experience

In this section we provide you with the qualifications of our proposed project team. Detailed resumes are available upon request.

### 2.1 Proposed Project Team

#### Exhibit 2-1 Proposed Project Management Organization and Personnel Assignments

**Exhibit 2-1** shows our proposed project management organization and personnel assignments. The structure has been designed to clearly define the roles and responsibilities of each part of the Compensation and Classification Study so that there will be no confusion as to who is responsible for any aspect of this engagement.



**City of Holly Hill Project Manager.** With each project engagement, we work with the client to identify one specific point of contact to serve as a Project Manager. The City's Project Manager will be our reference point throughout the engagement. We will take project direction, leadership, and guidance from the City's Project Manager and all project deliverables will be filtered through the City's Project Manager throughout the duration of the project.



**Evergreen Solutions Project Principal.** Our Project Principal will have ultimate accountability for the success of this project. Evergreen Solutions' Project Principal is always a senior leader in our firm, most often a Vice President or higher. The Project Principal will have contractual authority over the contract, and will be our top level of project responsibility.

**Evergreen Solutions Project Director.** Evergreen designates a Project Director for each HR consulting project. The Project Director will work with the Project Principal regarding the scheduling of the project with the City's Project Manager. The Project Director will have the most frequent contact with the City and will assign project activities to the Project Consultants, and will ensure that deliverables are met within specified timelines.

**Evergreen Solutions Project Consultants.** Our Project Consultants are a team of consultants who have worked together on numerous projects, and who will provide consulting and analytical work on all project activities. The Project Consultants will conduct orientation and focus groups, distribute and collect the data for the salary survey, review and revise job descriptions, and prepare draft materials for the Project Principal and Project Director to review.

Consultant Team Members must be thoroughly knowledgeable in the portion of the project they are responsible for, as well as have expertise in the issues that are unique to each individual client. Evergreen is proposing an exceptional team of consultants who have worked together on many similar projects. Evergreen Solutions always makes sure each project is sufficiently staffed to handle any additional tasks or unforeseen issues that may arise during the course of the study. The combination of our individual knowledge and skills form a superior team who will be able to competently perform all of the pieces of the Compensation and Classification Study for the City of Holly Hill.

## 2.2 Key Staff

The following paragraphs provide summaries of each team member's qualifications and experience related to his/her role in this engagement. Detailed resumes are available upon request.

### Project Principal Dr. Jeff Ling, CCP

Dr. Ling is Executive Vice-President of Evergreen Solutions and has been with the firm since its inception. He is a Certified Compensation Professional (CCP) with more than 25 years of consulting experience in the following areas: human resources; performance improvement; process analysis; strategic planning; statistical analysis; research methodology; data management; surveys and polling; technology analysis; change management; and risk analysis.

Dr. Ling has planned, organized, and managed studies on human resources assessment, survey analysis, government efficiency, technology planning, information utilization, public opinion, market expansion, and privatization. Each of these studies dealt with summarizing major alternatives for decision makers and providing viable recommendations. He has consulting experience in public sector evaluation, research management, efficiency analysis, survey analysis, statistical modeling, and technology planning.



Dr. Ling has worked with a multitude of clients in the capacity of Project Principal. He has worked on hundreds of engagements across the nation and includes work in state and local governments, school districts, institutions of higher education, quasi-governmental agencies, and private industry.

Dr. Ling has been instrumental in creating, reviewing, and evaluating the methodology employed by Evergreen Solutions on all human resource engagements. His background and skill set make him uniquely qualified for assessing organizational critical needs and strategy. He is also an expert in policy development and long-term planning.

A sample of the types of studies Dr. Ling has been involved with include:

- **Classification/Compensation** – He developed the methodology and techniques for organizations to employee for successful data collection and implementation based on internal and external equity needs. He has been the Project Principal for numerous projects related to compensation and/or classification. Some of the public sector clients that he has worked with, or is currently on contract to work with, include: City of Ft. Myers, FL; City of Daytona Beach, FL; City of St. Petersburg, FL; City of Dunedin, FL; City of Cocoa, FL; City of Ocala, FL; City of Kissimmee, FL; City of Bartow, FL; City of Sebring, FL; City of Palm Beach Gardens, FL; City of Winter Park, FL; City of Lake City, FL; City of Panama City, FL; City of St. Cloud, FL; City of Clermont, FL; City of Hollywood, FL; City of Sunrise, FL; City of Coral Springs, FL; City of Orange City, FL; City of Key West, FL; City of Bushnell, FL; City of Sarasota, FL; City of Tamarac, FL; Town of Jupiter, FL; Town of Cutler Bay, FL; Town of Davie, FL; Miami Shores Village, FL; Village of Pinecrest, FL; Village of North Palm Beach, FL; Manatee County, FL; Charlotte County, FL; Monroe County, FL; Osceola County, FL; Highlands County, FL; Miami-Dade County, FL; Seminole County, FL; Hernando County, FL; Sarasota County, FL; Forsyth County, GA; Lumpkin County, GA; City of Kingsland, GA; City of Alpharetta, GA; City of Douglasville, GA; City of Roswell, GA; City of Brookhaven, GA; City of Savannah, GA; Sedgwick County, KS; City of Kalamazoo, MI; City of Bloomington, IN; City of Branson, MO; City of Lee's Summit, MO; Jefferson County, MO; St. Charles County, MO; City of Pittsburg, PA; County of Allegheny, PA; Mahoning County, OH; Blount County, TN; City of Austin, TX; City of Pearland, TX; City of Sunset Valley, TX; City of Rowlett, TX; City of Seguin, TX; Denton County, TX; Travis County, TX; Ft. Bend County, TX; City of Santa Fe, NM; City of Carlsbad, NM; City of Page, AZ; Town of Sahuarita, AZ; Gloucester County, VA; Essex County, VA; County of Culpeper, VA; Isle of Wight County, VA; City of Fredericksburg, VA; City of Williamsburg, VA; City of Suffolk, VA; Spotsylvania County, VA; Loudoun County, VA; King George County, VA; Gaston County, NC; Guilford County, NC; Berkeley County, SC; Charleston County, SC; City of Columbia, SC; City of Lancaster, SC; City of Mauldin, SC; City of Chester, SC; Town of Mount Pleasant, SC; Town of Hilton Head Island, SC; Town of Moncks Corner, SC; Tri-County Council for Southern Maryland; Allegany County, MD; City of Annapolis, MD; City of Hyattsville, MD; and many others.



- **Performance Evaluation** – He has provided the framework for many organizations transitioning into goal based performance evaluation systems or fully functional merit-based pay structures. He understands the importance of a well stratified, objective based review process and has been instrumental in assisting a number of large organizations transition from traditional systems into merit-based pay structures with minimal transitional costs and interruption. Some of the public organizations he has provided these services to include, but are not limited to, the following: City of Cape Coral, FL; City of Hollywood, FL; Seminole County, FL; Manatee County, FL; Brunswick County, NC; City of Lee's Summit, MO; and City of Mont Belvieu, TX.
- **Market Research** – He provided the basis for which market research was collected, analyzed, and review. He ensured that data collection procedures and methods were statistically reliable using his knowledge of statistics and overall market research.
- **Policy Development** – He has a thorough and firm understanding of policy development and has assisted many clients with implementing tailored policies and practices that reflect best practices.

Dr. Ling holds a Doctorate's Degree from Florida State University in Political Science and has taught courses addressing research methodology, statistical analysis, technological innovations, and political economy at various universities.

**Project Director  
Ms. Queenell Fox,  
SPHR, PHR**

Ms. Fox is a Manager with Evergreen. She is an executive human resources professional with a proven track record of success in achieving organizational objectives by utilizing strategic HR initiatives to meet organizational needs. She has demonstrated strong communications, interpersonal relations, coaching, counseling and conflict resolution skills and a thorough knowledge of employment laws, regulations and HR best practices. Her expertise falls into the following HR areas: organizational development and change; classification and compensation; employee relations; recruitment and retention; benefits administration/negotiations; union/civil service and labor relations; policy creation/implementation; succession planning; training and professional development; performance management; budget administration; and HRIS management and leadership.

Prior to Evergreen, Ms. Fox was the Director of Human Resources for the City of League City in Texas where she was a trusted member and advisor to the City's Executive Team, Mayor and City Council and employees which resulted in substantial, positive organizational changes to the City by developing, implementing, promoting, and sustaining a culture of continuous improvement, high professional ethics, collaboration, compliance, and commitment. As the Director of HR for the City, she accomplished the following:





- revised and updated employee handbook to ensure current laws and best practices were incorporated and to ensure legal compliance and best practices were in place for a growing City;
- restructured hiring and recruiting processes to ensure updated job descriptions, salary analysis and department's budget allocations were in place prior job vacancy recruiting;
- streamlined and organized scanning of personnel files and documents into the document storage system, Laserfische;
- forged a trusted and collaborative working relationship with Chief and Assistant Chief of Police and other members of the department to revise and update Local Rules, successful mediations and ongoing efforts to bring about positive change to the department;
- established a great working relationship with long tenured managers and to find resolutions to staffing and employee relations challenges;
- revamped and modified annual evaluation system to ensure ongoing performance conversations, corrective actions or accolades take place all year long to support effective performance reviews; and
- negotiated benefits and windstorm and hail consulting contracts that provided the City with better coverage and a reduced cost in premiums.

From 2008 to 2013, Ms. Fox was a Chief Personnel Resource Management Officer for the Florida Department of Management Services (DMS). In this capacity, she served as the organization's top human resources manager responsible for guiding and leading the human resources services, policies, and programs for the organization. Services included: Employee Relations, Classification & Pay; Organizational Development and Realignment; Succession Planning, Recruitment and Staffing; Benefits Administration; Development and Training; Federal and State Compliance; Policy Development and Legislative Rule Interpretation, HRIS, Human Resources Strategic and Tactical Plans; Workforce Planning; Internal and External Customer Relations, and Budget.

Prior to working with DMS, Ms. Fox served as the Director of Human Resources for the FSU Foundation, Inc., from 1996 to 2008. While there, she administered and maintained a comprehensive human resources program that included the day-to-day administration and the development of personnel policies and procedures. She developed long- and short-term strategic goals to ensure challenges and opportunities of the origination were met and she managed department personnel and budget to assure goals and objectives were achieved. She also collaborated with all levels of management and external customers to develop creative initiatives designed to enhance recruitment, development and retention of a quality work force and resolved employee relations issues. She routinely mentored, and



approved managers' disciplinary actions and involuntary terminations to ensure equity and compliance.

Recent public sector projects that Ms. Fox has directed or served on the Evergreen Team include: a Job Classification and Compensation Study for Escambia County, FL; a Salary and Benefits Study for the Seacoast Utility Authority, FL; a Classification and Compensation Study for the Sarasota Bay Estuary Program, FL; Implementation of a Living Wage for Monroe County, FL; a Compensation Analysis for the City of Orange City, FL; an Efficiency Study of the Clerk's Office for the City of Pensacola, FL; Employee Compensation and Classification Study for Mahoning County, OH; a Classification and Compensation Study for the City of Gonzales, TX; Classification/Compensation Plan Update (Included Review of Performance Appraisal System) for the City of Temple, TX; and a Job Classification and Compensation Study for the City of Salem, OR;.

Ms. Fox has a Bachelor's Degree in Human Resource Management and MBA coursework from Columbia University. She is a certified Senior Professional in Human Resources (SPHR), Senior Certified Professional with the Society for Human Resources Management (SHRM-SCP) and as a Senior Certified Professional with the International Public Management Association (IPMA-SCP). She is also a certified Professional in Human Resource Management (PHR).

**Project Consultant  
Mr. Lee Bouchelle**

Mr. Bouchelle is a Consultant at Evergreen Solutions. He has a strong background in Applied Labor Economics and quantitative analysis, which provides him with the ability to provide knowledge on a variety of public sector Human Resource studies. His research and data analysis skills at Evergreen have focused on human resource analysis, such as studying the internal equity of employee compensation and classification for public sector clients as well as comparing client practices to peers in the labor market. He is proficient in a variety of qualitative and quantitative tools necessary to complete the studies.

Recent public sector projects for Evergreen in which Mr. Bouchelle has been involved include: Compensation Consulting Services for the Town of Longboat Key, FL; a Compensation and Classification Study for Alachua County, FL; a Compensation and Job Grading Analysis for the Jacksonville Aviation Authority, FL; FLSA Audits for the Southwest Florida Water Management District; a Classification and Compensation Study for the City of Destin, FL; a Classification and Compensation Study for the City of Delray Beach, FL; a Compensation and Benefits Study for Forsyth County, GA; a Classification and Compensation Study and Analysis for Douglas County, GA; a Classification and Compensation Study for Lumpkin County, GA; and an Employee Classification and Compensation Study for the City of Savannah, GA; Classification and Compensation Plan Review for the City of Annapolis, MD; a Position Classification and Compensation Study for Gaston County, NC; a Pay and Classification for the City of Williamsburg, VA; a Pay and Classification Study for the District 19 Community Services Board, VA; a Classification and Compensation Study for Berkeley County, SC; a Pay and Classification Study for the Town of Moncks Corner, SC; a Compensation Update for the Central Ohio Transit Authority; a Classification and Compensation Study for Jefferson County, MO; a Human Resources Department Assessment for the City of Buda, TX; a Comprehensive Compensation and Classification Study for the City of



Farmers Branch, TX; and a Classification Study and a Compensation Survey for the City of Page, AZ.

Prior to joining Evergreen Solutions, Mr. Bouchelle was a Consultant at ERS Group, where he was involved in the development of large and complex economic and statistical research projects which analyzed the effects of various business practices or economic programs. He also participated in data analytics projects that sought to identify fraud, waste, and abuse in the healthcare industry and state income tax filings. In addition, he prepared OFCCP compliant Affirmative Action Plans, evaluated AAP software for statistical accuracy, and estimated economic damages from various events.

Mr. Bouchelle has a Master's Degree in Resource Economics and a Bachelor's Degree in Political Science/International Relations both from the University of Florida.

**Project Consultant  
Ms. Tameka  
Richardson**

Ms. Richardson is a Senior Analyst at Evergreen Solutions. She has over 15 years of experience providing services to federal, state and local governments and the private sector in performing accounting and procurement comparative analyses. Her experience includes research, auditing, statistical analyses of an organization's accounting and purchasing data and procurement procedures, data collection and assessment. As a result of her extensive work in the area of research and data collection, she is proficient in the preparation of statistical reporting and in the analysis and interpretation of large data sets for various organizations.

Recent public sector projects that Ms. Richardson has been involved with include: a Job Classification and Compensation Study for the City of Sunrise, FL; Classification and Compensation Services for the City of Dunedin, FL; Compensation Consultant Services for the City of Coral Springs, FL; a Compensation Study for the City of Hollywood, FL; a Classification and Compensation Study for the City of Lake City, FL; a Compensation and Classification Study for the City of Cocoa, FL; a Classification and Compensation Study for the City of Ft. Myers, FL; a Classification and Compensation Study for the City of Zephyrhills, FL; a Salary Survey for the City of Holmes Beach, FL; a Compensation Study for Lake County, FL; a Pay and Classification Study for Martin County, FL; a Pay and Classification Study for Gulf County, FL; Compensation and Classification Study Services for Monroe County, FL; a Compensation Analysis for Manatee County, FL; a Compensation and Classification Study for Alachua County, FL; Job Audits for the City of Gainesville, FL; a Classification and Compensation Study for the City of Destin, FL; Human Resource Consulting Services to the City of Orlando, FL; a Classification and Compensation Study for the City of Palm Beach Gardens, FL; FLSA Audits for the Southwest Florida Water Management District, FL; a Compensation and Benefits Study for the City of DeLand, FL; a Comprehensive Pay Plan Study for the City of Plant City, FL; Compensation and Classification Systems Consulting Services for the Collier County Sheriff's Office, FL; a Compensation Survey for



CareerSource Pinellas, FL; a Salary Survey (Compensation Plan Update) for the Town of Ponce Inlet, FL; a Districtwide Job Classification and Compensation Study for the Escambia County School District, FL; a Salary Market Study and Personnel Systems Study for Virginia's Region 2000 Local Government Council; a Classification and Compensation Study and Benefit Survey for Cape Fear Public Utility Authority, NC; a Classification and Compensation Study and Benefits Survey for New Hanover County and New Hanover ABC Board, NC; a Classification and Compensation Study for the Town of Hilton Head Island, SC; a Compensation Survey for the Texas City Management Association; Development of a Classification and Compensation Pay Plan for the City of Amarillo, TX; a Human Resource Department Assessment for the City of Buda, TX; a Comprehensive Compensation and Classification Study for the City of Farmers Branch, TX; a Classification and Compensation Study for Sedgwick County, KS; and a Classification and Compensation Study for San Miguel County, CO.

Ms. Richardson has an MBA and a Bachelor's Degree in Accounting.

**Project Consultant  
Mr. Kyle Baker**

Mr. Baker is a Senior Analyst at Evergreen Solutions. His background has been in the study of labor markets and education policy evaluations using techniques in econometric modeling which allow him to communicate and engage substantively through data and design.

Mr. Baker's role with Evergreen has focused on compensation and classification studies utilizing market data. His primary responsibilities include:

- working closely with project teams and project managers in coordinating salary and benefit survey initiatives;
- evaluating market data from surveys, government agencies, and private sector databases to provide comprehensive reviews of compensation packages; and
- designing clear and concise reports and displays to communicate nuanced results.

Recent public sector projects that Mr. Baker has been involved with include: a Job Classification and Compensation Study for the City of Sunrise, FL; a Classification and Compensation Study for the City of Palm Beach Gardens, FL; a Comprehensive Pay Plan Study for the City of Ormond Beach, FL; a Salary Survey for the City of Kissimmee, FL; a Classification and Compensation Study for the City of Sebring, FL; a Classification and Compensation Study for the City of Zephyrhills, FL; a Classification and Compensation Study for the City of Lake City, FL; a Classification and Compensation Study for the City of Ft. Myers, FL; a Salary Survey for the City of Holmes Beach, FL; a Compensation and Benefits Study for the City of DeLand, FL; a Comprehensive Pay Plan Study for the City of Plant City, FL; a Compensation Study for Lake County, FL; a Salary Survey (Compensation Plan Update) for the Town of Ponce Inlet, FL; a Job Classification and Compensation Study for the City of Salem, OR; a Classification and Compensation Study for San Miguel County, CO; a Compensation Study for the County of York, VA; a



Classification and Compensation for Loudoun County, VA; a Classification and Compensation Plan Update for the City of Temple, TX; a Classification and Compensation Study for the City of Gonzales, TX; a Classification and Compensation Study for the City of Pflugerville, TX; Job Classification, Salary Survey, Compensation Plan Study Services for the City of Duncanville, TX; a Pay and Classification Study for the City of Fredericksburg, TX; and Development of a Classification and Compensation Pay Plan for the City of Amarillo, TX.

Mr. Baker holds a Master of Science in Economics and a Bachelor's Degree in Economics and Political Science with a Minor in Mathematics from Florida State University.



A team of experienced analytical and clerical support staff will contribute to this study, as needed.



## *Section 3*

### *Referrals*





### 3.0 Referrals

As required in the Request for Proposals (RFP), we have provided you with three references that we feel demonstrate the breadth and quality of the work our team has performed within the past three years as it relates to the services being requested by the City of Holly Hill. We invite you to contact our client references as to the quality and timeliness of our consulting projects. Additional references are available upon request.

**Human Resource Consulting Services (Compensation Study)**

**City of Orlando, Florida**

**Project Contact:** Ana Palentuela, Compensation and Benefits Manager, (407) 246-2235,  
[anapalentuela@cityoforlando.net](mailto:anapalentuela@cityoforlando.net)



**Compensation Analysis**

**City of Orange City, Florida**

**Project Contact:** Andy McNeil, HR/Risk Manager, (386) 775-5474,  
[amcneill@ourorangecity.com](mailto:amcneill@ourorangecity.com)



**Salary and Benefits Study**

**Town of Ponce Inlet, Florida**

**Project Contact:** Kim Cherbano, Human Resources Director, (386) 236-2152,  
[kcherbano@ponce-inlet.org](mailto:kcherbano@ponce-inlet.org)



## *Section 4*

### *Fees*



## 4.0 Fees

Evergreen Solutions, LLC is pleased to present our proposed fees to conduct a Compensation and Classification Study for the City of Holly Hill. Evergreen Solutions is committed to providing the highest quality consulting services to our client partners for a reasonable price. Evergreen Solutions is fortunate that our overhead is minimal and our expenses are reasonable so we can pass that cost savings on to our clients.

Our total, not-to-exceed, fixed fee to conduct this study as outlined in our detailed work plan in **Section 5** of our proposal is **\$28,500**. This fee is all inclusive, and includes travel costs, fringe benefits, indirect costs (overhead), and all other out-of-pocket expenses.

As required in the Request for Proposals, we also provide the following fee to develop and recommend a new or revised performance appraisal form and procedure which will support the new created/revised classification and compensation plan - **\$4,000**.

The following is our preferred invoicing schedule:

- 25% - upon completion of Tasks 1 - 2 of our work plan
- 25% - upon completion of Tasks 3 - 4 of our work plan
- 25% - upon completion of Task 5 - 6 of our work plan
- 25% - upon completion of Tasks 7 - 11 of our work plan

**We are willing to negotiate the time, scope, and cost of the basic tasks, or any other options that the City of Holly Hill wishes to identify.** Evergreen Solutions federal employer identification number is 20-1833438.



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## *Section 5*

### *Methodology and Work Plan*



## 5.0 Methodology and Work Plan

In this section we provide our overall approach and methodology for completing this study; a detailed work plan—identifying the tasks, activities, and milestones necessary to accomplish the deliverables included in the scope of services of the Request for Proposals—and a proposed timeline.

### 5.1 Approach and Methodology

Evergreen Solutions is uniquely qualified to conduct a Compensation and Classification Study for the City of Holly Hill as our team includes recognized experts in local government human resources management and understands that there is not a “one size fits all” solution to compensation management. Our approach is built on working collaboratively with all parties to make sound, implementation-focused recommendations. Specifically, we have developed a methodology that:

- focuses on market competitiveness;
- is based on the organization’s compensation philosophy;
- recognizes that compensation is comprised of more than just base pay levels;
- reflects changes in recent compensation strategies;
- designs custom solutions that take into account the diversity of needs present in the organization and allows you to select the components and options that best meet your overall needs; and
- produces a structure that improves the organization’s ability to recruit, reward, motivate, and retain talent in a competitive environment that includes both public and private sector employers.

We will work closely with the City’s designated Project Manager throughout the process to ensure constant communication of issues, concerns, and potential outcomes. We work closely with your staff to gain a solid understanding of your current operational realities, challenges, and desired outcomes. Moreover, Evergreen Solutions will work with you to balance your need to meet your performance goals while carefully managing the organization’s resources.

Compensation management has undergone significant transformation in the private sector and over time public sector organizations have mirrored these changes. While compensation once centered on the separate administration of base pay and core benefits, a shift has occurred that has transformed compensation management.

Progressive organizations now recognize that to effectively recruit, reward, motivate, and retain employees, compensation management



requires strategic thinking and planning. Compensation management must support an organization's overall strategic direction. To accomplish this, effective organizations design a compensation philosophy that details where an organization wants to be in relation to the market in key areas. These key areas include cash compensation, benefits, and work/life balance. Compensation is thus a reflection of the organization's philosophy.

Evergreen Solutions realizes that we will need to tailor our approach to fit the operating, fiscal, and competitive needs of the organization. Recommendations must always reflect competitive needs while supporting the organization's overall mission.

Listed below is an overview of the typically recommended approach that Evergreen takes when conducting a study of this nature.

#### **Kick Off Meeting**

Evergreen Solutions begins each engagement by meeting with our client's leadership team. Frequently, this initial meeting will accomplish several goals, including:

- finalizing the project work plan;
- identifying milestone and deliverable dates;
- gaining insight into the management structure and approach;
- collecting classification and compensation data;
- identifying additional data needs; and
- developing preliminary schedules for subsequent tasks.

At this time, we will also request a copy of the employee database that reflects current classification and compensation data.

#### **Communication Plan**

Communication is a critical component of any compensation and classification study. Communicating with employees directly and early in the process builds support for the process and the accompanying outcomes. As part of our communication plan, we meet first with key project staff to fully understand the nature and scope of the project. The results of these meetings are then communicated to employees during the project outreach through employee orientation sessions, focus groups, and interviews. Regular updates are provided to the client's Project Manager and can be posted on the client's intranet site, if available and desired. Additionally, the communication plan for the distribution of the end product, particularly how the results will be distributed to employees, is also critical.

#### **Employee Orientation and Focus Groups**

Based on client feedback and a review of best practices, we have designed an orientation curriculum that provides employees insight into the process as well as provides a forum for answering questions and soliciting participation. Following the orientation sessions, we begin the focus group process. Focus groups are used to gain detailed insight into employee perceptions, concerns, and issues. The protocol for the sessions is provided to your project team in advance and refined to meet your needs.





**Department Head Interviews**

We have found that employee orientation sessions and focus groups are critical venues for building employee participation and buy-in. Since they take place at the outset of the project, they are a critical introduction to the project and the question and answer formats allow employees to become engaged in the process. During these sessions, Evergreen Solutions consultants can also help to manage expectations since some employees may have unrealistic expectations based on anecdotal information.

Evergreen Solutions staff conduct one-on-one interviews with department heads and/or senior management (in addition to any other employees the client determines is necessary) to identify challenges for consideration. These interviews will allow our staff to add details to our understanding of the organization and its needs. They also allow our consultants the opportunity to better understand the organizational structure of each department as well as the unique recruiting and retention issues that may be present in each department. Frequently, department directors and senior management serve as invaluable resources in explaining how internal equity relationships have evolved over time and explaining the nuances between the differences in jobs.

**Job Assessment Tool and Management Issue Tool**

Another important activity undertaken at this time is the distribution of Evergreen Solutions' Job Assessment Tool© (JAT). These questionnaires are central components of the job evaluation process. The JAT asks a series of questions regarding an employee's job that captures the nature of the job and how it interacts with work within the organization.

The JAT contains questions that ask about each of the following areas:

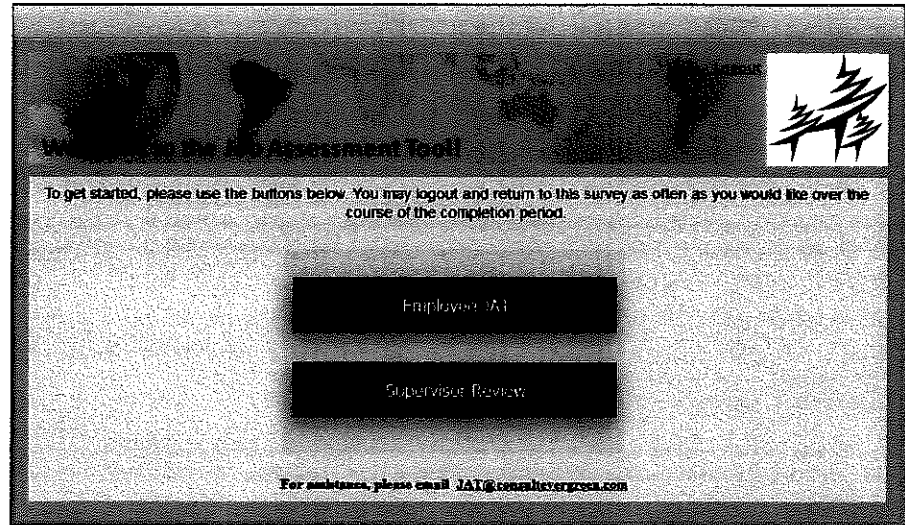
- scope of duties;
- complexity of work;
- supervision received and exercised;
- physical requirements;
- financial responsibilities;
- analytical/mental requirements;
- knowledge and skills required for the job; and
- level of responsibility/reporting relationships.

Evergreen Solutions will contact the client's Project Manager should there be a need to clarify question responses or issues with information collected from the JAT. Due to budgetary constraints faced by many of our clients, we have designed the JAT as a web-based tool so that data can be collected electronically. If requested, we can also provide a paper-based version of the tool.



**Exhibit 5-1** below depicts a screenshot of the JAT home screen showing the levels of access for a Supervisor. Supervisors have access to their own surveys in addition to the ability to review and approve the surveys of their direct reports. The supervisor review process ensures validation of the JAT data collected from employees and prevents comments made by employees from being taken out of context.

**Exhibit 5-1**  
**Supervisor's JAT Home Screen**



Source: Evergreen Solutions, 2016

**Exhibit 5-2** illustrates how Evergreen Solutions uses the JAT to collect functional details of employee's jobs. Seeking to understand how employees summarize their responsibilities in their own words allows our analysis to expand beyond what may be conveyed in a traditional job description. An informal survey of municipal employees revealed that 90 percent felt that the job descriptions held on file with their employers were inaccurate or incomplete representations of their duties. Understanding this, Evergreen Solutions designed the JAT to fill in those gaps to ensure that the entirety of an employee's job is analyzed within the context of the study.



## Exhibit 5-2

### Job Description and Responsibilities

**Job Introduction**

Briefly provide an overview of your job, including a description of the purpose of your job and the type of work you do. This may be the same as the introduction to your current job description, but it does not need to be.

Description

**Type of Work**

Please select the level that best describes the type of work you perform.

Type of Work

- ☐ Clerical/Support - Performs a variety of office and administrative support duties OR unrelated, non-merit-based tasks.
- ☐ Unskilled/Non-Skilled Occupations - Performs work necessitating moderate operations with their hands, physical skill and energy.
- ☐ Technical/Para-Professional - Performs tasks requiring a solid understanding of basic algebra and calculus OR use of heavy equipment.
- ☐ Administrator - Performs tasks directly related to the management or general business operations. Exercises discretion and judgment with matters of significance.
- ☐ Managerial/Professional - Performs tasks requiring advanced knowledge, knowledge is predominantly intellectual in nature, OR tasks related to the control or administration of part of the organization.
- ☐ Executive/Advanced Professional - Performs tasks related to managing the organization, or managing a department OR performs work requiring highly advanced knowledge.

**Education and Experience**

Please select the level that best describes how much education and experience a new-hire should be required to have for your position.

Education

Experience

**Licenses and Certifications**

Please list any licenses, certifications, or professional designations you believe should be required or preferred for your position.

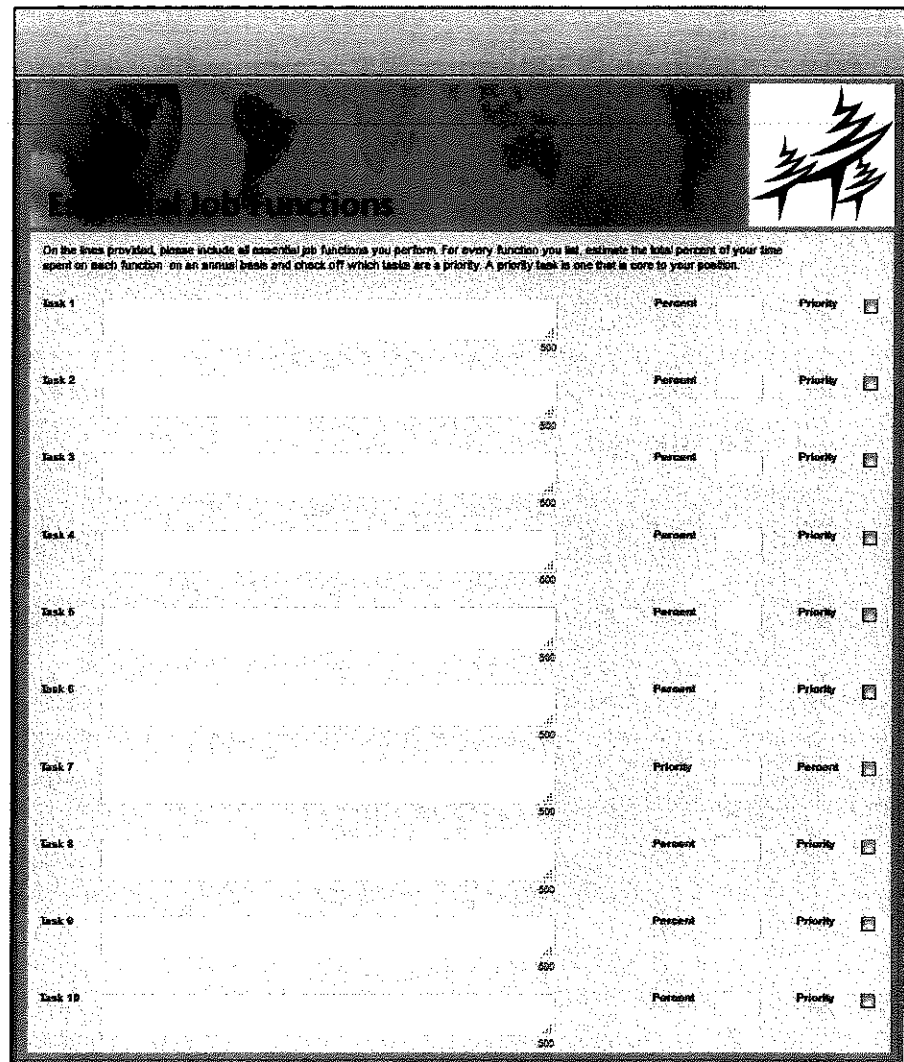
Require

Source: Evergreen Solutions, 2016

**Exhibit 5-3** shows a similar page in which employees are asked to list the Essential Functions of their job. These are the tasks and activities that define the classification and make it unique. Gathering information such as this allows Evergreen Solutions to assess the validity of the present classification structure and identify classifications or individuals within classifications that need to be restructured or reclassified.



### Exhibit 5-3 Job Functions



**Essential Job Functions**

On the lines provided, please include all essential job functions you perform. For every function you list, estimate the total percent of your time spent on each function on an annual basis and check off which tasks are a priority. A priority task is one that is core to your position.

| Task #  | Description | Percent | Priority                 |
|---------|-------------|---------|--------------------------|
| Task 1  |             | 500     | <input type="checkbox"/> |
| Task 2  |             | 500     | <input type="checkbox"/> |
| Task 3  |             | 500     | <input type="checkbox"/> |
| Task 4  |             | 500     | <input type="checkbox"/> |
| Task 5  |             | 500     | <input type="checkbox"/> |
| Task 6  |             | 500     | <input type="checkbox"/> |
| Task 7  |             | 500     | <input type="checkbox"/> |
| Task 8  |             | 500     | <input type="checkbox"/> |
| Task 9  |             | 500     | <input type="checkbox"/> |
| Task 10 |             | 500     | <input type="checkbox"/> |

Source: Evergreen Solutions, 2016

In addition to the JAT, Evergreen will also distribute our Management Issues Tool (MIT). The MIT is distributed to supervisors and managers and is used to collect specific information from supervisors and managers related to such issues as recruitment and retention problems, classification issues, pay equity issues, problems with titles, and other related issues. Each MIT will be logged and a specific response will be provided. The MIT process is designed to allow supervisors and managers to give direct input into the process and they serve as "red flags" to Evergreen Solutions staff during the analysis portion of the project.



|                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Job Evaluation</b> | <p>The next step in the process is to review responses to the JATs and identify any possible misclassifications. Once the review of the JATs has been completed, Evergreen's consultants will evaluate all jobs on each of the compensatory factors, score each position, and determine if there is any need for further investigation of specific positions. If serious discrepancies exist, Evergreen's consultants will work directly with the Client Project Manager to resolve any issues.</p> <p>Once work has been properly classified, changes in the current classification system rankings can be recommended. Our goal is to produce a classification system that reflects the internal equity relationships suggested by the JAT scoring conducted earlier.</p>                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Compensation</b>   | <p>Our approach to compensation analysis is based on the belief that compensation should be organization-specific, fair, equitable, and directly tied to strategic goals. To ensure that all these criteria are met, we will conduct an extensive analysis on the relevant labor market, the internal structure and inter-relatedness of jobs within the organization, and the relative worth of jobs within the organization vis-à-vis the compensation philosophy.</p> <p>The most traditional component of a total compensation program is base pay (fixed pay). However, inclusion of benefits in total compensation strategy is not a new concept. Provision of benefits was originally a recruitment tool, though over time the provision of core benefits has become an expectation. Research shows that public sector organizations commonly use superior benefits packages as a way to offset structural disadvantages in base pay. The purpose of the survey is to collect information for comparison to current offerings, and making recommendations for change consistent with the parameters of the organization's compensation philosophy.</p> |
| <b>Market Survey</b>  | <p>A key component of assessing compensation is to consider market position, which is sometimes referred to as external equity or competitiveness. Evergreen's consultants wait until well into the classification analysis to design the market survey to ensure that jobs are understood, anomalies in classification characteristics are documented, and sufficient input has been received. The market survey will obtain standard range information related to minimum, midpoint, and maximum salaries. Data collection will focus on the public sector, but will include information from the private sector where applicable. Further, we will look to include any employers to whom the organization has recently lost employees.</p>                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Benchmarks</b>     | <p>One of the most important components of the external assessment is in the selection and utilization of benchmark positions for the labor market survey. We will work with the client to identify the appropriate number of benchmark positions to best suit the client's needs in the labor market survey. Based on our experience, we have found that it is simply not practical to survey all positions within the organization—the resulting surveys become too cumbersome for labor market peers to complete, and the response rate on the whole suffers. We ensure, through multiple</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |





**Targets**

checks and balances, that the benchmark positions chosen will represent a broad spectrum of positions across the organization, from all job families, pay levels, and functional areas.

To conduct an external labor market assessment, we work with the client to identify the most appropriate targets to survey. Evergreen selects peer organizations based on the local labor competition, regional markets, and class-specific markets. Peer organizations should be those organizations that compete with the client for labor in at least one job family. An appropriate mix of peers in the public and private sectors will be included in the survey, and if necessary, augmented with published secondary data sources.

Typically, Evergreen waits until the outreach process has been completed to identify the complete list of market peers. This is because we often will uncover specific information during the focus group and interview sessions that identifies potentially critical survey targets. Ideally, we would like to work with the client after the outreach has been concluded to identify the final list of potential market peers.

An important factor of our methodology is that the client has the final approval of all aspects of the study. We will not proceed with the analysis unless the client is completely comfortable with the survey targets chosen. Often, there are different factors impacting an organization, such as proximity to a major metropolitan area, technology corridor, or specific market (i.e., military base), that have a direct effect on its ability to recruit and retain employees in specific positions. These factors have to be taken into account when selecting survey targets. Once the targets are selected and approved, the survey instrument is developed and sent to the client for final approval. Subsequent to client approval, the survey is then distributed to the targets in both paper and electronic formats.

Evergreen Solutions uses a four-fold method of communicating with respondents. Our staff notifies the target group that the survey is being sent or made available, confirms receipt, and encourages participation. Once the data are received, they are cleaned, validated, and summarized. A separate report is issued that shows the results of the salary survey.

**Unifying the Solution**

After determining the appropriate division of work and market position, the compensation structure can be created. There is not a single, perfect solution for every client partner. The nuances and unique characteristics of each client necessitate a customized solution to best meet the organization's needs.

The Evergreen Team has considerable experience in developing multiple solutions and working with client partners to determine the one that best meets their needs. Our analytical team uses a variety of tools to produce various potential solutions: regression analysis, market thresholds, and other human resource models. Several major options are presented to the client's team before the implementation plan is created.

It is at this stage in the process that we typically meet with the client to identify the direction of the final solution. We will present to the client a





### Compensation Administration Guidelines

draft report for review and comment. We typically ask the client to examine the draft solution objectively and provide insights and recommendations on the direction of the report. When this process is completed, Evergreen's consultants will proceed with the final solution. The solution also contains information regarding fiscal impact and implementation.

In order for clients to maintain the recommended compensation system, Evergreen develops compensation administration guidelines for use by the client after completion of the study. The guidelines will include recommendations on installation and continuing administration of the system. The team first conducts a review of current practices and procedures then assesses their effectiveness, compliance with legal guidelines, and applicability to the recommended system.

Once this review and assessment are complete, revisions to the current practices and/or new guidelines can be recommended, as needed. At a minimum, the recommendations will address areas such as:

- how employees will move through the pay structure/system as a result of transfers, promotions, or demotions;
- how to pay employees whose base pay has reached the maximum of their pay range or value of their position;
- the proper mix of pay and benefits;
- how often to adjust pay scales and survey the market;
- timing of implementation; and
- how to keep the system fair and competitive over time.

### System Maintenance

Our goal is to produce recommendations that are effective and that can be maintained by our clients. We are strongly committed to providing transparent and replicable solutions. In essence, when we complete our core assignment, our goal is that our client's staff can maintain and update the system on their own. We are readily available to provide assistance, but our goal is to give our clients all the tools and training that are needed. Towards this end we will provide the Human Resources Department with all necessary tools and training to maintain the system over time.

Based on client needs and industry best practices, Evergreen Solutions has developed a compensation and classification maintenance tool to assist our clients with implementing, managing, and updating the solutions: **JobForce Manager**. This tool allows our clients to estimate future pay plan changes, update market information, make determinations on reclassifications, and create new jobs. By automating these tasks, **JobForce Manager** allows our clients to not only streamline, but also increase the fairness and transparency of regular compensation and classifications tasks after solution implementation.



Exhibit 5-4 displays the interface from *JobForce Manager* for determining a positions pay grade; additional features include a job scoring tabulation sheet, market survey results database and summary report, pay plan report, and employee salary calculators for modeling fiscal impacts of compensation changes at the employee level. All data and reports are downloadable and printable, so they can be pulled at a moments noted and provided to key decision makers.

Exhibit 5-4 – *JobForce Manager* Tool

| Pay Plans                                                                                                                                                                                   | Scoring/Setting | Compensation | Report              |                 |                            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------|---------------------|-----------------|----------------------------|
|  Download Data  Grid Edit |                 |              |                     |                 |                            |
| CURRENT TITLE                                                                                                                                                                               | PAY PLAN        | JAY SCORE    | REGRESSION MIDPOINT | MARKET MIDPOINT | POSITION MIDPOINT (SELITE) |
| Accounting Specialist II                                                                                                                                                                    | ESP             | 212.5        | \$30,300.27         | \$31,220.80     | \$31,508.89                |
| Accounting Specialist III                                                                                                                                                                   | ESP             | 261.3        | \$39,058.27         | \$34,379.42     | \$40,213.96                |
| Accounting Specialist IV                                                                                                                                                                    | ESP             | 306.3        | \$42,315.73         | \$40,186.80     | \$44,335.90                |
| Accounting Supervisor                                                                                                                                                                       | ESP             | 500.0        | \$67,561.02         | \$66,280.91     | \$68,779.53                |
| Acquisition Specialist                                                                                                                                                                      | ESP             | 306.3        | \$42,315.73         | \$41,566.60     | \$44,335.90                |
| Administrative Aide                                                                                                                                                                         | ESP             | 212.5        | \$42,150.09         | \$36,624.74     | \$44,335.90                |
| Administrative Recording Secretary                                                                                                                                                          | Professional    | 381.3        | \$52,068.10         | \$40,984.30     | \$58,245.16                |
| Administrative School Secretary I                                                                                                                                                           | ESP             | 206.3        | \$29,285.81         | \$31,615.17     | \$33,084.13                |
| Administrative School Secretary II                                                                                                                                                          | ESP             | 231.3        | \$32,543.36         | \$35,996.59     | \$34,738.33                |
| Administrative School Secretary III                                                                                                                                                         | ESP             | 256.3        | \$35,800.82         | \$37,701.80     | \$38,299.01                |
| Administrative Secretary I                                                                                                                                                                  | ESP             | 281.3        | \$32,543.36         | \$32,180.02     | \$33,084.13                |
| Administrative Secretary I                                                                                                                                                                  | ESP             | 206.3        | \$29,285.81         | \$32,180.02     | \$33,084.13                |
| Administrative Secretary II                                                                                                                                                                 | ESP             | 231.3        | \$32,543.36         | \$33,919.04     | \$34,738.33                |
| Administrative Secretary II                                                                                                                                                                 | ESP             | 231.3        | \$32,543.36         | \$33,919.04     | \$34,738.33                |
| Administrative Secretary III                                                                                                                                                                | ESP             | 256.3        | \$35,800.82         | \$35,971.01     | \$38,299.01                |
| Administrative Specialist                                                                                                                                                                   | Professional    | 231.3        | \$32,543.36         | \$43,762.63     | \$39,422.62                |
| Administrative Specialist-School Food Services                                                                                                                                              | Professional    | 275.0        | \$38,243.81         | \$42,861.06     | \$45,636.61                |

Source: Evergreen Solutions, 2016

## 5.2 Detailed Work Plan

The detailed work plan that Evergreen Solutions proposes to use to conduct the Compensation and Classification Study for the City of Holly Hill is provided in this section. Evergreen understands that there will be approximately 107 full-time employees and 64 job classifications included in this study.

Our work plan consists of the following 11 work tasks and one optional task:

- Task 1: Project Initiation
- Task 2: Evaluate the Current System
- Task 3: Collect and Review Current Environment Data
- Task 4: Evaluate and Build Projected Classification Plan
- Task 5: Identify List of Market Survey Benchmarks and Approved List of Targets



## Task 1.0 Project Initiation

- Task 6: Conduct Market Survey and Provide External Assessment Summary
- Task 7: Develop Strategic Positioning Recommendations
- Task 8: Conduct Solution Analysis
- Task 9: Develop and Submit Draft and Final Reports
- Task 10: Develop Recommendations for Compensation Administration
- Task 11: Provide Revised Class Descriptions and FLSA Determinations
- Task 12: Develop a New or Revised Performance Appraisal Form (Optional Task)

### TASK GOALS

- Finalize the project plan with the City of Holly Hill (City).
- Gather all pertinent data.
- Finalize any remaining contractual negotiations.
- Establish an agreeable final time line for all project milestones and deliverables.

### TASK ACTIVITIES

- 1.1 Discuss with the City's Project Manager (CPM) the following objectives:
  - the classification and pay plan study process;
  - understand mission and current compensation philosophy (if any);
  - review our proposed methodology, approach, and project work plan to identify any necessary revisions;
  - reach agreement on a schedule for the project including all assignments and project milestones/deliverables; and
  - establish an agreeable communication schedule.
- 1.2 Identify potential challenges and opportunities for the study. Discuss the strategic direction of the City and some of the short- and long-term priorities. This activity serves as the basis for assessing where the City is going and what type of pay plan will reinforce current and future goals.
- 1.3 Obtain relevant materials from the City, including:
  - any previous projects, research, evaluations, or other studies that may be relevant to this project;



**Task 2.0  
Evaluate the  
Current System**

- organizational charts for the departments and divisions, along with related responsibility descriptions;
- current position and classification descriptions, salary schedule(s), and classification system;
- strategic business plans and budgets; and
- personnel policies and procedures, including step placement policies.

- 1.4 Review and edit the project work plan and submit a schedule for the completion of each project task.

**KEY PROJECT MILESTONES**

- Comprehensive project management plan
- Comprehensive database of City staff

**TASK GOAL**

- Conduct a comprehensive preliminary evaluation of the existing compensation plan(s) for the City.

**TASK ACTIVITIES**

- 5.1 Review the existing pay structure and compensation policies. Review the existing pay structure and look for potential problems to be resolved.
- 5.2 Determine the strengths and weaknesses of the current pay plan(s) for the City.
- 5.3 Review department staffing and organizational structures.
- 5.4 Complete an assessment of current conditions that details the pros and cons of the current system as well as highlights areas for potential improvement in the final adopted solution.

**KEY PROJECT MILESTONES**

- Review of existing compensation plan(s)
- Assessment of current conditions



**Task 3.0**  
**Collect and Review**  
**Current**  
**Environment Data**

**TASK GOALS**

- Conduct statistical and anecdotal research into the current environment within the City.
- Guide subsequent analytical tasks.

**TASK ACTIVITIES**

- 3.1 Schedule and conduct employee orientation sessions.
- 3.2 Meet with department heads to obtain relevant information and statistical/anecdotal data on specific compensation issues and policies. Obtain insight into perceived current compensation system strengths and weaknesses.
- 3.3 Hold focus groups with a sample of employees from the City to obtain additional relevant information and statistical/anecdotal data on specific compensation issues and policies.
- 3.4 Work with the CPM to administer the JATs and MITs. Our staff utilizes a web-based tool for data collection, but we can provide paper copies as well as those for classifications without computers or Internet access. We will seek approval from the CPM before distribution of the JAT/MIT questionnaire.
- 3.5 Review any data provided by the City that may provide additional relevant insight.
- 3.6 Review internal career ladders and make recommendations to keep positions competitive.

**KEY PROJECT MILESTONES**

- JAT and MIT distribution
- Department head interviews
- Employee focus groups and orientation sessions

**Task 4.0**  
**Evaluate and Build**  
**Projected**  
**Classification Plan**

**TASK GOALS**

- Identify the classification of existing positions utilizing Evergreen's job evaluation system.
- Review JAT responses.
- Characterize internal equity relationships within the City.



**TASK ACTIVITIES**

- 4.1 Review all draft class specifications of the CPM and Director of Human Resources.
- 4.2 Review the work performed by each classification and score. Include an evaluation of supervisory comments.
- 4.3 Review JAT scores and identify the classification of positions.
- 4.4 Schedule and conduct additional follow up with employees for jobs where uncertainty exists over data obtained from the JATs.
- 4.5 Develop preliminary recommendations for the classification structure. The classification system designed at this point would be based solely on internal equity relationships and would be guided by the JAT scores for each classification. Essentially, a structure of classifications would be established, and classifications with similar scoring would be grouped into pay grades. Spacing between jobs would be determined, and each classification would be assigned to a pay grade. The final decision on the minimums and maximums of the pay grades would be determined after the market data have been collected.
- 4.6 Review recommendations with the CPM.

**KEY PROJECT MILESTONES**

- JAT scores by class
- Recommended classification changes
- Preliminary job structure based on internal equity

**Task 5.0  
Identify List of  
Market Survey  
Benchmarks and  
Approved List of  
Targets**

**TASK GOALS**

- Identify the proper benchmark positions for the external labor market assessment.
- Identify list of targets for conducting a successful external labor market assessment.

**TASK ACTIVITIES**

- 5.1 Identify, from the initial review, a list of classifications (benchmarks) to include in the labor market survey. **Note:** As requested in the RFP, Evergreen will use all 64 classifications as benchmarks for the survey.
- 5.2 Review with the CPM the peer organizations that should be included in the survey. **Note:** Evergreen will work with the CPM to select up to 20 targets for the salary survey.





**Task 6.0  
Conduct Market  
Survey and  
Provide External  
Assessment  
Summary**

- 5.3 Develop a preliminary list of organizations for the external labor market survey, placing a comparative emphasis on characteristics such as:
- size of the organization;
  - geographic proximity to the Holly Hill area;
  - economic and budget characteristics; and
  - other demographic data.
- 5.4 Develop a list of survey targets by employee group. Develop a system for use of secondary data including potential sources and weighting of secondary data, if necessary.
- 5.5 Review survey methodology with CPM and refine survey methodology prior to distribution of survey.
- 5.6 After approval of survey methodology, develop contact list of peer organizations and notify peers of impending survey.

**KEY PROJECT MILESTONES**

- Final list of benchmark positions for the external labor market assessment
- Initial list of survey peers
- Survey methodology
- Final list of survey organizations and contacts

**TASK GOALS**

- Conduct the external labor market salary survey.
- Provide a summary of the survey results to the CPM.

**TASK ACTIVITIES**

- 6.1 Prepare a customized external labor market salary survey for the CPM's
- 6.2 Contact the targets for electronic completion of the survey. Provide paper copies by fax, if requested.
- 6.3 Conduct necessary follow-up through e-mails, faxes, and phone calls.
- 6.4 Collect and enter survey results into Evergreen's electronic data analysis tools.
- 6.5 Validate all data submitted.



**Task 7.0  
Develop Strategic  
Positioning  
Recommendations**

- 6.6 Develop summary report of external labor market assessment results.
- 6.7 Submit summary report of external labor market assessment results to the CPM.

**KEY PROJECT MILESTONES**

- Market survey instrument
- Summary report of external labor market assessment results

**TASK GOALS**

- Assess the appropriateness of the current compensation philosophy for the City.
- Develop a plan for all employees, providing issue areas and preliminary recommendations for strategic improvement.
- Make recommendations on department staffing and organizational structures.

**TASK ACTIVITIES**

- 7.1 Identify the compensation philosophy and accompanying thresholds.
- 7.2 Using the market salary data collected in **Task 6.0**, and the classification data reviewed in **Task 4.0**, determine the proper pay plans for the City.
- 7.3 Identify highly competitive positions within the City and customize recommendations for compensation where required.
- 7.4 Produce a pay plan(s) for the City that best meets its needs from an internal equity and external equity standpoint.
- 7.5 Make recommendations on department staffing and organizational structures.

**KEY PROJECT MILESTONES**

- Proposed compensation strategic direction, taking into account internal and external equity
- Plan for addressing unique, highly competitive positions
- Recommendations on staffing/structures



## Task 8.0 Conduct Solution Analysis

### TASK GOALS

- Conduct analysis comparing JAT values.
- Survey results for the benchmark positions.
- Produce several possible solutions for implementation.

### TASK ACTIVITIES

- 8.1 Conduct regression analysis or other appropriate techniques to properly slot each classification into the proposed pay plan for the City.
- 8.2 Place all classifications into pay grades based on **Task Activity 8.1**. Sort alphabetically by job class title, in descending order by range, and by old class title and new class specifications.
- 8.3 Create implementation solutions for consideration that take into account the current position of the City as well as the findings from the classification and compensation analysis. Identify and prepare a range of compensation policy alternatives.
- 8.4 Meet with the CPM discuss the potential solutions.
- 8.5 Determine the best solution to meet the needs of the City in the short-term and long-term.
- 8.6 Document the accepted solution.

### KEY PROJECT MILESTONES

- Initial regression analysis
- Potential solutions
- Documented final solution

## Task 9.0 Develop and Submit Draft and Final Reports

### TASK GOALS

- Develop and submit a draft and final report of the Compensation and Classification Study to the City of Holly Hill.
- Present the final report to the City Commission.

### TASK ACTIVITIES

- 9.1 Produce a comprehensive draft report that captures the results of each previous step. Provide the draft report to the CPM for review and approval. The report will include an implementation plan for the adoption of the proposed classification and salary adjustments to include an estimated fiscal impact with options for a three year and a five year implementation.



- 9.2 Make edits and submit necessary copies of the final report to the CPM.
- 9.3 Present the final report to the City Commission.
- 9.4 Develop a communication plan for sharing study results with employees of the City.
- 9.5 Develop a plan for maintaining recommendations over time.

#### KEY PROJECT MILESTONES

- Draft and final reports
- Final presentation
- Communication plan
- Implementation and maintenance database

#### Task 10.0 Develop Recommendations for Compensation Administration

#### TASK GOAL

- Develop recommendations for continued administration by City staff to sustain the recommended compensation and classification system.

#### TASK ACTIVITIES

- 10.1 Develop recommendations and guidelines for continued administration and maintenance of the classification and compensation system, including recommendations and guidelines related to:
  - how employees will move through the pay structure/system as a result of transfers, promotions, or demotions;
  - how to pay employees whose base pay has reached the maximum of their pay range or value of their position;
  - the proper mix of pay;
  - how often to adjust pay scales and survey the market;
  - the timing of implementation; and
  - how to keep the system fair and competitive over time.
- 10.2 Recommend recruitment/retention strategies, where appropriate.



**Task 11.0  
Provide Revised  
Class Descriptions  
and FLSA  
Determinations**

- 10.3 Present recommendations to the CPM for review.
- 10.4 Finalize recommendations that will provide ongoing internal maintenance of the plan.

**KEY PROJECT MILESTONES**

- Recommendations for compensation administration
- Recommendations for recruitment/retention policies

**TASK GOALS**

- Update existing class descriptions.
- Create new class descriptions as needed, ensuring FLSA, EEO/ADA requirement satisfaction.
- Provide final version of all class descriptions/specifications in electronic format (i.e., MS Word) after approval by the CPM and the Director of Human Resources.

**TASK ACTIVITIES**

- 11.1 Assess current class descriptions for form, content, validity, and ADA compliance.
- 11.2 Discuss new class description format with the CPM and the Director of Human Resources.
- 11.3 Revise classification descriptions based on data gathered from the JAT process.
- 11.4 Create new class descriptions for new classifications, as needed. Provide complete listing of the allocation of job classes to salary range assignments.
- 11.5 Make FLSA determinations based on work performed and federal requirements.
- 11.6 Recommend a systematic, regular process for reviewing job descriptions.

**KEY PROJECT MILESTONES**

- Updated class descriptions
- New class descriptions, as needed
- FLSA Determinations



**Task 12.0**  
**Develop a New or**  
**Revised**  
**Performance**  
**Appraisal Form**  
**(Optional Task)**

**TASK GOALS**

- Review any current performance appraisal documents, tools, and procedures.
- Determine appropriateness of content and methodology.
- Recommend, develop new program, and implement changes.

**TASK ACTIVITIES**

- 12.1 Review any current performance appraisal documents, tools, and procedures for appropriateness.
- 12.2 Provide detailed recommendations for change as needed.
- 12.3 Discuss recommended changes with City staff and revise as necessary.
- 12.4 Develop new or revised performance appraisal form and procedures with supports the newly revised classification and compensation plan.

**KEY PROJECT MILESTONE**

- Detailed recommendations for changes to performance appraisal form and procedures

**5.3**  
**Proposed**  
**Timeline**

Evergreen Solutions possesses the ability, staff, skills, and tools to conduct the Compensation and Classification Study for the City of Holly Hill in four months of the project start date and following the execution of the contract. This is based on a tentative start date of May 15, 2017, and a completion date of September 15, 2017.

Our proposed timeline, as identified in **Exhibit 5-5**, can be modified in any way to best meet the needs of the City of Holly Hill.





## Exhibit 5-5 Proposed Timeline

| PROJECT TASKS                                                                | 2017 |      |      |        |           |
|------------------------------------------------------------------------------|------|------|------|--------|-----------|
|                                                                              | MAY  | JUNE | JULY | AUGUST | SEPTEMBER |
| 1.0 - Project Initiation                                                     | ■    |      |      |        |           |
| 2.0 - Evaluate the Current System                                            | ■    |      |      |        |           |
| 3.0 - Collect and Review Current Environment Data                            |      | ■    |      |        |           |
| 4.0 - Evaluate and Build Projected Classification Plan                       |      | ■    | ■    |        |           |
| 5.0 - Identify List of Market Survey Benchmarks and Approved List of Targets |      |      | ■    |        |           |
| 6.0 - Conduct Market Survey and Provide External Assessment Summary          |      |      | ■    | ■      |           |
| 7.0 - Develop Strategic Positioning Recommendations                          |      |      |      |        | ■         |
| 8.0 - Conduct Solution Analysis                                              |      |      |      |        | ■         |
| 9.0 - Develop and Submit Draft and Final Reports                             |      |      |      |        | ■         |
| 10.0 - Develop Recommendations for Compensation Administration               |      |      |      |        | ■         |
| 11.0 - Provide Revised Class Descriptions and FLSA Determinations            |      |      |      |        | ■         |
| 12.0 - Develop a New or Revised Performance Appraisal Form (Optional Task)   |      |      |      |        | ■         |



| Respondent       | Qualifications and Experience | Ability to meet City's goals and objectives | Fee Schedule | References | Total | Ranking |
|------------------|-------------------------------|---------------------------------------------|--------------|------------|-------|---------|
| Available Points | 30                            | 30                                          | 10           | 30         | 100   |         |
| Cody & Assoc     | 30                            | 28                                          | 8            | 27         | 93    | 2       |
| Evergreen        | 30                            | 30                                          | 6            | 30         | 96    | 1       |
| HRCC             | 29                            | 28                                          | 10           | 25         | 92    | 3       |
| Paypoint         | 29                            | 26                                          | 4            | 20         | 79    | 4       |
| Springstead Inc. | 20                            | 10                                          | 2            | 10         | 42    | 5       |
| Ursula Scott     | 20                            | 15                                          | 0            | 5          | 40    | 6       |

| Respondent       | Qualifications and Experience | Ability to meet City's goals and objectives | Fee Schedule | References | Total | Ranking |
|------------------|-------------------------------|---------------------------------------------|--------------|------------|-------|---------|
| Available Points | 30                            | 30                                          | 10           | 30         | 100   |         |
| Cody & Assoc     | 30                            | 20                                          | 10           | 30         | 90    | 2       |
| Evergreen        | 30                            | 30                                          | 10           | 30         | 100   | 1       |
| HRCC             | 30                            | 30                                          | 9            | 20         | 89    | 3       |
| Paypoint         | 10                            | 30                                          | 0            | 10         | 50    | 4       |
| Springstead Inc. | 10                            | 0                                           | 0            | 10         | 20    | 5       |
| Ursula Scott     | 10                            | 0                                           | 0            | 10         | 20    | 6       |

| Respondent       | Qualifications and Experience | Ability to meet City's goals and objectives | Fee Schedule | References | Total | Ranking |
|------------------|-------------------------------|---------------------------------------------|--------------|------------|-------|---------|
| Available Points | 30                            | 30                                          | 10           | 30         | 100   |         |
| Cody & Assoc     | 25                            | 25                                          | 7            | 25         | 82    | 2       |
| Evergreen        | 25                            | 25                                          | 8            | 25         | 83    | 1       |
| HRCC             | 25                            | 25                                          | 6            | 20         | 76    | 3       |
| Paypoint         | 25                            | 25                                          | 5            | 20         | 75    | 4       |
| Springstead Inc. | 20                            | 25                                          | 4            | 10         | 59    | 5       |
| Ursula Scott     | 20                            | 25                                          | 2            | 10         | 57    | 6       |

| Respondent       | Qualifications<br>and<br>Experience | Ability to<br>meet<br>City's<br>goals and<br>objectives | Fee<br>Schedule | Reference<br>s | Total | Ranking |
|------------------|-------------------------------------|---------------------------------------------------------|-----------------|----------------|-------|---------|
|                  | 30                                  | 30                                                      | 10              | 30             | 100   |         |
| Cody & Assoc     | 28.33                               | 24.33                                                   | 8.33            | 27.33          | 88.33 | 2       |
| Evergreen        | 28.33                               | 28.33                                                   | 8.00            | 28.33          | 93.00 | 1       |
| HRCC             | 28.00                               | 27.67                                                   | 8.33            | 21.67          | 85.67 | 3       |
| Paypoint         | 21.33                               | 27.00                                                   | 3.00            | 16.67          | 68.00 | 4       |
| Springstead Inc. | 16.67                               | 11.67                                                   | 2.00            | 10.00          | 40.33 | 5       |
| Ursula Scott     | 16.67                               | 13.33                                                   | 0.67            | 8.33           | 39.00 | 6       |



## Evergreen Solutions, LLC

2878 Remington Green Circle - Tallahassee, Florida 32308  
850.383.0111 - fax 850.383.1511

May 26, 2017

Ms. Diane Cole  
Human Resources Manager  
City of Holly Hill  
1065 Ridgewood Avenue  
Holly Hill, Florida 32117

SUBMITTED VIA EMAIL: [dcole@hollyhillfl.org](mailto:dcole@hollyhillfl.org)

Dear Ms. Cole:

We are pleased to propose to the City of Holly Hill a reduced cost of **\$20,000** to conduct the Pay and Classification Study by reducing the scope to include the following tasks below. This reduced cost will not include the development and recommendation of a new or revised performance appraisal form and procedure which will support the revised classification and compensation plan resulting from the study. Should the City request additional onsite visits (i.e., more than the two included in our cost) to meet with employees and/or department heads, each onsite visit would be billed at an additional **\$1,250**.

- limit outreach in **Task 3** of our detailed work plan to one-day with one Evergreen staff;
- provide the City of with the tools and training to update its own job descriptions in **Task 11** of our work plan; and
- prepare a condensed final report in **Task 9** of our work plan to no more than 10 pages.

We look forward to the opportunity to work with you on this very important engagement. If you have any questions, please feel free to call me at (850) 383-0111 or email me at [jeff@consultevergreen.com](mailto:jeff@consultevergreen.com).

Sincerely,

Dr. Jeff Ling  
Executive Vice-President  
Evergreen Solutions, LLC

Attachment: Final Letter Proposal (1682 : Classification & Compensation Study)

**CITY OF HOLLY HILL**  
**Budget Amendment Request**  
**Fiscal Year 2016-17**

|                                 |                           |           |
|---------------------------------|---------------------------|-----------|
| Requesting Department           |                           | Date      |
| Personnel                       |                           | 5/26/2017 |
| TAKE FUNDS FROM ACCOUNT NUMBER: | ACCOUNT DESCRIPTION:      | AMOUNT:   |
| 001-0000-380-1000               | Appropriated Fund Balance | 2,500.0   |
|                                 |                           |           |
|                                 |                           |           |
|                                 |                           |           |
|                                 | Total                     | 2,500.0   |
| ADD FUNDS TO ACCOUNT NUMBER:    |                           |           |
| 001-1201-512-3101               | Professional Services     | 2,500.0   |
|                                 |                           |           |
|                                 | Total                     | 2,500.0   |

**Purpose of Transfer:** (include as much detail as possible)

Appropriating Fund Balance for the Compensation and Classification Study for the possibility of two additional site visits by Evergreen staff if needed or requested by the City.

**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

Date

City Manager Signature

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

HTE Group #

Employee Signature

Date

Attachment: Budget Amendment Request (1682 : Classification & Compensation Study)







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

**City Commission  
Agenda Item**

---

**MEETING DATE:** June 13, 2017  
**FROM:** Thomas Harowski  
**SUBJECT:** 555 8<sup>th</sup> Street Approved Business Use  
**NUMBER:** (ID # 1692)  
**APPLICANT:** Collin McMillan  
**PLANNER:** Thomas Harowski

---

**INTRODUCTION:**

The applicant is requesting approval of mobile detailing as an allowable use in the B-3 Neighborhood Zoning District to allow the storage of business vehicles and supplies in Unit B at 555 8<sup>th</sup> Street. Section 114-413 of the land development code allows the City Commission to approve uses deemed to be similar in character to permitted principal uses and consistent with the legislative intent of the zoning district.

**BACKGROUND:**

The subject property is located on the south side of 8<sup>th</sup> Street just east of Center Avenue. The commercial complex at this location includes two large buildings that have been divided into multiple tenant occupancies. One building, 787 Center Avenue fronts on Center Avenue and is laid out with retail store fronts. The second building, 555 8<sup>th</sup> Street, faces 8<sup>th</sup> Street and is laid out with warehouse style units with roll up garage doors.

The design of the 555 8<sup>th</sup> Street building is particularly challenging to lease as the uses permitted in the B-3 Neighborhood zoning are not typically compatible with the style of the building. Convenience goods, personal services and specialty retail sales do not typically lease warehouse style space as a business location. In the past, the City has dealt with this issue by simply approving uses that are not included within the B-3 permitted use list or, as in recent years, seeking City Commission approval for individual uses when the applicability of the use is questionable. This process was used for the dog training that was approved several years ago.

There are five active businesses in the 555 8<sup>th</sup> Street building according to license data. One is a restaurant and one is retail sales of used clothing, but the others are less oriented to neighborhood level business. One company screen prints and distributes t-shirts, one occupant does retail sales and storage of music related items, and the third business is a support facility for a dry cleaner not located on the premises. Business turnover has been frequent; many units sit vacant for long periods of time; and interest from prospective tenants tends to focus on warehouse, storage and similar uses which typically occupy warehouse style space. Other businesses that have been located in the 555 8<sup>th</sup> Street building include:

- Florida Hurricane Protection
- Pegasus Embroidery
- Hunter Distributing (storage and wholesale T-shirts)
- Office for wholesale auto sales
- Radiator Express warehouse
- Personal storage

The 787 Center Avenue building has filled more of the traditional role expected of the B-3 zoning including several salons and barber shops, a café, several offices for contractors (primarily plumbers) and an exterminating company. However, this building has also seen its tenancy for personal storage. A summary of the business tax receipt history for both buildings is attached for your review.

On multiple occasions the staff has recommended to property owners and prospective tenants that the owners of the 555 8<sup>th</sup> Street building seek rezoning to a more general retail classification such as a B-5 General Commercial zoning. There is some precedent for this zoning along Center Avenue as it is in place at 3<sup>rd</sup> Street and at 8<sup>th</sup> Street. (See Location Map.) To date no action has been taken in this regard, but the rezoning would be a better response to the issue than continually trying to find a work-around that will allow a business occupancy. The building is a condominium ownership, and perhaps there have been issues getting the multiple owners on board with a rezoning petition.

### **DISCUSSION:**

The applicant has submitted a request to allow mobile detailing to be approved for Unit B. The business site would be used for storage of the company vehicles and supplies. Actual detailing work would be done off-site. The applicant has submitted a letter with the application that provides his viewpoint on the proposed use. He notes that catering services which prepare foods on site and serve elsewhere are specifically permitted uses.

As noted above, the B-3 zoning at this location has supported contractor offices, low intensity manufacturing such as screening t-shirts and a variety of commercial and personal storage despite the somewhat restrictive standard set for business uses. The purpose and intent statement emphasizing services to people in the immediate neighborhood has been broadly interpreted by past Commissions and staff.

### **FISCAL**

### **ANALYSIS:**

There is no fiscal impact.

### **RECOMMENDATION:**

There is evidence that uses similar in nature to the applicant's proposed business have been permitted at this location in the past. If the City Commission agrees that the purposed and intent statement of the zoning district can be interpreted to include the subject business, then the use may be approved. Staff continues to recommend rezoning of the property as the long-term solution.

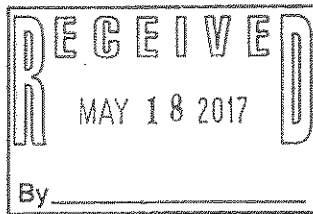
- Z-2017-06 Location Map (PDF)
- Z-2017-06 Application (PDF)
- 555 8th Street BTR History (PDF)
- 787 Center BTR History (PDF)

## Z-2017-06 LOCATION MAP



Scale 1:2,000 - 1 in = 167 ft  
 Date Created:  
 31-May-17 11:29 AM

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



## GENERAL LAND DEVELOPMENT APPLICATION

1065 Ridgewood Avenue, Holly Hill, Florida 32117  
Phone: (386) 248-9424 Fax: (386) 248-9498

Date Received: 5/22/17

Application ID: Z-2017-06

Received By: JAH

### REQUESTED ACTION

- ☐ Comp Plan Amend    ☐ Variance    ☐ Site Plan    ☐ PUD  
☐ Rezoning    ☐ Special Exception    ☐ Subdivision Major    ☐ Subdivision Minor  
☐ Waiver Request    ☒ Other: Approve B-3 V.S.O.  
 Describe Request: \_\_\_\_\_

### APPLICANT INFORMATION:

Name: COLLIN MC MILLAN  
 Address: 1490 CRAIG COURT  
PORT ORANGE, FL 32129  
☐ Owner    ☐ Agent for Owner    ☐ Attorney for Owner

E-Mail: Rusty11068@bellsouth.net  
 Phone: 386-307-9015  
 Fax: 386-672-7521

### OWNER INFORMATION:

Name: JACK H. KIMBLE + SARAHNE KIMBLE E-Mail: JACK-SARAHNE@yahoo.co  
 Address: 873 HALL ROAD, UNIT 12 Phone: 386-672-2588  
ORMOND BEACH, FL 32174 Fax: 386-672-7521

### PROPERTY INFORMATION:

Address: 555 8th Street Unit B  
 General Location: 8th and Center  
 Current Zoning: B-3 Current Land Use: \_\_\_\_\_  
 Parcel Size: 1500 sq. ft. Tax Parcel #: UNIT 12 HOLLY HILL BUSINESS CENTER  
CONDOPHASE I OR 4269 PAGE 4293 +  
4312 + Per OR 4689 PG 36  
 Legal Description Attached ☒ Yes ☐ No Survey Attached ☐ Yes ☐ No

Parcel I.D. 4244-14-02-0210

Attachment: Z-2017-06 Application (1692 : 555 8Th Street Approved Business Use)

Pre-Application Meeting Date: \_\_\_\_\_  
 (Attach Pre-Application Form)

Application Fee: \$ 300

✓ Applicant's Signature: Collin McMillan 5/4/17  
 (Signature) (Date)  
Collin McMillan  
 (Print)

✓ Owner's Signature: Saranne Kimble 5/4/2017  
 (Provide letter of (Signature) (Date)  
 Authorization)  
SARANNE Kimble  
 (Print)

Applications must be complete to initiate the preview process.

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





Volusia County

Property Appraiser

Volusia County

Larry Bartlett, J.D.

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Home Search Choices Search By Alternate Key Property Information

Parcel Information: 4244-14-02-0210 2017 Working Tax Roll Last Updated: 02-19-2017

Owner Name and Address

Alternate Key

5764842

Parcel Status

Active Parcel (Real Estate)

Short Parcel ID

4244-14-02-0210

Mill Group

203 Holly Hill

Full Parcel ID

44-14-32-14-02-0210

2016 Final Mill Rate

22.15240

Created Date

27 FEB 1998

Property Class

12 Mixed Use - Store & Office or Store & Residential or Residential Combination

Ownership Type

Tenancy in the Entirety

Owner Name

KIMBLE JACK & SARANNE

Ownership Percent

100

Owner Name/Address 1

873 HULL RD UNIT 12

Owner Address 2

ORMOND BEACH FL

Owner Address 3

32174

Owner Zip/Postal Code

555 8TH ST B HOLLY HILL 32117

Situs Address

Legal Description

UNIT U HOLLY BUSINESS CENTER CONDOMINIUM PHASE II PER OR 4269 PAGE 4293 THRU 4312 & PER OR 4689 PG 0036 PER OR 6891 PG 0691

Sales History

| Book Page | Sale Date | Sale Instrument       | Qualified      |             | Improved | Sale Price |
|-----------|-----------|-----------------------|----------------|-------------|----------|------------|
|           |           |                       | Qualified Sale | Unqualified |          |            |
| 6891      | 0691      | 07/2013 Warranty Deed | Qualified Sale |             | Yes      | 52,000     |
| 4689      | 0036      | 05/2001 Warranty Deed | Qualified Sale |             | Yes      | 67,300     |

History of Values

| Year | Land | Bldg(s) | Misc. | Just | School | School | School | Non-School | Non-School |
|------|------|---------|-------|------|--------|--------|--------|------------|------------|
|      |      |         |       |      |        |        |        |            |            |

To whom it may concern:

My name is Collin McMillan. I am the owner of Gloss Boss Detailing, a local mobile detailing business. I am currently trying to rent and possibly buy the warehouse located at 555 8<sup>th</sup> Street Unit B from Jack Kimble, which is zoned B-3. Because I'm a mobile business, majority of my work will be away from the warehouse. I would more-or-less just be storing my trailer and equipment there. The people I have talked to about this particular property, including employees of the city, have stated that the zoning has been a sort-of-pain for the city because the zoning doesn't really fit the warehouses and their layouts, and most sit empty.

The B-3 zoning does permit catering services to operate out of the warehouses, which is what I have always considered my business to be. It may not be the traditional food caterer that we may think of when catering comes to mind, but I operate and run my business the exact same way. Just as a catering business would go to a client to deliver and serve a product, I do the same, but in the form of detailing and delivering a finished product on their vehicle. For this reason alone, I hope I would be permitted to use this warehouse.

Aside from all the legalities of the situation, I am a local to Holly Hill and grew up in this city; I have seen the changes it has gone through. This particular property and intersection of 8<sup>th</sup> and Center used to be somewhat of a shady area with a lot of late night activity. However, since the corner store is gone and has since become a daycare, this area has become better. This is a perfect location for me, and the warehouse layout is ideal. I'm simply asking the city to allow me to do my part in adding to the activity by letting my business put its stamp in the area, as well as take one step closer to bettering the city rather than the warehouses sitting empty. I appreciate your time.

Thank you,

Collin Mcmillan

-----  
STREET ADDRESS  
ZIP - 32117346 HOLLY HILL FL  
-----

555 8TH ST #A  
-----  
BUSINESS  
LOC ID CTL NBR LIC NER CLASS STAT EXPIRES VAL THRU  
-----  
FLORIDA HURRICANE PROTECTION \* 13764 2594 00-00023360 23484 RN 9/30/00 9/30/00  
01-00023360 23484 RN 9/30/01 9/30/01  
02-00023360 23484 RN 9/30/02 9/30/02  
03-00023360 23484 RN 9/30/03 9/30/03  
04-00023360 23484 RN 9/30/04 9/30/04  
05-00023360 23484 RN 9/30/05 9/30/05  
06-00023360 23484 RN 9/30/06 9/30/06  
07-00023360 23417 RN 9/30/07 9/30/07  
08-00023360 23417 RN 9/30/08 9/30/08  
09-00023360 23417 RN 9/30/09 9/30/09  
10-00023360 23417 RN 9/30/10 9/30/10  
11-00023360 23417 RN 9/30/11 9/30/11  
12-00023360 23417 RN 9/30/12 9/30/12  
13-00023360 23417 VO 9/30/13 9/30/13

555 8TH ST #B  
-----  
PEGASUS EMBROIDERY \* 13766 4042 02-00023285 00060 RN 9/30/02 9/30/02  
03-00023285 00060 RN 9/30/03 9/30/03  
04-00023285 00060 RN 9/30/04 9/30/04  
05-00023285 00060 RN 9/30/05 9/30/05  
06-00023285 00060 RN 9/30/06 9/30/06  
07-00023285 00060 RN 9/30/07 9/30/07  
08-00023285 00060 RN 9/30/08 9/30/08  
09-00023285 00060 RN 9/30/09 9/30/09  
10-00023285 00060 RN 9/30/10 9/30/10  
11-00023285 00060 RN 9/30/11 9/30/11  
12-00023285 00060 VO 9/30/12 9/30/12

555 8TH ST #B  
-----  
MAZIES RESALE CLOTHING 13766 9533 15-00025517 80410 2N 9/30/15 9/30/15

555 8TH ST #D  
-----  
HUNTER DISTRIBUTING \* 13770 2990 01-00022767 53250 VO 9/30/01 9/30/01

555 8TH ST #F  
-----  
BEACH PRINTS INC 13754 363 00-00020813 51711 RN 9/30/00 9/30/00  
01-00020813 51711 RN 9/30/01 9/30/01  
02-00020813 51711 RN 9/30/02 9/30/02  
03-00020813 51711 RN 9/30/03 9/30/03  
04-00020813 51711 RN 9/30/04 9/30/04  
05-00020813 51711 RN 9/30/05 9/30/05  
06-00020813 51711 RN 9/30/06 9/30/06  
07-00020813 51711 RN 9/30/07 9/30/07  
08-00020813 51711 RN 9/30/08 9/30/08  
09-00020813 51711 RN 9/30/09 9/30/09  
10-00020813 51711 RN 9/30/10 9/30/10  
11-00020813 51711 TR 9/30/11 9/30/11  
12-00024920 51710 RN 9/30/11 9/30/11  
13-00024920 51710 RN 9/30/12 9/30/12  
14-00024920 51710 RN 9/30/13 9/30/13  
15-00024920 51710 RN 9/30/14 9/30/14

| STREET ADDRESS |  | BUSINESS   |      | LOC ID      |       | CTL NBR | LIC NBR | CLASS   | STAT | EXPIRES | VAL | THRU |
|----------------|--|------------|------|-------------|-------|---------|---------|---------|------|---------|-----|------|
| ZIP - 32117346 |  | HOLLY HILL |      | FL          |       |         |         |         |      |         |     |      |
| 555 8TH ST #F  |  | 13754      | 363  | 15-00024920 | 51710 | RN      | 9/30/15 | 9/30/15 |      |         |     |      |
|                |  |            |      | 16-00024920 | 51710 | RN      | 9/30/16 | 9/30/16 |      |         |     |      |
|                |  |            |      | 17-00024920 | 51710 | AC      | 9/30/17 | 9/30/17 |      |         |     |      |
|                |  |            |      | 97-00020813 | 51711 | RN      | 9/30/97 | 9/30/97 |      |         |     |      |
|                |  |            |      | 98-00020813 | 51711 | RN      | 9/30/98 | 9/30/98 |      |         |     |      |
|                |  |            |      | 99-00020813 | 51711 | RN      | 9/30/99 | 9/30/99 |      |         |     |      |
| 555 8TH ST #F  |  | 13754      | 7629 | 10-00024772 | 74310 | RN      | 9/30/10 | 9/30/10 |      |         |     |      |
|                |  |            |      | 11-00024772 | 74310 | VO      | 9/30/11 | 9/30/11 |      |         |     |      |
| 555 8TH ST #G  |  | 13446      | 9345 | 14-00025445 | 68430 | RN      | 9/30/14 | 9/30/14 |      |         |     |      |
|                |  |            |      | 15-00025445 | 68430 | RN      | 9/30/15 | 9/30/15 |      |         |     |      |
|                |  |            |      | 16-00025445 | 68430 | RN      | 9/30/16 | 9/30/16 |      |         |     |      |
|                |  |            |      | 17-00025445 | 68430 | AC      | 9/30/17 | 9/30/17 |      |         |     |      |
| 555 8TH ST #H  |  | 13448      | 2850 | 01-00022620 | 53250 | RN      | 9/30/01 | 9/30/01 |      |         |     |      |
|                |  |            |      | 02-00022620 | 53250 | RN      | 9/30/02 | 9/30/02 |      |         |     |      |
|                |  |            |      | 03-00022620 | 53250 | RN      | 9/30/03 | 9/30/03 |      |         |     |      |
|                |  |            |      | 04-00022620 | 53250 | RN      | 9/30/04 | 9/30/04 |      |         |     |      |
|                |  |            |      | 05-00022620 | 53250 | RN      | 9/30/05 | 9/30/05 |      |         |     |      |
|                |  |            |      | 06-00022620 | 53250 | RN      | 9/30/06 | 9/30/06 |      |         |     |      |
|                |  |            |      | 07-00022620 | 53250 | RN      | 9/30/07 | 9/30/07 |      |         |     |      |
|                |  |            |      | 08-00022620 | 51710 | RN      | 9/30/08 | 9/30/08 |      |         |     |      |
|                |  |            |      | 09-00022620 | 51710 | RN      | 9/30/09 | 9/30/09 |      |         |     |      |
|                |  |            |      | 10-00022620 | 51710 | RN      | 9/30/10 | 9/30/10 |      |         |     |      |
|                |  |            |      | 11-00022620 | 51710 | RN      | 9/30/11 | 9/30/11 |      |         |     |      |
|                |  |            |      | 12-00022620 | 51710 | VO      | 9/30/12 | 9/30/12 |      |         |     |      |
| 555 8TH ST #I  |  | 13156      | 2689 | 00-00022459 | 64291 | VO      | 9/30/00 | 9/30/00 |      |         |     |      |
| 555 8TH ST #I  |  | 13156      | 2814 | 00-00022584 | 53210 | RN      | 9/30/00 | 9/30/00 |      |         |     |      |
|                |  |            |      | 01-00022584 | 53210 | RN      | 9/30/01 | 9/30/01 |      |         |     |      |
|                |  |            |      | 02-00022584 | 53210 | RN      | 9/30/02 | 9/30/02 |      |         |     |      |
|                |  |            |      | 03-00022584 | 53210 | RN      | 9/30/03 | 9/30/03 |      |         |     |      |
|                |  |            |      | 04-00022584 | 53210 | RN      | 9/30/04 | 9/30/04 |      |         |     |      |
|                |  |            |      | 05-00022584 | 53210 | RN      | 9/30/05 | 9/30/05 |      |         |     |      |
|                |  |            |      | 06-00022584 | 53210 | RN      | 9/30/06 | 9/30/06 |      |         |     |      |
|                |  |            |      | 07-00022584 | 53210 | RN      | 9/30/07 | 9/30/07 |      |         |     |      |
|                |  |            |      | 08-00022584 | 74310 | RN      | 9/30/08 | 9/30/08 |      |         |     |      |
|                |  |            |      | 09-00022584 | 74310 | RN      | 9/30/09 | 9/30/09 |      |         |     |      |
|                |  |            |      | 10-00022584 | 74310 | RN      | 9/30/10 | 9/30/10 |      |         |     |      |
|                |  |            |      | 11-00022584 | 74310 | RN      | 9/30/11 | 9/30/11 |      |         |     |      |
|                |  |            |      | 12-00022584 | 74310 | VO      | 9/30/12 | 9/30/12 |      |         |     |      |
| 555 8TH ST #I  |  | 13156      | 8457 | 12-00025139 | 11270 | RN      | 9/30/12 | 9/30/12 |      |         |     |      |

| STREET ADDRESS | LOC ID | CTL NBR | LIC NBR     | CLASS | STAT | EXPIRES | VAL     | THRU    |
|----------------|--------|---------|-------------|-------|------|---------|---------|---------|
| 555 8TH ST #I  | 13156  | 8457    | 13-00025139 | 11270 | RN   | 9/30/13 | 9/30/13 | 9/30/13 |
|                |        |         | 14-00025139 | 11270 | RN   | 9/30/14 | 9/30/14 | 9/30/14 |
|                |        |         | 15-00025139 | 11270 | RN   | 9/30/15 | 9/30/15 | 9/30/15 |
|                |        |         | 16-00025139 | 11270 | RN   | 9/30/16 | 9/30/16 | 9/30/16 |
|                |        |         | 17-00025139 | 11270 | AC   | 9/30/17 | 9/30/17 | 9/30/17 |
| 555 8TH ST #K  | 13134  | 1844    | 98-00021759 | 74310 | RN   | 9/30/98 | 9/30/98 | 9/30/98 |
|                |        |         | 99-00021759 | 74310 | VO   | 9/30/99 | 9/30/99 | 9/30/99 |
| 555 8TH ST #K  | 13134  | 3688    | 02-00023128 | 19810 | RN   | 9/30/02 | 9/30/02 | 9/30/02 |
|                |        |         | 03-00023128 | 19810 | RN   | 9/30/03 | 9/30/03 | 9/30/03 |
|                |        |         | 04-00023128 | 19810 | RN   | 9/30/04 | 9/30/04 | 9/30/04 |
|                |        |         | 05-00023128 | 19810 | RN   | 9/30/05 | 9/30/05 | 9/30/05 |
|                |        |         | 06-00023128 | 19810 | RN   | 9/30/06 | 9/30/06 | 9/30/06 |
|                |        |         | 07-00023128 | 19810 | RN   | 9/30/07 | 9/30/07 | 9/30/07 |
|                |        |         | 08-00023128 | 19810 | RN   | 9/30/08 | 9/30/08 | 9/30/08 |
|                |        |         | 09-00023128 | 19810 | RN   | 9/30/09 | 9/30/09 | 9/30/09 |
|                |        |         | 10-00023128 | 19810 | RN   | 9/30/10 | 9/30/10 | 9/30/10 |
|                |        |         | 11-00023128 | 19810 | RN   | 9/30/11 | 9/30/11 | 9/30/11 |
|                |        |         | 12-00023128 | 19810 | RN   | 9/30/12 | 9/30/12 | 9/30/12 |
|                |        |         | 13-00023128 | 19810 | RN   | 9/30/13 | 9/30/13 | 9/30/13 |
|                |        |         | 14-00023128 | 19810 | RN   | 9/30/14 | 9/30/14 | 9/30/14 |
|                |        |         | 15-00023128 | 19810 | RN   | 9/30/15 | 9/30/15 | 9/30/15 |
|                |        |         | 16-00023128 | 19810 | RN   | 9/30/16 | 9/30/16 | 9/30/16 |
|                |        |         | 17-00023128 | 19810 | AC   | 9/30/17 | 9/30/17 | 9/30/17 |
| 555 8TH ST #L  | 13136  | 1933    | 00-00021822 | 53220 | RN   | 9/30/00 | 9/30/00 | 9/30/00 |
|                |        |         | 01-00021822 | 53220 | RN   | 9/30/01 | 9/30/01 | 9/30/01 |
|                |        |         | 02-00021822 | 53220 | TR   | 9/30/02 | 9/30/02 | 9/30/02 |
|                |        |         | 02-00023154 | 53220 | RN   | 9/30/02 | 9/30/02 | 9/30/02 |
|                |        |         | 03-00023154 | 53220 | RN   | 9/30/03 | 9/30/03 | 9/30/03 |
|                |        |         | 04-00023154 | 53220 | VO   | 9/30/04 | 9/30/04 | 9/30/04 |
|                |        |         | 98-00021822 | 53220 | RN   | 9/30/98 | 9/30/98 | 9/30/98 |
|                |        |         | 99-00021822 | 53220 | RN   | 9/30/99 | 9/30/99 | 9/30/99 |
| 555 8TH ST #L  | 13136  | 4829    | 04-00023657 | 53210 | VO   | 9/30/04 | 9/30/04 | 9/30/04 |
| 555 8TH ST #L  | 13136  | 5919    | 06-00024096 | 53210 | VO   | 9/30/06 | 9/30/06 | 9/30/06 |
| 555 8TH ST #L  | 13136  | 7992    | 11-00024936 | 53210 | VO   | 9/30/11 | 9/30/11 | 9/30/11 |

| STREET ADDRESS            |  | BUSINESS   |  | LOC ID |  | CTL NBR | LIC NBR | CLASS       | STAT  | EXPIRES | VAL     | THRU    |
|---------------------------|--|------------|--|--------|--|---------|---------|-------------|-------|---------|---------|---------|
| ZIP - 32117801            |  | HOLLY HILL |  | FL     |  |         |         |             |       |         |         |         |
| 787 CENTER AVE #A         |  |            |  |        |  | 10372   | 1768    | 97-00021656 | 53210 | VO      | 9/30/97 | 9/30/97 |
| CREATIVE WORKS *          |  |            |  |        |  |         |         |             |       |         |         |         |
| 787 CENTER AVE #A         |  |            |  |        |  | 10372   | 3470    | 01-00023034 | 81611 | RN      | 9/30/01 | 9/30/01 |
|                           |  |            |  |        |  |         |         | 02-00023034 | 81611 | RN      | 9/30/02 | 9/30/02 |
|                           |  |            |  |        |  |         |         | 03-00023034 | 81611 | RN      | 9/30/03 | 9/30/03 |
|                           |  |            |  |        |  |         |         | 04-00023034 | 81611 | RN      | 9/30/04 | 9/30/04 |
|                           |  |            |  |        |  |         |         | 05-00023034 | 81611 | RN      | 9/30/05 | 9/30/05 |
|                           |  |            |  |        |  |         |         | 06-00023034 | 81611 | RN      | 9/30/06 | 9/30/06 |
|                           |  |            |  |        |  |         |         | 07-00023034 | 81611 | RN      | 9/30/07 | 9/30/07 |
|                           |  |            |  |        |  |         |         | 08-00023034 | 81611 | RN      | 9/30/08 | 9/30/08 |
|                           |  |            |  |        |  |         |         | 09-00023034 | 81611 | RN      | 9/30/09 | 9/30/09 |
|                           |  |            |  |        |  |         |         | 10-00023034 | 81611 | RN      | 9/30/10 | 9/30/10 |
|                           |  |            |  |        |  |         |         | 11-00023034 | 81611 | RN      | 9/30/11 | 9/30/11 |
|                           |  |            |  |        |  |         |         | 12-00023034 | 81611 | RN      | 9/30/12 | 9/30/12 |
|                           |  |            |  |        |  |         |         | 13-00023034 | 81611 | RN      | 9/30/13 | 9/30/13 |
|                           |  |            |  |        |  |         |         | 14-00023034 | 81611 | RN      | 9/30/14 | 9/30/14 |
|                           |  |            |  |        |  |         |         | 15-00023034 | 81611 | RN      | 9/30/15 | 9/30/15 |
|                           |  |            |  |        |  |         |         | 16-00023034 | 81611 | RN      | 9/30/16 | 9/30/16 |
|                           |  |            |  |        |  |         |         | 17-00023034 | 81611 | AC      | 9/30/17 | 9/30/17 |
| 787 CENTER AVE #B         |  |            |  |        |  | 10376   | 813     | 98-00020305 | 23456 | RN      | 9/30/98 | 9/30/98 |
|                           |  |            |  |        |  |         |         | 99-00020305 | 23456 | VO      | 9/30/99 | 9/30/99 |
| BAYVIEW PLUMBING INC*     |  |            |  |        |  |         |         |             |       |         |         |         |
| 787 CENTER AVE #B         |  |            |  |        |  | 10376   | 2728    | 00-00022501 | 74310 | RN      | 9/30/00 | 9/30/00 |
|                           |  |            |  |        |  |         |         | 01-00022501 | 74310 | RN      | 9/30/01 | 9/30/01 |
|                           |  |            |  |        |  |         |         | 02-00022501 | 74310 | RN      | 9/30/02 | 9/30/02 |
|                           |  |            |  |        |  |         |         | 03-00022501 | 74310 | RN      | 9/30/03 | 9/30/03 |
|                           |  |            |  |        |  |         |         | 04-00022501 | 74310 | RN      | 9/30/04 | 9/30/04 |
|                           |  |            |  |        |  |         |         | 05-00022501 | 74310 | RN      | 9/30/05 | 9/30/05 |
|                           |  |            |  |        |  |         |         | 06-00022501 | 74310 | RN      | 9/30/06 | 9/30/06 |
|                           |  |            |  |        |  |         |         | 07-00022501 | 74310 | RN      | 9/30/07 | 9/30/07 |
|                           |  |            |  |        |  |         |         | 08-00022501 | 74310 | RN      | 9/30/08 | 9/30/08 |
|                           |  |            |  |        |  |         |         | 09-00022501 | 74310 | RN      | 9/30/09 | 9/30/09 |
|                           |  |            |  |        |  |         |         | 10-00022501 | 74310 | RN      | 9/30/10 | 9/30/10 |
|                           |  |            |  |        |  |         |         | 11-00022501 | 74310 | RN      | 9/30/11 | 9/30/11 |
|                           |  |            |  |        |  |         |         | 12-00022501 | 74310 | RN      | 9/30/12 | 9/30/12 |
|                           |  |            |  |        |  |         |         | 13-00022501 | 74310 | RN      | 9/30/13 | 9/30/13 |
|                           |  |            |  |        |  |         |         | 14-00022501 | 74310 | RN      | 9/30/14 | 9/30/14 |
|                           |  |            |  |        |  |         |         | 15-00022501 | 74310 | RN      | 9/30/15 | 9/30/15 |
|                           |  |            |  |        |  |         |         | 16-00022501 | 74310 | RN      | 9/30/16 | 9/30/16 |
|                           |  |            |  |        |  |         |         | 17-00022501 | 74310 | AC      | 9/30/17 | 9/30/17 |
| 787 CENTER AVE #D         |  |            |  |        |  | 10386   | 2693    | 00-00022462 | 22810 | RN      | 9/30/00 | 9/30/00 |
|                           |  |            |  |        |  |         |         | 01-00022462 | 22810 | VO      | 9/30/01 | 9/30/01 |
| AVS AUDIO VISUAL STUDIO * |  |            |  |        |  |         |         |             |       |         |         |         |
| 787 CENTER AVE #D         |  |            |  |        |  | 10386   | 3621    | 02-00023113 | 74310 | RN      | 9/30/02 | 9/30/02 |
| PAPADEAS, GEORGE          |  |            |  |        |  |         |         |             |       |         |         |         |



| STREET ADDRESS    |  | BUSINESS                   |  | LOC ID |  | CTL NBR | LIC NBR                                                                                                                                                                                                                       | CLASS                                                                                                                                        | STAT                                                                                         | EXPIRES                                                                                                                                                           | VAL | THRU                          |
|-------------------|--|----------------------------|--|--------|--|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------------------------------|
| ZIP - 32117801    |  | HOLLY HILL                 |  | FL     |  |         |                                                                                                                                                                                                                               |                                                                                                                                              |                                                                                              |                                                                                                                                                                   |     |                               |
| 787 CENTER AVE #D |  | PAPADEAS, GEORGE           |  | 10386  |  | 3621    | 03-00023113<br>04-00023113<br>05-00023113<br>06-00023113<br>07-00023113<br>08-00023113<br>09-00023113<br>10-00023113<br>11-00023113<br>12-00023113<br>13-00023113<br>14-00023113<br>15-00023113<br>16-00023113<br>17-00023113 | 74310<br>74310<br>74310<br>74310<br>74310<br>74310<br>74310<br>74310<br>74310<br>74310<br>74310<br>74310<br>74310<br>74310<br>74310<br>74310 | RN<br>RN<br>RN<br>RN<br>RN<br>RN<br>RN<br>RN<br>RN<br>RN<br>RN<br>RN<br>RN<br>RN<br>RN<br>AC | 9/30/03<br>9/30/04<br>9/30/05<br>9/30/06<br>9/30/07<br>9/30/08<br>9/30/09<br>9/30/10<br>9/30/11<br>9/30/12<br>9/30/13<br>9/30/14<br>9/30/15<br>9/30/16<br>9/30/17 |     |                               |
| 787 CENTER AVE #D |  | DELI NEWS *                |  | 10386  |  | 6245    | 07-00024260                                                                                                                                                                                                                   | 68410                                                                                                                                        | VO                                                                                           | 9/30/07                                                                                                                                                           |     | 9/30/07                       |
| 787 CENTER AVE #E |  | WHO'S THE FAN INC *        |  | 10392  |  | 1982    | 98-00021852<br>99-00021852                                                                                                                                                                                                    | 51710<br>51710                                                                                                                               | RN<br>VO                                                                                     | 9/30/98<br>9/30/99                                                                                                                                                |     | 9/30/98<br>9/30/99            |
| 787 CENTER AVE #E |  | CAREY PLUMBING INC *       |  | 10392  |  | 2320    | 00-00022115<br>01-00022115<br>02-00022115<br>03-00022115<br>04-00022115<br>05-00022115<br>06-00022115<br>07-00022115<br>08-00022115<br>09-00022115<br>10-00022115<br>11-00022115<br>12-00022115<br>99-00022115                | 23456<br>23456<br>23456<br>23456<br>23456<br>23456<br>23456<br>23456<br>23456<br>23456<br>23456<br>23456<br>23456<br>23456                   | RN<br>RN<br>RN<br>RN<br>RN<br>RN<br>RN<br>RN<br>RN<br>RN<br>RN<br>VO<br>RN                   | 9/30/00<br>9/30/01<br>9/30/02<br>9/30/03<br>9/30/04<br>9/30/05<br>9/30/06<br>9/30/07<br>9/30/08<br>9/30/09<br>9/30/10<br>9/30/11<br>9/30/12<br>9/30/99            |     |                               |
| 787 CENTER AVE #E |  | MAHOGANY READS CAFE'       |  | 10392  |  | 10080   | 16-00025763<br>17-00025763<br>17-00025868                                                                                                                                                                                     | 64200<br>64200<br>64200                                                                                                                      | RN<br>TR<br>AC                                                                               | 9/30/16<br>9/30/17<br>9/30/17                                                                                                                                     |     | 9/30/16<br>9/30/17<br>9/30/17 |
| 787 CENTER AVE #F |  | XCLUSIVE DESIGN HAIR SALON |  | 13762  |  | 9442    | 15-00025486<br>16-00025486<br>17-00025486                                                                                                                                                                                     | 16310<br>16310<br>16310                                                                                                                      | RN<br>RN<br>AC                                                                               | 9/30/15<br>9/30/16<br>9/30/17                                                                                                                                     |     | 9/30/15<br>9/30/16<br>9/30/17 |
| 787 CENTER AVE #G |  | TURK CARD & COPY *         |  | 13310  |  | 1007    | 00-00021178                                                                                                                                                                                                                   | 64010                                                                                                                                        | TR                                                                                           | 9/30/00                                                                                                                                                           |     | 9/30/00                       |

| STREET ADDRESS |               | BUSINESS                       |  | LOC ID |      | CTL         | NBR   | LIC | NBR     | CLASS   | STAT | EXPIRES | VAL | THRU |
|----------------|---------------|--------------------------------|--|--------|------|-------------|-------|-----|---------|---------|------|---------|-----|------|
| ZIP - 32117801 |               | HOLLY HILL                     |  | FL     |      |             |       |     |         |         |      |         |     |      |
| 787            | CENTER AVE #G | TURK CARD & COPY *             |  | 13310  | 1007 |             |       |     |         |         |      |         |     |      |
|                |               |                                |  |        |      | 00-00022363 | 64010 | VO  | 9/30/00 | 9/30/00 |      |         |     |      |
|                |               |                                |  |        |      | 01-00022355 | 64010 | RN  | 9/30/01 | 9/30/01 |      |         |     |      |
|                |               |                                |  |        |      | 02-00022955 | 74310 | VO  | 9/30/02 | 9/30/02 |      |         |     |      |
|                |               |                                |  |        |      | 97-00021178 | 64010 | RN  | 9/30/97 | 9/30/97 |      |         |     |      |
|                |               |                                |  |        |      | 98-00021178 | 64010 | RN  | 9/30/98 | 9/30/98 |      |         |     |      |
|                |               |                                |  |        |      | 99-00021178 | 64010 | RN  | 9/30/99 | 9/30/99 |      |         |     |      |
| 787            | CENTER AVE #G | FLORIDA VFW ASSISTANCE PROGRA* |  | 13310  | 1938 | 98-00021825 | 76510 | VO  | 9/30/98 | 9/30/98 |      |         |     |      |
| 787            | CENTER AVE #G | CUSTOM CRAVINGS*               |  | 13310  | 2042 | 98-00021897 | 53210 | VO  | 9/30/98 | 9/30/98 |      |         |     |      |
| 787            | CENTER AVE #G | PRO-PACKERS*                   |  | 13310  | 2201 | 99-00022012 | 19810 | VO  | 9/30/99 | 9/30/99 |      |         |     |      |
| 787            | CENTER AVE #G | PAMPER ME MOR' AT *            |  | 13310  | 4658 | 04-00023572 | 16310 | VO  | 9/30/04 | 9/30/04 |      |         |     |      |
| 787            | CENTER AVE #G | SKY PLUMBING INC               |  | 13310  | 5056 | 04-00023727 | 23456 | RN  | 9/30/04 | 9/30/04 |      |         |     |      |
|                |               |                                |  |        |      | 05-00023727 | 23456 | RN  | 9/30/05 | 9/30/05 |      |         |     |      |
|                |               |                                |  |        |      | 06-00023727 | 23456 | RN  | 9/30/06 | 9/30/06 |      |         |     |      |
|                |               |                                |  |        |      | 07-00023727 | 23456 | RN  | 9/30/07 | 9/30/07 |      |         |     |      |
|                |               |                                |  |        |      | 08-00023727 | 23456 | RN  | 9/30/08 | 9/30/08 |      |         |     |      |
|                |               |                                |  |        |      | 09-00023727 | 23456 | RN  | 9/30/09 | 9/30/09 |      |         |     |      |
|                |               |                                |  |        |      | 10-00023727 | 23456 | RN  | 9/30/10 | 9/30/10 |      |         |     |      |
|                |               |                                |  |        |      | 11-00023727 | 23456 | RN  | 9/30/11 | 9/30/11 |      |         |     |      |
|                |               |                                |  |        |      | 12-00023727 | 23456 | RN  | 9/30/12 | 9/30/12 |      |         |     |      |
|                |               |                                |  |        |      | 13-00023727 | 23456 | RN  | 9/30/13 | 9/30/13 |      |         |     |      |
|                |               |                                |  |        |      | 14-00023727 | 23456 | RN  | 9/30/14 | 9/30/14 |      |         |     |      |
|                |               |                                |  |        |      | 15-00023727 | 23456 | RN  | 9/30/15 | 9/30/15 |      |         |     |      |
|                |               |                                |  |        |      | 16-00023727 | 23456 | RN  | 9/30/16 | 9/30/16 |      |         |     |      |
|                |               |                                |  |        |      | 17-00023727 | 23456 | AC  | 9/30/17 | 9/30/17 |      |         |     |      |
| 787            | CENTER AVE #H | KATHY'S HAIR STYLING *         |  | 13306  | 4    | 00-00020003 | 16310 | RN  | 9/30/00 | 9/30/00 |      |         |     |      |
|                |               |                                |  |        |      | 01-00020003 | 16310 | TR  | 9/30/01 | 9/30/01 |      |         |     |      |
|                |               |                                |  |        |      | 01-00022918 | 16310 | RN  | 9/30/01 | 9/30/01 |      |         |     |      |
|                |               |                                |  |        |      | 02-00022918 | 16310 | RN  | 9/30/02 | 9/30/02 |      |         |     |      |
|                |               |                                |  |        |      | 03-00022918 | 16310 | RN  | 9/30/03 | 9/30/03 |      |         |     |      |
|                |               |                                |  |        |      | 04-00022918 | 16310 | RN  | 9/30/04 | 9/30/04 |      |         |     |      |
|                |               |                                |  |        |      | 05-00022918 | 16310 | RN  | 9/30/05 | 9/30/05 |      |         |     |      |
|                |               |                                |  |        |      | 06-00022918 | 16310 | VO  | 9/30/06 | 9/30/06 |      |         |     |      |
|                |               |                                |  |        |      | 98-00020003 | 16310 | RN  | 9/30/98 | 9/30/98 |      |         |     |      |
|                |               |                                |  |        |      | 99-00020003 | 16310 | RN  | 9/30/99 | 9/30/99 |      |         |     |      |
| 787            | CENTER AVE #H | REVA M WEBB *                  |  | 13306  | 1947 | 98-00021830 | 15710 | RN  | 9/30/98 | 9/30/98 |      |         |     |      |
|                |               |                                |  |        |      | 99-00021830 | 15710 | VO  | 9/30/99 | 9/30/99 |      |         |     |      |

| STREET ADDRESS    | ZIP -    | FL         | BUSINESS                       | LOC ID | CTL NBR | LIC NBR                                                                                                              | CLASS                                                                | STAT                                         | EXPIRES                                                                                         | VAL THRU                                                                                        |
|-------------------|----------|------------|--------------------------------|--------|---------|----------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|----------------------------------------------|-------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| 787 CENTER AVE #H | 32117801 | HOLLY HILL | LISA'S DISCOUNT CARPET WHOLES* | 13306  | 2397    | 99-00022174                                                                                                          | 53210                                                                | VO                                           | 9/30/99                                                                                         | 9/30/99                                                                                         |
| 787 CENTER AVE #H |          |            | THE CHAOS ELEMENT *            | 13306  | 6411    | 07-00024326                                                                                                          | 71710                                                                | VO                                           | 9/30/07                                                                                         | 9/30/07                                                                                         |
| 787 CENTER AVE #I |          |            | SUNNI ENTERPRISES *            | 10396  | 1042    | 97-00021188                                                                                                          | 53210                                                                | VO                                           | 9/30/97                                                                                         | 9/30/97                                                                                         |
| 787 CENTER AVE #I |          |            | ED TAYLOR BROKER*              | 10396  | 1913    | 98-00021804<br>98-00021805                                                                                           | 66710<br>66720                                                       | VO<br>VO                                     | 9/30/98<br>9/30/98                                                                              | 9/30/98<br>9/30/98                                                                              |
| 787 CENTER AVE #I |          |            | CATANEO, JOHN N *              | 10396  | 2900    | 01-00022670<br>02-00022670<br>03-00022670<br>04-00022670                                                             | 23456<br>23456<br>23456<br>23456                                     | RN<br>RN<br>RN<br>VO                         | 9/30/01<br>9/30/02<br>9/30/03<br>9/30/04                                                        | 9/30/01<br>9/30/02<br>9/30/03<br>9/30/04                                                        |
| 787 CENTER AVE #I |          |            | HARRIS RITTER DENTAL *         | 10396  | 4812    | 04-00023642<br>05-00023642<br>06-00023642                                                                            | 45610<br>45610<br>45610                                              | RN<br>RN<br>VO                               | 9/30/04<br>9/30/05<br>9/30/06                                                                   | 9/30/04<br>9/30/05<br>9/30/06                                                                   |
| 787 CENTER AVE #I |          |            | FLYNN, KENNETH *               | 10396  | 5389    | 05-00023889<br>06-00023889                                                                                           | 74310<br>74310                                                       | RN<br>VO                                     | 9/30/05<br>9/30/06                                                                              | 9/30/05<br>9/30/06                                                                              |
| 787 CENTER AVE #I |          |            | STEINMANN, TIFFANCY *          | 10396  | 5908    | 06-00024093                                                                                                          | 74310                                                                | VO                                           | 9/30/06                                                                                         | 9/30/06                                                                                         |
| 787 CENTER AVE #I |          |            | CORREA, FERNANDO *             | 10396  | 6561    | 08-00024394                                                                                                          | 74310                                                                | VO                                           | 9/30/08                                                                                         | 9/30/08                                                                                         |
| 787 CENTER AVE #I |          |            | REAL DEAL BARBER SHOP          | 10396  | 6825    | 08-00024480<br>09-00024480<br>10-00024480<br>11-00024694<br>12-00024694<br>13-00024694<br>14-00024694<br>15-00024694 | 16310<br>16310<br>16310<br>16310<br>16310<br>16310<br>16310<br>16310 | RN<br>RN<br>TR<br>RN<br>RN<br>RN<br>RN<br>2N | 9/30/08<br>9/30/09<br>9/30/10<br>9/30/10<br>9/30/11<br>9/30/12<br>9/30/13<br>9/30/14<br>9/30/15 | 9/30/08<br>9/30/09<br>9/30/10<br>9/30/10<br>9/30/11<br>9/30/12<br>9/30/13<br>9/30/14<br>9/30/15 |
| 787 CENTER AVE #J |          |            | SAXCO EXTERMINATING SERVICE*   | 13146  | 1891    | 00-00021790<br>98-00021790<br>99-00021790                                                                            | 32010<br>32010<br>32010                                              | VO<br>RN<br>RN                               | 9/30/00<br>9/30/98<br>9/30/99                                                                   | 9/30/00<br>9/30/98<br>9/30/99                                                                   |
| 787 CENTER AVE #J |          |            | EUROCOMPONENTS, INC *          | 13146  | 2818    | 00-00022587                                                                                                          | 53230                                                                | RN                                           | 9/30/00                                                                                         | 9/30/00                                                                                         |

| STREET ADDRESS           | BUSINESS                       | LOC ID | CTL NBR | LIC NBR                    | CLASS          | STAT     | EXPIRES            | VAL THRU           |
|--------------------------|--------------------------------|--------|---------|----------------------------|----------------|----------|--------------------|--------------------|
| ZIP - 32117801HOLLY HILL | FL                             |        |         |                            |                |          |                    |                    |
| 787 CENTER AVE #J        | EUROCOMPONENTS, INC *          | 13146  | 2818    | 01-00022587                | 53230          | VO       | 9/30/01            | 9/30/01            |
| 787 CENTER AVE #J        | ROBERSON, ULYSSES URBAN FASHI* | 13146  | 4643    | 04-00023561                | 53210          | VO       | 9/30/04            | 9/30/04            |
| 787 CENTER AVE #J        | LEE'S DENTAL TECHNOLOGY LLC *  | 13146  | 5280    | 05-00023833                | 00060          | VO       | 9/30/05            | 9/30/05            |
| 787 CENTER AVE #J        | TECH ONE CABLE *               | 13146  | 6415    | 07-00024331<br>08-00024331 | 20310<br>20310 | RN<br>VO | 9/30/07<br>9/30/08 | 9/30/07<br>9/30/08 |
| 787 CENTER AVE #J        | 386 BRAIDING SALON             | 13146  | 7698    | 10-00024799                | 16310          | VO       | 9/30/10            | 9/30/10            |



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

**City Commission  
Agenda Item**

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**MEETING DATE:** June 13, 2017  
**FROM:** Mark Juliano  
**SUBJECT:** FPL Binding Agreement for Contribution-In-Aid-Of-Construction  
for US-1 Overhead to Underground Phase  
**NUMBER:** (ID # 1690)  
**APPLICANT:**  
**PLANNER:**

---

**DISCUSSION:**

The City of Holly Hill, Florida is currently constructing the US-1 Utility Under Grounding Primaries Conversion (Mason Ave to Walker St). As part of this project the City is required to execute a binding agreement with FPL required for converting the area to underground. FPL has completed the binding cost estimates for the project in two agreements. The City is required to pay FPL a Contribution-in-Aid-of-Construction with the amount reduced by the GAF Waiver.

As follows:

- |                                                                            |                       |
|----------------------------------------------------------------------------|-----------------------|
| 1) Ridgewood - Phase 1 Conversion project (Mason Ave to 5 <sup>th</sup> ). | \$ 445 217.00         |
| 2) Ridgewood - Phase #2 Conversion project (5th St. to Walker St.)         | <u>\$ 988.906.00</u>  |
| <b>TOTAL</b>                                                               | <b>\$1,434,123.00</b> |

Less previously paid deposits for the engineering of \$2,400 for Phase 1 and \$8,640 for Phase 2, the total amount due from the City is \$1,423,083.00.

**FISCAL ANALYSIS:**

Monies for this item are available in 139-5590-552.65-00. The payment to FPL is \$1,423,083.00.

**STAFF RECOMMENDATION:**

It is recommended to approve the Contribution-in-Aid-of-Construction to FPL for the primaries conversion on US-1 from Mason to Walker.

**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:**

**AUTHORIZE THE CITY MANAGER TO APPROVE THE AGREEMENT AND ISSUE THE PAYMENT FOR CONTRIBUTION-IN-AID-OF-CONSTRUCTION TO FPL FOR THE PRIMARIES CONVERSION ON US-1 FROM MASON AVE. TO WALKER ST. FOR \$1,423,083.00.**

- Agreement FPL performs Some Work - Phase #1- Ridgewood Ave. -Mason to 5th St
- Agreement FPL performs Some Work - Phase #2- Ridgewood Ave. -5th St. to Walker St (PDF)
- Tarrif - Phase #1- Ridgewood Ave. -Mason to 5th St (PDF)
- Tarrif - Phase #2- Ridgewood Ave. -5th St. to Walker St (PDF)
- Cover Letter - Phase #1- Ridgewood Ave. -Mason to 5th St (PDF)
- Cover Letter - Phase #2- Ridgewood Ave. -5th St. to Walker St (PDF)



FLORIDA POWER &amp; LIGHT COMPANY

Eighth Revised Sheet No. 9.725  
Cancels Seventh Revised Sheet No. 9.725**UNDERGROUND FACILITIES CONVERSION AGREEMENT –  
GOVERNMENTAL ADJUSTMENT FACTOR WAIVER**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between **CITY OF HOLLY HILL** (“Local Government Applicant”), a Florida municipal corporation or county with an address of 1065 Ridgewood Ave., Holly Hill, FL 32117 and **FLORIDA POWER & LIGHT COMPANY** (“FPL”), a Florida corporation with an address of P.O. Box 14000, 700 Universe Boulevard, Juno Beach, FL 33408-0429.

WHEREAS, the Local Government Applicant has requested that FPL convert certain overhead electric distribution facilities located within the following boundaries (the “Conversion”): Along Ridgewood Ave. from 5<sup>th</sup> Street to Walker Street (collectively, the “Existing Overhead Facilities”, WR # 54874043) to underground facilities, including transformers, switch cabinets and other appurtenant facilities installed above ground as set forth in Attachment A hereof (collectively, the “Underground Facilities”, WR # 5487038).

NOW THEREFORE, in consideration of the foregoing premises and the covenants and agreements set forth herein, and other consideration the sufficiency of which is hereby acknowledged, the parties intending to be legally bound, hereby covenant and agree as follows:

1. **Governmental Adjustment Factor Waiver (“GAF Waiver”) Eligibility Criteria.** The Local Government Applicant represents and warrants that it meets the following eligibility criteria for the Conversion:
  - a. In order for the Conversion to incorporate a sufficient amount of overhead facilities to provide electrical continuity, the Conversion must include a minimum of approximately 3 pole line miles or approximately 200 detached dwelling units within contiguous or closely proximate geographic areas (the “Conversion Area”). The Conversion may be completed in mutually agreed upon phases, with the project size minimums applying to the aggregate project – provided that any necessary subsequent phase begins within a 1 year period from completion of the prior phase and the minimums are met within, at most, 3 phases; and
  - b. The Local Government Applicant must require all customers within the Conversion Area who currently have overhead service directly from the Existing Overhead Facilities to convert their service entrances to underground within 6 months of completion of the Underground Facilities installation or each phase thereof; and
  - c. The Local Government Applicant must be willing and able to execute a right of way (“ROW”) agreement with FPL if the Local Government Applicant requests that facilities be placed in the ROW; and
  - d. For any affected laterals, the complete lateral must be converted, including all stages of any multi-stage lateral; and
  - e. The Local Government Applicant must demonstrate to the reasonable satisfaction of FPL that the sum of the GAF Waiver credit plus any federal or state funds that the Local Government Applicant is able to use to support the Conversion does not exceed the otherwise applicable CIAC as calculated before application of the GAF Waiver.

Special Circumstances. Conversions which do not meet the project size minimums described in section 1.a are eligible for the GAF Waiver in the following special circumstances:

- i. 100% of the Existing Overhead Facilities within the Local Government Applicant’s corporate limits are to be converted, but are less than the pole line mileage or dwelling unit minimums; or
- ii. A single lateral that serves at least one Critical Infrastructure Facility as determined by the appropriate local agency with the mutual agreement of FPL; or
- iii. An island or peninsula where 100% of the Existing Overhead Facilities are to be converted; or

(Continued on Sheet No. 9.726)

## FLORIDA POWER &amp; LIGHT COMPANY

Fifth Revised Sheet No. 9.726  
Cancels Fourth Revised Sheet No. 9.726

(Continued from Sheet No. 9.725)

- iv. When the aggregate size of the first 3 phases of a project would satisfy the minimum size criteria but, for mutually-agreed engineering or logistical reasons, those phases are non-contiguous; provided that (a) the next (4<sup>th</sup>) phase must be adjacent to one or more of the first 3 phases such that the combined contiguous area meets the minimum size criteria, and (b) this 4<sup>th</sup> phase begins within 1 year from completion of the 3<sup>rd</sup> phase.
2. **Contribution-in-Aid-of-Construction (CIAC).** The Local Government Applicant shall pay FPL a CIAC as required by FPL's Electric Tariff and Section 25-6.115 of the Florida Administrative Code with the Otherwise Applicable CIAC amount reduced by the GAF Waiver.
- |                              |              |                                           |
|------------------------------|--------------|-------------------------------------------|
| i. Otherwise Applicable CIAC | \$ 1,483,378 | _____                                     |
| ii. GAF Waiver               | \$ 494,472   | _____                                     |
| iii. CIAC Due                | \$ 988,906   | _____ (Cust. performs some UG Work -C&C ) |

In the event the actual cost of the Conversion exceeds the estimate, the Otherwise Applicable CIAC shall be adjusted by the lesser of (a) the difference between the actual cost of the Conversion and the estimate, or (b) 10% of the Otherwise Applicable CIAC identified above. The GAF Waiver shall also be adjusted accordingly and the Local Government Applicant shall pay FPL the resulting difference in the amount of the CIAC Due.

3. **Applicant-Installed Facilities.** The Local Government Applicant may, upon entering into an applicant-installed facilities agreement satisfactory to FPL, construct and install all or a portion of the Underground Facilities. Such work must meet FPL's construction standards and FPL will own and maintain the completed facilities. The Local Government Applicant agrees to rectify any deficiencies, found by FPL, prior to the connection of any customers to the Underground Facilities and the removal of the Existing Overhead Facilities.
4. **Compliance with Tariff.** The Local Government Applicant agrees to comply with and abide by the requirements, terms, and conditions of FPL's Electric Tariff.
5. **Timing of Conversion.** Upon compliance by the Local Government Applicant with the requirements, terms, and conditions of FPL's Electric Tariff, this Agreement and any other applicable agreements, FPL will proceed in a timely manner with the Conversion in accordance with the construction drawings and specifications set forth in Attachment A hereof.
6. **Relocation.** In the event that the Underground Facilities are part of, or are for the purposes of, relocation, then this Agreement shall be an addendum to the relocation agreement between FPL and the Local Government Applicant. In the event of any conflict between the relocation agreement and this Agreement or the Electric Tariff, this Agreement and the Electric Tariff shall control.
7. **Term.** This Agreement shall remain in effect for as long as FPL or any successor or assign owns or operates the Underground Facilities.
8. **GAF Waiver Repayment.** If the Local Government Applicant does not satisfy the relevant eligibility criteria, the Local Government Applicant shall repay the GAF Waiver within 30 days of written notice from FPL of such failure. Additionally, if at any point within 30 years of completion of the Underground Facilities installation, the Local Government Applicant elects to have electric service within the Conversion Area supplied by a provider other than FPL, the Local Government Applicant shall repay FPL a pro-rata share of the GAF Waiver. The pro-rata share (which shall reflect partial years) shall be determined as follows:

$$\text{GAF Waiver} * [(30 - \text{years since the Underground Facilities completion date}) / 30]$$

(Continued on Sheet No. 9.727)

## FLORIDA POWER &amp; LIGHT COMPANY

Original Sheet No. 9.727

(Continued from Sheet No. 9.726)

9. **Termination Prior to the Conversion Completion.** Failure by the Local Government Applicant to comply with any of the requirements, terms, or conditions of this Agreement or FPL's Electric Tariff shall result in termination of this Agreement. The Local Government Applicant may terminate this Agreement at any time prior to the start of the Conversion and the CIAC paid by the Local Government Applicant will be refunded to the Local Government Applicant; provided however, that the refund of the CIAC shall be offset by any costs incurred by FPL in performing under the Agreement up to the date of termination.
10. **Assignment.** The Local Government Applicant shall not assign this Agreement without the written consent of FPL.
11. **Adoption and Recording.** This Agreement shall be adopted by the Local Government Applicant and maintained in the official records of the Local Government Applicant for the duration of the term of this Agreement. This Agreement also shall be recorded in the Official Records of the County in which the Underground Facilities are located, in the place and in the manner in which deeds are typically recorded.
12. **Conflict between Terms of Franchise Agreement.** In the event of a conflict between the terms of this Agreement and any permit or franchise agreement entered into by Local Government Applicant and FPL, the terms of this Agreement shall control.

IN WITNESS WHEREOF, FPL and the Local Government Applicant have executed this Agreement on the date first set forth above.

## CITY OF HOLLY HILL

## FPL

Signed \_\_\_\_\_

Signed \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Signed \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Approved as to Terms and Conditions

Signed \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Approved as to Form and Legal Sufficiency

Signed \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

## Overhead to Underground Conversion - Customer Cost Sheet

Project: Holly Hill - US #1 - Phase #2 (5th to Walker) Date Estimate Provided to Customer: May 22, 2017

Customer Performs Some Work - Conduit & Concrete Products Installation

### Underground Cost

|                                |             |                                                                   |
|--------------------------------|-------------|-------------------------------------------------------------------|
| New UG Installation (+)        | \$1,281,330 | Cost for FPL to install new underground facilities                |
| Equivalent OH Installation (-) | (\$523,573) | Cost to install an overhead system at current hardening standards |

### Existing Overhead Cost

|                                    |                    |                                                                      |
|------------------------------------|--------------------|----------------------------------------------------------------------|
| OH Removal Cost & Make ready (+)   | \$631,590          | Cost for FPL to remove existing overhead facilities                  |
| Existing OH Value (+)              | \$82,106           | Net Book Value of existing OH facilities to be removed               |
| Operational Costs Differential (+) | \$11,925           | 30-year Net present value of the est. operational OH / UG Diff. cost |
| Salvage Value (-)                  | \$0                | Credit for re-usable items                                           |
| <b>Subtotal*</b>                   | <b>\$1,483,378</b> | Total customer contribution as specified in Tariff 12.2.3            |
| <b>GAF</b>                         | <b>(\$494,472)</b> |                                                                      |
| <b>CIAC</b>                        | <b>\$988,906</b>   |                                                                      |
| Engineering Deposit (-)            | (\$8,640)          | Engineering deposit previously collected                             |
| <b>Net Due FPL</b>                 | <b>\$980,266</b>   | Total customer contribution owed                                     |

### Cost Breakdowns for Customer Contributions

|                                    | Total              | Labor/Vehicle    | Material         | Direct Engineering,<br>Supervision, and Support |
|------------------------------------|--------------------|------------------|------------------|-------------------------------------------------|
| New UG Facilities (+)              | \$1,281,330        | \$341,408        | \$634,718        | \$305,204                                       |
| Credit for equivalent OH (-)       | (\$523,573)        | (\$259,603)      | (\$168,225)      | (\$95,745)                                      |
| OH Removal Cost & Make ready (+)   | \$631,590          | \$432,444        | \$96,795         | \$102,351                                       |
| <b>Total</b>                       | <b>\$1,389,347</b> | <b>\$514,249</b> | <b>\$563,288</b> | <b>\$311,810</b>                                |
| Net Book Value (+)                 | \$82,106           |                  |                  |                                                 |
| Operational Costs Differential (+) | \$11,925           | (1.4 miles)      |                  |                                                 |
| Salvage Value (-)                  | \$0                |                  |                  |                                                 |
| <b>Subtotal*</b>                   | <b>\$1,483,378</b> |                  |                  |                                                 |
| <b>GAF</b>                         | <b>(\$494,472)</b> |                  |                  |                                                 |
| <b>CIAC</b>                        | <b>\$988,906</b>   |                  |                  |                                                 |
| Engineering Deposit (-)            | (\$8,640)          |                  |                  |                                                 |
| <b>Net Due FPL</b>                 | <b>\$980,266</b>   |                  |                  |                                                 |

### Major Material Breakdown

|         | Quantity | Item                            |
|---------|----------|---------------------------------|
| Install | 71,171   | Primary UG Cable (feet)         |
|         | 10       | UG Switch Cabinet               |
|         | 32       | UG Transformer (each)           |
|         | 5        | Splice box for UG feeder (each) |
| Remove  | 24,601   | OH Primary Conductor (feet)     |
|         | 98       | Poles (each)                    |
|         | 33       | OH Transformer (each)           |
|         | 171      | Primary UG Cable (feet)         |

## FLORIDA POWER &amp; LIGHT COMPANY

Fifth Revised Sheet No. 6.300  
Cancels Fourth Revised Sheet No. 6.300INSTALLATION OF UNDERGROUND ELECTRIC DISTRIBUTION FACILITIES  
FOR THE CONVERSION OF OVERHEAD ELECTRIC DISTRIBUTION FACILITIES

## SECTION 12.1 DEFINITIONS

**APPLICANT** - Any person, corporation, or entity capable of complying with the requirements of this tariff that has made a written request for underground electric distribution facilities in accordance with this tariff.

**CONVERSION** - Any installation of underground electric distribution facilities where the underground facilities will be substituted for existing overhead electric distribution facilities, including relocations.

**CONTRIBUTION-IN-AID-OF-CONSTRUCTION (CIAC)** - The CIAC to be paid by an Applicant under this tariff section shall be the result of the following formula:

CIAC =

- 1) The estimated cost to install the requested underground facilities;
- + 2) The estimated cost to remove the existing overhead facilities;
- + 3) The net book value of the existing overhead facilities;
- 4) The estimated cost that would be incurred to install new overhead facilities, in lieu of underground, to replace the existing overhead facilities (the "Hypothetical Overhead Facilities");
- 5) The estimated salvage value of the existing overhead facilities to be removed;
- + 6) The 30-year net present value of the estimated non-storm underground v. overhead operational costs differential;
- 7) The 30-year net present value of the estimated average Avoided Storm Restoration Costs ("ASRC") calculated as a percentage of the sum of lines 1) through 6). Simplified eligibility criteria for each ASRC Tier are summarized below. Applicants must enter into an Underground Facilities Conversion Agreement with the Company which provides full details on terms, conditions and compliance requirements.

| <u>Tier</u> | <u>Percentage</u> | <u>Pole-Line Miles</u> | <u>Customer Conversions</u> | <u>Completion</u> |
|-------------|-------------------|------------------------|-----------------------------|-------------------|
| 1 *         | 25%               | 3 or more              | 100%                        | 3 phases          |
| 2           | 10%               | 1 to <3                | 100%                        | 3 phases          |
| 3           | 5%                | < 1                    | n/a                         | n/a               |

\* The GAF Waiver will apply in lieu of Tier 1 ASRC for eligible conversions by Local Government Applicants.

GAF Waiver

For Applicants entering into an Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver with the Company, the otherwise applicable CIAC amount, as calculated above, shall be reduced by the GAF Waiver. The amount of the GAF Waiver shall be calculated as follows:

GAF Waiver =

- 25% x the otherwise applicable CIAC;
- + 75% x the ASRC (avoids double-counting the ASRC embedded in the otherwise applicable CIAC.)

If the Applicant elects to construct and install all or part of the underground facilities, then for purposes of calculating the ASRC or the GAF Waiver amount only, the otherwise applicable CIAC shall be adjusted to add FPL's estimated cost for the Applicant-performed work. In addition, the Direct Engineering, Supervision, and Support (DESS) costs associated with this Applicant-performed work will be reduced by 20% from the amount that would have applied if FPL performed this work.

**DISTRIBUTION SYSTEM** - Electric service facilities consisting of primary and secondary conductors, service drops, service laterals, conduits, transformers and necessary accessories and appurtenances for the furnishing of electric power at utilization voltage.

**SERVICE FACILITIES** - The entire length of conductors between the distribution source, including any conduit and or risers at a pole or other structure or from transformers, from which only one point of service will result, and the first point of connection to the service entrance conductors at a weatherhead, in a terminal, or meter box outside the building wall; the terminal or meter box; and the meter.

(Continued on Sheet No. 6.301)



Original Sheet No. 6.301

## FLORIDA POWER &amp; LIGHT COMPANY

(Continued from Sheet No. 6.300)

## SECTION 12.2 GENERAL

12.2.1 Application

This tariff section applies to all requests for underground electric distribution facilities where the facilities requested will be substituted for existing overhead electric distribution facilities. Any person, corporation, or entity capable of complying with the requirements of this tariff may submit a request as follows. Requests shall be in writing and must specify in detail the overhead electric distribution facilities to be converted or the area to be served by underground electric distribution facilities in lieu of presently existing overhead electric distribution facilities serving said area. Upon receipt of a written request, FPL will determine the feasibility of converting the existing facilities, any necessary revisions to this written request, and the non-refundable deposit amount necessary to secure a binding cost estimate and notify the applicant of said amount.

12.2.2 Contribution-in-Aid-Of-Construction (CIAC)

Upon the payment of a non-refundable deposit by an Applicant, FPL shall prepare a binding cost estimate specifying the contribution in aid of construction (CIAC) required for the installation of the requested underground distribution facilities, where the installation of such facilities is feasible, and provide said estimate to the Applicant upon completion of the estimate along with either an Underground Facilities Conversion Agreement or an Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver. The CIAC amount to be collected pursuant to a binding cost estimate from an Applicant shall not be increased by more than 10 percent of the binding cost estimate to account for actual costs incurred in excess of the binding cost estimate. However, the CIAC may be subject to increase or refund if the project scope is enlarged or reduced at the request of the Applicant, or the CIAC is found to have a material error prior to the commencement of construction. The binding cost estimate provided to an Applicant shall be considered expired if the Applicant does not enter into either an Underground Facilities Conversion Agreement or an Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver and pay the CIAC amount specified for the installation of the requested underground electric distribution facilities within 180 days of delivery of the binding cost estimate to the Applicant by FPL.

(Continued on Sheet No. 6.310)



## FLORIDA POWER &amp; LIGHT COMPANY

Third Revised Sheet No. 6.310  
Cancels Second Revised Sheet No. 6.310

(Continued from Sheet No. 6.301)

12.2.3 Non-Refundable Deposits

The non-refundable deposit for a binding cost estimate for conversion to a direct buried cable in conduit underground electric distribution system shall be determined by multiplying the number of pole line feet of existing overhead electric distribution facilities to be converted by \$1.20. The deposit must be paid to FPL to initiate the estimating process. The deposit will not be refundable, however, it will be applied in the calculation of the CIAC required for the installation of underground distribution facilities. The deposit and the preparation of a binding cost estimate are a prerequisite to the execution of either an Underground Facilities Conversion Agreement or an Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver. If the request for underground electric distribution facilities involves the conversion of less than 250 pole line feet of existing overhead facilities, then no deposit will be required for a binding cost estimate, provided, however, that all other requirements of this tariff shall still apply.

12.2.4 Non-Binding Cost Estimates

Any person, corporation, or entity may request a non-binding cost estimate free of charge. The non-binding cost estimate shall be an order of magnitude estimate to assist the requestor in determining whether to go forward with a binding cost estimate. Neither an Underground Facilities Conversion Agreement nor an Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver may be executed on the basis of a non-binding cost estimate.

12.2.5 Underground Facilities Conversion Agreement

Any Applicant seeking the installation of underground distribution facilities pursuant to a written request hereunder shall execute either the Underground Facilities Conversion Agreement set forth in this tariff at Sheet No. 9.720 or, if applicable, the Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver set forth in this tariff at Sheet No. 9.725. The applicable Agreement must be executed and the CIAC paid by the Applicant within 180 days of the delivery of the binding cost estimate to the Applicant. Failure to execute the applicable Agreement and pay the CIAC specified in the Agreement within the 180 day time limit, or termination of the Agreement, shall result in the expiration of the binding cost estimate. Any subsequent request for underground facilities will require the payment of a new deposit and the presentation of a new binding cost estimate. For good cause FPL may extend the 180 day time limit. Upon execution of either the Underground Facilities Conversion Agreement or the Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver, payment in full of the CIAC specified in the binding cost estimate, and compliance with the requirements of this tariff, FPL shall proceed to convert the facilities identified in a timely manner. However, new service extensions, maintenance and reliability projects, and service restorations shall take precedence over facilities conversions.

12.2.6 Simultaneous Conversion of Other Pole Licensees

Before the initiation of any project to provide underground electric distribution facilities pursuant to either an Underground Facilities Conversion Agreement or an Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver the Applicant shall have executed agreements with all affected pole licensees (e.g. telephone, cable TV, etc.) for the simultaneous conversion of those pole licensees' facilities and provide FPL with an executed copy of the Agreement(s). Such agreements shall specifically acknowledge that the affected pole licensees will coordinate their conversion with FPL and other licensees in a timely manner so as to not create unnecessary delays. Failure to present FPL with executed copies of any necessary agreements with affected pole licensees within 180 days after delivery of the binding cost estimate to the Applicant shall result in the expiration of the binding cost estimate, the return of any CIAC paid, and the termination of any Underground Facilities Conversion Agreement or Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver entered into between the Applicant and FPL.

12.2.7 Easements

Before the initiation of any project to provide underground electric distribution facilities pursuant to either an Underground Facilities Conversion Agreement or an Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver, the Applicant shall provide FPL, at no cost to FPL, all easements, including legal descriptions of such easements and all survey work associated with producing legal descriptions of such easements, specified as necessary by FPL to accommodate the requested underground facilities along with an opinion of title that the easements are valid. Failure to provide the easements in the manner set forth above within 180 days after the delivery of the binding cost estimate to the Applicant shall result in the expiration of the binding cost estimate, the return of any CIAC paid, and the termination of any Underground Facilities Conversion Agreement or Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver entered into between the Applicant and FPL.

(Continued on Sheet No. 6.320)

## FLORIDA POWER &amp; LIGHT COMPANY

Third Revised Sheet No. 6.320  
Cancels Second Revised Sheet No. 6.320

(Continued from Sheet No. 6.310)

12.2.8 Affected Customer Services

The Applicant shall be responsible for the costs associated with any modifications to the service facilities of customers affected by the conversion of FPL distribution facilities which are made necessary as a result of the conversion. The Applicant shall be responsible for arranging the conversion of affected residential overhead customer service facilities by providing, at no cost to FPL:

- a) any necessary rearranging of the customer's existing electric service entrance facilities to accommodate an underground service lateral through the use of a licensed electrical contractor, in accordance with all local ordinances, codes, and FPL specifications; and
- b) a suitable trench, install FPL provided conduit according to FPL specifications to a point designated by FPL, and perform the backfilling and any landscape, pavement or other similar repairs

FPL shall be responsible for the installation of the service lateral cable, the cost of which shall be included in the Applicant's binding cost estimate. In the event a customer does not allow the Applicant to convert the customer's affected overhead services, or the Applicant fails to comply with the above requirements in a timely manner consistent with FPL's conversion construction schedule, then the Applicant shall pay FPL, in addition to the CIAC specified in the binding cost estimate, the costs associated with maintaining service to said customer through an overhead service drop. The cost for maintaining an overhead service drop from an underground system shall be:

- a) the sum of \$789 for residential dwellings containing less than five individual units; or,
- b) the estimated cost to maintain service for residential dwellings containing five or more individual units.

For existing residential underground service laterals affected by a conversion the Applicant shall be responsible for the trenching, backfilling and any landscape, pavement or other similar repairs and installation of FPL provided conduit, according to FPL specifications, necessary to bring existing underground service laterals of affected customers to an FPL designated handhole or transformer. FPL will install the necessary cable, the cost of which shall be included in the binding cost estimate. However, in the event that a customer owned service lateral fails on connection to the underground distribution system the customer will be responsible for the replacement of their service lateral or compliance with section 10.5 of FPL's tariff.

The Applicant's responsibilities for modifications to the service facilities of non-residential customers affected by the conversion of FPL distribution facilities which are made necessary as a result of the conversion will be specified in an attachment to any Underground Facilities Conversion Agreement or Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver.

12.2.9 Other Terms and Conditions

Through the execution of either the Underground Facilities Conversion Agreement set forth in this tariff at Sheet No. 9.720 or the Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver set forth in this tariff at Sheet No. 9.725 the Applicant agrees to the following:

- a) The Applicant shall be responsible for all restoration of, repair of, or compensation for, property affected, damaged, or destroyed, to accommodate the installation of underground distribution facilities and the removal of FPL's overhead distribution facilities;
- b) subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company - Governmental, FPL's General Rules and Regulations, the Applicant shall indemnify FPL from any claim, suit, or other proceeding, which seeks the restoration of, or repair of, or compensation for, property affected, damaged, or destroyed, to remove existing facilities or to accommodate the installation of underground distribution facilities arising from or brought as a result of the installation of underground distribution facilities;
- c) the Applicant shall clear easements provided to FPL of trees, tree stumps and other obstructions that conflict with construction or installation of underground distribution facilities in a timely manner consistent with FPL's construction schedule.

(Continued on Sheet No. 6.330)

## FLORIDA POWER &amp; LIGHT COMPANY

Second Revised Sheet No. 6.330  
Cancels First Revised Sheet No. 6.330

(Continued from Sheet No. 6.320)

12.2.10 Type of System Provided

An underground distribution system will be provided in accordance with FPL's current design and construction standards.

12.2.11 Design and Ownership

FPL will design, install, own, and maintain the electric distribution facilities up to the designated point of delivery except as otherwise noted. The Applicant may, subject to a contractual agreement with FPL, construct and install all or a portion of the underground distribution facilities provided that:

- a) such work meets FPL's construction standards;
- b) FPL will own and maintain the completed distribution facilities;
- c) the construction and installation of underground distribution facilities by the Applicant is not expected to cause the general body of ratepayers to incur greater costs;
- d) the Applicant agrees to pay FPL's current applicable hourly rate for engineering personnel for all time spent for (i) reviewing and inspecting the Applicant's work done, and (ii) developing any separate cost estimate(s) that are either requested by the Applicant to reflect only FPL's portion of the work or are required by FPL to reflect both the Applicant's and FPL's portions of the work for the purpose of a GAF Waiver calculation pursuant to an Underground Facilities Conversion Agreement – Governmental Adjustment Factor Waiver; and
- e) the Applicant agrees to rectify any deficiencies found by FPL prior to the connection of any Customers to the underground electric distribution system and the removal of the overhead electric distribution facilities.

12.2.12 Relocation

Where underground electric facilities are requested as part of, or for the purpose of, relocation, the requirements of this tariff shall apply. As applicable, the Underground Facilities Conversion Agreement or the Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver shall be executed as an addendum to the relocation agreement between FPL and the Applicant. In the event of any conflict between the relocation agreement and this tariff, the tariff shall control. Furthermore, where the regulations of the Federal or State Department of Transportation (DOT) prevent pre-payment of deposits and other conversion costs, the Federal or State DOT may pay the CIAC after the work has been performed.

## FLORIDA POWER &amp; LIGHT COMPANY

Fifth Revised Sheet No. 6.300  
Cancels Fourth Revised Sheet No. 6.300INSTALLATION OF UNDERGROUND ELECTRIC DISTRIBUTION FACILITIES  
FOR THE CONVERSION OF OVERHEAD ELECTRIC DISTRIBUTION FACILITIES

## SECTION 12.1 DEFINITIONS

**APPLICANT** - Any person, corporation, or entity capable of complying with the requirements of this tariff that has made a written request for underground electric distribution facilities in accordance with this tariff.

**CONVERSION** - Any installation of underground electric distribution facilities where the underground facilities will be substituted for existing overhead electric distribution facilities, including relocations.

**CONTRIBUTION-IN-AID-OF-CONSTRUCTION (CIAC)** - The CIAC to be paid by an Applicant under this tariff section shall be the result of the following formula:

CIAC =

- 1) The estimated cost to install the requested underground facilities;
- + 2) The estimated cost to remove the existing overhead facilities;
- + 3) The net book value of the existing overhead facilities;
- 4) The estimated cost that would be incurred to install new overhead facilities, in lieu of underground, to replace the existing overhead facilities (the "Hypothetical Overhead Facilities");
- 5) The estimated salvage value of the existing overhead facilities to be removed;
- + 6) The 30-year net present value of the estimated non-storm underground v. overhead operational costs differential;
- 7) The 30-year net present value of the estimated average Avoided Storm Restoration Costs ("ASRC") calculated as a percentage of the sum of lines 1) through 6). Simplified eligibility criteria for each ASRC Tier are summarized below. Applicants must enter into an Underground Facilities Conversion Agreement with the Company which provides full details on terms, conditions and compliance requirements.

| <u>Tier</u> | <u>Percentage</u> | <u>Pole-Line Miles</u> | <u>Customer Conversions</u> | <u>Completion</u> |
|-------------|-------------------|------------------------|-----------------------------|-------------------|
| 1 *         | 25%               | 3 or more              | 100%                        | 3 phases          |
| 2           | 10%               | 1 to <3                | 100%                        | 3 phases          |
| 3           | 5%                | < 1                    | n/a                         | n/a               |

\* The GAF Waiver will apply in lieu of Tier 1 ASRC for eligible conversions by Local Government Applicants.

GAF Waiver

For Applicants entering into an Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver with the Company, the otherwise applicable CIAC amount, as calculated above, shall be reduced by the GAF Waiver. The amount of the GAF Waiver shall be calculated as follows:

GAF Waiver =

- 25% x the otherwise applicable CIAC;
- + 75% x the ASRC (avoids double-counting the ASRC embedded in the otherwise applicable CIAC.)

If the Applicant elects to construct and install all or part of the underground facilities, then for purposes of calculating the ASRC or the GAF Waiver amount only, the otherwise applicable CIAC shall be adjusted to add FPL's estimated cost for the Applicant-performed work. In addition, the Direct Engineering, Supervision, and Support (DESS) costs associated with this Applicant-performed work will be reduced by 20% from the amount that would have applied if FPL performed this work.

**DISTRIBUTION SYSTEM** - Electric service facilities consisting of primary and secondary conductors, service drops, service laterals, conduits, transformers and necessary accessories and appurtenances for the furnishing of electric power at utilization voltage.

**SERVICE FACILITIES** - The entire length of conductors between the distribution source, including any conduit and or risers at a pole or other structure or from transformers, from which only one point of service will result, and the first point of connection to the service entrance conductors at a weatherhead, in a terminal, or meter box outside the building wall; the terminal or meter box; and the meter.

(Continued on Sheet No. 6.301)

Original Sheet No. 6.301

## FLORIDA POWER &amp; LIGHT COMPANY

(Continued from Sheet No. 6.300)

## SECTION 12.2 GENERAL

12.2.1 Application

This tariff section applies to all requests for underground electric distribution facilities where the facilities requested will be substituted for existing overhead electric distribution facilities. Any person, corporation, or entity capable of complying with the requirements of this tariff may submit a request as follows. Requests shall be in writing and must specify in detail the overhead electric distribution facilities to be converted or the area to be served by underground electric distribution facilities in lieu of presently existing overhead electric distribution facilities serving said area. Upon receipt of a written request, FPL will determine the feasibility of converting the existing facilities, any necessary revisions to this written request, and the non-refundable deposit amount necessary to secure a binding cost estimate and notify the applicant of said amount.

12.2.2 Contribution-in-Aid-Of-Construction (CIAC)

Upon the payment of a non-refundable deposit by an Applicant, FPL shall prepare a binding cost estimate specifying the contribution in aid of construction (CIAC) required for the installation of the requested underground distribution facilities, where the installation of such facilities is feasible, and provide said estimate to the Applicant upon completion of the estimate along with either an Underground Facilities Conversion Agreement or an Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver. The CIAC amount to be collected pursuant to a binding cost estimate from an Applicant shall not be increased by more than 10 percent of the binding cost estimate to account for actual costs incurred in excess of the binding cost estimate. However, the CIAC may be subject to increase or refund if the project scope is enlarged or reduced at the request of the Applicant, or the CIAC is found to have a material error prior to the commencement of construction. The binding cost estimate provided to an Applicant shall be considered expired if the Applicant does not enter into either an Underground Facilities Conversion Agreement or an Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver and pay the CIAC amount specified for the installation of the requested underground electric distribution facilities within 180 days of delivery of the binding cost estimate to the Applicant by FPL.

(Continued on Sheet No. 6.310)



## FLORIDA POWER &amp; LIGHT COMPANY

Third Revised Sheet No. 6.310  
Cancels Second Revised Sheet No. 6.310

(Continued from Sheet No. 6.301)

12.2.3 Non-Refundable Deposits

The non-refundable deposit for a binding cost estimate for conversion to a direct buried cable in conduit underground electric distribution system shall be determined by multiplying the number of pole line feet of existing overhead electric distribution facilities to be converted by \$1.20. The deposit must be paid to FPL to initiate the estimating process. The deposit will not be refundable, however, it will be applied in the calculation of the CIAC required for the installation of underground distribution facilities. The deposit and the preparation of a binding cost estimate are a prerequisite to the execution of either an Underground Facilities Conversion Agreement or an Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver. If the request for underground electric distribution facilities involves the conversion of less than 250 pole line feet of existing overhead facilities, then no deposit will be required for a binding cost estimate, provided, however, that all other requirements of this tariff shall still apply.

12.2.4 Non-Binding Cost Estimates

Any person, corporation, or entity may request a non-binding cost estimate free of charge. The non-binding cost estimate shall be an order of magnitude estimate to assist the requestor in determining whether to go forward with a binding cost estimate. Neither an Underground Facilities Conversion Agreement nor an Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver may be executed on the basis of a non-binding cost estimate.

12.2.5 Underground Facilities Conversion Agreement

Any Applicant seeking the installation of underground distribution facilities pursuant to a written request hereunder shall execute either the Underground Facilities Conversion Agreement set forth in this tariff at Sheet No. 9.720 or, if applicable, the Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver set forth in this tariff at Sheet No. 9.725. The applicable Agreement must be executed and the CIAC paid by the Applicant within 180 days of the delivery of the binding cost estimate to the Applicant. Failure to execute the applicable Agreement and pay the CIAC specified in the Agreement within the 180 day time limit, or termination of the Agreement, shall result in the expiration of the binding cost estimate. Any subsequent request for underground facilities will require the payment of a new deposit and the presentation of a new binding cost estimate. For good cause FPL may extend the 180 day time limit. Upon execution of either the Underground Facilities Conversion Agreement or the Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver, payment in full of the CIAC specified in the binding cost estimate, and compliance with the requirements of this tariff, FPL shall proceed to convert the facilities identified in a timely manner. However, new service extensions, maintenance and reliability projects, and service restorations shall take precedence over facilities conversions.

12.2.6 Simultaneous Conversion of Other Pole Licensees

Before the initiation of any project to provide underground electric distribution facilities pursuant to either an Underground Facilities Conversion Agreement or an the Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver the Applicant shall have executed agreements with all affected pole licensees (e.g. telephone, cable TV, etc.) for the simultaneous conversion of those pole licensees' facilities and provide FPL with an executed copy of the Agreement(s). Such agreements shall specifically acknowledge that the affected pole licensees will coordinate their conversion with FPL and other licensees in a timely manner so as to not create unnecessary delays. Failure to present FPL with executed copies of any necessary agreements with affected pole licensees within 180 days after delivery of the binding cost estimate to the Applicant shall result in the expiration of the binding cost estimate, the return of any CIAC paid, and the termination of any Underground Facilities Conversion Agreement or Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver entered into between the Applicant and FPL.

12.2.7 Easements

Before the initiation of any project to provide underground electric distribution facilities pursuant to either an Underground Facilities Conversion Agreement or an Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver, the Applicant shall provide FPL, at no cost to FPL, all easements, including legal descriptions of such easements and all survey work associated with producing legal descriptions of such easements, specified as necessary by FPL to accommodate the requested underground facilities along with an opinion of title that the easements are valid. Failure to provide the easements in the manner set forth above within 180 days after the delivery of the binding cost estimate to the Applicant shall result in the expiration of the binding cost estimate, the return of any CIAC paid, and the termination of any Underground Facilities Conversion Agreement or Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver entered into between the Applicant and FPL.

(Continued on Sheet No. 6.320)



## FLORIDA POWER &amp; LIGHT COMPANY

Third Revised Sheet No. 6.320  
Cancels Second Revised Sheet No. 6.320

(Continued from Sheet No. 6.310)

**12.2.8 Affected Customer Services**

The Applicant shall be responsible for the costs associated with any modifications to the service facilities of customers affected by the conversion of FPL distribution facilities which are made necessary as a result of the conversion. The Applicant shall be responsible for arranging the conversion of affected residential overhead customer service facilities by providing, at no cost to FPL:

- a) any necessary rearranging of the customer's existing electric service entrance facilities to accommodate an underground service lateral through the use of a licensed electrical contractor, in accordance with all local ordinances, codes, and FPL specifications; and
- b) a suitable trench, install FPL provided conduit according to FPL specifications to a point designated by FPL, and perform the backfilling and any landscape, pavement or other similar repairs

FPL shall be responsible for the installation of the service lateral cable, the cost of which shall be included in the Applicant's binding cost estimate. In the event a customer does not allow the Applicant to convert the customer's affected overhead services, or the Applicant fails to comply with the above requirements in a timely manner consistent with FPL's conversion construction schedule, then the Applicant shall pay FPL, in addition to the CIAC specified in the binding cost estimate, the costs associated with maintaining service to said customer through an overhead service drop. The cost for maintaining an overhead service drop from an underground system shall be:

- a) the sum of \$789 for residential dwellings containing less than five individual units; or,
- b) the estimated cost to maintain service for residential dwellings containing five or more individual units.

For existing residential underground service laterals affected by a conversion the Applicant shall be responsible for the trenching, backfilling and any landscape, pavement or other similar repairs and installation of FPL provided conduit, according to FPL specifications, necessary to bring existing underground service laterals of affected customers to an FPL designated handhole or transformer. FPL will install the necessary cable, the cost of which shall be included in the binding cost estimate. However, in the event that a customer owned service lateral fails on connection to the underground distribution system the customer will be responsible for the replacement of their service lateral or compliance with section 10.5 of FPL's tariff.

The Applicant's responsibilities for modifications to the service facilities of non-residential customers affected by the conversion of FPL distribution facilities which are made necessary as a result of the conversion will be specified in an attachment to any Underground Facilities Conversion Agreement or Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver.

**12.2.9 Other Terms and Conditions**

Through the execution of either the Underground Facilities Conversion Agreement set forth in this tariff at Sheet No. 9.720 or the Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver set forth in this tariff at Sheet No. 9.725 the Applicant agrees to the following:

- a) The Applicant shall be responsible for all restoration of, repair of, or compensation for, property affected, damaged, or destroyed, to accommodate the installation of underground distribution facilities and the removal of FPL's overhead distribution facilities;
- b) subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company – Governmental, FPL's General Rules and Regulations, the Applicant shall indemnify FPL from any claim, suit, or other proceeding, which seeks the restoration of, or repair of, or compensation for, property affected, damaged, or destroyed, to remove existing facilities or to accommodate the installation of underground distribution facilities arising from or brought as a result of the installation of underground distribution facilities;
- c) the Applicant shall clear easements provided to FPL of trees, tree stumps and other obstructions that conflict with construction or installation of underground distribution facilities in a timely manner consistent with FPL's construction schedule.

(Continued on Sheet No. 6.330)

## FLORIDA POWER &amp; LIGHT COMPANY

Second Revised Sheet No. 6.330  
Cancels First Revised Sheet No. 6.330

(Continued from Sheet No. 6.320)

12.2.10 Type of System Provided

An underground distribution system will be provided in accordance with FPL's current design and construction standards.

12.2.11 Design and Ownership

FPL will design, install, own, and maintain the electric distribution facilities up to the designated point of delivery except as otherwise noted. The Applicant may, subject to a contractual agreement with FPL, construct and install all or a portion of the underground distribution facilities provided that:

- a) such work meets FPL's construction standards;
- b) FPL will own and maintain the completed distribution facilities;
- c) the construction and installation of underground distribution facilities by the Applicant is not expected to cause the general body of ratepayers to incur greater costs;
- d) the Applicant agrees to pay FPL's current applicable hourly rate for engineering personnel for all time spent for (i) reviewing and inspecting the Applicant's work done, and (ii) developing any separate cost estimate(s) that are either requested by the Applicant to reflect only FPL's portion of the work or are required by FPL to reflect both the Applicant's and FPL's portions of the work for the purpose of a GAF Waiver calculation pursuant to an Underground Facilities Conversion Agreement – Governmental Adjustment Factor Waiver; and
- e) the Applicant agrees to rectify any deficiencies found by FPL prior to the connection of any Customers to the underground electric distribution system and the removal of the overhead electric distribution facilities.

12.2.12 Relocation

Where underground electric facilities are requested as part of, or for the purpose of, relocation, the requirements of this tariff shall apply. As applicable, the Underground Facilities Conversion Agreement or the Underground Facilities Conversion Agreement - Governmental Adjustment Factor Waiver shall be executed as an addendum to the relocation agreement between FPL and the Applicant. In the event of any conflict between the relocation agreement and this tariff, the tariff shall control. Furthermore, where the regulations of the Federal or State Department of Transportation (DOT) prevent pre-payment of deposits and other conversion costs, the Federal or State DOT may pay the CIAC after the work has been performed.



Florida Power & Light Company, 2455 Port West Blvd., West Palm Beach, FL 33407

May 22, 2017

Mr. Joe Forte  
City Manager  
City of Holly Hill  
1065 Ridgewood Avenue  
Holly Hill, FL 32117

**Re: City of Holly Hill  
Electric Facilities Conversion  
Phase #1 – Ridgewood Ave. – Mason Ave. to 5<sup>th</sup> St.  
Binding Cost Estimate  
WR # 5004465**

Dear Mr. Forte:

FPL welcomes the opportunity to assist you in determining if underground service is right for your area. As per your request, FPL has completed a binding cost estimate for the project designated as the Ridgewood - Phase 1 Conversion project. The binding cost estimate amount, known as the Contribution In Aid of Construction (C.I.A.C.), required for converting the area to underground is \$650,406. This estimate is based on the attached underground design. In addition, the cost estimate includes a more than \$450,000 adjustment credit for both FPL's Government Adjustment Factor (G.A.F.) Waiver and as required in the C.I.A.C. formula, tariff Section 12.1, credit for an equivalent overhead system designed at the current hardened (i.e. extreme wind) standard. Further the cost assumes the following:

- Direction Bore Method of Construction
- All work will be performed during the daylight hours, Monday through Friday, 8 A.M. to 5 P.M.. Any after hours work, e.g. disconnect / reconnect service appointments or requiring construction at night, would be an additional expense for the City.

This binding cost estimate is valid for 180 days and a response must be received within that timeframe. Should you agree to move forward with the project, please sign and return the enclosed documents. Once we receive the acceptance package (e.g. partially executed documents and C.I.A.C. payment), we will commence the construction process (i.e. initiate bid requests and material purchasing). Any deposits that you have already paid will be applied towards the C.I.A.C. and you must pay the remaining difference of \$648,006.00

Page 2

before we begin construction. Failure to execute the applicable Agreement and pay the C.I.A.C. specified in the Agreement within the 180 day time limit, or termination of the Agreement, shall result in the expiration of the binding cost estimate. However, if you choose to cancel your request or not respond in time, your engineering deposit will not be returned and the estimate will be withdrawn.

This estimate only includes the charges to be paid to FPL. There are additional costs which are the customer's responsibility and should also be considered. These potential costs include:

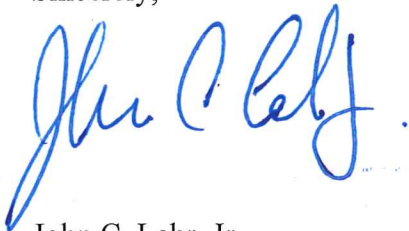
- Site restoration (sod, landscaping, pavement, sidewalks, etc).
- Rearrangement of customer electric service entrances (requires electrician) from overhead to underground. Also, additional customer expense if local inspecting authorities require customer wiring to be brought up to current codes.
- Removal and burial of other utilities (e.g. telecom, CATV, etc.).
- Any project scope changes that modify the enclosed drawings.
- Acquiring, describing, securing and recording of easements for underground facilities.

In addition, attached is the additional estimate the City requested for Phase #1.

- Customer Performs Some Work – Conduit & Concrete Products Installation.

We look forward to working with you and your staff as this project progresses. If you have any questions, please contact me at 561-845-4624.

Sincerely,



John C. Lehr, Jr.  
Manager – OH /UG Conversions  
Power Delivery  
FPL

Attachments



May 22, 2017

Mr. Joe Forte  
City Manager  
City of Holly Hill  
1065 Ridgewood Avenue  
Holly Hill, FL 32117

**Re: City of Holly Hill  
Electric Facilities Conversion  
Phase #2 – Ridgewood Ave. – 5<sup>th</sup> St. to Walker St.  
Binding Cost Estimate  
WR # 5487038**

Dear Mr. Forte:

FPL welcomes the opportunity to assist you in determining if underground service is right for your area. As per your request, FPL has completed a binding cost estimate for the project designated as the Ridgewood - Phase 1 Conversion project. The binding cost estimate amount, known as the Contribution In Aid of Construction (C.I.A.C.), required for converting the area to underground is \$1,483,415. The underground drawings for the project are being finalized and a full set will be sent to you once they are complete. In addition, the cost estimate includes a more than \$1,000,000 adjustment credit for both FPL's Government Adjustment Factor (G.A.F.) Waiver and as required in the C.I.A.C. formula, tariff Section 12.1, credit for an equivalent overhead system designed at the current hardened (i.e. extreme wind) standard. Further the cost assumes the following:

- Direction Bore Method of Construction
- All work will be performed during the daylight hours, Monday through Friday, 8 A.M. to 5 P.M.. Any after hours work, e.g. disconnect / reconnect service appointments or requiring construction at night, would be an additional expense for the City.

This binding cost estimate is valid for 180 days and a response must be received within that timeframe. Should you agree to move forward with the project, please sign and return the enclosed documents. Once we receive the acceptance package (e.g. partially executed documents and C.I.A.C. payment), we will commence the construction process (i.e. initiate bid requests and material purchasing). Any deposits that you have already paid will be



Page 2

applied towards the C.I.A.C. and you must pay the remaining difference of \$1,474,775.00 before we begin construction. Failure to execute the applicable Agreement and pay the C.I.A.C. specified in the Agreement within the 180 day time limit, or termination of the Agreement, shall result in the expiration of the binding cost estimate. However, if you choose to cancel your request or not respond in time, your engineering deposit will not be returned and the estimate will be withdrawn.

This estimate only includes the charges to be paid to FPL. There are additional costs which are the customer's responsibility and should also be considered. These potential costs include:

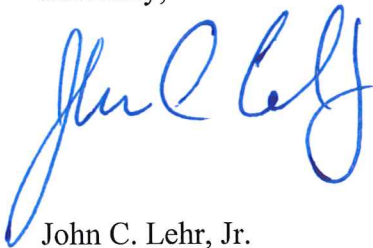
- Site restoration (sod, landscaping, pavement, sidewalks, etc).
- Rearrangement of customer electric service entrances (requires electrician) from overhead to underground. Also, additional customer expense if local inspecting authorities require customer wiring to be brought up to current codes.
- Removal and burial of other utilities (e.g. telecom, CATV, etc.).
- Any project scope changes that modify the enclosed drawings.
- Acquiring, describing, securing and recording of easements for underground facilities.

In addition, attached is the additional estimate the City requested for Phase #2.

- Customer Performs Some Work – Conduit & Concrete Products Installation.

We look forward to working with you and your staff as this project progresses. If you have any questions, please contact me at 561-845-4624.

Sincerely,



John C. Lehr, Jr.  
Manager – OH /UG Conversions  
Power Delivery  
FPL

Attachments





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

**City Commission  
Agenda Item**

---

**MEETING DATE:** June 13, 2017  
**FROM:** Valerie Manning  
**SUBJECT:** Voting Delegate for FLC Conference  
**NUMBER:** (ID # 1694)  
**APPLICANT:**  
**PLANNER:**

---

**DISCUSSION:**

Each municipality attending the annual Florida League of Cities conference designates one elected official to be the voting delegate. See attached letter from the executive director, Michael Sittig.

**FISCAL ANALYSIS:**

N/A

**STAFF RECOMMENDATION:**

Appoint an elected official.

**COMMISSION GOAL:**

N/A

**MOTION:**

**As directed by the City Commission.**

- Voting Delegate Information - 91st Annual FLC Conference 2017 (PDF)



TO: Municipal Key Official

FROM: Michael Sittig, Executive Director 

DATE: May 22, 2017

SUBJECT: 91st Annual FLC Conference  
VOTING DELEGATE INFORMATION  
August 17-19, 2017 – World Center Marriott, Orlando

As you know, the Florida League of Cities' Annual Conference will be held at the World Center Marriott, Orlando, Florida on August 17-19. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

It is important that each municipality designate one official to be the voting delegate. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will make decisions that determine the direction of the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida for 2016.

Conference registration materials will be sent to each municipality in the month of June. Materials will also be posted on-line. Call us if you need additional copies.

If you have any questions on voting delegates, please call Gail Dennard at the League (850) 701-3619 or (800) 616-1513, extension 3619. **Voting delegate forms must be received by the League no later than August 14, 2017.**

Attachments: Form Designating Voting Delegate

**91st Annual Conference  
Florida League of Cities, Inc.  
August 17-19, 2017  
Orlando, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipalities voting delegate. ***Municipalities do not need to adopt a resolution to designate a voting delegate.***

Please fill out this form and return it to the League office so that your voting delegate may be properly identified.

**Designation of Voting Delegate**

Name of Voting Delegate: \_\_\_\_\_

Title: \_\_\_\_\_

Municipality of: \_\_\_\_\_

**AUTHORIZED BY:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Return this form to:

Gail Dennard  
Florida League of Cities, Inc.  
Post Office Box 1757  
Tallahassee, FL 32302-1757  
Fax to Gail Dennard at (850) 222-3806 or email [gdennard@flcities.com](mailto:gdennard@flcities.com)



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

**City Commission  
Agenda Item**

---

**MEETING DATE:** June 13, 2017  
**FROM:** Joseph Forte  
**SUBJECT:** Request for Lien Reduction and Record a Satisfy of the Lien When  
Paid - 1141 Powers Avenue  
**NUMBER:** (ID # 1696)  
**APPLICANT:**  
**PLANNER:**

---

**DISCUSSION:**

The City has received a request for a Reduction of Lien “code enforcement liens” that have been placed on the real property located at 1141 Powers Avenue. The property is currently owned by Nell4, LLC represented by Eric Spivey.

According to the Claim of Lien, there is an administrative fee of \$250.00 plus a daily fine of \$25.00 per day. The document indicates that the lien began on December, 2016 with the lien stopping in March 2017 totaling 62 days in violation. However, according to Mr. Spivey, he has stated that the property was brought into compliance in January when he received the notice of violation but failed to notify the City that the property is in compliance to stop the lien for accumulating.

The Code officers cannot determine the exact date the property came into compliance but when they were notified in March and inspected the property it was in fact compliant.

**Direct expenses to the City include:**

|                               |                           |   |                 |
|-------------------------------|---------------------------|---|-----------------|
| Finance Dept.                 | $\$13.30 + 35\% \times 2$ | = | \$35.91         |
| Code Enforcement              | $\$19.38 + 35\% \times 2$ | = | \$51.52         |
| <b>Total Admin Cost</b>       |                           |   | <b>\$87.43</b>  |
| Original Special Master Fines | \$250.00                  | = | \$337.43        |
| Filing Fee                    |                           | = | \$20.00         |
| <b>TOTAL</b>                  |                           |   | <b>\$357.43</b> |
| <b>Plus 10%</b>               |                           |   | <b>\$393.18</b> |

**FISCAL ANALYSIS:**

City reimbursement for administrative and direct costs in the amount of **\$393.18**.

**STAFF RECOMMENDATION:**

Reduce the lien from \$2,456.43 by \$2,063.25 leaving a balance owed to the City in the amount of **\$393.18**. The City shall not release the \$2,063.25 lien amount until payment has been received in the amount of \$393.18. If payment is not received by 5:00 pm on July 14, 2017 the full amount of the lien shall remain in place.

**COMMISSION GOAL:**

N/A

**MOTION:**

**TO REDUCE THE LIEN TO AN ADMINISTRATIVE FEE IN THE AMOUNT OF \$393.18 PAYABLE NO LATER THAN JULY 14, 2017. FAILURE TO PAY THE LIEN BY JULY 14, 2017 WILL CAUSE THE ENTIRE LIEN TO REMAIN IN PLACE AND THE REQUEST FOR FUTURE REDUCTIONS REGARDING THIS LIEN WILL BE DENIED.**

- 1141 Powers Ave. (PDF)



# CITY OF HOLLY HILL

TEN SIXTY-FIVE RIDGEWOOD AVENUE  
HOLLY HILL, FLORIDA 32117-2898

(386) 248-9433

FAX: (386) 248-9498

May 23, 2017

TO: Joseph Forte, City Manager

FROM: Mark Ballard, Code Enforcement Officer

SUBJECT: Reduction of Lien Request

The City has received a request for a Reduction of Lien "code enforcement liens" that have been placed on the real property located at 1141 Powers Ave. The property is currently owned by Nell4 LLC.

The original code enforcement action commenced on October 4, 2016, when the property owner, Nell4 LLC, was notified of the code violations.

The city's total Claim of Lien recorded with the Clerk of the Court for code enforcement action against this property is \$2,099.00.

Staff has determined the lien associated with this property is for one Special Master hearing and staff's processing of this case.

## DIRECT EXPENSES TO THE CITY INCLUDE

|                                    |                          |   |                   |
|------------------------------------|--------------------------|---|-------------------|
| Finance Department                 | \$13.30+35% (benefits)x2 | = | \$35.91           |
| Code Enforcement                   | \$19.08+35% (benefits)x2 | = | \$51.52           |
| Special Master Administrative fine |                          |   | \$250.00          |
| Filing fee                         |                          |   | \$20.00           |
| Lien Balance                       |                          |   | \$2,099.00        |
| <b>TOTAL</b>                       |                          |   | <b>\$2,456.43</b> |



**STAFF RECOMMENDATION:**

A reduction if granted should be at the discretion of the City Commission.

**FISCAL ANALYSIS:****COMMISSION GOAL:****MOTION:**

**This Warranty Deed**

Made this 3<sup>rd</sup> day of March A.D. 2016  
by Frederick L. Beck, Jr. and Victoria M. Beck,  
husband and wife  
hereinafter called the grantor, to  
Nell4 LLC, a Florida Limited Liability Company  
whose post office address is:  
PO Box 1269  
Gotha, Florida 34734  
hereinafter called the grantee:

(Whenever used herein the term "grantor" and grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Volusia County, Florida, viz

Lots 12 and 13, Block B, POWERS ALLOTMENT, according to the plat thereof as recorded in Map Book 6, Page 142, of the Public Records of Volusia County, Florida.

SUBJECT TO Covenants, restrictions, easements of record and taxes for the current year.

Parcel Identification Number: 4242-28-02-0120

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2015.

In Witness Whereof, The said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Christina Roberts  
Witness Printed Name Christina Roberts

Frederick L. Beck, Jr.  
Frederick L. Beck, Jr.

Candace J. Sargent  
Witness Printed Name Candace J. Sargent

Victoria M. Beck  
Victoria M. Beck

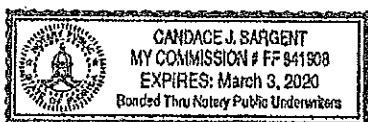
State of Florida  
County of Volusia

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of March, 2016, by Frederick L. Beck, Jr. and Victoria M. Beck, husband and wife who is/are personally known to me or who has produced drivers license as identification.

Candace J. Sargent  
Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



May 17, 2017

To: Joe Forte, City Manager

From: Mark Ballard, Code Enforcement Officer

Subject: 1141 Powers Ave., Holly Hill –REQUEST FOR LIEN REDUCTION

Case #: 1390423 – Recorded 10/4/16 through 5/10/17 – Parcel # 4242-2802-0120

Please find attached the Request for Lien Reduction for your review, as well as a copy of the history of this case. The lien balance is \$2,099.00.

Please review the information and issue a determination of approval or denial on this form. Pursuant to City Commission's approval Lien Reduction/Waiver Policy, your decision regarding approval or denial shall be based on whether the request fails any one of the established guidelines below:

- (1) If the property owner has purchased property on which a lien was recorded, a waiver or reduction on the lien shall not be granted, in such cases, the lien should have been considered in reaching a purchase price.

\_\_\_\_\_ Fails

☒ Does not fail

*Staff Findings:* The owners are requesting a lien reduction on the property.

- (2) If the title insurance policy is issued upon the purchase of the property and the title insurance failed to identify or consider the lien, a waiver or reduction in lien shall not be granted. In such cases, the lien should have been discovered by the title insurer and providing a reduction or waiver would place the City on the indemnifying the title insurer against its losses, which losses should be in premium charges.

\_\_\_\_\_ Fails

☒ Does not fail

*Staff Findings:* A Title insurance policy was not issued when the ownership was transferred.

- (3) A request for a waiver of reduction in lien shall not be granted if the City Commission has previously reduced the amount of the lien. This statement applies whether or not the request is received from the original applicant for reduction or subsequent applicant.

\_\_\_\_\_ Fails                      ✓ Does not fail

*Staff Findings:* To the best of Staff's knowledge, there has never been a request of the City Commission to reduce the lien.

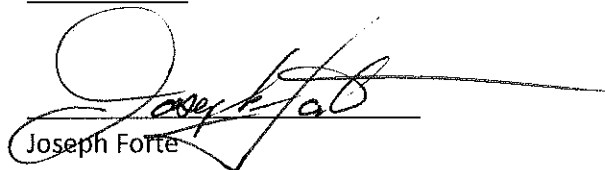
- (4) If a lending agency receives a certificate of title through foreclosure after a lien is in place, then the lending agency will pay the administrative costs associated with the case (plus 10%).

*Staff Findings:* No lending agency has been involved with this transaction and no foreclosures have occurred involving this property.

\_\_\_\_\_ Fails                      ✓ Does not fail

✓ Approved for consideration by City Commission

\_\_\_\_\_ Denied

  
 \_\_\_\_\_  
 Joseph Forte  
 City Manager

CITY OF HOLLY HILL  
CASE # 1390423

## REQUEST FOR REDUCTION OF LIEN

BY COMPLETING THIS FORM, YOU ARE MAKING STATEMENTS UNDER OATH

INSTRUCTIONS: Please fill in all pages of this form completely. Be specific when writing your statement. Please return this form to Code Enforcement. THE REQUEST FOR REDUCTION OF LIEN will then be presented to the City Commission at their regularly scheduled hearing, or as soon thereafter as possible, any you will be notified in writing of the Board's decision within 10 days after the meeting. If you are claiming medical or financial hardship, attach supporting documentation (i.e., a doctor's statement or proof of income). If you have any question, please call the Clerk at (386-248-9441).

Property Owner's Name: NELLY LLC

Property Address: 1141 Powers Ave., Holly Hill, FL 32117

Phone number(s) where you can be reached during the day:

407-590-7772 cell 407-590-7772

Is the property now in compliance? ☒ YES ☐ NO

(If No, explain in detail) \_\_\_\_\_

Are you claiming financial hardship? ☐ YES ☒ NO

Are you claiming medical hardship? ☐ YES ☒ NO

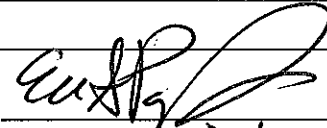
If the property owner is unable to complete this form, list the name of the person who is legally authorized to act for the property owner and his/her relationship to the property owner:

Name: Erich Spivey  
 Relationship: Registered Agent

I, Erich Spivey, do hereby submit this REQUEST FOR REDUCTION OF LIEN to request a reduction in the total amount of lien imposed and in support of the following statement:

The code enforcement case involved removal of debris and lawn mowing. We immediately corrected the problems when we received the letter in the mail in January. However, we forgot to call and ask for a re-inspection. When we noticed this error, we contacted Code Enforcement in early March. Code Enforcement closed the case and reported the property in compliance as of March 3. However, fees accumulated from early January to early March, even though the case was in compliance.

Date: 5/10/17

Signed: 

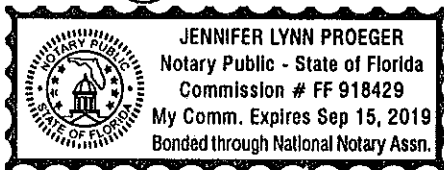
Print Name: Erich Sean Paul Spivey



STATE OF Florida  
 COUNTY OF: Volusia

PERSONALLY appeared before me, the undersigned authority duly authorized to administer oaths and take acknowledgements, Erich Spivey, who after first being duly sworn, acknowledged before me that the information contained herein is true and correct. He/she is not personally know to me and has produced Florida Drivers License as identification and did take an oath.

Date: 10<sup>th</sup> May 2017



Jennifer Lynn Proeger  
 Notary Public

My Commission Expires 9/15/2019

RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO  
 CODE ENFORCEMENT DEPARTMENT  
 1065 RIDGEWOOD AVENUE  
 HOLLY HILL, FL 32117



**CITY OF HOLLY HILL**  
**1065 Ridgewood Ave**  
**Holly Hill, FL 32117**  
**386-248-9427**  
**Fax 386-248-9497**

Address: 1141 Powers Ave

Hearing held on 11/23/16

## Lien / Violation Calculation

| Month  | Days |
|--------|------|
| Dec-16 | 1    |
| Jan-17 | 31   |
| Feb-17 | 28   |
| Mar-17 | 2    |

Month Days

**Total Days**

**62**

In compliance as of 3/2/17

|                     |                   |
|---------------------|-------------------|
| Special Master Fine | \$250.00          |
| 18% Interest        | \$1,550.00        |
| Sub                 | \$279.00          |
| Filing Fee          | \$1,829.00        |
|                     | \$20.00           |
| <b>Total</b>        | <b>\$2,099.00</b> |

01/13/2017 12:31 PM

Instrument# 2017-008380 # 1

Book : 7349

Page : 213

Return To: (Enclose Self Addressed Envelope)

Name: Kurt Swartzlander

Address: 1065 Ridgewood Ave

Holly Hill, FL 32117

This instrument Prepared by:

Name: Kurt Swartzlander

Address: 1065 Ridgewood Ave

Holly Hill, FL 32117

Property Appraisers Parcel ID Number(s): 42-14-32-28-02-0120

## Claim of Lien

### State of Florida, County of Volusia

Before me, the undersigned Notary Public, personally appeared Kurt Swartzlander, Finance Director

Who was duly sworn and says he/she is (the lienor herein) (the agent herein)

City of Holly Hill

(Lienor's Name)

whose address is 1065 Ridgewood Ave, Holly Hill, Florida 32117

(Lienor's Address)

And in accordance with a service with Nell4 LLC

Lienor furnished labor, services or materials consisting of: (Describe specially fabricated materials separately)

Grass &amp; Weeds exceed 12 inches. \$25.00 a day. Beginning on 12/31/16.

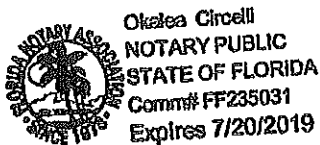
on the following described real property in Volusia County, Florida:

(Describe real property sufficiently for identification, including street and number, if known)

LOTS 12 & 13 BLK B POWERS ALLOTMENT FITCH GRANT MB 6 PG 142 PER OR 4915 PG 0400 PER OR 5361  
 PG 3624 PER OR 6558 PG 0565 PER OR 6693 PG 1511 PER OR 7032 PG 0161 PER OR 7224 PG 3698  
 1141 Powers Ave

owned by with Nell4 LLC

of a total value of Twenty Five Dollars (\$25.00) a day until property comes into compliance  
 which remains unpaid as of January 10, 2017



Lienor: City of Holly Hill  
 By [Signature] (Agent)  
 (Print Name: Kurt Swartzlander)

Sworn to and subscribed before me this 10 day of January 2017
[Signature]  
 Notary Public

Attachment: 1141 Powers Ave. (1696 : Request for Lien Reduction and Record a Satisfy of the Lien When Paid - 1141 Powers Avenue)

CITY OF HOLLY HILL CODE ENFORCEMENT  
SPECIAL MAGISTRATE'S HEARING  
HOLLY HILL, FLORIDA

City of Holly Hill, a Political  
Sub-division of the State of Florida  
Petitioner,

Parcel No. 42-14-32-28-02-0120  
Case No. 1390423

-vs-

Nell4 LLC, Owner(s)

Respondent(s),

ORDER OF NON-COMPLIANCE

The Holly Hill Code Enforcement Special Magistrate has heard testimony under oath at a hearing on the above styled case on the 23rd day of November, 2016, and based on the evidence received, the Special Magistrate, thereupon issues its FINDING OF FACT, CONCLUSIONS OF LAW, AND ORDER as follows:

FINDINGS OF FACT

That Nell4 LLC, Respondent and Owner of the property located at 1141 Powers Avenue, Holly Hill, FL 32117 was cited on October 4, 2016 for violation of 26-61(1) – Any weeds such as broom grass, jimson, burdock, ragweed, sandspur or other similar weeds; or any other vegetation, other than trees, ornamental bushes, flowers or other ornamental plants with a height exceeding 12 inches. At this hearing, the Code Enforcement Officer testified and provided evidence that the grass and weeds appeared to be overgrown. The owner attempted to cut half of the grass but never completed the job on any occasion.

The Respondent did not appear at the hearing.

CONCLUSIONS OF LAW

That Respondent and Owner of the property located at 1141 Powers Avenue, Holly Hill, FL 32117 is in violation of Holly Hill Zoning and Ordinance: 26-61(1) – Any weeds such as broom grass, jimson, burdock, ragweed, sandspur or other similar weeds; or any other vegetation, other than trees, ornamental bushes, flowers or other ornamental plants with a height exceeding 12 inches.

ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, and the authority of Chapter 162, Florida Statutes and the Holly Hill Code Enforcement Ordinance, Chapter 2

2/22

Section 2-116, it is duly ORDERED by this Special Magistrate that the Respondent(s) shall pay an administrative fine of two hundred and fifty (\$250.00) dollars, which if not paid in ninety days from the date of this order shall be recorded as a lien and such recordation shall constitute a lien against the Respondent's real (except homestead) and personal property in Volusia County Florida, said property to include, but not necessarily limited to that described above.

2/28

If violation 26-61(1) Any weeds such as broom grass, jimson, burdock, ragweed, sandspur or other similar weeds; or any other vegetation, other than trees, ornamental bushes, flowers or other ornamental plants with a height exceeding 12 inches is not brought into compliance within thirty (30) days from the date of this order a fine of twenty-five (\$25.00) dollars a day for each and every day the violation continues to exist.

DONE AND ORDERED this 30<sup>th</sup> day of November 2016, at Holly Hill,  
County of Volusia, Florida,

CITY OF HOLLY HILL  
CODE ENFORCEMENT

By, Melody Pullen  
Melody Pullen, Special Magistrate

Attest: \_\_\_\_\_  
Code Enforcement Official

This instrument prepared by Melody Pullen, Special Magistrate for the Code Enforcement, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, Telephone number: (386) 248-9490.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on \_\_\_\_\_ day of \_\_\_\_\_, 2016 a true and accurate copy of the foregoing has been furnished by U.S. Mail to:

Nell4 LLC  
1141 Powers Avenue  
Holly Hill, Florida 32117

Nell4 LLC  
506 N. Hudson Street  
Orlando, FL 32835

\_\_\_\_\_  
Code Enforcement Official



# HOLLY HILL POLICE DEPARTMENT

## NOTICE TO APPEAR

TEN SIXTY-FIVE RIDGEWOOD AVENUE  
HOLLY HILL, FLORIDA 32117-2898  
(386) 248-9433  
FAX: (386) 248-9461

November 1, 2016

Nell 4 LLC  
9907 8<sup>th</sup> St. 1269  
Gotha, FL. 34734

Re: 1141 Powers Ave., Holly Hill Fl. 32117

### CERTIFIED MAIL

Per Florida Statute Chapter 162 and Holly Hill Code Ordinance Chapter 3, Section 2-119 for the property located at 1141 Powers Ave., parcel number, (4242-2802-0120).

You have failed to comply with a valid order of the City of Holly Hill Code Enforcement Officer or other City of Holly Hill employee authorized by City Code Section to issue non-criminal citations on behalf of the City.

You are alleged to be in violation of code 26-61 (1) sanitary nuisance mow and maintain grass and weeds at 1141 Powers Ave., parcel number (4242-2802-0120).

Therefore, you are hereby noticed of a hearing before the City of Holly Hill Special Master to answer these charges. Failure to appear constitutes an admission of guilt and the Special Master will enter the appropriate fines or other action based on the written and visual record provided by City Staff and other complaints.

Hearing Date: Wednesday, November 23, 2016

Hearing Time: 1:00pm

Hearing Location: Holly Hill City Hall, 1065 Ridgewood Avenue, City Commission Chambers

Attention: Person(s) with Disabilities

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance

Mark Ballard  
Code Enforcement

Cc: Special Master, File & Post

Attachment: 1141 Powers Ave. (1696 : Request for Lien Reduction and Record a Satisfy of the Lien When Paid - 1141 Powers Avenue)





Welcome Virginia Vainella  
City of Holly Hill

|      |                |                  |                      |                         |        |
|------|----------------|------------------|----------------------|-------------------------|--------|
| Home | Animal Control | Code Enforcement | Waste Administration | Cross Department Search | Logout |
|------|----------------|------------------|----------------------|-------------------------|--------|

Search for Incidents [Code Enforcement] - Case #1390423 - Print

|             |          |            |             |        |     |         |
|-------------|----------|------------|-------------|--------|-----|---------|
| Information | Comments | Categories | Resolutions | Images | Map | History |
|-------------|----------|------------|-------------|--------|-----|---------|

Add new comment:

Save

| Comment                            | Entry Date             | Username  |
|------------------------------------|------------------------|-----------|
| 26-61-mow & maintain grass n weeds | 11/16/2016 11:44:28 AM | vvainella |
| 1                                  |                        |           |

Attachment: 1141 Powers Ave. (1696 : Request for Lien Reduction and Record a Satisfy of the Lien When Paid - 1141 Powers Avenue)

**CITY OF HOLLY HILL CODE ENFORCEMENT  
SPECIAL MAGISTRATE'S HEARING  
HOLLY HILL, FLORIDA**

**City of Holly Hill, a Political  
Sub-division of the State of Florida**  
Petitioner,

**Parcel No. 42-14-32-28-02-0120  
Case No. 1390423**

-vs-

**Nell4 LLC, Owner(s)**

**Respondent(s),**

---

**ORDER OF NON-COMPLIANCE**

The Holly Hill Code Enforcement Special Magistrate has heard testimony under oath at a hearing on the above styled case on the 23rd day of November, 2016, and based on the evidence received, the Special Magistrate, thereupon issues its FINDING OF FACT, CONCLUSIONS OF LAW, AND ORDER as follows:

**FINDINGS OF FACT**

That Nell4 LLC, Respondent and Owner of the property located at 1141 Powers Avenue, Holly Hill, FL 32117 was cited on October 4, 2016 for violation of 26-61(1) – Any weeds such as broom grass, jimson, burdock, ragweed, sandspur or other similar weeds; or any other vegetation, other than trees, ornamental bushes, flowers or other ornamental plants with a height exceeding 12 inches. At this hearing, the Code Enforcement Officer testified and provided evidence that the grass and weeds appeared to be overgrown. The owner attempted to cut half of the grass but never completed the job on any occasion.

The Respondent did not appear at the hearing.

**CONCLUSIONS OF LAW**

That Respondent and Owner of the property located at 1141 Powers Avenue, Holly Hill, FL 32117 is in violation of Holly Hill Zoning and Ordinance: 26-61(1) – Any weeds such as broom grass, jimson, burdock, ragweed, sandspur or other similar weeds; or any other vegetation, other than trees, ornamental bushes, flowers or other ornamental plants with a height exceeding 12 inches.

**ORDER**

Based on the foregoing Findings of Fact and Conclusions of Law, and the authority of Chapter 162, Florida Statutes and the Holly Hill Code Enforcement Ordinance, Chapter 2

Section 2-116, it is duly ORDERED by this Special Magistrate that the Respondent(s) shall pay an administrative fine of two hundred and fifty (\$250.00) dollars, which if not paid in ninety days from the date of this order shall be recorded as a lien and such recordation shall constitute a lien against the Respondent's real (except homestead) and personal property in Volusia County Florida, said property to include, but not necessarily limited to that described above. 2/28

If violation 26-61(1) Any weeds such as broom grass, jimson, burdock, ragweed, sandspur or other similar weeds; or any other vegetation, other than trees, ornamental bushes, flowers or other ornamental plants with a height exceeding 12 inches is not brought into compliance within thirty (30) days from the date of this order a fine of twenty-five (\$25.00) dollars a day for each and every day the violation continues to exist.

DONE AND ORDERED this 30th day of November 2016, at Holly Hill,  
County of Volusia, Florida.

CITY OF HOLLY HILL  
CODE ENFORCEMENT

By, Melody Pullen  
Melody Pullen, Special Magistrate

Attest: \_\_\_\_\_  
Code Enforcement Official

This instrument prepared by Melody Pullen, Special Magistrate for the Code Enforcement, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, Telephone number: (386) 248-9490.

### CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on \_\_\_\_\_ day of \_\_\_\_\_, 2016 a true and accurate copy of the foregoing has been furnished by U.S. Mail to:

Nell4 LLC  
1141 Powers Avenue  
Holly Hill, Florida 32117

Nell4 LLC  
506 N. Hudson Street  
Orlando, FL 32835

\_\_\_\_\_  
Code Enforcement Official

### **IMPORTANT NOTICE**

**The Respondent must notify the Code Enforcement Officer, Robert Hutchison, when this order is complied with. Until the Code Enforcement Officer verifies the property is in compliance the fine will continue to accrue. This order will be recorded in the Official Records of the Office of the Clerk of the Court in Volusia County, Florida, and such recordation shall constitute a lien against the Respondent's real and personal property in Volusia County Florida, said property to include, but not necessarily limited to that described above (EXCEPT HOMESTEAD)**

**The Respondent has the right to appeal whether the property is in compliance. The Respondent must file their appeal for a hearing within 20 days from the date the fine goes into effect. If the property is found to be still in non-compliance the fine will begin on the original date the fine was to go into effect. This hearing will only cover whether the property is now in compliance. It will not be a rehearing of the whole case which was previously ruled on.**

# Lien

| Property Information     |                                                                                                |
|--------------------------|------------------------------------------------------------------------------------------------|
| Police Case #<br>1390423 | Parcel # 42-14-32-28-02-0120                                                                   |
|                          | Parcel Address<br>1141 Powers Ave.                                                             |
|                          | Owner Name<br>Nell4 LLC                                                                        |
|                          | Mailing address if different from parcel address<br>506 N. Hudson Street<br>Orlando, FL. 32835 |

| Claim of Lien                                                                                                                                                                                                        |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Description of Violation and Special Master Directives<br>Per directive of the Special Master there shall be a \$25.00 per day fine incurred by the owner for non-compliance of violation 26-61 (sanitary nuisance). |
| Amount of Lien \$ 25.00 per day                                                                                                                                                                                      |

| Release of Lien |        |                   |
|-----------------|--------|-------------------|
| Comments        |        |                   |
| Amount Paid \$  |        | Instrument #      |
| Book #          | Page # | Date of Recording |

Attachment: 1141 Powers Ave. (1696 : Request for Lien Reduction and Record a Satisfy of the Lien When Paid - 1141 Powers Avenue)



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

**City Commission  
Ordinance**

---

**MEETING DATE:** June 13, 2017  
**FROM:** Thomas Harowski  
**SUBJECT:** Ordinance 2994 An Ordinance of the City of Holly Hill, Florida,  
Amending the Land Development Regulations by Deleting  
Section 110-10 (J) Certification of Design from Chapter 110  
Signs; Providing for Conflicting Ordinances; Providing for  
Severability; and Providing for an Effective Date.  
**NUMBER:** (ID # 1663)  
**APPLICANT:** Thomas Harowski  
**PLANNER:**

---

**DISCUSSION:**

Section 110-10 (J) of the City's sign regulations conflict with the Florida Building Code in that the City regulations appear to exclude some signs from permit review that require review under the building code. The requested change is the deletion of Section 110-10 (j) from the sign regulations to remove any conflicts and allow the Florida Building Code to govern the review of signs for construction permitting.

**FISCAL**

**ANALYSIS:**

There is no fiscal impact from this action.

**STAFF**

**RECOMMENDATION:**

The Board of Planning and Appeals reviewed this issue at their May 1, 2017 regular meeting and recommended the revision. Staff also recommends the requested change.

**MOTION:**

**APPROVE SECOND READING OF ORDINANCE 2994, AMENDING THE LAND DEVELOPMENT REGULATIONS BY DELETING SECTION 110-10 (J) CERTIFICATION OF DESIGN FROM CHAPTER 110 SIGNS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**ATTACHMENTS:**

- Z-2017-05 BOPA Staff Report (DOC)



Ordinance (ID # 1663)

Meeting of June 13, 2017

**HISTORY:**

05/23/17

City Commission

APPROVED AT 1ST READING

Next: 06/13/17

Mayor Penny opened public participation. No one spoke.

**Ordinance No. (ID # 1663)****ORDINANCE 2994 AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS BY DELETING SECTION 110-10 (J) CERTIFICATION OF DESIGN FROM CHAPTER 110 SIGNS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.****ORDINANCE 2994**

**AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS BY DELETING SECTION 110-10 (J) CERTIFICATION OF DESIGN FROM CHAPTER 110 SIGNS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission of the City of Holly Hill, Volusia County, Florida, has adopted a comprehensive plan pursuant to, and in compliance with 163.3161 et. Seq., Florida Statutes; and

**WHEREAS**, the City Commission, as authorized by 163.3202, Florida Statutes, has enacted and does enforce the Land Development Regulations, based on, related to, and as a means to implement its adopted comprehensive plan; and

**WHEREAS**, the City Commission has adopted the Florida Building Code which includes regulations for the construction of signs; and

**WHEREAS**, the Florida Building Code, as a State Law, assumes the regulatory authority for the construction of signs; and

**WHEREAS**, Section 110-10 (j) of the City of Holly Hill Land Development Regulations conflicts with portions of the Florida Building Code; and

**WHEREAS**, the Holly Hill Board of Planning and Appeals has recommended

that Section 110-10 (j) be deleted from the City of Holly Hill Land Development Regulations;  
and

**WHEREAS**, the City Commission has determined that it is necessary to amend its Land Development Regulations as herein provided in order to more effectively implement and is consistent with its adopted comprehensive plan.

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

**SECTION 1.** Section 110-10 (j) of the City of Holly Hill Land Development Regulations is hereby deleted from the code.

**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.** That this Ordinance shall become effective immediately upon adoption.

**APPROVED AND AUTHENTICATED on this 13<sup>th</sup> day of JUNE, 2017 for  
second and final reading.**



# STAFF REPORT

City of Holly Hill  
Community Development Department

## Board of Planning and Appeals *Agenda Item*

**DATE:** February 21, 2017  
**SUBJECT:** Sign Code Amendment  
**APPLICANT:** City of Holly Hill  
**NUMBER:** Z-2017-05  
**PLANNER:** Thomas Harowski, AICP

**INTRODUCTION:** This application is being submitted by the City to amend Section 110-10 of the land development regulations regarding the design, construction and location of permanent signs to eliminate a conflict between the City's sign regulations and the Florida Building Code.

**BACKGROUND:** The City's land development regulations include Chapter 110 regulating signs. Section 110-10 includes regulations on the design, construction and location of permanent signs. One of these projections, Sub-paragraph J Certification of Design conflicts with the Florida Building Code regarding permitting and review of plans. The current City code reads:

(J) *Certification of design.* The following signs shall be designed and certified by a state-registered engineer or a state-certified sign contractor:

- (1) Building signs that project perpendicularly from the surface to which the sign is attached and that are more than 24 square feet in area.
- (2) Ground signs of more than ten feet in height and 64 square feet in area.

The Building Code section assumes control over the review of construction plans regardless of the size or height of the sign. The specific language is as follows:

### **Appendix H**

**H105.2 Permits Drawings and Specifications.** Where a permit is required, as provided in Chapter 1, construction documents shall be required. These documents shall show the dimensions, material and required details of construction, including loads, stresses and anchors.

**DISCUSSION:** The staff is requesting the BOPA and City Commission delete Subsection J from the code so there is no confusion over the application of the building code to sign permits issued by the City.

# STAFF REPORT

City of Holly Hill  
**Community Development Department**

**RECOMMENDATION:** Recommend the City Commission approve the deletion of Section 110-10(J) from the City's sign regulations.



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

**City Commission  
Agenda Item**

---

**MEETING DATE:** June 13, 2017  
**FROM:** Kurt Swartzlander  
**SUBJECT:** Budget Amendment(S) - Staff Report Only City Manager Level  
Amendment(S)  
**NUMBER:** (ID # 1689)  
**APPLICANT:**  
**PLANNER:**

---

**DISCUSSION:** City Manager level budget amendment(s). See attached documentation.

**FISCAL ANALYSIS:** Budget amendment(s) within the same department; no increase or decrease in revenues or expenditures, just a reallocation between line items. No change in total fund budget.

**STAFF RECOMMENDATION:** Report Only - Budget amendment report(s) attached

**COMMISSION GOAL:** N/A

**MOTION:** Report Only

- CM Budget Amendments (PDF)



Revision Date: 3/11/15

**CITY OF HOLLY HILL**  
**Budget Amendment Request**  
**Fiscal Year 2016-2017**

| Requesting Department           |                                  | Date      |
|---------------------------------|----------------------------------|-----------|
| Stormwater                      |                                  | 5/23/2017 |
| TAKE FUNDS FROM ACCOUNT NUMBER: | ACCOUNT DESCRIPTION:             | AMOUNT:   |
| 460-3080-538-64-00              | Machinery & Equipment            | 1,300.00  |
|                                 |                                  |           |
|                                 | Total                            | 1,300.00  |
| ADD FUNDS TO ACCOUNT NUMBER:    |                                  |           |
| 460-3080-538-52-64              | Machinery/Equipment Capital-Like | 1,300.00  |
|                                 |                                  |           |
|                                 | Total                            | 1,300.00  |

**Purpose of Transfer:** (include as much detail as possible)

Transfer budget for Arrow Boards for Trucks #136 and #764 from capital to operating. Items do not meet criteria for capital assets.

**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 -----                                                    |                                                                     |             |
|-------------------------------------------------------------------------------------|---------------------------------------------------------------------|-------------|
|  | 5/24/17                                                             |             |
| Department Head Signature                                                           | Date                                                                |             |
|  | 5-24-2017                                                           |             |
| City Manager Signature                                                              | Date                                                                |             |
| ----- For Finance Use Only -----                                                    |                                                                     |             |
| Step 1: Finance Review                                                              |                                                                     |             |
|  | 5/25/17                                                             |             |
| Finance Director Signature                                                          | Date                                                                |             |
| Step 2: Budget Adjustment Entry                                                     |                                                                     |             |
| Funds are available for this request?                                               | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |             |
|  | 5/25/17                                                             | HTE Group # |
| Employee Signature                                                                  | Date                                                                | 1891        |

Revision Date: 3/11/15

**CITY OF HOLLY HILL**  
**Budget Amendment Request**  
**Fiscal Year 2016-2017**

Requesting Department

IT

Date

5/30/2017

TAKE FUNDS FROM ACCOUNT NUMBER:

|                    |
|--------------------|
| 001-1306-516-52-02 |
| 301-0000-381-60-00 |
|                    |

ACCOUNT DESCRIPTION:

|                                      |
|--------------------------------------|
| Operating Supplies / Computers       |
| Interfund Transfer from General Fund |
|                                      |

AMOUNT (Round to \$100's)

|                      |
|----------------------|
| 2,500.00             |
| 2,500.00             |
|                      |
| 5,000.00             |
| (Rounded to \$100's) |

Total

ADD FUNDS TO ACCOUNT NUMBER:

|                    |
|--------------------|
| 001-8110-581-91-60 |
| 301-1306-516-64-00 |
|                    |

|                                        |
|----------------------------------------|
| Interfund Transfer to Capital Projects |
| Machinery & Equipment                  |
|                                        |

|                      |
|----------------------|
| 2,500.00             |
| 2,500.00             |
|                      |
| 5,000.00             |
| (Rounded to \$100's) |

Total

**Purpose of Transfer:** (include as much detail as possible)

Transfer budget from Computer Operating Supplies to Capital Machinery & Equipment for purchase of IT Auditing Software.

**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

Date

6/1/17

City Manager Signature

Date

5-31-2017

----- For Finance Use Only -----

Step 1: Finance Review

Finance Director Signature

Date

6/1/17

Step 2: Budget Adjustment Entry

Funds are available for this request?

☒ Yes ☐ No

Employee Signature

Date

6/1/17

HTE Group #

1936