

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • JUNE 14, 2016

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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



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

CITY COMMISSION MEMBERS

Mayor
John Penny

District 1 - Commissioner
Arthur J. Byrnes

District 3 - Commissioner
John F. Capers

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Elizabeth Albert

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

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

2. PRESENTATION

- 1. Pat Zuegg Retirement Recognition
(Requested by Steve Aldrich, Police)

3. RECESS THE CC MTG & CONVENE AS THE CRA

- 1. Overhead to Underground - Purchase of Materials from FPL, West Side
(Requested by Mark Juliano, Public Works)

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

- 1. Minutes - Special Meeting - May 17, 2016 and May 24, 2016 - Regular City Commission Meeting
(Requested by Valerie Manning, City Clerk)

7. CONSENT AGENDA - ITEMS (1 - 6)

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. Overhead to Underground - Purchase of Materials from FPL, West Side
(Requested by Mark Juliano, Public Works)
- 2. Emergency Homeless Assistance Shelter Funding
(Requested by Joseph Forte, City Manager)
- 3. Special Assessment Agreement with Property Appraiser
(Requested by Kurt Swartzlander, Finance)
- 4. Waste Management CPI Change Effective 10/1/16
(Requested by Kurt Swartzlander, Finance)
- 5. Volusia Governments Water Compact
(Requested by Valerie Manning, City Clerk)

6. Purchase of Zero Turn Radius Commercial Grade Mowers (16BG09)
(Requested by Mark Juliano, Public Works)

8. REGULAR AGENDA

1. Resolution Ross Point Playground - CDBG - Resolution 2016-R-22
(Requested by Mark Juliano, Public Works)
2. Resolution Resolution 2016-R-23 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Appropriate Additional Funds for the Calle Grande Fec Railway Annual License Fee, Required by New Calle Grande License Agreement, and to Provide Park Impact Fee Funds for the Balance of the 7Th Street Neighborhood Park Project Not Funded by Frdap Grant, Providing for Severability; and Providing for an Effective Date.
(Requested by Kurt Swartzlander, Finance)

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 An Ordinance of the City of Holly Hill, Florida Amending Chapter 42, Pensions and Retirement; Article Iii, Firefighters' Pension; Division 1. Generally of the Code of Ordinances of the City of Holly Hill, Florida; Amending Section 42-61, Definitions by Amending the Definitions of "Actuarial Equivalent", "Credited Service", "Firefighter", "Salary" and "Spouse"; Amending Section 42-62, Membership, Amending Section 42-66, Benefit Amounts and Eligibility; Amending Section 42-68, Disability; Amending Section 42-70, Optional Forms of Benefits; Amending Section 42-75, Maximum Pension; Amending Section 42-87, Prior Fire Service; Amending Section 42-88 Deferred Retirement Option Plan; Adding Section 42-90, Supplemental Benefit Component for Special Benefits; Chapter 175 Share Accounts; Providing for Severability of Provisions; Providing for Codification; Repealing All Ordinances in Conflict Herewith and Providing an Effective Date.
(Requested by Kurt Swartzlander, Finance)
2. Ordinance Ordinance No. 2975 An Ordinance of the City of Holly Hill, Florida, Amending Chapter 62 (Taxation), Article Ii (Local Business Tax Receipt), Section 42 (Schedule of Tax Rates) to Increase the Tax Rate; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.
(Requested by Kurt Swartzlander, Finance)

10. COMMUNICATIONS

- a. City Manager & Staff Comments
- b. City Attorney Comments
- c. Mayor's Comments
- d. District Commissioners 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

PRESENTATION (ID # 1360)

Meeting: 06/14/16 07:00 PM

Department: Police

Category: Presentation

Prepared By: Steve Aldrich

Initiator: Steve Aldrich

Sponsors:

DOC ID: 1360

Pat Zuegg Retirement Recognition

Resolution of the City of Holly Hill, Florida recognizing

Patricia “Pat” Zuegg

for her **36** years of service to the

City of Holly Hill and its Citizens.

Whereas, Patricia Zuegg began her career with the City of Holly Hill on July 23, 1980 as a clerk typist in the Criminal Investigation Division of the Police Department; and

Whereas, Pat started each day by arriving to work an hour early to prepare for the day’s activities; and

Whereas, Pat left the Criminal Investigation Division in March 2006 to accept a promotion as the Police Chief’s Administrative Assistant; and

Whereas, Pat continued to expand her responsibilities within her role as the Police Chief’s Administrative Assistant for the next 10 years as she selflessly served the City of Holly Hill and its citizens with a high level of integrity, professionalism, and commitment; and

Whereas, Pat’s pledge to working with staff at every level in the organization, helped to foster an environment of dedicated public servants; and

Whereas, Pat is respected by the City of Holly Hill staff and its citizens for her belief that every person is important and has something to offer for the good of all; and

Whereas, Pat has proven to be a dependable employee, dedicated worker and a friend to all.

NOW, THEREFORE BE IT RESOLVED, THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, WHO HEREBY ACKNOWLEDGES ITS GRATEFUL APPRECIATION OF **PATRICIA “PAT” ZUEGG** FOR HER 36 YEARS OF SERVICE AND DEDICATION TO THE CITY OF HOLLY HILL AND WISH HER WELL IN HER RETIREMENT AND THROUGH HER FUTURE ENDEAVORS.

BE IT RESOLVED BY THE CITY COMMISSION, ADOPTED THIS 14TH DAY OF JUNE, 2016.

Publicly recognize Patricia Zuegg for her 36 years of dedicated and faithful service to the citizens and City of Holly Hill.

**A RESOLUTION OF THE CITY OF HOLLY HILL,
FLORIDA, RECOGNIZING PATRICIA “PAT”
ZUEGG FOR HER 36 YEARS OF SERVICE TO
THE CITY OF HOLLY HILL AND ITS CITIZENS.**

WHEREAS, Patricia Zuegg began her career with the City of Holly Hill on July 23, 1980 as a clerk typist in the Criminal Investigation Division of the Police Department; and

WHEREAS, Pat started each day by arriving to work an hour early to prepare for the day’s activities; and

WHEREAS, Pat left the Criminal Investigation Division in March 2006 to accept a promotion as the Police Chief’s Administrative Assistant; and

WHEREAS, Pat continued to expand her responsibilities within her role as the Police Chief’s Administrative Assistant for the next 10 years as she selflessly served the City of Holly Hill and its citizens with a high level of integrity, professionalism, and commitment; and

WHEREAS, Pat’s pledge to working with staff at every level in the organization, helped to foster an environment of dedicated public servants; and

WHEREAS, Pat is respected by the City of Holly Hill staff and its citizens for her belief that every person is important and has something to offer for the good of all; and

WHEREAS, Pat has proven to be a dependable employee, dedicated worker and a friend to all.

NOW, THEREFORE, BE IT RESOLVED, THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, HEREBY ACKNOWLEDGES ITS GRATEFUL APPRECIATION OF PATRICIA “PAT” ZUEGG FOR HER 36 YEARS OF OUTSTANDING SERVICE AND DEDICATION TO THE CITY OF HOLLY HILL AND WISH HER WELL IN HER RETIREMENT AND THROUGH HER FUTURE ENDEAVORS.

BE IT RESOLVED BY THE CITY COMMISSION, ADOPTED THIS 14TH DAY OF JUNE, 2016.

City of Holly Hill, FL

John Penny, Mayor



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

**City Commission
Agenda Item**

MEETING DATE: June 14, 2016
FROM: Mark Juliano
SUBJECT: Overhead to Underground - Purchase of Materials from FPL, West Side
NUMBER: (ID # 1353)
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill, Florida is currently constructing the US-1 Utility Undergrounding Secondaries Conversion (5th Street to LPGA Blvd). As part of this project the City is required to purchase materials for the FPL service conversions from FPL; INVOICES 1800110507 (\$27,800.07), 1800110509 (\$584.45), 1800110511 (\$584.45), and 1800110513 (\$584.45).

FISCAL ANALYSIS:

Monies for this item are available in 139-5590-552.65-00. The invoices from FPL total \$29,553.42.

STAFF RECOMMENDATION:

It is recommended to approve the purchase of service connection materials from FPL for the west side of the US-1 project

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.

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

MOTION:

APPROVE PAYMENT OF \$29,553.42 FOR FPL INVOICES: 1800110507, 1800110509, 1800110511, AND 1800110513 FOR SERVICE CONNECTION MATERIALS FROM FPL FOR THE WEST SIDE OF THE US-1 OVERHEAD TO UNDERGROUND PROJECT.

- Overhead to Underground - Invoices for Purchase of Materials from FPL, West Side (PDF)

PAYMENT COUPON

/4115006500916800016636180011050790002780007

4,1,1500,650091,6800016636,1800110507,9,0002780007

Please mail this portion with your check

1800110507 1 of 1

CITY OF HOLLY HILL
1065 RIDGEWOOD AVE.
HOLLY HILL FL 32117

Cust. No.:6800016636	Inv. No.:1800110507
Payment Due Upon Receipt	Amount Due This Invoice \$ 27,800.07
Reference# D00006933013	

Make check payable to FPL in USD and mail payments to address below

FPL
General Mail Facility
Miami FL 33188-0001

Florida Power & Light Company

Invoice

Customer Name and Address

CITY OF HOLLY HILL
1065 RIDGEWOOD AVE.
HOLLY HILL FL 32117

Federal Tax Id.#: 69-0247775

Customer Number: 6800016636

Invoice Number: 1800110507

Invoice Date: 05/20/2016

4,1,1500,650091,6800016636,1800110507,9,0002780007

Please retain this portion for your records

CURRENT CHARGES AND CREDITS

Customer No: 6800016636 Invoice No: 1800110507

Description		Amount
SVC CONV WEST IF RIDGEWOOD Reference# D00006933013		27,800.07
For Inquiries Contact: SHAWN MCMICHAEL 386-322-3412	Total Amount Due Payment Due Upon Receipt	\$27,800.07

PAYMENT COUPON

/411500650091680001663618001105095000058445

4,1,1500,650091,6800016636,1800110509,5,0000058445

Please mail this portion with your check

1800110509 1 of 1

CITY OF HOLLY HILL
1065 RIDGEWOOD AVE.
HOLLY HILL FL 32117

Cust. No.:6800016636	Inv. No.:1800110509
Payment Due Upon Receipt	Amount Due This Invoice \$ 584.45
Reference# D00006933367	

Make check payable to FPL in USD and mail payments to address below

FPL
General Mail Facility
Miami FL 33188-0001

Florida Power & Light Company

Invoice

Customer Name and Address

CITY OF HOLLY HILL
1065 RIDGEWOOD AVE.
HOLLY HILL FL 32117

Federal Tax Id.#: 69-0247776

Customer Number: 6800016636

Invoice Number: 1800110509

Invoice Date: 05/20/2016

4,1,1500,650091,6800016636,1800110509,5,0000058445

Please retain this portion for your records

CURRENT CHARGES AND CREDITS

Customer No: 6800016636 Invoice No: 1800110509

Description		Amount
OH TO UG CONV/512 RIDGEWOOD Reference# D00006933367		584.45
For Inquiries Contact: SHAWN MCMICHAEL 386-322-3412		Total Amount Due \$584.45 Payment Due Upon Receipt

PAYMENT COUPON

/4115006500916800016636180011051170000058445

4,1,1500,650091,0800016636,1800110511,7,0000058445

Please mail this portion with your check

1800110511 1 of 1

CITY OF HOLLY HILL
1065 RIDGEWOOD AVE.
HOLLY HILL FL 32117

Cust. No.: 6800016636	Inv. No.: 1800110511
Payment Due Upon Receipt	Amount Due This Invoice \$ 584.45
Reference# D00006933376	

Make check payable to FPL in USD and mail payments to address below

FPL
General Mail Facility
Miami FL 33188-0001

Florida Power & Light Company

Invoice

Customer Name and Address

CITY OF HOLLY HILL
1065 RIDGEWOOD AVE.
HOLLY HILL FL 32117

Federal Tax Id.#: 69-0247776

Customer Number: 6800016636

Invoice Number: 1800110511

Invoice Date: 05/20/2016

4,1,1500,650091,6800016636,1800110511,7,0000058445

Please retain this portion for your records

CURRENT CHARGES AND CREDITS

Customer No: 6800016636 Invoice No: 1800110511

Description		Amount
RES SVC CONV Reference# D00006933376		584.45
For Inquiries Contact: SHAWN MCMICHAEL 386-322-3412		Total Amount Due \$584.45 Payment Due Upon Receipt

PAYMENT COUPON

/41150065009168000166361800110513,0000058445

4,1,1500,650091,6800016636,1800110513,3,0000058445

Please mail this portion with your check

1800110513 1 of 1

CITY OF HOLLY HILL
1065 RIDGEWOOD AVE.
HOLLY HILL FL 32117

Make check payable to FPL in USD and mail payments to address below

FPL
General Mail Facility
Miami FL 33188-0001

Florida Power & Light Company

Invoice

Customer Name and Address

CITY OF HOLLY HILL
1065 RIDGEWOOD AVE.
HOLLY HILL FL 32117

Federal Tax Id.#: 59-0247775

Customer Number: 6800016636

Invoice Number: 1800110513

Invoice Date: 05/20/2016

4,1,1500,650091,6800016636,1800110513,3,0000058445

Please retain this portion for your records

CURRENT CHARGES AND CREDITS

Customer No: 6800016636 Invoice No: 1800110513

Description		Amount
RES SVC CONV/1010 RIDGEWOOD Reference# D00006933384		584.45
For Inquiries Contact: SHAWN MCMICHAEL 386-322-3412	Total Amount Due \$584.45 Payment Due Upon Receipt	



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

**City Commission
Agenda Item**

MEETING DATE: June 14, 2016
FROM: Valerie Manning
SUBJECT: Minutes - Special Meeting - May 17, 2016 and May 24, 2016 -
Regular City Commission Meeting
NUMBER: (ID # 1346)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the Special Meeting held on May 17th for the Benefits Review & Utilization Summary for 2016-2017 and the FY 2015-2016 Mid-Year Budget Review.

Minutes from the May 24th Regular City Commission meeting.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve all sets of minutes as submitted by the City Clerk.

COMMISSION GOAL:

N/A

MOTION:

AS DETERMINED BY THE CITY COMMISSION.

- Minutes - May 17, 2016 - Special Meeting - Health Benefits and Mid-Year Budget Review (PDF)
- Minutes - May 24, 2016 - Regular City Commission meeting (PDF)
- FORM 8B - Voting Conflict for Public Officials - Elizabeth Albert (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • MAY 17, 2016

City Commission Chamber

Special Meeting

6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

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

2. HEALTH BENEFITS UPDATES

1.

Health Benefits Update with Brown & Brown

(Requested by Diane Cole, Human Resources)

Jessica Scott, Vice-President Employee Benefits Division with Brown & Brown, Inc., and Brandon Savage with Risk Management from Brown & Brown, Inc., was present this evening to show a PowerPoint presentation to the Mayor and Commissioners regarding the 2016-2017 Benefits Review and Utilization Summary. Ms. Scott went through the PowerPoint presentation and informed the Mayor and Commissioners that the letter "G" in the plans stands for "grandfathered". The following information was discussed:

Executive Summary

- The City of Holly Hill offers three plans through Florida Health Care Plans (FHCP), consisting of the following:
 - HMO (G23)
 - HMO (G66)
 - H.S.A. Plan (G95)
- Includes a contribution to members' Health Savings Accounts (H.S.A.).
- The richest HMO Option (G23) has been a heavily enrolled/utilized plan historically and continues to heavily impact overall plan experience.
- Plan experience for the most recent 12 months is included in total, and separated by plan option to highlight utilization by plan.
- Alternative plan options are included from FHCP as a way to encourage appropriate plan use and to align with current coverage standards.
- Benchmarking is provided as a line of sight to other local government plan options and coverage level standards.

Plan Utilization Overview - Monthly Experience - All Plans Combined

Plan Year	Month	Total Subscribers	Total Members	Capitation & Clinic	Inpatient Paid	Outpatient Paid	Professional	Pharmacy & Supplies	Other	Total Combined	Paid Premium
2015	April	104	156	\$16,085	\$0	\$17,804	\$9,623	\$6,100	\$80	\$49,692	\$75,263
2015	May	104	158	\$8,619	\$0	\$18,618	\$12,108	\$6,837	\$1,154	\$47,336	\$75,286
2015	June	104	155	\$13,682	\$0	\$17,690	\$12,003	\$6,423	\$707	\$50,505	\$75,057
2015	July	102	153	\$13,615	\$0	\$25,914	\$9,149	\$6,231	\$2,081	\$56,990	\$73,725
2015	August	104	155	\$10,510	\$0	\$8,634	\$9,619	\$6,543	\$276	\$35,582	\$74,897
2015	September	103	148	\$13,868	\$0	\$5,980	\$8,871	\$7,683	\$116	\$36,518	\$73,499
2015	October	102	147	\$14,955	\$10,011	\$21,057	\$11,427	\$5,675	\$71	\$63,196	\$82,206
2015	November	106	152	\$15,253	\$29,118	\$20,147	\$19,255	\$6,353	\$95	\$90,221	\$85,368
2015	December	108	157	\$14,620	\$6,657	\$10,866	\$13,155	\$4,645	\$182	\$50,125	\$86,254
2016	January	107	157	\$14,882	\$0	\$15,890	\$7,824	\$6,670	\$489	\$45,755	\$84,911
2016	February	107	157	\$12,990	\$0	\$19,850	\$7,869	\$6,513	\$404	\$47,626	\$86,106
2016	March	108	158	\$13,535	\$5,823	\$13,044	\$12,160	\$5,131	\$1,012	\$50,705	\$86,457
Totals				\$162,614	\$51,609	\$195,494	\$133,063	\$74,804	\$6,667	\$624,251	\$959,029
Loss Ratio											65%

Monthly Experience - HMO Plan G23

Plan Year	Month	Total Subscribers	Total Members	Capitation & Clinic	Inpatient Paid	Outpatient Paid	Professional	Pharmacy & Supplies	Other	Total Combined	Paid Premium
2015	April	39	64	\$9,369	\$0	\$13,554	\$7,445	\$3,849	\$80	\$34,297	\$33,407
2015	May	40	64	\$4,580	\$0	\$18,618	\$10,957	\$5,116	\$1,143	\$40,414	\$33,600
2015	June	40	64	\$9,782	\$0	\$6,074	\$8,246	\$3,860	\$707	\$28,669	\$33,600
2015	July	38	62	\$7,926	\$0	\$12,441	\$5,524	\$4,961	\$2,081	\$32,933	\$32,268
2015	August	38	62	\$6,029	\$0	\$6,030	\$5,933	\$5,233	\$276	\$23,501	\$32,268
2015	September	37	55	\$9,134	\$0	\$4,803	\$6,020	\$5,590	\$116	\$25,663	\$30,870
2015	October	34	50	\$7,737	\$0	\$15,161	\$2,284	\$3,438	\$11	\$28,631	\$31,964
2015	November	34	50	\$6,545	\$0	\$14,386	\$15,013	\$4,627	\$78	\$40,649	\$31,964
2015	December	34	50	\$6,853	\$1,123	\$10,193	\$6,361	\$3,184	\$68	\$27,782	\$31,964
2016	January	34	50	\$6,239	\$0	\$4,481	\$3,972	\$4,114	\$100	\$18,906	\$31,964
2016	February	33	49	\$6,833	\$0	\$7,294	\$2,147	\$5,050	\$389	\$21,713	\$31,202
2016	March	33	49	\$5,838	\$0	\$11,338	\$4,237	\$2,577	\$32	\$24,022	\$31,202
Totals				\$86,865	\$1,123	\$124,373	\$78,139	\$51,599	\$5,081	\$347,180	\$386,273
Loss Ratio											90%

Monthly Experience - HMO Plan G66

Plan Year	Month	Total Subscribers	Total Members	Capitation & Clinic	Inpatient Paid	Outpatient Paid	Professional	Pharmacy & Supplies	Other	Total Combined	Paid Premium
2015	April	55	72	\$6,398	\$0	\$4,250	\$2,178	\$2,163	\$0	\$14,989	\$35,583
2015	May	54	74	\$3,445	\$0	\$0	\$736	\$1,639	\$11	\$5,831	\$35,413
2015	June	54	71	\$3,671	\$0	\$11,351	\$3,681	\$2,500	\$0	\$21,203	\$35,184
2015	July	54	71	\$5,354	\$0	\$13,473	\$3,625	\$1,148	\$0	\$23,600	\$35,184
2015	August	56	73	\$4,308	\$0	\$1,634	\$3,686	\$1,226	\$0	\$10,854	\$36,356
2015	September	56	73	\$2,894	\$0	\$1,177	\$2,851	\$1,970	\$0	\$8,892	\$36,356
2015	October	58	77	\$6,857	\$10,011	\$5,896	\$9,143	\$2,188	\$60	\$34,155	\$43,969
2015	November	62	82	\$8,222	\$29,118	\$5,761	\$4,242	\$1,656	\$17	\$49,016	\$47,131
2015	December	62	82	\$7,312	\$5,534	\$673	\$6,596	\$1,415	\$114	\$21,644	\$47,131
2016	January	60	80	\$7,713	\$0	\$11,409	\$3,852	\$2,540	\$389	\$25,903	\$45,788
2016	February	60	80	\$4,503	\$0	\$12,556	\$5,597	\$1,332	\$15	\$24,003	\$45,788
2016	March	60	79	\$6,750	\$5,823	\$1,706	\$7,501	\$2,408	\$980	\$25,168	\$45,311
Totals				\$67,427	\$50,486	\$69,886	\$53,688	\$22,185	\$1,586	\$265,258	\$489,194
Loss Ratio											54%

Monthly Experience - H.S.A. Plan G95

Plan Year	Month	Total Subscribers	Total Members	Capitation & Clinic	Inpatient Paid	Outpatient Paid	Professional	Pharmacy & Supplies	Other	Total Combined	Paid Premium
2015	April	10	20	\$318	\$0	\$0	\$0	\$88	\$0	\$406	\$6,273
2015	May	10	20	\$594	\$0	\$0	\$415	\$82	\$0	\$1,091	\$6,273
2015	June	10	20	\$229	\$0	\$265	\$76	\$63	\$0	\$633	\$6,273
2015	July	10	20	\$335	\$0	\$0	\$0	\$122	\$0	\$457	\$6,273
2015	August	10	20	\$173	\$0	\$970	\$0	\$84	\$0	\$1,227	\$6,273
2015	September	10	20	\$1,840	\$0	\$0	\$0	\$123	\$0	\$1,963	\$6,273
2015	October	10	20	\$361	\$0	\$0	\$0	\$49	\$0	\$410	\$6,273
2015	November	10	20	\$486	\$0	\$0	\$0	\$70	\$0	\$556	\$6,273
2015	December	12	25	\$455	\$0	\$0	\$198	\$46	\$0	\$699	\$7,159
2016	January	13	27	\$930	\$0	\$0	\$0	\$16	\$0	\$946	\$7,159
2016	February	14	28	\$1,654	\$0	\$0	\$125	\$131	\$0	\$1,910	\$9,116
2016	March	15	30	\$947	\$0	\$0	\$422	\$146	\$0	\$1,515	\$9,944
Totals				\$8,322	\$0	\$1,235	\$1,236	\$1,020	\$0	\$11,813	\$83,562
Loss Ratio											14%

Current & Prior 12 Months - High Cost Conditions (>\$50,000 in paid claims)

<u>Reporting Summary</u>	<u>Current Plan Year</u>		
<u>Dates Included</u>	April 1, 2015 - March 31, 2016		
Claimant #	Primary Diagnosis	Relationship to Employee	Total Paid Claims (Medical & Rx)
1	End Stage Renal Disease (ESRD)	Employee	\$84,879

<u>Reporting Summary</u>	<u>Prior Plan Year</u>		
<u>Reporting Basis</u>	April 1, 2014 - March 31, 2015		
Claimant #	Primary Diagnosis	Relationship to Employee	Total Paid Claims (Medical & Rx)
1	Coronary Atherosclerosis of Native Coronary Artery	Employee	\$120,621
2	Radiotherapy	Spouse	\$118,901
3	End Stage Renal Disease (ESRD)	Employee	\$66,939

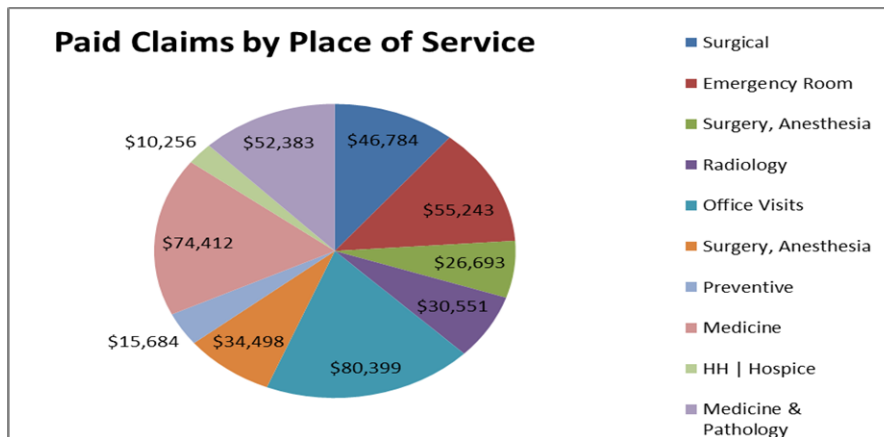
Key Plan Performance Indicators

Summary Cost Per Employee / Member	April 1, 2015 - March 31, 2016	Δ from Prior Period	April 1, 2014 - March 31, 2015		
Per <u>Employee</u> Per Year Payments	\$5,950	(\$1,506)	\$7,456		
Per <u>Member</u> Per Year Payments	\$4,044	(\$909)	\$4,952		
Average <u>Employees</u> Enrolled	105	0%	105		
Average <u>Members</u> Enrolled (inc. dependents)	154	-2%	157		
Summary of Payments by Place of Service	Total Charges	Per Member Per Month	Δ in Total Charges	Total Charges	Per Member Per Month
Inpatient Facility	\$51,609	\$28	(\$124,010)	\$175,619	\$93
Outpatient Facility	\$195,495	\$106	(\$40,110)	\$235,605	\$125
Professional	\$272,748	\$147	\$15,656	\$257,092	\$136
Capitation	\$22,933	\$12	(\$2,559)	\$25,492	\$14
Other (DME, Injectables, Ambulance, etc.)	\$6,666	\$4	\$227	\$6,439	\$3
Pharmacy	\$74,806	40.38	(\$4,115)	\$78,921	\$42

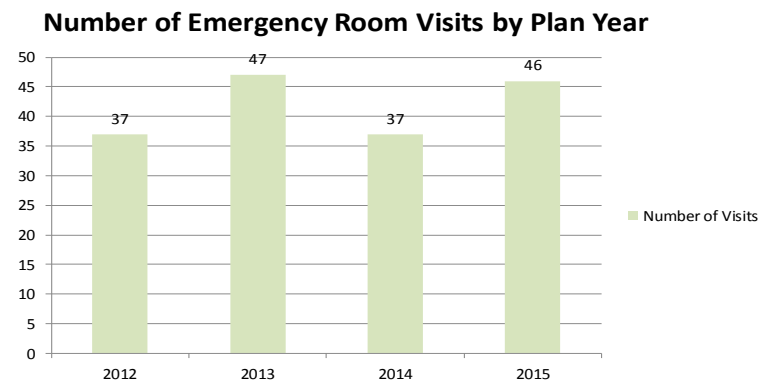
Utilization by Place of Service

Utilization Period	March 1, 2015 - February 29, 2016			
Provider Service Type	Subcategory	Paid Claims	Visits	Cost per Visit
Hospital Outpatient	Surgical	\$46,784	14	\$3,342
Hospital Outpatient	Emergency Room	\$55,243	44	\$1,256
Professional Institutional	Surgery, Anesthesia	\$26,693	53	\$504
Professional Office	Radiology	\$30,551	68	\$449
Professional Office	Office Visits	\$80,399	266	\$302
Professional Office	Surgery, Anesthesia	\$34,498	116	\$297
Professional Office	Preventive	\$15,684	60	\$261
Hospital Outpatient	Medicine	\$74,412	355	\$210
Hospital Outpatient	HH Hospice	\$10,256	71	\$144
Professional Office	Medicine & Pathology	\$52,383	1549	\$34

Opportunity for improvement in line item for paid claims \$15,684 and 60 visits



Emergency Room Utilization



Emergency Room (ER) visits increased in 2015 to 46 visits (24% increase) in comparison to 2014 (46 visits in 2015 vs 37 visits in 2014), which raises concerns over potential misuse of the emergency room, when a more suitable / accessible option is appropriate (urgent or convenience care).

Highest Cost Utilized Medications

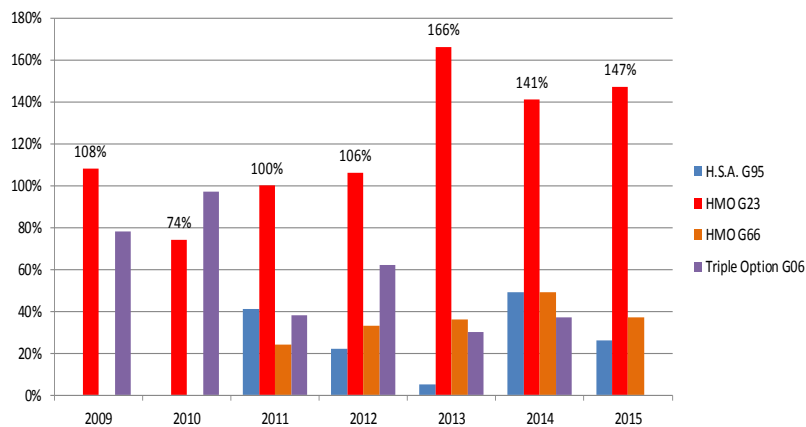
Utilization Period October 1, 2015 - February 29, 2016 (YTD)

Ranking by Spend	Drug Name	Paid Claims	Associated Condition	# of Scripts	Cost per Script
1	Renvela	\$3,027	Kidney Dialysis	2	\$1,513
2	Novolin	\$2,016	Diabetes	4	\$504
3	Victoza	\$1,961	Diabetes	4	\$490
4	Levemir	\$1,619	Diabetes	7	\$231
5	Amitiza	\$1,478	Laxative	2	\$739
6	Lyrica	\$1,326	Fibromyalgia	3	\$442
7	Atrovent	\$1,157	Bronchodilator	5	\$231
8	Aripiprazole	\$917	Antipsychotic / Depression / Autism	6	\$153
9	Bydureon	\$847	Diabetes	2	\$424
10	Omeprazole	\$736	Proton Pump Inhibitor (PPI)	24	\$31

Utilization Period October 1, 2014 - September 30, 2015

Ranking by Spend	Drug Name	Paid Claims	Associated Condition	# of Scripts	Cost per Script
1	Novolin	\$6,730	Diabetes	15	\$449
2	Bydureon	\$5,256	Diabetes	14	\$375
3	Humalog	\$4,126	Diabetes	12	\$344
4	Victoza	\$2,966	Diabetes	6	\$494
5	Amitiza	\$2,877	Laxative	12	\$240
6	Tanzeum	\$2,819	Diabetes	10	\$282
7	Atrovent	\$2,739	Bronchodilator	9	\$304
8	Renvela	\$2,713	Kidney Dialysis	3	\$904
9	Levemir	\$2,132	Diabetes	10	\$213
10	Dulera	\$1,611	Bronchodilator	9	\$179

Diabetes is a chronic condition that is highly prevalent at the City of Holly Hill - continued emphasis and education for membership on prevention and adherence to a treatment regimen is highly recommended.

Historical Plan Performance - Historical Loss Ratio by Plan

Plan Year	Current Plans			Terminated Option
	H.S.A. G95	HMO G23	HMO G66	Triple Option G06
2009	n/a	108%	n/a	78%
2010	n/a	74%	n/a	97%
2011	41%	100%	24%	38%
2012	22%	106%	33%	62%
2013	5%	166%	36%	30%
2014	49%	141%	49%	37%
2015	26%	147%	37%	n/a
Average	29%	120%	36%	57%

Current & Alternate Plan Design Options - H.S.A. G95 Plan

	Current Expiring	Alternate	Benchmark - Government
Plan Name	HDHP H.S.A. G95	LG HDHP POS T95	
Plan Type	HDHP w/ Health Savings Account	HDHP w/Health Savings Account	30% offer a CDHP alongside other options
H.S.A. Seed	\$1,894 Annually	TBD	72% of Employers Contribute
Plan Details	Network	Network	Median Seed: \$500 Single \$1,200 Family
Plan Deductible	\$1,300 Single \$2,600 Family	\$1,300 Single \$2,600 Family	\$1,500 Single \$3,000 Family
Embedded Deductible:	No	No	
Calendar or Policy Year:	Calendar	Calendar	
Coinsurance:	20%	20%	Median: 20% Coinsurance
Maximum Out-of-Pocket:	\$3,000 Single \$6,000 Family	\$3,000 Single \$6,000 Family	\$3,000 Single \$6,000 Family
(Includes Deductible, Copay, Rx)	Yes, Yes, Yes	Yes, Yes, Yes	
Physician Services	\$5	\$5	
Workforce Wellness Provider:	Deductible + Coinsurance	Deductible + Coinsurance	
Office Visit Copay:	Deductible + Coinsurance	Deductible + Coinsurance	
Specialist Copay:	Deductible + Coinsurance	Deductible + Coinsurance	
Chiropractic Copay:	Deductible + Coinsurance	Deductible + Coinsurance	
Hospital Emergency Services			
Inpatient Hospital Per Admission Copay:	Deductible + Coinsurance	Deductible + Coinsurance	
Emergency Room Copay:	Deductible + Coinsurance	Deductible + Coinsurance	
Urgent Care Copay:	Deductible + Coinsurance	Deductible + Coinsurance	
Workforce Wellness Provider:	\$5	\$5	
All Other Urgent Care Locations	Deductible + Coinsurance	Deductible + Coinsurance	
Outpatient Surgical Facility Copay:	Deductible + Coinsurance	Deductible + Coinsurance	
Ambulatory Surgery Center:	Deductible + Coinsurance	Deductible + Coinsurance	
Diagnostic Services			
Lab, X-Ray & Diagnostics Outpatient:	Deductible + Coinsurance	Deductible + Coinsurance	
Lab, X-Ray & Major Diagnostics Outpatient:	Deductible + Coinsurance	Deductible + Coinsurance	
Prescription Drug			
Deductible:	Calendar Year Deductible	Calendar Year Deductible	
Tier 1:	\$3	\$0 (Ded Waived) / \$3	Median: \$10 Copay
Tier 2:	\$10	\$10 / \$15 (Walgreens)	Median: \$25 Copay
Tier 3:	\$30	\$30 / \$35 (Walgreens)	Median: \$45 Copay
Tier 4:	\$55	\$55 / \$60 (Walgreens)	Median: \$105 Copay
Tier 5:	\$100	\$125 (Specialty)	Median: \$20 / \$60 / \$100 Copay
Mail Order Prescription:	\$6/\$27/\$87/\$162 (3 mth Supply)	\$0/\$6/\$27/\$87/\$162 (3 mth Supply)	

Notes

Alternative proposed plans with changes are highlighted in red (less rich) or green (richer) text.

Benchmark Notes

Highlights a benefit less rich than benchmark.

Highlights a benefit richer than benchmark.

Current & Alternate Plan Design Options - HMO G23 Plan

	Current Expiring	Alternate	Benchmark - Government
Plan Name	Premium HMO G23	LG HMO T28-MOD	
Plan Type	HMO	HMO	33% offer at least one HMO
Plan Details	<i>Network Only</i>	<i>Network Only</i>	
Deductible:	\$0	\$0 (\$0 Family)	39% Require Plan Deductible
Embedded Deductible:	N/A	N/A	
Calendar or Policy Year:	Calendar	Calendar	
Coinsurance:	n/a	n/a	
Maximum Out-of-Pocket:	\$1,500 Single \$3,000 Family	\$2,000 (\$4,000 Family)	
(Includes Deductible):	n/a	Yes	
(Includes Copay):	Yes	Yes	
(Includes Rx):	No	Yes	
Physician Copay			
Workforce Wellness Providers	\$5	\$5	Median: \$20 Copay
Office Visit Copay:	\$10	\$20	Median: \$20 Copay
Specialist Copay:	\$20	\$35	Median: \$30 Copay
Chiropractic Copay:	\$10	\$15	
Hospital / Emergency Services			
Inpatient Hospital Per Admission Copay:	\$200	\$250 / Day (Days 1-5)	Median: \$250 Deductible
Emergency Room Copay:	\$75	\$200	Median: \$100 Copay
Urgent Care Copay:			
Workforce Wellness Copay:	\$5	\$5	
All Other Urgent Care Providers:	\$25	\$75	
Outpatient Surgical Facility Copay:	\$0	\$200	61% Req. Copay Median: \$125 Copay
Ambulatory Surgery Center:	\$0	\$200	
Diagnostic Services			
Lab, X-Ray & Diagnostics Outpatient:	\$0	\$0	
Lab, X-Ray & Major Diagnostics Outpatient:	\$0	\$25	
Preventive Adult Wellness	100% Covered	100% Covered	
Prescription Drug Deductible:	n/a	n/a	
Tier 1:	\$3	\$0 (Preventive) / \$3	
Tier 2:	\$10 (\$15 Walgreens)	\$10 / \$15 (Walgreens)	Median: \$10 Copay
Tier 3:	\$30 (\$35 Walgreens)	\$30 / \$35 (Walgreens)	Median: \$25 Copay
Tier 4:	\$55 (\$60 Walgreens)	\$55 / \$60 (Walgreens)	Median: \$45 Copay
Tier 5:	\$100	\$125 (Specialty)	Median: \$105 Copay
Mail Order Prescription:	\$6/\$27/\$87/\$162 (3 mth Supply)	\$0/\$6/\$27/\$87/\$162 (3 mth Supply)	Median: \$20 / \$60 / \$100 Copay

Notes

Out of Network Benefits not offered with the exception of Emergency Room Services.
 Alternative proposed plans with changes are highlighted in red text.

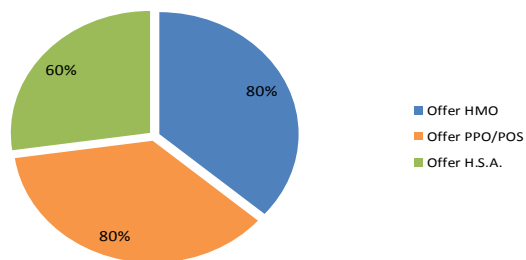
Benchmark Notes

 Highlights a benefit less rich than benchmark.
 Highlights a benefit richer than benchmark.

Current & Alternate Plan Design Options - HMO G66 Plan

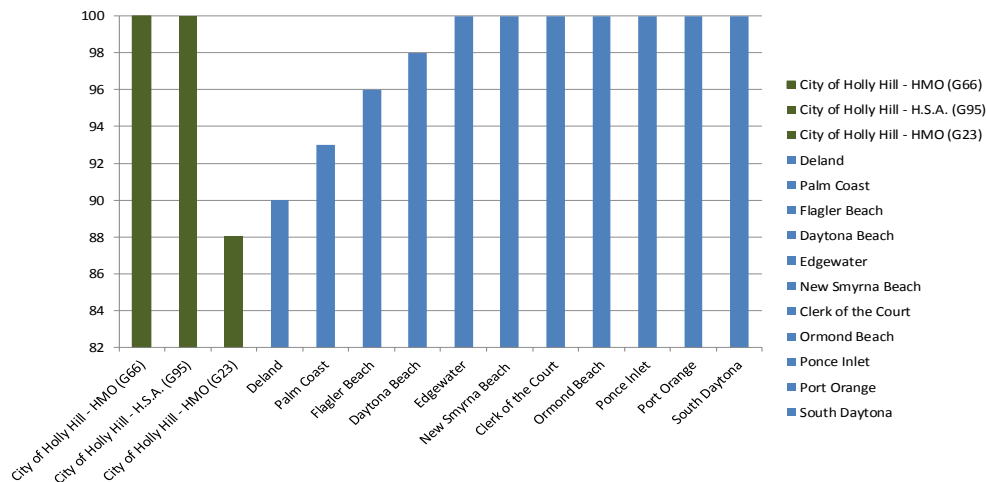
	Current Expiring	Alternate	Benchmark - Government
Plan Name	Balance HMO G66	LG HMO T39	
Plan Type	HMO	HMO	
Plan Details	<i>Network Only</i>	<i>Network Only</i>	
Deductible:	\$250 Single \$750 Family	\$250 (\$500 Family)	39% Require Plan Deductible
Embedded Deductible:	Yes	Yes	
Calendar or Policy Year:	Calendar	Calendar	
Coinsurance:	10%	10%	
Maximum Out-of-Pocket:	\$2,000 Single \$4,000 Family	\$3,500 (\$7,000 Family)	
(Includes Deductible):	Yes	Yes	
(Includes Copay):	Yes	Yes	
(Includes Rx):	No	Yes	
Physician Copay			
Workforce Wellness Provider Copay	\$5	\$5	Median: \$20 Copay
Office Visit Copay:	\$20	\$20	Median: \$20 Copay
Specialist Copay:	\$35	\$40	Median: \$30 Copay
Chiropractic Copay:	\$20	\$20	
Hospital / Emergency Services			
Inpatient Hospital Per Admission Copay:	Deductible + Coinsurance	Deductible + Coinsurance	Median: \$250 Deductible
Emergency Room Copay:	\$100	\$350	Median: \$100 Copay
Urgent Care Copay			
Workforce Wellness Locations	\$5	\$5	
Non-Workforce Wellness Locations	\$50	\$100	
Outpatient Surgical Facility Copay	Deductible + Coinsurance	Deductible + Coinsurance	61% Req. Copay Median: \$125 Copay
Ambulatory Surgery Center	Deductible + Coinsurance	Deductible + Coinsurance	
Diagnostic Services			
Lab, X-Ray & Diagnostics Outpatient	\$0 (Lab), \$35 (X-Ray)	\$0 (Lab), Deductible + Coinsurance (X-Ray)	
Preventive Adult Wellness			
Prescription Drugs			
Deductible:	n/a	n/a	
Tier 1:	\$3	\$0 (Preventive) / \$3	
Tier 2:	\$10 (\$15 Walgreens)	\$10 / \$15 (Walgreens)	Median: \$10 Copay
Tier 3:	\$30 (\$35 Walgreens)	\$30 / \$35 (Walgreens)	Median: \$25 Copay
Tier 4:	\$55 (\$60 Walgreens)	\$55 / \$60 (Walgreens)	Median: \$45 Copay
Tier 5:	\$100	\$125 (Specialty)	Median: \$105 Copay
Mail Order Prescription:	\$6/\$27/\$87/\$162 (3 mth Supply)	\$0/\$6/\$27/\$87/\$162 (3 mth Supply)	Median: \$20 / \$60 / \$100 Copay
Notes	Out of Network Benefits not offered with the exception of Emergency Room Services. Alternative plans with changes are highlighted in red (downgrade) or green text (enhancement).		
	Benchmark Notes Highlights a benefit less rich than benchmark. Highlights a benefit richer than benchmark.		

Local Benchmarks - Plan Type Offered by Entity (%)



Government Entity	Offer HMO	Offer PPO/POS	Offer H.S.A.
Holly Hill	Yes	No	Yes
Daytona Beach	Yes	Yes	Yes
Deland	Yes	Yes	No
Palm Coast	No	Yes	Yes
Edgewater	Yes	Yes	No
Flagler Beach	Yes	Yes	No
New Smyrna Beach	Yes	Yes	No
Volusia County Clerk of the Court	Yes	Yes	Yes
Ormond Beach	No	Yes	Yes
Town of Ponce Inlet	Yes	No	Yes
Local Government Entities that Offer	8	8	6
Total Entities	10	10	10

Local Benchmark - Employer Contribution for Single Coverage (%)



Local Benchmark - Contribution to Health Savings Account (\$)



Mr. Forte stated the Mayor and Commissioners have to start thinking about plan modification, behavior modification otherwise, the city is going to run into a problem with healthcare. Healthcare is going to be their number one burden as an organization.

Mayor Penny stated he thinks its only prudent that they research the options, the money is going to make the decision for them, probably.

Mr. Forte stated they have a very short window and he needs to get some direction from them as to whether or not they want him to consider the alternate plans that they have on here.

Mayor Penny stated he thinks its less prudent if they don't consider it. If they don't consider it, they are going to keep getting what they got. They are going to be stuck to that rate increase, whatever it is.

Mr. Forte asked Ms. Scott if she has the city's proposed rate increase for this year?

Ms. Scott stated, yes. It's 5%.

Mayor Penny asked, 5% of what? That's the number.

Mr. Forte stated this year, the city's premium rate increase is 5% and its primarily because some big ticket claims are falling off their claims history. Historically, the city has averaged about 11% increase over time. He can almost assure them that next year they are going to see double digit increases in their insurance premiums. That's what is going to happen so they have to prepare for those future rate increases now.

Mayor Penny stated he knows that some of these changes seem drastic to some of you but five years from now the plan is going to look nothing like this. Its going to be a \$10,000 deductible, its only going to be catastrophic and you will plug with some supplemental policy to help with the deductible.

Commissioner Albert stated nobody has a crystal ball and nobody knows what is going to happen. She doesn't think they need to make a knee-jerk reaction to something that they don't know is going to occur. She is not interested in being the pill police. She thinks they should offer opportunities to have healthier lifestyles but she's not interested in tracking that. She doesn't think that's their position as a legislative body. She understands they have to look at the numbers and they have to look at making hard decisions based on revenue but she thinks they are getting into the slippery slope there.

Mr. Forte stated in this case they are not serving the roll as the legislative body. The legislative body makes decisions for the general public. In this case, they are the Board of Directors who are providing a benefit to its employees and they have to manage that benefit. There's a difference. A knee-jerk reaction is coming in with a proposal by putting everybody on the high deductible plan. He's not knee-jerk reacting. He's making them aware of potential cost increases, almost guaranteed cost increases, and how they can start to make some gradual changes in behavior and plan modification in order that doesn't have an affect on their budget. A huge affect on their budget. Mr. Forte stated he

will ask about including medications into the plan, its the plans provider decision to make that call, not the city's. The city will inquire about that, absolutely. Mr. Forte stated knowing what they know tonight, moving into next year's budget, health insurance premiums will increase 5% and while that's a good number, its going to go up next year and if they don't start to get ahead of it, its like all the other benefits, its like pension benefits, if they don't start watching what's happening with them down the road its going to cost them more and although they are all sitting here concerned about today, they should be more concerned about the future. He needs to get some kind of direction on where they want to go. He's thinking if they can tweak these plans a little bit, they might get it down to a zero rate increase from Florida Health Care.

Commissioner Albert asked Mr. Forte what is his idea on tweaking.

Mr. Forte stated consider the alternative approach.

Mayor Penny stated he thinks it only makes sense to pursue it right now. They don't have to take it but they need the costs.

Mr. Forte stated staff and Ms. Scott can do that and then come back to the Commission closer to budget and see if they want to go with column A current plan or column B alternative plan maybe a zero percent increase.

Mayor Penny stated he thinks that's the wisest decision they can make tonight.

Commissioner Capers stated its the only decision they can make tonight.

Mayor Penny stated to make any other decision tonight is not practical.

Commissioner Albert stated, correct.

Mr. Forte stated they're in a good spot because the increase is only at 5%. The city is in a good position but don't take it for granted that its going to last, its not and while they gave pay increases, keep that in mind, all those compound and those rate increases compound year after year. Its not just a one-time expense. Mr. Forte stated they will work on putting the prescription plan on the high deductible plan, they will look at lowering the G23 plan emergency visits from \$350 down to \$250 and then as they get closer to their budget presentations, staff will give them option A as going with the current plans with whatever that rate is, or go with option B alternative plans and see what that rate is based on those two options.



3. MID-YEAR BUDGET REVIEW

1.

Mid Year Budget Review

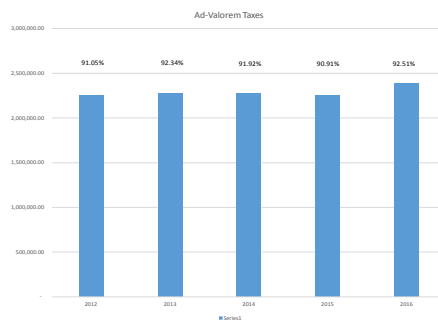
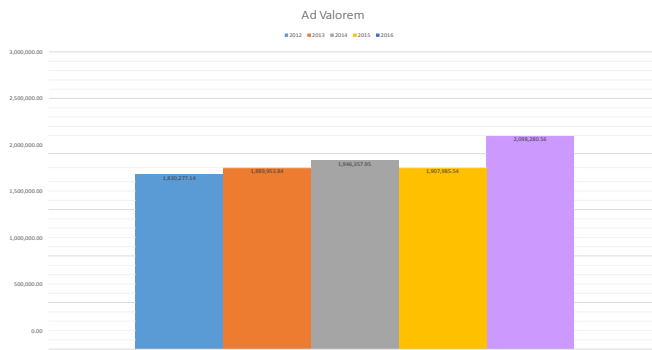
(Requested by Kurt Swartzlander, Finance)

Mr. Swartzlander showed a PowerPoint presentation on the FY 2015-2016 Mid-Year Budget Review to the Mayor and City Commissioners. The following information was shared and discussed with them and staff:

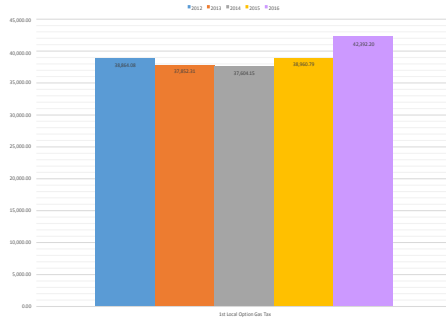
Setting the Stage

- October through February revenues/expenditures for each fund/year.
- Approximately 42% of the year complete.
- Last five years data for Revenue and One Year v. Budget for Expenditures.
- Scale is different on each slide.
- Only Major Funds
- Review Revenues
- Review Expenditures
- Review Capital Expenditures

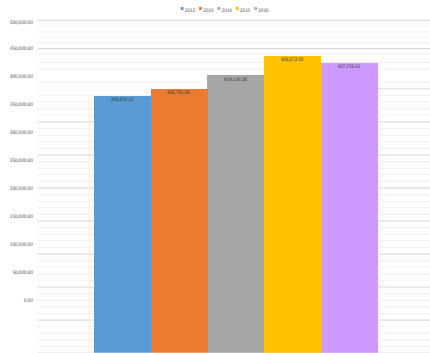
Revenues



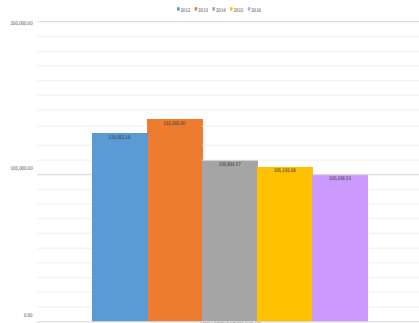
1st Local Option Gas Tax

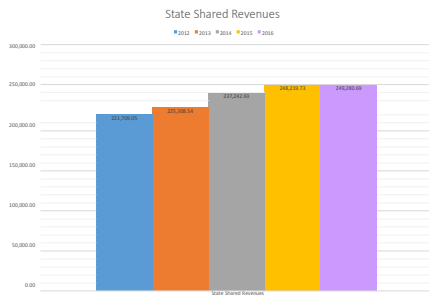
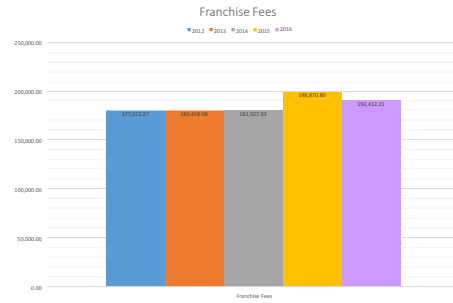


Utility Services Taxes

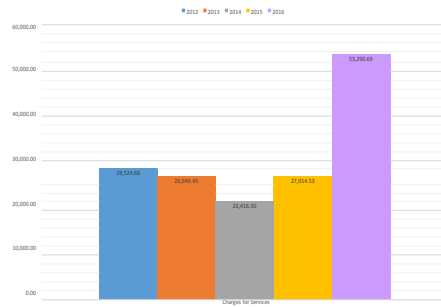


Communications Service Tax

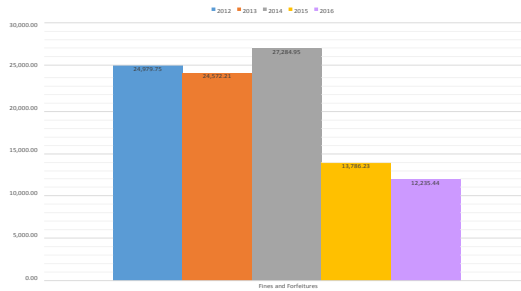




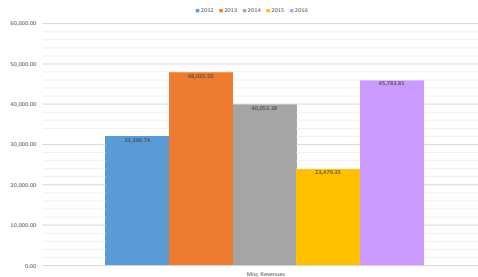
Charges for Services

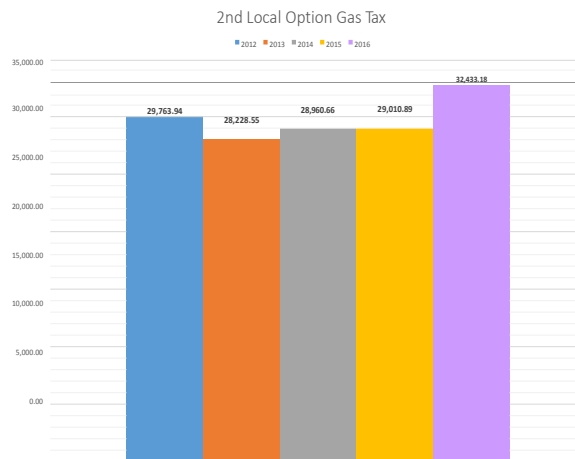
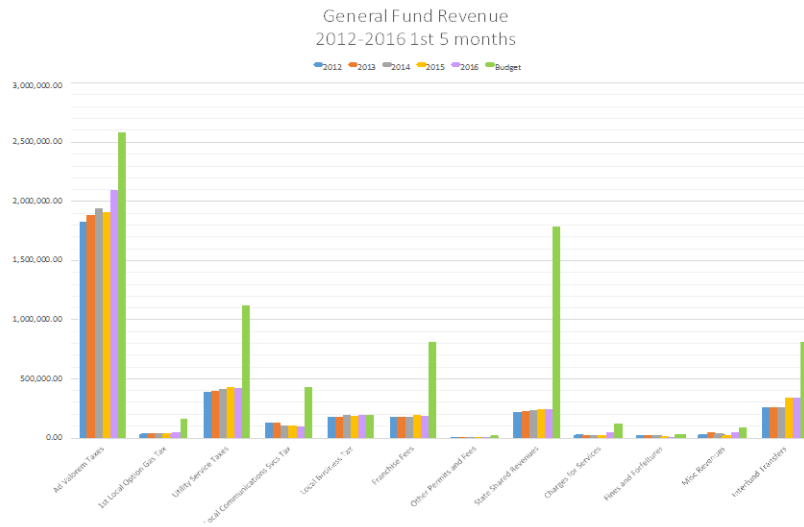


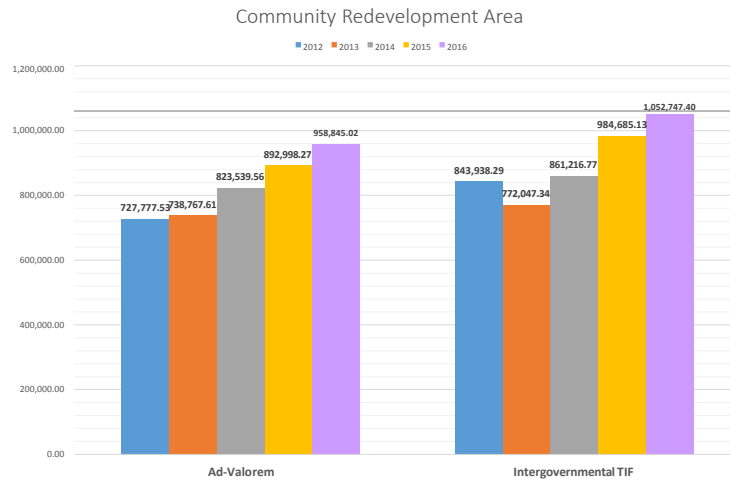
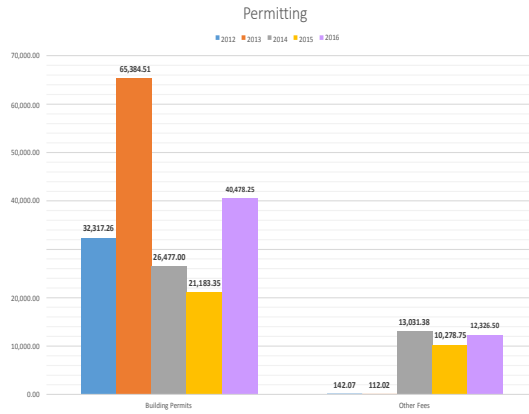
Fines & Forfeitures

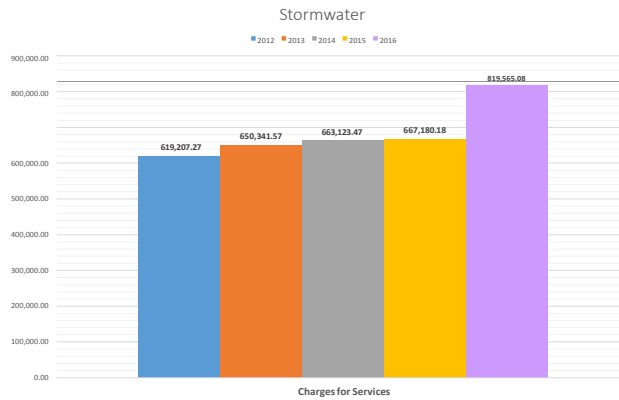
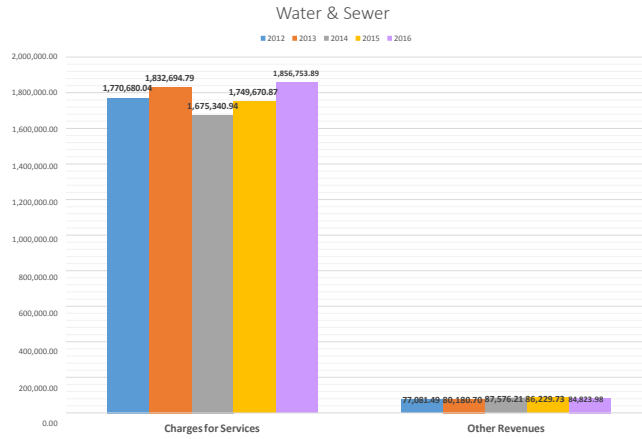


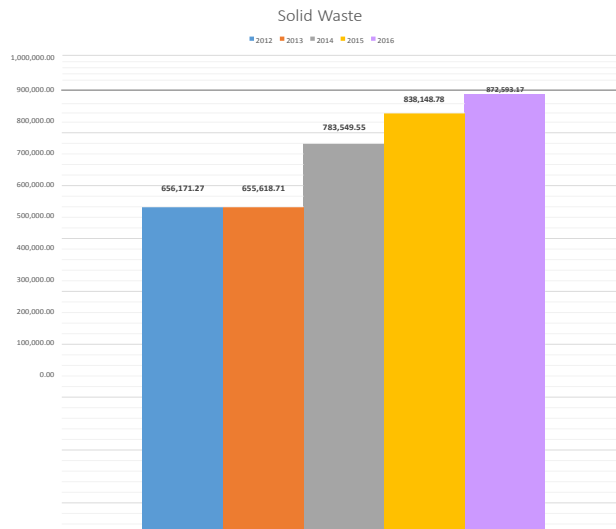
Misc. Revenues



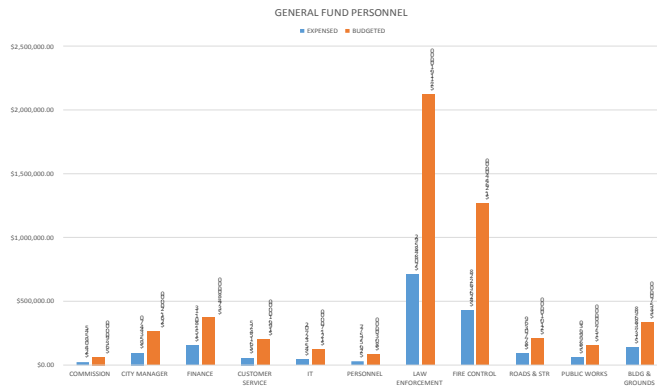


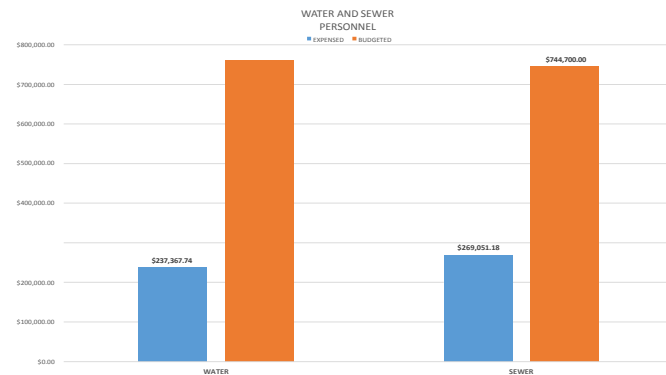
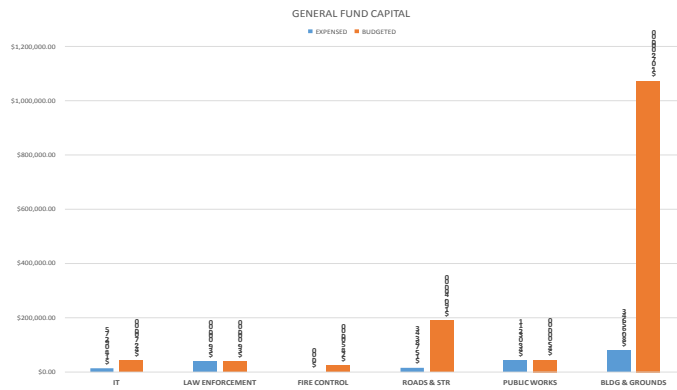
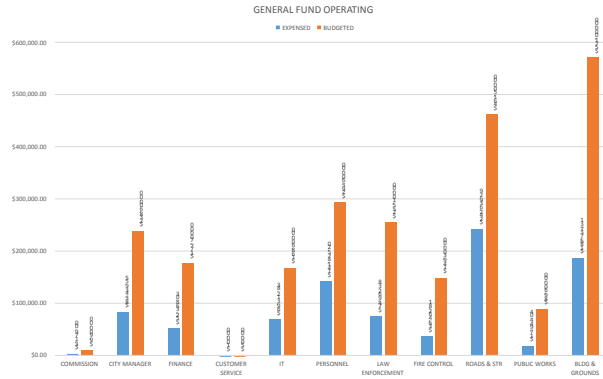


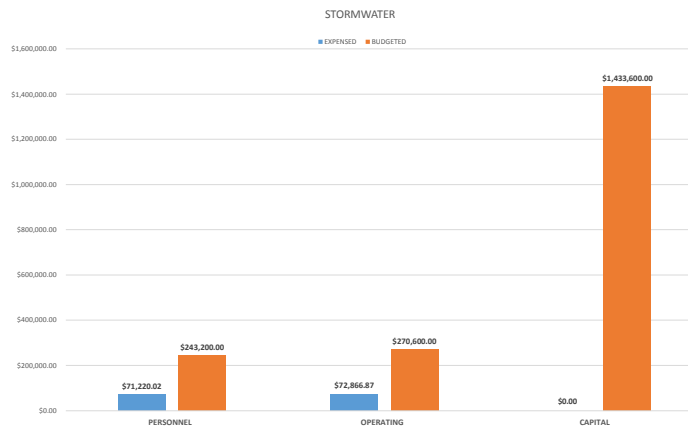
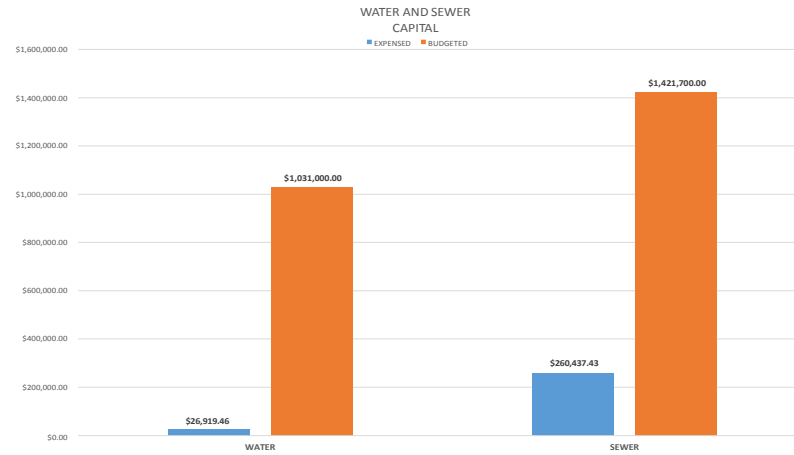


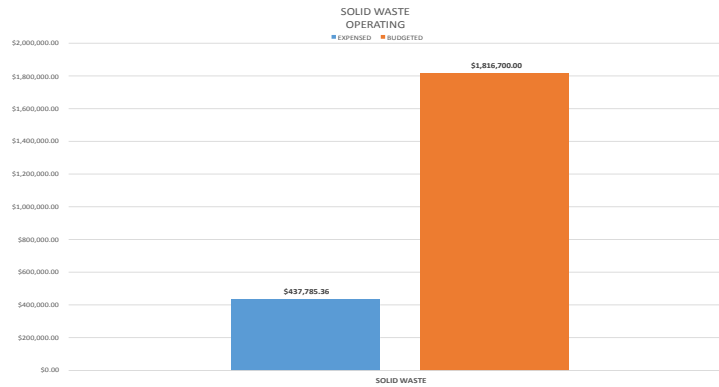


Expenses









TOTAL YTD EXPENDITURES

Fund Name	Fund	YTD Expense	Budget	% Expensed
GENERAL FUND	001 Total	\$2,981,738.34	\$9,157,700.00	32.56%
LOCAL OPTION FUEL TAX	002 Total	\$0.00	\$274,600.00	0.00%
PERMITTING	004 Total	\$100,810.31	\$385,000.00	25.37%
COMMUNITY REDEVELOPMENT	130 Total	\$580,650.64	\$5,122,100.00	11.34%
COBG FUND	140 Total	\$298.79	\$97,300.00	0.31%
WATER & SEWER FUND	400 Total	\$2,598,932.48	\$6,843,100.00	37.98%
PROPRIETARY R&R FUND	407 Total	\$398,333.38	\$588,000.00	67.74%
STORMWATER FUND	460 Total	\$144,086.89	\$513,800.00	28.04%
RENEWAL & REPLACEMENT	480 Total	\$287,356.89	\$2,452,700.00	11.72%
SOLID WASTE ENTERPRISE	495 Total	\$496,410.36	\$2,380,100.00	20.86%
	Grand Total	\$7,588,618.08	\$29,148,000.00	26.03%

Capital Projects

Account	Dept	Item Description	Budgeted Amount	Completed	In Progress (Estimated completion Date)	Not Started (Estimated Start and Finish Dates)	Not Doing
001-2210-522-64-00	FD	SCBA CARRYOVER	36,000.00	X			
001-1306-516-64-00	IT	PC REPLACEMENT PROGRAM	16,000.00	X			
001-1306-516-64-00	IT	EXAGRID NAS BACKUP DEVICE	14,500.00	X			
001-1306-516-64-00	IT	NETWORK SECURITY FIREWALL REPLACEMENT	24,000.00	X			
001-2110-521-64-00	PD	USED PATROL VEHICLES	15,000.00	X			
001-2110-521-64-00	PD	POLICE MOTORCYCLE	24,000.00	X			
110-2120-521-64-00	PD	SPEED TRAILER	12,000.00				X

Account	Dept	Item Description	Budgeted Amount	Completed	In Progress (Estimated completion Date)	Not Started (Estimated Start and Finish Dates)	Not Doing
001-4141-541-63-00	PW	CARRYOVER -- CALLE GRANDE SIDEWALK RR PED XING	27,700.00	X			
001-4141-541-63-00	PW	FEC TRACK CROSSING REHAB ANNUAL ESTIMATE	90,000.00			Unknown	
001-4141-541-63-00	PW	FLOMCH ST SIDEWALK CONSTRUCTION EST 10% TPO MATCH	52,000.00			Carryover - TBD	
001-4141-541-63-00	PW	CENTER AV SIDEWALK (NORTH) STUDY EST 10% TPO MATCH	5,000.00			Carryover - TBD	
001-4141-541-63-00	PW	CENTER AV SIDEWALK (SOUTH) STUDY EST 10% TPO MATCH	5,000.00			Carryover - TBD	
001-4141-541-63-00	PW	1831 N NOVA DEVELOPMENT AGMT CONTRIBUTION	9,000.00	X			
001-4141-541-63-00	PW	CARRYOVER -- ROADWAY RESURFACING	340,000.00	X			
001-4141-541-64-00	PW	STIHL SAW (FOR CUTTING STREETS)	1,700.00	X			
001-4160-519-64-00	PW	WELDER (REPLACES #2006002023)	5,000.00	X			
001-4160-519-64-00	PW	EQUIPMENT LIFT (FOR FIRE TRUCK, DUMP TRUCK, ETC)	30,000.00	X			
001-4172-572-62-00	PW	SET ASIDE FOR AIR CONDITIONER REPLACEMENTS	10,000.00			Unknown	
001-4172-572-62-00	PW	SICA HALL GENERAL REPAIRS	35,000.00		May-16		
001-4172-572-62-00	PW	RENOVATIONS TO PD FRONT RECEPTION AREA	10,000.00		Jun-16		
001-4172-572-62-00	PW	UTILITY BILLING RELOCATION	25,000.00	X			
001-4172-572-63-00	PW	CARRYOVER-DOCK REPAIRS-SUNRISE & ROSS POINT PARKS	100,000.00		Carryover - TBD		
001-4172-572-64-00	PW	72" DECK Z-TURN MOWER (REPLACING #753)	9,500.00		Jul-16		
001-4172-572-64-00	PW	60" DECK Z-TURN MOWER (REPL #757,771,843) @ \$9400 EA	28,200.00		Jul-16		
001-4172-572-65-00	PW	SUNRISE PK S BOAT RAMP IMPRV DESIGN/PERMITTING	65,300.00		Sep-16		
001-4172-572-65-00	PW	SUNRISE PK S IMPRV CONSTRUCTION	650,000.00		2018		
001-4172-572-65-00	PW	SUNRISE PK S IMPRV CONST GRANT WRITING/ADMIN (EST)	31,000.00		Sep-16		
001-4172-572-65-00	PW	7TH ST NEIGHBORHOOD PARK IMPROVEMENTS	60,000.00		Sep-16		

Account	Dept	Item Description	Budgeted Amount	Completed	In Progress (Estimated completion Date)	Not Started (Estimated Start and Finish Dates)	Not Doing
002-4141-541-63-10	PW	STREET RESURFACING	114,600.00	X			
130-5510-552-62-00	PW	REROOF MARKET PHASE 1 (OF3) IN PROGRESS	150,000.00		May-16		
130-5510-552-62-00	PW	REROOF MARKET PHASE 2 (OF3)	300,000.00				X
130-5510-552-63-00	PW	CRA DIST. OVERHEAD TO UNDERGROUND UTIL CARRYOVER	2,884,800.00		Carryover - TBD		
130-5510-552-65-00	PW	TRAFFIC MAST ARM(6TH OR 8TH STREET)TPO MATCH	30,000.00			Carryover - TBD	
139-5590-552-65-00	PW	CRA DIST.CONV OVERHEAD TO UNDERGROUND CARRYOVER	4,135,000.00		Carryover - TBD		
140-3020-535-63-00	PW	CDBG WW LIFT STATION #12 IMPROVEMENTS	57,300.00		Sep-16		
140-4172-572-63-00	PW	CDBG ROSS POINT PARK PLAYGROUND EQUIPMENT	15,000.00		Sep-16		
460-3080-538-61-00	STW	STORMWATER MASTER PLAN LAND ACQUISITION	500,000.00				X
460-3080-538-63-00	STW	STORMWATER MASTER PLAN IMPROVEMENT PROJECTS	795,600.00		Carryover: Sep-17		
460-3080-538-64-00	STW	REPLACEMENT VAN (V#47 - INMATES)	25,000.00		May-16		
460-3080-538-64-00	STW	REPLACEMENT MINI DUMP TRUCK (V#756)	28,000.00		Jun-16		
460-3080-538-64-00	STW	REPLACEMENT END LOADER (V#886)	85,000.00	X			

Account	Dept	Item Description	Budgeted Amount	Completed	In Progress (Estimated completion Date)	Not Started (Estimated Start and Finish Dates)	Not Doing
480-3020-535-63-00	SWR	CARRYOVER -- REHAB TO LIFT STATION #17	230,000.00		Jun-16		
480-3020-535-63-00	SWR	CLEANING OF BACTERIOLOGICAL TREATMENT UNIT #1	142,000.00		Carryover: TBD		
480-3020-535-63-00	SWR	SMOKE TESTING (LS #2, #11, #14, #24)	25,000.00	X			
480-3020-535-63-00	SWR	SANDBLAST & PAINT D.A.F. UNIT	55,000.00		Carryover: TBD		
480-3020-535-64-00	SWR	CARRYOVER -- WA & WW PLANT GENERATOR UPGRADE @ 50%	155,000.00		Aug-16		
480-3020-535-64-00	SWR	BELT PRESS ROLLER REPLACEMENT/RECOATING	40,000.00		Sep-16		
480-3020-535-64-00	SWR	2 TON ELECTRIC CHAIN HOIST FOR CHEMICAL STORAGE	4,200.00	X			
480-3020-535-65-00	SWR	SCADA SYSTEM UPGRADE ENGINEERING @ 50% WA/WW	37,500.00		Sep-16		
480-3020-535-65-00	SWR	REHABILITATION OF LIFT STATION #16	380,000.00		Sep-16		
480-3020-535-65-00	SWR	REHABILITATION OF LIFT STATION #12	305,000.00		Sep-16		
480-3020-535-65-00	SWR	RE-ROUTE OF LIFT STATION #14 FORCE MAIN	48,000.00		Sep-16		
480-3010-533-63-00	WTR	WATER SYSTEM IMPROVEMENTS PHASE 2 - RIVERSIDE DRIVE	400,000.00		Sep-16		
480-3010-533-63-00	WTR	CARRYOVER -- WELL #12A REHABILITATION	30,000.00	X			
480-3010-533-63-00	WTR	SHELTER STRUCTURE FOR CO2 TANK	6,000.00	X			
480-3010-533-64-00	WTR	CARRYOVER -- WA & WW PLANT GENERATOR UPGRADE @ 50%	155,000.00		Aug-16		
480-3010-533-64-00	WTR	REPLACEMENT UTILITY TRAILER (VR28)	2,500.00	X			
480-3010-533-64-00	WTR	GENERATOR FOR WESTERN WELLFIELD	325,000.00		Carryover: Dec-16		
480-3010-533-64-00	WTR	GENERATOR & CONTROLS FOR WELL #11 & ELEVATED TANK	75,000.00		Carryover: Dec-16		
480-3010-533-65-00	WTR	SCADA SYSTEM UPGRADE ENGINEERING @ 50% WA/WW	37,500.00		Sep-16		
487-3010-533-63-00	WTR	RAW WATER LINE RELOCATION DUE TO LPGA WIDENING	85,000.00		Carryover: TBD		

Mr. Forte stated he thinks overall the Mayor and Commissioners can see that the departments are handling their budgets pretty well. They're staying within their budgets, they're proportionally where they should be, he thinks they are doing a really good job at managing what little budgets they have. He gives them a lot of credit for the work that they do. Mr. Forte stated he is looking for some direction from the Commission as they go forward to start to establish the budgets for next year, do they have any guidance or guidelines that they need for staff to stay within. For example, last year, from the operations side, we did a little better from the Commission than I had anticipated. They were able to get both a little bit of an ad valorem increase as well as a stormwater increase and he appreciates their leadership and guidance on that so moving into next year, obviously they're not looking for stormwater increases. They will likely come back, not necessarily at budget time, but they will be looking to do something with the local business tax receipts because he thinks they are lagging and they should be right-sized a little bit but as far as ad valorem taxes, he is seeking the Commissions direction on where's the target they are looking for him to hit. The Commission has the options of the current rate which will be reflective of a tax increase, they have the opportunity of the rollback rate which would be holding the same revenues from last year plus any new construction that's come in or they have a flat out tax millage increase. Typically, he would tell them because of the generosity of the Commission showed last year, we would probably be looking toward something between the current rate and the rollback rate.

Commissioner Albert asked when do the preliminary numbers come out? What month is that?

Mr. Swartzlander stated June 1st. They get pre-preliminary numbers and then July 1st they get the preliminary number. One big issue there is on June 1st the city doesn't get

CRA number. Staff tries to get an estimate from the data base but they don't the CRA number until July 1st. What true rollback is, is July 1st.

Commissioner Albert stated she thinks, like what the Commission said about the health insurance, she thinks its premature to even entertain this conversation until they know what the number is or trending towards, at least for her. She would like to see the pre-preliminary to get a conceptual idea of what they are looking at.

Commissioner Byrnes stated he would like to see them stay at or below their current rate. There would have to be some major disruption to go above that. That's his opinion from looking at the numbers Mr. Swartzlander has presented.

Commissioners Currie and Capers stated they feel the same but would like to see the data.

Commissioner Capers stated by the way this information is great and kudos to everyone who participated in getting the information together, its amazing to see it in front of him.

Mayor Penny stated he would like to see it hit the rollback rate.

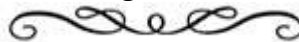
Mr. Forte stated he is just looking for a target. They're not committing to anything tonight. He is just trying to get a feel of the Commission in where their comfort zone is.

Commissioner Albert stated alluding to that conversation, since they have a lot going on with the lift stations and the water and wastewater area, stormwater they could infer then going forward in the next budget, perhaps, this will lighten a little bit or no?

Mr. Forte stated that's a different fund. That's the enterprise funds that their ad valorem taxes. Depending upon the revenues, this separate bank of revenues that come in, that will dictate what capital projects they could use.

Commissioner Albert stated, okay. She gets it. She is just trying to see where they can shift the weight around to get things done.

Mr. Forte stated this is the second year that they've done this and he doesn't think the Commission as ever done a mid-year review before. He thinks its educational and helpful not only for them but for the staff to understand where the city is at and it gets them ready and prepared to start to go into their budget sessions.



4. ADJOURNMENT

The special meeting adjourned at approximately 8:00 PM.



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • MAY 24, 2016

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

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 F. Capers	District 3 - Commissioner	Present	
Elizabeth Albert	District 4 - Commissioner	Present	
John Penny	Mayor	Present	

B. Invocation

Commissioner Albert led the invocation.

C. Pledge of Allegiance to the Flag

Mayor Penny led the Pledge of Allegiance to the Flag.

2. PRESENTATION - NONE

None.

3. PUBLIC COMMENTS

No one spoke.

4. APPROVAL OF MINUTES

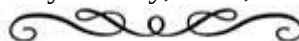
1.

Minutes - May 10, 2016 - Regular City Commission and CRA Meeting

(Requested by Valerie Manning, City Clerk)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	Elizabeth Albert, District 4 - Commissioner
AYES:	Byrnes, Currie, Capers, Albert, Penny

Enacted and approved this 24th day of May, 2016, in Holly Hill



5. CONSENT AGENDA - ITEM (1)

Mayor Penny asked if any member from the audience would like to discuss any item on the Consent Agenda and if any member of the Commission would like to pull an item to further discuss it. There was no one who discussed or pulled an item from the Consent Agenda.

1. Resolution

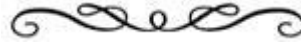
Award and Authorize the City Manager to Execute a Contract with MCG Services for the Installation of a Multi-Use Path at the 7Th Street Park for the Bid Price of \$38,320.00 - Resolution 2016-R-21

(Requested by Mark Juliano, Public Works)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Arthur J. Byrnes, District 1 - Commissioner
SECONDER:	Elizabeth Albert, District 4 - Commissioner
AYES:	Byrnes, Currie, Capers, Albert, Penny

RESOLUTION

Enacted and approved this 24th day of May, 2016, in Holly Hill



6. REGULAR AGENDA

1. Ordinance

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

(Requested by Kurt Swartzlander, Finance)

Mayor Penny opened public participation. No one spoke.

RESULT:	APPROVED AT 1ST READING [UNANIMOUS]	Next: 6/14/2016 7:00 PM
MOVER:	Arthur J. Byrnes, District 1 - Commissioner	
SECONDER:	John F. Capers, District 3 - Commissioner	
AYES:	Byrnes, Currie, Capers, Albert, Penny	



2.

Towing Agreement Award

(Requested by Kurt Swartzlander, Finance)

Mr. Forte stated this was sent out for an Request for Proposal (RFP) and the city received 4 bids back. Three of the bids were determined to be non-responsible bidders. One bid came back as acceptable. Their bid was in the amount of \$39,351.48. In the packets the Mayor and Commissioners can see the reasons for determining a non-responsible bidders. Staff is recommending that the Commission accept the staff report and authorize the City Manager to execute an agreement with Arrow Towing Services.

Mayor Penny opened public participation. No one spoke.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	John F. Capers, District 3 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Byrnes, Currie, Capers, Albert, Penny

Enacted and approved this 24th day of May, 2016, in Holly Hill



3.

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

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

Mr. Forte stated this is a variance request to the Code not to the property. This is a property that was once not adjacent to LPGA Blvd., but since they did widening of LPGA Blvd., it is now adjacent because they took down a building when they did the road widening. After Mr. Harowski does his explanation, he just wants to reiterate to the Commission that if you decide to approve this request that the request comes with the caveat that the owner of the property needs to bring the property into compliance. There are several corrective actions that need to take place. That list of items is in their agenda packets so the Commission would be authorizing this upon completion of bringing these items into compliance.

Mayor Penny asked in what time frame?

Mr. Forte stated there are time frames that are associated with some of the repairs. Some of them are immediate repairs and some of them may be up to seven or thirty days but the applicant should not be authorized to get his Local Business Tax Receipt until these items are completed.

Tom Harowski, City Planner, stated the issue they are dealing with arose when the property owner was attempting to lease the building in question for use of an automotive repair facility. Because the property now abuts LPGA Blvd., as a result of the widening, it came under the provision in the city's redevelopment district overlay which prohibits new automotive repair businesses on properties that front US1 and LPGA Blvd. For properties that front LPGA Blvd., the city established a depth of 250 feet beyond which the prohibition against automotive repair would not apply that the city had some properties that were very deep. So it was either the property that adjacent to the road of 250 feet or whichever is less. The variance that the Commission is being asked to consider is essentially to take that 250 foot prohibition and reduce it to zero. The Planning Board heard this case at their regular meeting in May and they made a series of conclusions and they are:

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

Mayor Penny asked if the Planning Board put a time limit on the code violations?

Mr. Harowski stated they did not. At the time of the Board hearing, he doesn't believe that all of the inspections had been completed.

Mr. Forte stated they were not.

Commissioner Albert stated because what the Commission is looking at in their packets, the code violations list is quite lengthy.

Mr. Forte stated that is the list. This is an opportunity and he thinks the city lost this opportunity on a previous action that the Commission took but when a business or a property is out of compliance and they are coming in and asking for favor of the Commission, he thinks its only right that the property be brought into compliance. This is one of the opportunities, one of the very few opportunities they have to bring a property into compliance and if they want a favor from the city, its the city's chance to bring it up. It is an excessive list, there are twelve items on the list, some are minor, some are a little

bit more significant but the city will never bring a property into compliance unless they have opportunities like this. Except through stricter code enforcement and people always seem to find their way around it. Not necessarily this property but just in general.

The tenant spoke on behalf of the applicant John Oliva because he is in New York at this time. At the zoning meeting Mr. Oliva explained that he would not be here for this meeting tonight. Officer Hutchison has been over to the property about a week ago, they went through the code violations list and they are working on the property right now.

Mayor Penny asked what do you think is a realistic time frame to have all these twelve items taken care of?

The tenant stated 30 days would be fine.

Mayor Penny asked 30 days would be fine?

The tenant stated, yes. That would be fine.

Commissioner Currie asked Mr. Forte what it was he recommended?

Mr. Forte stated he didn't make a recommendation for the time frame. As far as he is concerned, the time frame could be indefinite. They are not going to get their Local Business Tax Receipt until they are done. If they want to get it done in 30 days then they will get their Local Business Tax Receipt. If they want to get it done in 60 days then they will get their Local Business Tax Receipt but there are some things on there that may end up going to the Special Master because they are not in compliance based on what the code officers general time to repair is.

Mayor Penny stated they have until July 20th according to this before they go to Special Master.

Mr. Forte stated this was a courtesy notice that they were given. It wasn't a formal write up.

Mayor Penny stated, okay.

Commissioner Albert stated she thinks is pretty commendable if they think they can do it in 30 days she thinks they should give them a shot.

Mayor Penny stated he thinks they should go with staffs recommendation upon completion of all the code violations.

Commissioner Byrnes stated he's not going to go for that. He thinks the applicant....the applicant agrees to 30 days. He doesn't want to see the city dragging its feet on a property that is in such disrepair. Commissioner Byrnes stated he is concerned that the garage doors are a big repair item but to leave it open-ended, as much as he respects Mr. Forte's recommendation, the city could have a property that sits there for a month or a year.

Mayor Penny stated he doesn't think Commissioner Byrnes understood what Mr. Forte said. The applicant has been put on notice and the time frames, irregardless of what this body does tonight, are set in motion by Code Enforcement. If the applicant is not in compliance with the letter of the law they will go to Special Master. The applicant is asking for this relief so that they can get the variance. They are not going to get their Business Tax Receipt until all of these twelve items are in compliance.

Mr. Forte stated if the Commission puts a time frame on it and the applicant doesn't meet that time frame, they will be coming back to the Commission for the special exception request again. If the Commission approves it as submitted with the applicant having to come into compliance, they will fall under the Code Enforcement's time frame. This is kind of an exchange for getting the Local Business Tax Receipt, otherwise, they still have to come into compliance or they are going to go to the Special Master because they are not in compliance.

Commissioner Byrnes asked if the city is going to be able to monitor that the applicant is not using the building for that period of time?

Mr. Forte stated, yes. There has been a notice placed on the building and they have been monitoring them.

Commissioner Currie stated basically, all the Commission would be doing by attaching a time limit would be dual limit.

Mr. Forte stated its going to actually put a great restriction on the applicant if they don't meet that time limit because they would have to come back to the Commission.

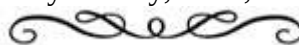
Commissioner Currie stated, okay.

*Commissioner Currie made a motion to **APPROVE** the **Variance Request as long as the applicant comes into compliance as submitted by staff**, seconded by Commissioner Albert.*

Mayor Penny opened public participation. No one spoke.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	Elizabeth Albert, District 4 - Commissioner
AYES:	Byrnes, Currie, Capers, Albert, Penny

Enacted and approved this 24th day of May, 2016, in Holly Hill



4.

919 Newcastle Variance Request: The Applicant is Requesting a Variance of 12 Feet One Inch from the Required 25-Foot Front Yard Setback and a Variance of 12 Feet Three

Inches from the Required 30-Foot Rear Yard Setback to Permit Construction of a One-Car Garage.

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

Mr. Harowski showed the location map of the property, 919 Newcastle to the Mayor and City Commission. Mr. Harowski stated immediately to the left of the property is The Mirage development, there's a lake area in there now. The property owner owns both sections of the family unit at 917 and 919 Newcastle is requesting a variance of 12 feet one inch from the required front yard setback of 25-feet and a variance of 12 feet three inches from the required rear yard setback of 30-feet to allow construction of a garage.

Commissioner Albert stated currently, part of their driveway is in the grassy area.

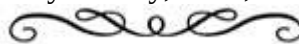
Mr. Harowski stated the stripped area would be the new driveway. The Board of Planning and Appeals heard this case at their regular meeting on May 2, 2016. The staff report provided for the Planning and Appeals Board and the application with supporting materials provides the background detail for the requested variance. Both setbacks are currently non-conforming so any addition will require relief from the regulations. The proposed addition is placed so it will not impact adjacent properties, and as noted the existing structure is non-conforming for both the front and rear yard setbacks. The current placement of the structure is consistent with other similar lots in the subdivision, so the regulations may have changed since the subdivision was developed in the mid to late 1970s. Based on the criteria for a variance the Planning Board made the following conclusions:

1. The impact to the property from either a change in regulations or an incorrectly applied rule, created conditions and circumstances that support the granting of variance.
2. The applicant did not own the property at the time the unit was constructed or at the time one garage space was converted to living area.
3. The variance will enable the property owner to develop the property with a standard garage.
4. A literal interpretation of the code will forestall any improvement on the property and would require complete reconstruction of the existing building if the units need to be replaced.
5. The requested variance results in a garage that is reasonable in size and extends the existing front and rear walls of the building in line with the existing construction.
6. The placement of the proposed addition will have minimal impact on neighboring properties and will not be detrimental to the public welfare.

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

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	Elizabeth Albert, District 4 - Commissioner
AYES:	Byrnes, Currie, Capers, Albert, Penny

Enacted and approved this 24th day of May, 2016, in Holly Hill



7. PUBLIC HEARINGS - NONE

None.

8. COMMUNICATIONS

a. City Manager & Staff Comments

1. -DOC-2016-10

Movies in the Park

(Requested by Joseph Forte, City Manager)

Mr. Forte stated there was a request for a non-profit to show some movies in Sunrise Park. In the audience is Wesley Stewart and Mark Conroy who are future business owners of Urban Surf 4 Kids and what they are trying to do is bring some community events back into the city and they came to him and requested to utilize Sunrise Park to show some PG and PG-13 movies. At this point, three times during the summer during June, July and August. They have a for profit business but they also have a non-profit business in which they support foster children. In some of the emails that he has received, he is trying to put them in touch with some of the foster agencies here in Volusia County. Last weekend they had an event up in Flagler County and he understands it was a great success. They are asking to have the ability to show movies on June 18, Disney's Inside Out, July 16, The Legend of Eddie Aikau, and August 20, The Avengers. It will be free for the kids, they may be having free food for the kids that show up and the city would like to give this a shot and an opportunity to see if they get some of the kids out there and participate in this program. Both of these men did go through the background check because they will be dealing with kids and everything came back satisfactory. Mr. Forte stated he is looking for the Commission to support this project and those specific dates.

Mayor Penny stated he thinks its a fantastic idea. He met both the gentlemen in the past and it seems nothing but positive.

There was **CONSENSUS** from the Commission to move forward with the movies in the park as submitted by staff.

RESULT:	PRESENTATION
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Enacted and approved this 24th day of May, 2016, in Holly Hill



2. -DOC-2016-11

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

(Requested by Valerie Manning, City Clerk)

Mr. Forte discussed the job description for the Economic Development. In the past the Commission may not have been involved in acknowledging new positions that were created. He's not hiring any additional fulltime equivalent positions but what staff is doing is Lisa O'Neal has taken the position of the Executive Assistant to the Police Chief when Pat retires so that's going to free up his CRA Grants Coordinator position and as they know he hasn't filled Lynn Dehlingher's Economic Development position. He thinks there might be an opportunity to combine the two into one position and hire a person who can do both economic development and CRA coordination and this is a copy of that job description and he just wants to present it to the Commission and see if anyone has any objection. If not, he is going to go ahead and proceed with advertising for that position.

Commissioner Capers asked what is the salary range on it?

Mr. Forte stated it will fit into what would be the exempt salaries scale which would probably be either the pay code 20 or pay code 24 and that's based on surrounding cities paying salaries. He hasn't quite determined that yet.

There was **CONSENSUS** from the Commission to move forward with the job description for the Economic Development and CRA Coordinator position as submitted by staff.

Mr. Forte stated at one of the city's previous discussions, they had a little bit of conversation about ambulance and fire engine response to certain calls and Fire Chief Bland has been very heavily involved as not only the City's Fire Chief but as representing the Fire Chiefs Association in Volusia County on how that all came to be. There was a lot of talk of what was happening and what I heard was not necessarily accurate so I have asked Chief Bland to come up and do a quick presentation to tell the Commission what's happening countywide with the responses and if they have any questions, they can certainly direct them to Chief Bland.

Fire Chief Jim Bland discussed the following with the Mayor and Commissioners: Effective 08:00 hours Monday, May 16, 2016, requests for medical incidents prioritized as non-emergency to physical addresses not identified on the "pre-approved list" shall receive a single unit response from the agency having jurisdiction. The assigned county or municipal asset may be non-transport or transport capable. Following arrival, the agency shall assess the patient and make the determination of whether the patient desires ambulance transport.

If ambulance transport is requested by the patient with a non-emergency medical condition:

- Field personnel in Edgewater and Ponce Inlet may initiate transport or request a municipal transport unit under the established parameters of the non-emergency transport program presently in place. Additionally, VCFS districts that are designated to provide transport may initiate transport or request additional transport units as needed.

- Field personnel with all other agencies shall contact the Volusia County Sheriff's Office communications center and request Volusia County Emergency Medical Services (VCEMS) be dispatched.
- In the event that the patient meets the parameters of the contingency emergency medical transport program, participating agencies may execute transport under program guidelines.
- Requests for medical incidents prioritized as non-emergency to physical addresses pre-identified will receive a single unit response from Volusia County Emergency Medical Services. Currently this list consists of approximately 75 locations identified by the Volusia County Fire Chiefs Association. Additional address will be placed on the list as they are identified by each Department.
- If an agency is assigned to respond to a medical request for service that is prioritized as non-emergency and anticipates an unreasonably protracted response due to workload, the agency last assigned to the incident is responsible for conveying to the communications center the need to assign another asset. (this applies to single station departments only). Example: Engine 96 is currently on a call and a non-emergency call comes in district 96. Dispatch will hail E96 and advise them of the non-emergency call. E96 will make the determination to hold the call or request the next due to respond.
- If information received or interpreted by any component of the system during a response
 - suggests the need for a more urgent response, it is expected that the response configuration and/or priority be changed to reflect a more conventional and appropriate response.
- In order to responsibly implement the above changes and objectively measure the value of this if any agency encounters a problem with the revised response configuration, it needs to be articulated in writing within five business days to myself.
- A transport unit may be requested to respond at any time.
- In lieu of the discussed changes above, all previous response configurations indicating fire- or ambulance-only responses for various incident types are suspended.

RESULT:	PRESENTATION
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Enacted and approved this 24th day of May, 2016, in Holly Hill



3.

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

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

Mr. Forte asked the Mayor if they can delay this item until the City Attorney gets here.

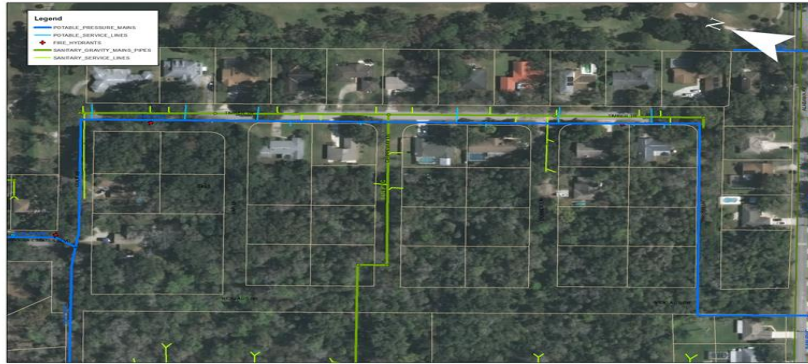
Mayor Penny stated, okay.

(This was mentioned at the beginning of the meeting).

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This item was discussed at the end of the meeting as staff and the Commission was waiting on Attorney Simpson to arrive. Mr. Forte decided to get started on the agenda item while Attorney Simpson was on his way.

Mr. Forte stated they will go ahead and get started. Between himself and Mr. Harowski they can bring the Commission up to date on where the city is at. Mr. Forte stated if the Commission recalls back on February 9th they had this conversation in a workshop setting where they talked about Mr. Bass who owns several of the properties in the Riviera Estates subdivision and was looking to either build or sell the properties to someone who would build and one of the options that he was considering was a shell gravel road and the Commission at that time said they did not want to see a lesser standard than the city's road program. Staff has been talking to Mr. Bass over the last several months and we've come up with what he thinks is a reasonable solution to a difficult problem. Its not the best solution but he thinks its a reasonable solution. In their packet they will see a letter that was sent out to all of the property owners in the subdivision and it lists all of the requirements that anyone who owns a piece of property in there has to comply with. Everything from domestic water services, sewer service, stormwater service, compensatory stormwater onsite, access to the building, other utilities, surveying, etc. The letter talks about the unit construction and the trash collection. There is still the problem of the access. When they're talking about access, instead of the original proposal where they just talked about a shell road, Mr. Bass is proposing to put in a driveway. Mr. Forte stated he has provided Mr. Bass with the driveway standards which would be on a concrete driveway, it would be a six inch base with a six inch reinforced concrete driveway or on an asphalt driveway it would be a six inch sub-base with an inch in a half asphalt. This would provide access to the properties which the city's code allows. It allows access from a property to a road. What staff is talking about to refresh the Commissions memory, Mr. Bass owns three properties which would be joined into one property and these other three properties which would be joined into one. Whoever builds on the property would build a driveway from Timber Trail, 100 feet down to this area and then 25 feet on to the properties over here. That would be the access point.
(Mr. Forte was discussing and going over the location map of the Riviera Estates Subdivision).



The same would happen down on Timber Lane. Mr. Bass owns that property. Whoever builds on this would be required to bring a driveway from Timber Trail 25 feet from the property. Mr. Forte stated what they are talking about is coming into compliance with all of the city's standards and in lieu of road standards, it would be a driveway standard and the driveway would be built. As he mentioned, staff did deliver to Mr. Bass what a driveway standard would be. It would be the property owner who abuts that driveway that would be responsible for its maintenance in the future. The only reason the driveway wouldn't last as long as the road would is because basically they are same depth of the road, its not the same width and it doesn't have the curbing gutter aspect to it. He doesn't know if Mr. Harowski has much more to add to that but that's the difference between tonight's conversation and the conversation they had on February 9th which was a shell road versus putting in a driveway. For example, this driveway will be ten or twelve feet wide coming down 25 feet onto the property. This driveway (referring to the map) each side will be ten or twelve feet but they will match so it will look like one single driveway once its completed if both sides are developed. One this driveway (referring to the map) it will be one side of the road so it will be a single driveway access this property.

Commissioner Byrnes asked what is the zoning on those properties?

Mr. Forte stated zoning on this property (referring to the map) he believes is multi-family zoning.

Mr. Harowski stated zoning on the entire subdivision is R4A zone. It allows single-family, two family and townhouse development and he thinks, without checking the code, he thinks the density is up to eight units an acre.

Commissioner Byrnes stated because every where else is one unit an acre already built. When he sees only one driveway coming down here and he hears that these properties are going to be joined together (referring to the map) he is concerned that there is going to be an apartment building or something.

Mr. Harowski stated he believes there are deed restrictions over those properties that limit them to single-family construction.

Commissioner Byrnes stated so it would eventually need a driveway to come off for each of these others unless they are going to say this is one house with a big lot.

Mr. Harowski stated once you get back about that second tier of lots the challenge becomes not just for the access but utility extensions. What staff has said in here is that they need to be served by a minimum two inch main which is sufficient for individual house use and based on our analysis what's existing in terms of fire protection works for that. Staff has indicated that the properties need to be served by gravity sewer. Once they get to the third lot and the fourth lot down, they're talking about some fairly substantial dollars to extend water and sewer utilities and what's involved in terms of the wash systems, electric, telephone, cable tv, that's a private requirement.

Commissioner Byrnes stated right but his big concern is the density because of the drainage problems that are historically in the abutting areas. He would hate to see these lots paved over and such.

Mr. Harowski stated its staff's understanding that the deed restrictions limit them to single-family houses. He guesses there is some debate about that.

Mr. Forte stated he wants to be clear about that. "I cannot confirm that these properties are restricted to single-family". Mr. Forte stated the only document that he saw reflected a single-family deed restriction along the properties along the golf course. Somebody would have to prove one way or the other whether or not there is a single-family deed restriction on this property. Staff did see a document that had a single-family deed restriction but to his knowledge it reflected the properties here (referring to the map) along the golf course not necessarily the properties here (referring to the map). Until such time that somebody has provided him a document that truly shows the deed restriction here (referring to the map), he is not going to go on record confirming that has a deed restriction. Mr. Forte stated he wants to make that very clear.

Mr. Harowski stated for single-family development what staff is saying is each of those lots, individually, needs to provide, onsite, sufficient stormwater retention to meet the normal stormwater or whatever impervious area that they are building there. In addition, if they bring in fill and some of those lots drop off pretty severely as they go towards the west to elevate the house above the flood plain requirement. Staff is saying not only do they have to provide retention area for the individual property's runoff but they have they have to provide sufficient storage capacity for whatever volume of fill they're bringing in and that's pretty standard for placing fill in the flood plain. There are other options to elevate construction.

Commissioner Byrnes stated they've seen that occur when houses that were built twenty, thirty years ago and suddenly they have new houses with the newer requirements, they have to build them higher, the runoff goes onto other properties and the neighbors would be highly impacted.

Mr. Forte stated but there's a requirement to onsite stormwater and compensatory stormwater on that property and that has to get done through a site plan.

Commissioner Byrnes stated but multi-family units, there's going to be a lot more

paving and a lot more work

Mr. Forte stated it doesn't matter what they put on it, their engineering has to show that all of the stormwater is staying onsite. They cannot push stormwater off.

Commissioner Byrnes stated the engineering can show that but when the 100 year storm comes along every ten years...

Mr. Forte stated they are supposed to show an engineer drawing that is going to compensate for all of the stormwater and whatever the required, 100 year, 50 year, 25 year, onsite. That's a requirement.

Commissioner Byrnes stated he just hates to cause more problems for more people for someone to just make money developing property. If this was a place that somebody was going to buy it and live and they're building their dream home, he might have a little different opinion.

Mr. Forte stated this could be somebody building their dream home. The owner of these properties is selling the property to someone who wants to build their home. Mr. Bass is not developing these properties. Mr. Bass is getting them ready so that when somebody comes in to buy, they know what all the restrictions and limitations are. If someone wants to come in and buy this parcel (referring to the map) or this parcel, they will have this letter, they will know all of their code compliance requirements, they know what the driveway is, they know what the water and sewer is so when they buy it there's no surprise. The attempt is really to try and notify any future property owners with the development requirements will be.

Commissioner Byrnes stated his only concern was is that these properties were going to be combined (referring to the map).

Mr. Forte stated all three of them.

Commissioner Byrnes stated and that's what concerns him because if they are all combined that gives them an ability to have a higher density living quarter than...

Attorney Simpson stated its still single-family.

Commissioner Byrnes stated they're not sure about that.

Commissioner Capers stated until they know they can't make a decision. Maybe they can but I can't. They need to know if the Commissions actions are going to create a possible apartment complex in there.

Mr. Forte stated he doesn't think the Commissions actions changes that. If its zoned for multi-famil or an R4 anyone can put in....combine those lots at any time. This action doesn't change that process. If its zoned an R4, its always been an R4. If there's a single-family deed restriction, in order to impose that he has to see it and he hasn't

seen it specifically.

Commissioner Byrnes asked was there not a subdivision done for this originally?

Mr. Forte stated, no.

Mayor Penny stated that's the problem.

Attorney Simpson stated he thinks what's important, a little summary of why did staff bring this to the Commission the first time and why is staff coming back this time. All of this subdivision is private streets and he knows they see the lines on the map (referring to the map), from his perspective, that's one parcel with multiple owners. They've never been legally subdivided except for where the houses are. Up where the houses are those are all private driveways. They are driving into and out of this subdivision. This is not a legal subdivision and these are not public roads and they are not public right-of-ways. They are private streets. The city's code says you're allowed to have private streets two ways. One is, if the private street serves a parcel of property under single ownership, well that wasn't going to happen. The other way, is if the City Commission proves otherwise with the recommendation of the city planner, the city attorney and the engineer. Looking at it if this was going to be developed with private streets its going to have to come before the Commission for approval. Staff brought it to the Commission in that workshop on February 9th to bring the Commission up to speed as to where the city was to get some input back from the Commission and staff got that. At the time the land owner in question was proposing shell road, that's his understanding, and now they have hard surface road. When staff went back and looked at it we started saying, "are these really streets or if they were submitted as driveways, do they meet our code?" Attorney Simpson stated because that's really what the question is. Is, what's being proposed meet the city's code? As a private street, it has to be subject to the Commissions approval but if they talk about Chippewa Trail, Mr. Bass is taking...the Commission views them as three lots, I view them as one and making one lot out of it for single-family residential. Its not clear in that agreement the city did, they can make it clear.

Commissioner Byrnes asked that is not a legal right-of-way?

Attorney Simpson stated, no.

Commissioner Byrnes stated its just where they decided to lay the pipe.

Attorney Simpson stated its not a legal right-of-way. There may be a stormwater or underground utility easement but everything in there is covered by easements. Each owner has a private right to drive across another property owners driveway to get ingress and egress. There is no public road. He doesn't know how far they have to go to get to the public right-of-way but for sure where the green line starts on the left side of the map, it may be part way down on the blue line too, he doesn't know.

Mr. Forte stated its part of Golf Avenue.

Attorney Simpson stated all that is private. When he looks at the drawings of Chippewa Trail with two hard surface access ways, one to each lot, these are driveways. The question, legally he has in talking with staff, does what is being proposed does Chippewa Trail meet our code?

The answer is yes. Honestly, it doesn't really need the Commissions approval. Its something that meets the city's code.

Commissioner Capers asked if these aren't streets or roads and the existing home has a driveway that comes down and goes to their house and someone farther down wants to do the same, do they use their driveway to that point and they extend down to their point? Are they sharing? Are they putting them side-by-side?

Attorney Simpson stated that's the situation on Dubber Lane.

Commissioner Capers stated he would think the driveway would be private then, would it not?

Attorney Simpson stated the question is, can a driveway serve more than one parcel? He looked in the code, we don't have anything in our code that says a driveway can serve a single parcel. We have in our code the definition of a driveway that references multiple premises, plural. Giving the indication that you can have a driveway that serves more than one structure. That's the only indication in there. Attorney Simpson stated if they look at Dubber Lane as a driveway and the city's code does not prohibit one driveway from serving more than one lot then Dubber Lane is also driveways and as driveways what is being proposed meets the city's code.

Commissioner Capers stated to go one step further, under the same type of a thought, if the first property brings down a 2 inch water main and it stops at their property and now farther down the road they need it, do they extend from that one?

Attorney Simpson stated most likely.

Commissioner Capers stated because this is the problem that he sees the city has is that this whole thing is so substandard, we don't have where....they can tie into the road, they can tie into the sewer they can tie into the water. Its a hodgepodge of a mess so lets keep, keeping it a mess. That's what it seems to him. The whole thing should come up to code. The whole thing should have roads, should have plumbing from one end to the other. People come in and they tie into it.

Mr. Forte stated its not possible.

Commissioner Capers stated well then maybe it needs to stay as a park or whatever it is.

Mr. Forte stated its not a park.

Attorney Simpson stated its not a park, its privately owned land.

Mr. Forte stated but to answer Commissioner Capers question, the 2 inch waterline and he will use the Dubber Lane property as an example, will run to the back end of his lot (referring to the map) so that if the last...if this person wants to tie into the water, they will tie into where that 2 inch waterline is and will end here. The waterline will come to the back of his property right here (referring to the map) where if this property needs to tie into it, they will tie into it this way. These other properties can tie into it if they already exists.

Commissioner Capers stated once the Commission has come to a conclusion on this and we'll just say it goes in favor, so for every future piece of property in there only has to do the driveway...

Mr. Forte stated they will have to comply with everything that's in this letter. This letter applies to every parcel of land that's there not just these (referring to the map).

Attorney Simpson stated all they're really talking about here is the access way. Everything else they have to do, they have to meet the city's code. The city is not giving a building permit with this. The city is trying to make the best of a bad situation. The city inherited it when the city annexed the property. There may be some people who would love for it to stay like that. Legally, the city can't say it has to stay like that. He guesses if you want to go buy it then we can do that but if the city buys it or the residents over there get together and go out there and the land, the city can't say they have to leave it as raw land. Some people may like to see it developed in that unrecorded subdivision plat. Realistically, that couldn't happen...once the property was sold multiple times but then the owners didn't pay the taxes on it and then the property appraiser transferred out sections without going through a subdivisional process based on that unrecorded subdivisions so now the city has multiple owners in there, the likelihood of someone coming in and getting all these people together to sign one subdivision plat to finish out the unrecorded subdivision is unlikely. Attorney Simpson stated and he even isn't sure that what is reflected on that unrecorded subdivision meets the city's code today. If they wanted to finish what was started and record the subdivision, he isn't sure they all meet the city's codes. He doesn't know if the roads are wide enough, he doesn't know any of that. The way he has been looking at it, the way he has indicated, they can't really focus on what they would like to see, what they want to see, the question is, what is being submitted does it legally comply? As private streets the only way it happens is with the Commissions blessing. However, individual driveways don't need the Commissions approval. That's a different situation. He thinks Chippewa Trail is pretty clear, those are driveways. What's being proposed meet the city's requirements. Dubber Lane is a little different because they have multiple parcels. They have two areas that get a little grayer but like he indicated, the city's code doesn't say one driveway, one parcel. It gets hard to say what's being proposed is not compliant with the city's code. Now, they are just talking about access. Everything else still has to be complied with and by the time someone wants to comply, even though this is "legally a developable lot" by the time they go in and try to legally develop it under the rules, it may not be marketable. They have to meet all the requirements they have for everybody else. There's no leeway being granted here. Its just confirmation trying to find a way to

acknowledge the city has legal access to this property.

Commissioner Capers asked about the Planning Board. Has this been brought to the Planning Board for their opinion or their evaluation?

Attorney Simpson stated, no.

Mayor Penny stated Attorney Simpson, based on your opinion if the applicant were to apply for a driveway permit, the city would have to issue it to them?

Attorney Simpson stated for sure on the...

Mayor Penny stated if Mr. Bass withdrew this tonight and applied for a driveway permit, would the city have to grant him a driveway permit?

Attorney Simpson stated he is basing it on what Mr. Bass has submitted. What Mr. Bass has proposed, meets the requirements.

Mayor Penny stated meets the requirements for a driveway permit.

Attorney Simpson stated it meets the requirements for a driveway for sure, he thinks in his opinion, its questionable. He even spoke with Mr. Forte today and said maybe the city can do a special assessment and put the roads in, but we can't do that. They're not public right-of-ways. These are private right-of-ways. The city can't, even if this Commission unanimously said, "city, go finish that subdivision as it should", we can't do it. The city has no legal right to do that. No legal right to access that. There are all kinds of problems with this and to the extent that the parcels do not meet the city's code, that's the property owners issue. The question is are they meeting the city's code in what's proposed and when we started focusing on this being driveways we had a concern with it. It went to the Commission, the public was here and when they left things were going to get built. So, you may ask, why are you bringing this back if you're saying it meets the city's code but we didn't want to start issuing permits out there for things to start getting built when everyone was under the impression nothing was so we wanted to have another discussion about it. Chippewa Trail is very straight forward according to him. Dubber Lane and Timber Trail, he still thinks they're driveway accesses because of the way the city's code is written and what's being proposed there is still driveways. Is it ideal? No its not.

Commissioner Byrnes stated so the applicant gets a permit to build a driveway, they build a driveway. Now they say, I got all this money invested in the driveway you're not letting me use my property the other way. The applicant is going to be fully informed of all of the expenses for meeting the current code...

Attorney Simpson stated no, absolutely not. That is not the city's responsibility. No, the city is not going to tell them what its going to cost.

Commissioner Byrnes stated we're already here because this doesn't meet...

Attorney Simpson stated no, you are here, only because...as I indicated, if we were viewing this as a private street when we first started the discussion, it required your approval. The only way a private street goes in is either it serves a parcel under single ownership or it has your approval. So if it had to have your approval, we might as well have had your discussion process earlier on. We had that discussion, based on the discussion staff went back and we started looking at....we went from shell road, hard surface and started designing and looking at this as a driveway. But we are not going to tell this individual that this is what its going to cost you to develop this site because what it cost today and what it cost in five years may be totally different. We may adopt new regulations.

Commissioner Byrnes stated so as the City with a heart, so they don't come back and say, well look I built a driveway in good faith because you said I had to do that, they're going to be...

Mayor Penny stated they don't have to build the driveway now. No one is going to build a driveway until they sell the lot and build a house.

Mr. Forte stated nobody is going to build a driveway first, they're going to develop the house first.

Attorney Simpson stated he isn't even sure that the city would issue a driveway permit right now. That's an accessory structure, not a permanent structure. The driveway is the last thing that gets done. This whole discussion goes around are these developable per the city's rules, lots? If they put in these hard surface access ways, will they meet our developable standards? What the property owner has to do is for each parcel, he has to submit...and everybody not just Mr. Bass, everybody who wants to develop there needs to submit a minor subdivision plat and subdivide out each lot they own and to address all these issues that are in the subdivision plat. Everybody has to do that.

Mr. Forte stated and that's an administrative action so it will not come back to the Commission just so that they're aware of that.

Commissioner Byrnes asked if he could ask Deputy Public Works Director Walt Smyser a question. Commissioner Byrnes stated he's a little bit familiar with 2 inch, 4 inch, 6 inch waterlines. If suddenly the economy got great and every one of those lots was sold, is a 2 inch line enough to keep my pressure from going down when the neighbor turns on their water? Is a 2 inch waterline sufficient for the whole property?

Mr. Smyser stated the basis for the 2 inch line is sufficient to provide potable water service it is not sufficient to provide fire flow. The evaluation was that the hydrants on Timber Trail would provide the fire flow, the Fire Department said they could come down with more hoses. If there was a house all the way to the west end where Mr. Bass was combining the properties, he would be putting in the design the house would be on the east side of the properties, that is feasible and the 2 inch line is more than enough to provide a potable water service to each of those properties. If fire flow was needed and he had to put a hydrant on the west side, Nicholas Drive would be on

the west side then they would need a 6 inch line to serve a fire hydrant and that would have to be looped.

Commissioner Capers asked are the hydrants private that are there now?

Mr. Smyser stated the entire water system in there is owned by the city, including the hydrants.

Mr. Forte stated they're not private hydrants.

Attorney Simpson stated when we annexed them in part of the annexation agreement was we would provide them water and sewer and we went through the process of getting underground utilities so we can run water and sewer through where those homes are because there is not a public right-of-way so we had to get underground utility easements from every property owner.

Commissioner Byrnes stated, okay. He's looking at a 2 inch line is about that big a round, right?

Mr. Forte stated Commissioner Byrnes, we have a lot of 2 inch water supply lines to residential communities in the city.

Mr. Smyser stated the normal water service to a single-family home is three quarter inch. In fact, that's what is on Dubber Lane right now is a three quarter line on the property there. The 2 inch lines normal he can do an entire block of houses off of a 2 inch line as long as its just single-family homes.

Mayor Penny asked if there were any more questions of Mr. Forte?

Attorney Simpson stated he thinks its real important that they still go back to the understanding that all they are talking about here is that these are developable lots and what's being proposed is driveways. If the city's standards for developing those single-family homes, they have to meet those and if it ends up requiring a 3 inch line they have to put it in. If minimum pressure goes up that the city has to meet...all those requirements are in place when they pull their building permit to build a home, they have to meet all those requirements we're talking about during this time. These are private driveways and these aren't private streets. These are private driveways and these lots, therefore, are developable lots as long as you meet all of the other requirements.

Mayor Penny stated Attorney Simpson, I heard talk of the possible formation of a home owners association in that community. If that were to happen, a home owners association could impose rules and regulations above and beyond the city's requirements, right? By a majority vote?

Attorney Simpson stated he doesn't know that answer to that part of it.

Mayor Penny stated, okay.

Attorney Simpson stated usually your HOA's are all put in place when there's a single owner and that person can put on the developer and that person puts on all the regulations that bind everybody.

Mayor Penny stated, okay.

Attorney Simpson stated you're asking after the fact, after you have all these multiple owners, can a majority of the property owners in an HOA...can you form an HOA without unanimous approval and secondly, can you impose restrictive covenants without unanimous approval. He doesn't know the answer to that.

Mayor Penny stated, okay.

Commissioner Albert stated before she asks her question, she must disclose that she lives in this area and any changes may positively or negatively impact her property value so therefore she will not be voting but she has a question. ***(City Clerk gave Commissioner Albert FORM 8B Memorandum of Voting Conflict for County, Municipal, and other Local Public Officers to complete and be placed with the minutes).*** Commissioner Albert asked it seems as the discussion has developed here, they hit upon the fact that there are multiple gray areas involved in this potential subdivision (referring to the map). One of which was the restriction to single-family, although she knows that is something that the city is not currently not going to be talking about tonight...

Attorney Simpson stated its not really a city issue.

Commissioner Albert stated but she thinks for development purposes the people who live in the neighborhood are wanting an answer to that question.

Mr. Forte stated that's a due diligence that it exists regardless of the driveway access and like he said before he doesn't have that answer.

Commissioner Albert stated, okay. That folds into her next question. Because that is sort of out there lingering, she is questioning and curious about accountability. So a buyer purchases one of these properties and as they begin the process of unpeeling this onion, if you will, about what has to happen in order to build their dream home, they find all of these requirements, what is the level of accountability, is there a time table in place? She knows that there are certain properties around the city that things get started but then they seem to linger and are never completed. One of our own lives next to a property that, for a long time, was not finished it was being rehabed and how unfortunate that is so she is wondering about a time table when somebody's wanting to build, she's wondering about accountability for any access way paving that is put in, what will the maintenance requirement be. Particularly, in a situation where there are multiple people on the same driveway who maintains it, what happens and then what if something is just not completed? What if the homeowner gets started and do they not get a certificate of occupancy? How does that all unfold?

Attorney Simpson stated if someone pulls a permit, a permit is good for a certain period of time and if they don't finish within that period of time or they abandon the project it becomes a code enforcement issue. If they have a situation where the person received a construction loan to start construction and didn't do it then ultimately the bank will foreclose, finish the house or tear it down, whatever, the bank will take it back. If not, the city will have Code Enforcement fines levying on it. Obviously, its not homestead the city would be able to pursue foreclosure on that property depending on what other liens there were. In terms of a time table, that's your time table. That's governed by the Florida Building Code in terms of how long a building permit is good for. A lot of the issues Commissioner Albert discussed are the due diligence any buyer would have to do before they come buy a lot and build a house. Before you close on the lot you are going to get a title insurance report that would show any restrictions that are of record in the chain of title so before you ever buy you'll know everything that's of record. The city can take this development agreement that we're going to ultimately have here and we could think about putting it on all of the properties, he has to think whether they should or shouldn't, but everybody knows that you are going to have to comply with the local government's building regulations when you go and build a house. When somebody goes and contacts a builder, a contractor to come in build, they will get the information that they need to develop that's when they will have all this information.

Commissioner Byrnes asked if he could add on to that question. Since this property has been purchased by the applicant they should have that information as to whether this is a single-family only or not.

Mr. Forte stated this is brought off a tax deed there was no title work.

Commissioner Byrnes stated, oh there was no title work.

Commissioner Albert stated so then the accountability issue on the paved access way. She is still curious about and then something Attorney Simpson said with the development agreement, will everything that we are discussing tonight be written and explicitly stated so that ten years from now or twenty years from now when one of these other pieces sells, someone can actually look this up and verify what was discussed in 2016?

Attorney Simpson stated he will have to think about it. He doesn't know if they want to record this to bind properties to people who aren't here. He doesn't want to put a restriction on their title that could expose the city to liability but he thinks it might be a good idea so they have knowledge but will he put everything they discussed in this development agreement? No. Because 90% of what they talked about is based on the development regulations has in place and the Florida Building Code at the time the permit is issued. However, the fact that its a developable lot, the fact that it has to be a paved access way those types of things will be put in the development agreement. In terms of maintenance of the roadway, its a little bit of a unique situation because he doesn't know how many other private roadways or private driveways we deal with.

Mr. Forte stated in this case, its not an issue.

Attorney Simpson stated its not an issue.

Mr. Forte stated its one property owner, one driveway.

Attorney Simpson stated and Dubber Lane, he would think, that issue should be resolved by the three people who have access to it. However, its a private driveway and the government should only step so far in to resolving these. This is a private property owner dispute. Now, if there's an HOA, ultimately put in place and everybody agrees to it and it goes into place, that would really be the best place to address that issue but he thinks if we...he would have to look at...if somebody has a cracked sidewalk or driveway on their house do they get fined from Code Enforcement? He doesn't know the answer to that.

Mr. Forte stated not a driveway or sidewalk. If its in the right-of-way its the city's.

Attorney Simpson stated that's a different issue, that's the city's. But if its on a private driveway, do we site property who's driveway is cracked a lot. They will need to address that. He knows everybody looks at that and they see asphalt and they think its a public road, no its not. Its a private driveway. All the way from where the blue line starts (referring to the map) all the way to other end. Those are all private driveways. The city doesn't have any control over them. The city has no maintenance responsibility over them. The city can't even issue them speeding tickets on them. The city can't patrol them. They're private driveways.

Commissioner Albert asked so you are or are not going to put in the development agreement about the paved access way?

Attorney Simpson stated, yes. Absolutely. The paved access way...and the city is certainly going to record it on the properties that Mr. Bass owns without a doubt and those things will be paved access way combining these three lots...

Commissioner Albert stated but it should be for all, in the future...

Attorney Simpson stated its going to apply to them all but the question is do we record it on everybody's land deed or not. He has to think about that because we're putting a encumbrance if you will on their property that they're not aware of. They're going to have to comply with it whether its on their property or not because these are going to be the city's rules.

Mayor Penny stated he just worries that the next buyer that...if its not on there and someone wants to buy it and doesn't do their due diligence, they're slammed.

Commissioner Albert asked what happens in the farthest corner off of Timber, what happens to that guy? And she doesn't know if that's owned currently by a whole building entity or if its a private ownership. What happens with that because its not as

reasonable for that person to build a paved driveway down to Timber its more reasonable to go out right to Alabama.

Mr. Forte stated if they chose they can make a proposal to bring their driveway to Alabama. They can come to Alabama to Nicholas Drive to their property.

Commissioner Byrnes stated it would require Commission approval for that type of a change.

Mr. Forte stated not if this is a driveway (referring to the map). This is a driveway off of Alabama.

Commissioner Byrnes stated because one of the biggest complaints he has heard from those residents they don't want their subdivision to connect to Alabama.

Mr. Forte stated they didn't want Nicholas Drive opened up so that it would be a cut through.

Attorney Simpson stated and it wouldn't be connected to their subdivision. It would be a private drive from that lot (referring to the map) to their lot.

Commissioner Byrnes stated eventually when those other people moved in their driveway would connect it altogether.

Attorney Simpson stated they could go the other way.

Commissioner Capers stated let's say the first house that exists has a three quarter inch line comes down to their house, now the third, fourth, fifth house needs a two inch pipe so the third, fourth and fifth house that runs the two inch pipe all the way down and now they still have a three quarter coming in, does that get removed and the three quarter gets tied in to the two inch and other owners are paying for that?

Mr. Forte stated the three quarter that exists could remain or that property owner could choose to tap into the two inch.

Commissioner Capers stated he's trying to decipher that we don't have five individual lines coming down the road branching off.

Mr. Forte stated the whole point of this is under today's circumstances you can have six waterlines, six three quarter inch waterlines coming down any one of these access points. We don't want that. We just want one, two inch waterline that each house would tie into as you would see in a traditional neighborhood.

Commissioner Capers stated and that's part of the problem of this entire thing not being standard.

Mr. Forte stated there's a requirement now for them to put in a two inch line. No more three quarter inch line. It has to be a two inch line.

Commissioner Capers stated if there's six lots, this ones existing and the very bottom guy comes in now, he's got to come up with the money to come all the way down and everybody else just gets to kind of bite into it.

Mr. Forte stated that's right. Tap into him.

Commissioner Capers asked or does he own that? Is it his own line and they can't bite into it?

Mr. Forte stated no because what will end up happening is if its a two inch line, he'll double check with Mr. Smyser, does that become part of the public water system?

Mr. Smyser stated unless the water meter was at Timber Trail which is what we would not recommend under development design criteria, we would ask for a two inch line with a five eight three quarter meter at the property. Everything from Timber Trail to that meter would have to be deeded over to the city through a bill of sale.

Mr. Forte stated the two inch lines would become the city's.

Commissioner Byrnes asked who would pay for it?

Mr. Smyser stated it would be paid for by the developer.

Mr. Forte stated the line goes in by the developer, the meter is part of the development costs.

Commissioner Byrnes stated and the people that move in after that get to tap into that for free.

Mr. Forte stated they don't get to tap into it for free. They have to pay for their connection fee. They don't have to install the line but the first person that goes in puts the line in.

Commissioner Byrnes stated that's exactly what Commissioner Capers is asking.

Mr. Forte stated that's the decision that the builder has to make.

Commissioner Byrnes stated, okay.

Mr. Smyser stated that is correct. That's the decision of that builder. If he's the first property he only has to go to his western end of his property. If he's the last property he has to go all the way down.

Mr. Forte stated if somebody wants to build here (referring to the map) yes, they have to run the line all the way down to the end of the property.

Commissioner Albert stated Mr. Smyser, when we talk about the gravity flow sewer system, when Timber wraps around and goes behind Alabama back there not just for Mr. Bass property but all those other properties back there and the properties moving toward the back end there (referring to the map), what would you anticipate and if you don't know that's fine, the amount of fill that would have to be brought in and how would the gravity...

Mr. Smyser stated there's actually two ways that the properties on Timber Lane could be sewerred. It could either be set up to go by gravity up to Timber Trail or they could be set up by gravity to go down to Nicholas Drive and over to Alabama because believe it or not that entire system goes down to Alabama. On Alabama there is a sewer main. It all runs to the west and then over by the western part across from the Mirage's lift station.

Commissioner Albert stated her concern is the amount of fill and she knows that Commissioner Byrnes spoke about it and we talked about the engineering and the stormwater retention and all of that business that will have to be maintained on the properties.

Mr. Smyser stated as far as will there be fill necessary, he doesn't know.

Mr. Forte stated in order to maintain that slope for the gravity, is that what Commissioner Albert is talking about?

Commissioner Albert stated yes because it is very wet.

Mr. Forte stated the question should really be what's the finish floor elevation requirement of that house rather than the slope of the sewer.

Commissioner Albert stated she's not so much concerned about that. Perhaps she asked the wrong question. Her concern is bringing in the fill and what's going to happen to everybody.

Mr. Forte stated again, if they look at the letter it talks about a compensatory storage....

Commissioner Albert stated she knows that.

Mr. Forte stated and that's an engineering issue that if they're going to bring in fill onto the property they have to provide compensatory storage for that stormwater on that property.

Commissioner Albert stated, okay.

Commissioner Byrnes stated he thinks what Commissioner Albert is talking about is if you have a pipe that has to go from the middle of the property to one of those tie-ins the pipe has to slope in order for it to be gravity feed.

Mr. Smyser stated and that's correct. There's two ways it can be done. It can either be sloped if its all gravity feed or if they put in what's called looped low pressure sewers they would put in a grinder station that's about the size of a trash can. They are legal under Florida code and they are about a half amp...

Mr. Forte stated that's a requirement that they have to meet and they have to meet the engineering to take care of their stormwater so they have to comply with the code.

Attorney Simpson stated this may make it all not reasonable to build. We can't resolve all of their problems. They have development issues to resolve.

Commissioner Byrnes stated but from Commissioner Albert's question, we both thought that...as gravity feed you would have to add fill to have the pipe higher so you're telling us no. The pipe has to....

Mr. Smyser stated he is saying he does not know. The reason being is he does not know what the actual elevations are out there until they have a surveyor go out there and take fix elevations. He doesn't know if there's available rise to get to the manhole on Timber Trail.

Commissioner Byrnes stated, right. But if there's not available rights then...

Mr. Smyser stated then they would look at other ways to get their sewer to our system and under current Florida law they can't build there without bringing it to the city's sewer.

Commissioner Currie stated there's been a lot of questions that have been asked and viable questions. However, she needs to know for herself, in looking at the documents that she is voting on, she is quite certain, at least she believes, that what she is voting on doesn't really take in to account or have any affect on what the cost is going to be for a developer or some of the discussion has been, the later part of this...

Mr. Forte stated, no. They don't know if its cost prohibited or cost permissive.

Commissioner Currie stated that is really not of her concern.

Mr. Forte stated its not the Commissions decision.

Commissioner Currie stated because a lot of this can sort of get mingled then and we can kind of become, she guesses, our thoughts on what we're actually voting on become a little unfocused and so she needs to make sure of what she is actually voting on. So that is not of her concern. Its only this document that she's looking at.

Mr. Forte stated the Commission is not even voting on the document because the document is only reflective of today's development requirements.

Commissioner Currie stated, okay.

Mr. Forte stated that's what is in their agenda packet. These are all the requirements that anyone in that subdivision must comply with except for the driveway.

Commissioner Currie asked so the only thing she is voting on then is the driveway?

Mr. Forte stated and we can argue that they are not even voting on the driveway on Chippewa because its permissible as a single access so really what they would be voting on is the driveway for Dubber Lane because he can legally put a driveway in here without permission.

Commissioner Byrnes stated but it has to meet code.

Commissioner Currie stated so its not even the documents.

Mr Forte stated the driveway has to meet the driveway code, yes, not the roadway.

Commissioner Capers stated the question is, is the driveway compared to a road? They are saying a driveway is acceptable compared to forcing them to put roads in. That's what they're voting on?

Attorney Simpson stated just on Dubber Lane because Chippewa is one driveway serving one parcel.

Mr. Forte stated its two driveways serving two parcels.

Attorney Simpson stated yes, one for each one. He guesses if the Commission wanted to over rule staff's interpretation that a driveway could serve more than one parcel the Commission could say no, we view this as a private street we're not authorizing it. Not sure what legal support you have for that but you could obviously do that.

Mr. Forte stated in that regards, if Mr. Bass is permitted to put in a driveway from Timber Trail down to Timber Lane, this property and its only to service one parcel, does that mean if this person comes in and wants to develop we can't allow them to use this driveway?

Attorney Simpson stated that's why he said he wouldn't recommend it. It has to be addressed for cars passing and all that kind of stuff, its not ideal. There's no doubt about that. The question is, is what's being submitted consistent with or inconsistent with the city's development standards right now and all that's really being submitted is those two lots on Chippewa with individual access. No question there.

Commissioner Currie stated and what's within the city's code.

Attorney Simpson stated, yes.

Commissioner Currie stated and you're telling me that the document that's been presented for the driveway is permitted within the city's code?

Attorney Simpson stated yes it is.

Commissioner Currie stated, okay.

David Bass, applicant for Riviera Estates Access parcels, stated thank you for revisiting this. Mr. Bass wanted to point out to the Commission that this is very low density so when they talk about three residences using a driveway...he has spoken to a concrete company and an asphalt company in what would be durable. The concern was it would break up if it wasn't thick enough it would break up when they bring in heavy trucks in it would be damaged and he confirmed with them that the six inch concrete and the inch in a half asphalt would be sufficient for dump trucks or whatever was coming in. So they wouldn't have short-term problems with something tearing up or breaking so they addressed that issue and he lowered the density on Chippewa, again, because the sewer line is there but there's restrictions and so it became apparent to him that it was a very messed up situation. The surveys are off, something's in the wrong place. There's a whole array of issues and deeds and all kinds of stuff out there because he has done extensive research on it. He came to the realization on his part that why don't I reach out and compromise and solve some of these issues because I think what has to happen once this is established that the other owners won't really have any reason to dispute it. In other words, it's a good standard and it's something that's been investigated. Mr. Bass stated what he is willing to do, at least on his properties and he can't assure this for the other owners, is he is willing to do restrictions in the deeds that are issued when staff and himself talked about that to make it single-family because the only thing that would make it reality to do roads or private roads would be to make it multi-family. So it came down to his decision he can either go for the multi-family 8 units per acre or he can restrict it to the buildings of the lots that he sells to be single-family. He went with the single-family as an option that he will put that in the deed and he can also provide for an easement for the city for the sewer. In whatever way he can accommodate the city. He thinks Attorney Simpson and Mr. Forte can tell the Commission they have had conversations about how do we just solve these problems that have been existing for a decade. He has to commend the city's staff. They really worked diligently on this and we've had several conversations and I've reached out and spent, what I felt was the time and the financial resources to come up with honest answers so everything that's been presented is straight up. He just wants the Commission to realize on the single-family issue versus multi-family and the quality of the construction, he can also put in the deeds and attach even a copy of this letter to whatever he does sell. He has lowered the acquisition cost of the property to accommodate the improvements so where a lot may be worth \$20,000 or \$25,000 he may sell it for \$10,000 so they can accommodate doing these improvements to be able to make it marketable. It's not a big money issue for him but it is sadly made a lot of problems at one time.

Commissioner Byrnes asked Mr. Bass a question. You're primary plan is to build a driveway to serve these two...

Mayor Penny stated he doesn't think Mr. Bass is building any driveways. He's going to sell the property.

Mr. Bass stated he didn't want to sell to someone without them knowing what is going to be expected.

Mr. Forte stated the future builder of that property will be building the driveway.

Commissioner Byrnes stated the future builder of these two properties is going to have a driveway going to them and since these are all combined, what happens to these two properties?

Attorney Simpson stated Commissioner Byrnes, you really need to look at in the eyes of the law, to him, those are not separate parcels. We are going to legally create one parcel.

Commissioner Byrnes stated so there's only going to be two houses built on those lots.

Attorney Simpson stated there's one parcel being created.

Commissioner Byrnes stated that changes a little bit of his view.

Attorney Simpson stated and that's what the unrecorded subdivision plat looked like but because it was unrecorded and because it didn't go through their...those lot lines were fictitious until the property appraiser started selling property based on those lot lines but they were never legally created. In the eyes of the law this is one big parcel (referring to the map) with multiple tenants, in common, owners. What we're talking about is for each lot on either side of Chippewa, he is going to have to submit a plat, a minor replat, a subdivision plat, to create that one lot legally.

Mr. Forte stated and what he's hearing Mr. Bass say is he is going to create this with a single-family deed restriction.

Mr. Bass stated that will be issued in the deed when its transferred.

Mr. Forte stated, right. So, that would answer that question that I had earlier.

Attorney Simpson stated and actually, what the city will end up doing is enter into a development agreement for Mr. Bass's properties and in that development agreement it will address the issues that the Commission has talked about that should be in there, single-families, and the city will record that so whoever buys it is now subject to that.

Mr. Bass stated it will set up precedent.

Attorney Simpson stated, yes.

Mr. Bass stated and he thinks that's quite an accomplishment from his perspective will solve a lot of the city's issues as well as what he is going through as well.

Mayor Penny opened public participation.

The following people spoke to the Mayor and Commissioners:

Charlotte Myers, 2 Timber Trail, Holly Hill, stated she has a question for Mr. Bass and she guesses for Attorney Simpson also. Because they have had issues with developers before concerning that property out there, what we were told would be done and what was not done, basically lied to us, please understand Mr. Bass, its nothing against you, its against what we've gone through before and the thought that he is going to make those single-family helps our attitude quite a bit. Mrs. Myers stated the other point she wanted to make was...

Attorney Simpson stated to answer her first question, the city is going to do a development agreement like he just stated and the city will record that development agreement in public records on his lots so that development agreement will be a single-family, concrete driveway will be a covenant on those lots so anybody who buys it has to develop that way. He can't tell her that someone is ever going to build a house there, it may never happen. If its going to happen its going to be pursuant to that development agreement.

Mrs. Myers stated okay, good. Wonderful. When did this whole thing change from single-family to multi-family?

Attorney Simpson stated he doesn't know the answer to that.

Mr. Forte stated its zoned an R4. He will tell Mrs. Myers that Mr. Harowski provided him with a document that indicated that there were deed restrictions. Mr. Forte stated but I didn't do the survey on that he believes Mr. Bass actually did the survey work on that and that particular deed restriction reflected the properties only along the golf course and not the other areas. Mr. Forte stated I just want to go on record that I don't want the Commission or you, in the future, saying, "By golly, you said single-family and somebody built multi-family because I want to go on record saying I don't know what it is."

Mrs. Myers stated she knows that those of us out there, she guesses you should never assume anything, they always felt that those were roads, to be roads and to be single-family.

Mr. Forte stated again, he wishes they had been properly recorded and that would have resolved 85% of the problems they have today but it never was so what they have today is substantially different what everyone out there thought they had because it wasn't recorded.

Mrs. Myers stated she thinks maybe it was changed during this other developer's time. She thinks it was changed for him.

Mr. Forte stated he doesn't think so.

Mrs. Myers asked before Kevin Rainey?

Mr. Forte stated he will do a little research just to find out how far back he can determine it was R4.

Mrs. Myers stated it doesn't matter.

Mr. Forte stated well it will give you peace of mind. It will be peace of mind to know it was there a year ago or fifteen years ago. He can do that research.

Mrs. Myers stated, okay. Thank you. And like Mr. Bass, she appreciates all the time they have spent on this very much. Thank you.

Eric Myers, 2 Timber Trail, Holly Hill, stated he thinks our questions have pretty much been answered based on what he hears about the description will go in, as far as single-family with the six lots he is talking about. Mr. Myers stated he can, at this point though, pretty much confirm that yes, back in the late 60's there was supposed to be some deed restrictions and Mr. Bass is right, I think they only apply to the east side of Timber Trail. The zoning, he thinks, probably goes back forty years.

Mr. Forte stated he thinks its '73.

Mr. Myers stated its an unrecorded subdivision and everything is sold by metes and bounds, with like what they say, the right-of-way egress and those 50 foot right-of-ways. It makes him feel a little bit better that those six lots might only have one house on it, single-family, that type of thing. His question would be there are some homes on Timber Trail that actually don't have their driveways coming off of Timber Trail. They will cut in on the side of their lot. Now, what Mr. Bass is proposing is that going to affect them to say they have to bring it up to code and pay...

Mr. Forte stated the city isn't going back to anyone who is already in existence.

Mr. Myers stated, okay.

Mr. Forte stated this house (referring to the map) and this house has a side driveway...

Mr. Myers stated, correct.

Mr. Forte stated he doesn't know when those driveways were put in. They may have been put in when it was in the unincorporated area. The city is not going back to tell them they are not in compliance.

Mr. Myers stated, okay. Thank you for your time.

Commissioner Albert stated however though, what happens if those parcels, what if someone purchases those, where is the access driveway going to be for that and then wouldn't that affect the owners there?

Mr. Myers stated the O'Sullivan's own that lot behind them.

Commissioner Albert asked they own all the way to Nicholas Drive?

Mr. Myers stated, no. Just the property right behind them.

Mr. Forte stated anyone that's building in the future will be required to put in an impervious driveway.

Attorney Simpson stated if the easements go in, everybody has a ingress egress easement so if somebody buys that third lot down to the west they have a legal right to drive back up to Timber and then go out. They have a legal right to. Everybody has an easement to drive over everybody's property.

Mayor Penny closed public participation.

*Commissioner Currie made a motion to **APPROVE the proposal based on the three parcels on either side, the north and south side of Chippewa, that all access drives have to be by a solid surface - asphalt or concrete as outlined in the staff report and that staff's interpretation that more than one parcel can access a single drive is correct and all of this will be incorporated into a development agreement to be recorded**, seconded by Commissioner Byrnes.*

Mr. Forte asked the City Clerk to pull up the two examples of the driveways. One being asphalt the other being concrete.

Commissioner Capers asked what happens if the first house decides he likes concrete?

Mr. Forte stated they have to be consistent.

Commissioner Capers stated, okay. Once the first person lays out what he does everyone else has to blend into it and match?

Mr. Forte stated, yes. The lines will have to match up. Let's say the asphalt driveway goes to the house on the right then the houses on the left will be developed, when that driveway goes in the base has to be the same, the sub-base has to be the same and then they do a match sign. When they pave a road they only do half at a time then they match the lines up so it becomes a smooth surface and that's what would have to happen when you put the new driveways down the one access point.

Commissioner Capers asked is it wide enough for cars?

Mr. Forte stated it will be ten feet. A typical road is twelve feet so they have plenty of

room. If they have two driveways it would be twenty four feet which is wider than many of the roads in the city.

Commissioner Capers asked does this general property fall into a category where it may be beneficial for the city to purchase it and make it a retention pond area or something?

Mr. Forte stated, no.

Commissioner Capers stated he is just trying to think if there is something the city can do.

Mr. Forte stated Commissioner Capers, we did try. I did try. I tried to negotiate a price with Mr. Bass. There were even five other parcels that Mr. Bass didn't own that we tried to acquire that were in that period of ownership to the bank taking over and the bank selling and I lost the opportunity during my due diligence period where the bank took them over and sold them. I was trying to go down that road to see if the city would look to acquire as many as those parcels as possible not to put in a retention pond but it could be kept as a preserve or any number of things but we just couldn't get it done.

Commissioner Capers asked are there grants that the city could get to help pave properly?

Mr. Forte stated no, not on private roads.

Attorney Simpson stated the problem is its private road. It's not a public right-of-way.

Commissioner Capers stated its just strange to him that it's a private road and the city can't do this or that yet the city can enforce things and there's certain things the city can't do. That's what he doesn't understand.

Attorney Simpson stated its because we're entering an agreement with the property owner and we're recording it on his land. So Mr. Bass is agreeing to put those restrictions on there. We're not imposing these restrictions. We're not saying, "you have to build single-family", because if he submitted a multi-family idea and if it met all the codes, he could do it. Mr. Bass is agreeing to do single-family, to put in this type of asphalt driveway or concrete driveway. We're putting that into a...in essence a restrictive covenant on his land. It will have to be developed that way in addition to meeting all development requirements that apply to the city's regulations.

Mr. Forte stated he would have more concern, Commissioner Capers, that somebody bought up all those parcels, put in roads and put a bunch of apartments back there. That's possible. He doesn't know if its practical but that's what Mr. Bass alluding to that in order to make it cost affective to put in the infrastructure you would have to put multi-family housing in there. This is one way that the city is kind of assuring that at least on the parcels that Mr. Bass owns will be single-family homes.

Commissioner Byrnes stated he had the same idea Commissioner Capers because the applicant said he might drop his price from \$25,000 to \$10,000 per lot and I'd say okay we'll buy them both at \$12,000 and then we can zone it, conservation and not have to worry about that ever happening again and I would much rather do that than burden the neighbors with...

Attorney Simpson stated but Mr. Bass is not the only person who has contacted the city. Mr. Bass is the only one who has gone this far. Mr. Harowski will tell the Commission that the city has had other people contact the city for the other lots. We are trying to come up with a solution that can apply to everybody who wants to come forward and develop. Now the solution is, everybody that comes forward, buy them out. He doesn't know how much that would cost but that's clearly in the city's authority.

Mayor Penny stated that could get expensive.

Commissioner Currie stated just to finite for her, if we were to say, "no, Mr. Bass we're not accepting your offer, we're going to reject it", and he's out of here. Mr. Bass could turn around, go to his property, build apartments and the city would have no say over it.

Attorney Simpson stated the city would have say over it.

Commissioner Currie stated well, yes, we have...she understands but Mr. Bass is able to put the multi-family units in there.

Attorney Simpson stated he has development rights. He can go and build single-family homes on Chippewa regardless of what the Commission says.

Commissioner Currie stated and he can put apartment units.

Attorney Simpson stated if its zoned right but he will tell them single-family, there's other requirements that come with multi-family and there's a lot of things that come into play there.

Commissioner Currie stated, and he really doesn't have to come to the Commission for this driveway issue. By approving his driveway issue, we're actually gaining more by doing that because we're getting this development agreement that could satisfy some of the concerns of the citizens that she's hearing speak tonight that she didn't hear the same thing from the last time (referring to February 9, 2016 workshop) saying that its satisfies a lot of their concerns. To her it's a win-win.

Mayor Penny stated there's been a lot of negotiating to get here, a lot of give and take and it all hasn't been as pleasant as it is tonight as Mr. Forte alluded too. Sometimes the conversations got heated but I think we have tried to make the best of a really bad situation.

Attorney Simpson stated let him put it to the Commission this way. He thinks they have a really good proposal before them and if they don't accept it the end result could look a whole lot worse.

Commissioner Currie stated and that's what she was trying to say.

Commissioner Byrnes stated and that's nice to hear in words but the person that's been there for twenty years with no house behind him, tell them.

Attorney Simpson stated I just did.

Mr. Forte stated you can't assume that a vacant lot is going to stay vacant.

Attorney Simpson stated we all would love to have no development around us. Fine, go buy the land. If you don't want to buy the land somethings going to come forward.

Commissioner Currie stated the very same thing happened to her.

Attorney Simpson stated we're talking about 100 x 300 lot. That's a huge lot. That's a very big single-family lot. When the people bought there someone showed them this unrecorded subdivision plat and they thought they were going to have three neighbors behind them, any reasonable person would. May six if they count the other side of the street, now we're down to just one. One on each side so two. He thinks we have about as good of a proposal we can with that situation. I'm afraid if you don't approve it, it may end up being a development you like a whole lot worse that we can't stop.

Commissioner Albert asked if they could go back to one thing. She just needs clarification on one issue (referring to the map). When they talked about the third one down on Dubber Lane and they talked about the driveway and the requirement for that driveway, can you show me again please where you're anticipating it will go.

Mr. Forte stated twenty-five feet on to the property and seventy-five feet down (referring to the map).

Commissioner Albert stated so seventy-five feet down onto the driveway that is already servicing other residents? Can you explain to her why it's going seventy-five feet closer to Timber Trail?

Mr. Forte stated he will explain it and if they have an alternative, by all means, he would like to hear it but his thought process was if the owners of this property (referring to the map) ever decided they wanted to put a driveway in they would be required to put in from twenty-five feet on their property and make the connection. We wouldn't require them to the back of their property only twenty-five feet making this person responsible for that seventy-five feet.

Commissioner Albert asked are you not, in a sense, encroaching on that resident's...

Attorney Simpson stated, no.

Commissioner Albert asked why not?

Attorney Simpson stated because that person has an ingress egress easement over where that will be.

Commissioner Albert asked but does ingress egress mean that you're allowed to put a concrete or asphalt...

Attorney Simpson stated it does everywhere else. All the other roads are the same thing. Everybody has the same exact right, the same exact language in their deeds.

Mr. Forte stated, access.

Commissioner Capers stated but they also have a private person building that driveway. It's not a city public road.

Attorney Simpson stated nor was the other road that was put in.

Mr. Forte stated if they wanted to limit it to the twenty-five feet here (referring to the map) and keep the remaining as it currently is, he is certain Mr. Bass would agree to that but that's a burden on this property owner in the future to make the connection if they ever wanted it.

Mayor Penny opened public participation based on the motion.

The following individual spoke to the Mayor and City Commissioners:

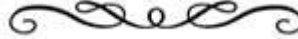
Eric Myers, 2 Timber Trail, Holly Hill, stated they all raised good points and good questions that the residents had about multi-family and things of that nature. Listening to the Commission and Mr. Forte, it has been a mess for many years and he thinks before them they do have a solution, a compromise. It's not going to solve all the problems because they're never going to be solved all the way but it is the lesser of evils when you can take three lots and you get the restrictions in and say, "okay, we're going to have one home on 100 x 300 foot lot over here and over here", the residents know that then. If it's in writing then they can pursue that way he thinks the residents, himself, would be more appreciative to that than saying, "okay, Mr. Bass, I'm sorry. Go try to figure out another way", then all of a sudden you have builders and applicants for apartments, who knows what's going to happen. They still have to come to the city and say this is what we want to build, it still is going to fall under all those ordinances and restrictions. He thinks they worked diligently and have got some solution that's going to appease most everyone to some extent. That's his feeling. He hopes that's the feeling and the sentiment of the residents there.

Mayor Penny closed public participation.

The motion PASSED, 4-1. - Capers, voted No.

RESULT:	APPROVED [4 TO 1]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	Arthur J. Byrnes, District 1 - Commissioner
AYES:	Byrnes, Currie, Albert, Penny
NAYS:	Capers

Enacted and approved this 24th day of May, 2016, in Holly Hill



b. City Attorney Comments
None.

c. Mayor's Comments
Mayor Penny thanked the Commission for excusing him from the last Commission meeting. Movies in the Park is going to be amazing. UBIC will be celebrating their 50th Anniversary on Sunday. Memorial Day will be a ceremony at the boxcar at 9:00 am. Thanked everyone who was involved with the Riviera Estates decision.

d. District Commissioners Comments
Commissioner Byrnes thanked everyone for coming out to the meeting. Commissioner Currie thanked the neighborhood for getting involved, staff, Mr. Bass. Commissioner Capers thanked everyone. Looking forward to the movies in the park. Commissioner Albert gave Police Chief cards from the students for Law Enforcement Week. Kids on the Hill on June 3 from 5 to 7 at Hollyland Park. She won't be at the next Commission meeting so she would like to be excused. Summer Literacy Lab will be starting soon.

9. ADJOURNMENT

The meeting adjourned at approximately 9:20 PM.

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME Albert Elizabeth A		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Holly Hill City Commission	
MAILING ADDRESS P.O. Box 731116		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY Ormond Beach		☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY	
COUNTY Volusia		NAME OF POLITICAL SUBDIVISION:	
DATE ON WHICH VOTE OCCURRED May 24, 2016		MY POSITION IS: ☒ ELECTIVE ☐ APPOINTIVE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)

Attachment: FORM 8B - Voting Conflict for Public Officials - Elizabeth Albert (1346 : Minutes)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Elizabeth Albert, hereby disclose that on May 24, 2016:

(a) A measure came or will come before my agency which (check one)

- ☒ Inured to my special private gain or loss;
- ___ inured to the special gain or loss of my business associate, _____;
- ___ inured to the special gain or loss of my relative, _____;
- ___ inured to the special gain or loss of _____, by whom I am retained; or
- ___ inured to the special gain or loss of _____, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

The agenda item relating to the Riviera Estates subdivision created a voting conflict, as I am a resident of that community. Prior to the discussion I disclosed my conflict and abstained from voting.

June 1, 2016
Date Filed

Elizabeth Albert
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.



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

**City Commission
Agenda Item**

MEETING DATE: June 14, 2016
FROM: Mark Juliano
SUBJECT: Overhead to Underground - Purchase of Materials from FPL, West Side
NUMBER: (ID # 1354)
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill, Florida is currently constructing the US-1 Utility Undergrounding Secondaries Conversion (5th Street to LPGA Blvd). As part of this project the City is required to purchase materials for the FPL service conversions from FPL; INVOICES 1800110507 (\$27,800.07), 1800110509 (\$584.45), 1800110511 (\$584.45), and 1800110513 (\$584.45).

FISCAL ANALYSIS:

Monies for this item are available in 139-5590-552.65-00. The invoices from FPL total \$29,553.42.

STAFF RECOMMENDATION:

It is recommended to approve the purchase of service connection materials from FPL for the west side of the US-1 project

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.

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

MOTION:

APPROVE PAYMENT OF \$29,553.42 FOR FPL INVOICES: 1800110507, 1800110509, 1800110511, AND 1800110513 FOR SERVICE CONNECTION MATERIALS FROM FPL FOR THE WEST SIDE OF THE US-1 OVERHEAD TO UNDERGROUND PROJECT.

- Overhead to Underground - Invoices for Purchase of Materials from FPL, West Side (PDF)

PAYMENT COUPON

/4115006500916800016636180011050790002780007

4,1,1500,650091,6800016636,1800110507,9,0002780007

Please mail this portion with your check

1800110507 1 of 1

CITY OF HOLLY HILL
1065 RIDGEWOOD AVE.
HOLLY HILL FL 32117

Cust. No.:6800016636	Inv. No.:1800110507
Payment Due Upon Receipt	Amount Due This Invoice \$ 27,800.07
Reference# D00006933013	

Make check payable to FPL in USD and mail payments to address below

FPL
General Mail Facility
Miami FL 33108-0001

Florida Power & Light Company

Invoice

Customer Name and Address

CITY OF HOLLY HILL
1065 RIDGEWOOD AVE.
HOLLY HILL FL 32117

Federal Tax Id.#: 69-0247775

Customer Number: 6800016636

Invoice Number: 1800110507

Invoice Date: 05/20/2016

4,1,1500,650091,6800016636,1800110507,9,0002780007

Please retain this portion for your records

CURRENT CHARGES AND CREDITS

Customer No: 6800016636 Invoice No: 1800110507

Description		Amount
SVC CONV WEST IF RIDGEWOOD Reference# D00006933013		27,800.07
For Inquiries Contact: SHAWN MCMICHAEL 386-322-3412	Total Amount Due Payment Due Upon Receipt	\$27,800.07

PAYMENT COUPON

/411500650091680001663618001105095000058445

4,1,1500,650091,6800016636,1800110509,5,0000058445

Please mail this portion with your check

1800110509 1 of 1

CITY OF HOLLY HILL
1065 RIDGEWOOD AVE.
HOLLY HILL FL 32117

Cust. No.:6800016636	Inv. No.:1800110509
Payment Due Upon Receipt	Amount Due This Invoice \$ 584.45
Reference# D00006933367	

Make check payable to FPL in USD and mail payments to address below

FPL
General Mail Facility
Miami FL 33188-0001

Florida Power & Light Company

Invoice

Customer Name and Address

CITY OF HOLLY HILL
1065 RIDGEWOOD AVE.
HOLLY HILL FL 32117

Federal Tax Id.#: 69-0247776

Customer Number: 6800016636

Invoice Number: 1800110509

Invoice Date: 05/20/2016

4,1,1500,650091,6800016636,1800110509,5,0000058445

Please retain this portion for your records

CURRENT CHARGES AND CREDITS

Customer No: 6800016636 Invoice No: 1800110509

Description		Amount
OH TO UG CONV/512 RIDGEWOOD Reference# D00006933367		584.45
For Inquiries Contact: SHAWN MCMICHAEL 386-322-3412		Total Amount Due \$584.45 Payment Due Upon Receipt

PAYMENT COUPON

/4115006500916800016636180011051170000058445

4,1,1500,650091,0800016636,1800110511,7,0000058445

Please mail this portion with your check

1800110511 1 of 1

CITY OF HOLLY HILL
1065 RIDGEWOOD AVE.
HOLLY HILL FL 32117

Cust. No.: 6800016636	Inv. No.: 1800110511
Payment Due Upon Receipt	Amount Due This Invoice \$ 584.45
Reference# D00006933376	

Make check payable to FPL in USD and mail payments to address below

FPL
General Mail Facility
Miami FL 33188-0001

Florida Power & Light Company

Invoice

Customer Name and Address

CITY OF HOLLY HILL
1065 RIDGEWOOD AVE.
HOLLY HILL FL 32117

Federal Tax Id.#: 69-0247776

Customer Number: 6800016636

Invoice Number: 1800110511

Invoice Date: 05/20/2016

4,1,1500,650091,6800016636,1800110511,7,0000058445

Please retain this portion for your records

CURRENT CHARGES AND CREDITS

Customer No: 6800016636 Invoice No: 1800110511

Description		Amount
RES SVC CONV Reference# D00006933376		584.45
For Inquiries Contact: SHAWN MCMICHAEL 386-322-3412		Total Amount Due \$584.45 Payment Due Upon Receipt

PAYMENT COUPON

/411500650091680001663618001105133000058445

4,1,1500,650091,6800016636,1800110513,3,0000058445

Please mail this portion with your check

1800110513 1 of 1

CITY OF HOLLY HILL
1065 RIDGEWOOD AVE.
HOLLY HILL FL 32117

Make check payable to FPL in USD and mail payments to address below

FPL
General Mail Facility
Miami FL 33188-0001

Florida Power & Light Company

Invoice

Customer Name and Address

CITY OF HOLLY HILL
1065 RIDGEWOOD AVE.
HOLLY HILL FL 32117

Federal Tax Id.#: 59-0247775

Customer Number: 6800016636

Invoice Number: 1800110513

Invoice Date: 06/20/2016

4,1,1500,650091,6800016636,1800110513,3,0000058445

Please retain this portion for your records

CURRENT CHARGES AND CREDITS

Customer No: 6800016636 Invoice No: 1800110513

Description		Amount
RES SVC CONV/1010 RIDGEWOOD Reference# D00006933384		584.45
For Inquiries Contact: SHAWN MCMICHAEL 386-322-3412	Total Amount Due \$584.45 Payment Due Upon Receipt	



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

**City Commission
Agenda Item**

MEETING DATE: June 14, 2016
FROM: Joseph Forte
SUBJECT: Emergency Homeless Assistance Shelter Funding
NUMBER: (ID # 1357)
APPLICANT:
PLANNER:

Introduction

The City of Daytona Beach is requesting assistance with their emergency homeless sheltering program based upon the percentage of self-reported individuals from various Volusia County municipalities including the City of Holly Hill. Holly Hill had 22 individuals who reported their last address as Holly Hill, this represent 7.66% of the Volusia County 90-day count.

Background

Since January of 2016, the City of Daytona Beach has been working with local service agencies to address local homeless issues. Specifically, they have entered into a contract with Halifax Urban Ministries (HUM) to provide a Traveler's Aid Program which provides funding assistance to return/reunite homeless people with their family and their home community. Air fare and bus ticket costs are capped by the City of Daytona Beach at \$5,000 of actual travel costs over a 90 day period.

The City of Daytona Beach has also contracted with the Salvation Army to provide a Bridge Bed Program for Emergency Shelter beds at the Center of Hope facility located at 560 Ballough Road in Daytona Beach. These emergency shelter beds are available for a Cold Weather Shelter or other emergency shelter situations. Under this contract the Salvation Army will reserve a minimum of 10 and up to 80 beds for emergency shelter needs. For the first three months of this program, the City of Daytona Beach incurred costs of \$113,902.40 for a 90 day period, which offset the Salvation Army's actual cost of running the shelter for such items as additional food, electricity, portable toilet facilities, staff monitoring and storage of items. Plus \$1,000 for placing additional homeless in hotels should the bed allotment at the shelter be reached.

Discussion

The City of Daytona Beach is extending the Bridge Bed Program for emergency beds at that Salvation Army, with cost expected to be \$119,663. In addition, the City of Daytona Beach has agreed to pay the Salvation Army an additional \$65,314 for the next 90 period for their homeless assessment program. According to the City of Daytona Beach, the Salvation Army performs a Homeless Assessment Review of every

homeless individual that enters the shelter, and based upon that assessment, offers an array of services including referrals to health care, mental health care, vocational rehabilitation and referrals to transitional housing; for a total cost of emergency sheltering to be \$184,977. The City of Daytona Beach is also extending the HUM Traveler's Aid Program, capped at \$5,000 per month for a total of \$15,000 for the next 90 days.

Service	Amount
Halifax Urban Ministries - Traveler's Aid	\$15,000
Salvation Army - Bridge Bed Program	119,663
Salvation Army - Assessment Services	\$65,314
90-Day Costs	\$199,977

The City of Daytona Beach is seeking assistance from Volusia County Cities to help offset their costs for the second 90-day emergency bed program. Individuals admitted to the Salvation Army's Bridge Bed Program - emergency shelter beds, were asked to provide their prior living address. The prior address of those admitted to the Salvation Army Bridge Bed Program was the basis used to determine the proportionate share of funding for the next 90 days. The proposed distribution is follows:

City	90-Day Count	Percent of Total	Pro Rata Share of 90 Day Costs
Daytona Beach	155	54.01%	\$107,998.22
Daytona Beach Shores	17	5.92%	\$11,844.97
DeBary	1	0.35%	\$696.76
Deland	5	1.74%	\$3,483.81
Edgewater	1	0.35%	\$696.76
Holly Hill	22	7.67%	\$15,328.78
Orange City	2	0.70%	\$1,393.53
Ormond Beach	22	7.67%	\$15,328.78
Port Orange	18	6.27%	\$12,541.73
South Daytona	18	6.27%	\$12,541.73
Volusia County	26	9.06%	\$18,115.83
Total	287		\$199,970.90

The City of Daytona Beach is requesting the City of Holly Hill contribute based upon it's percentage of self-reported homeless, as a percentage of the Volusia County population. The City of Holly Hill represents 7.67% of those individuals self-reporting their last address as the City of Holly Hill. The amount requested from the City of Holly Hill is \$15,328.78

FISCAL ANALYSIS:

If the Commission desires to participate in this program there are sufficient funds available in the budget to accommodate this request. There is not a specific line item dedicated to this expenditure, a budget amendment would be required.

STAFF RECOMMENDATION:

If it is the desire of the commission to participate in this partnership, there is funding available

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.

Funding this effort would provide emergency shelter beds available for the City's homeless population and they could be taken to the shelter on the Ballough Road rather than be incarcerated.

MOTION:



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

**City Commission
Agenda Item**

MEETING DATE: June 14, 2016
FROM: Kurt Swartzlander
SUBJECT: Special Assessment Agreement with Property Appraiser
NUMBER: (ID # 1356)
APPLICANT:
PLANNER:

DISCUSSION: The property appraiser has requested a signed contract for services to be rendered relating to the collection for Stormwater fees through the Non-Ad Valorem special assessment collection process. The Property Appraiser's office has provided this service since 2011 and is required under current City Ordinances.

FISCAL ANALYSIS: This agreement is an increase in cost over the prior year but will have a minimal impact on the overall cost. Last year the city paid \$2,950.35 for this service and it is estimated to pay \$3,500 for the next billing cycle based on approximately the same number of parcels to be billed.

STAFF RECOMMENDATION: Staff 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

- Letter and Contract (PDF)



Morgan B. Gilreath, Jr., M.A., A.S.A., C.F.A.
Property Appraiser

May 27, 2016

[Distributed by Email to:]

**Volusia County Council and City Mayors
 County and City Managers
 Finance Directors
 Indigo CDD**

Subjects: As required per F.S. 197.3632:

- (1) Non-Ad Valorem Assessments (NAVA) for the 2016 Tax Roll**
- (2) Volusia Local Government & Volusia County Property Appraiser
 2016 Contract for NAVA services**

Dear Volusia Local Government Officials:

This is the follow-up document to my May 19, 2015 letter notifying you that we would be charging a Property Appraiser Fee for our NAVA services for the 2016 Tax Roll.

- (1) Non-Ad Valorem Assessments (NAVA) for the 2016 Tax Roll. On or before June 1, 2016, my staff will forward to you the files containing the data needed for you to provide us with your accounts and charges as specified in F.S. 197.3632. The handling of that data to and from you will be much as it has been in past years with Becky Jones of our office serving as the main contact.**
- (2) Volusia Local Government & Volusia County Property Appraiser 2016 Contract for NAVA services. Attached is a PDF of the contract as completed by the County Attorney. You will note that the Property Appraiser Fee is listed in the contract as \$0.77 per NAVA account. Please have your own Attorney review the contract and contact the County Attorney's Office with any questions. Questions for my office regarding the contract or fee should be directed to me or my Chief Deputy, Jan Cornelius.**

I am attaching a document provided with last year's data, "The Volusia County Property Appraiser's (VCPA) Non Ad Valorem Assessment (NAVA) Process" to again allow you to view the extent of our effort in assisting as you provide these

important services to your taxpayers. I'm also attaching a list of the number of NAVA Accounts as per last year's Tax Roll.

The Volusia County Finance Department will be contacting you separately regarding their fee charge and their contract.

Sincerely,

A handwritten signature in blue ink, reading "Morgan B. Gilreath, Jr.", with a stylized flourish at the end.

Morgan B. Gilreath, Jr., MA, CFA
Property Appraiser

Attachment:

2016 Property Appraiser Contract for NAVA Services

Document: "The Volusia County Property Appraiser's (VCPA) Non Ad Valorem Assessment (NAVA) Process"

Spreadsheet: 2015 NAVA Accounts

The Volusia County Property Appraiser's (VCPA) Non Ad Valorem Assessment (NAVA) Process

The Non Ad Valorem Assessment (NAVA) process is authorized by *Florida Statute 197.3632 : Uniform method for the levy, collection, and enforcement of non-ad valorem assessments*. Local Governments (City and County "NAVA-clients") contract with County Property Appraisers and Tax Collectors for placing the NAVA on the County Tax Rolls and for collecting revenues relating to this *uniform method* of taxation which assumes the application of uniform rates on all taxpayers within a stated geographic area. NAVAs are, by definition, specified by local governments for inclusion on County Tax Rolls and collection of revenues with the same *non-payment* requirements as regular delinquent property tax accounts.

This document presents the Volusia County Property Appraiser's handling of NAVAs, which includes initial identification, calculation and inclusion on the county tax roll. It is our intent to work with Volusia local governments providing helpful analytic assistance regarding potential uses of our data for their desired NAVA. Our annual cycle includes the following:

1. Mid-April: Verify each individual NAVA boundary and produce lists of parcels. This initially involves a formal legal description of the NAVA boundaries from the local government, although we can work with general descriptions while *prototyping* a proposed NAVA with a jurisdiction to *estimate revenues*. "Parcels" are identified via creation of new Property Appraiser GIS NAVA layers and Access Database protocols and then input into our CAMA (Computer Assisted Masss Appraisal system to be put on the formal Tax Roll. Then a comparison is made to the list from the previous year to see what has changed (splits, combinations, annexations, new construction, demolitions, etc.).
2. Mid-May: Compile lists of each NAVA to be sent to each client local government. All files are identified and forwarded to the NAVA-clients by email in an Excel Spreadsheet. We include the Alternate Key, Parcel Identification Number, Millage Group, Owners Name and Mailing Address, Property Class Code, Property Class Description, Total Just Value, Property Location, Legal Description, Building Count, Authority Code, Authority Description, # Units, Current Rate and Total Amount of NAVA.

Each NAVA must then be reviewed by each local government for possible changes to our file. We highlight areas of concern where a NAVA did not exist last year but will exist this year (example: new construction, annexations, parcel combinations, etc.); or areas where an existing NAVA on parcels will no longer be required (demolition of buildings, splits of parcels, etc.).

This requires a minimum of three exchanges of information; an identification of existing NAVA parcels, sent to the local government; a review by the local government and return of a corrected list to the VCPA; and the VCPA's entry of the corrected data into their tax roll computer system.

3. June 1 (Pre-Preliminary Tax Roll) – Mid July (Post Preliminary Tax Roll, prior to mailing of Notice of Proposed Property Taxes (NOPPT) [a.k.a. TRIM]. During this time, changes, additions or

deletion requests may be made to the computer files before TRIM is sent to our vendor for processing and mailing. Some NAVA-clients supply our office with a complete new list (text file to be input into system) and others request actual changes, add or deletes to the original list that we provided to them. We try to work with each in the manner desired by the NAVA-client.

4. For inclusion on an annual tax roll, there are two deadlines:
 - a. In order to be included on the NOPPT (TRIM) mailing, we must have proposed rates and the local governments "contact-information" by July 31st in order for it to be displayed on the NOPPT form (TRIM) as required by law for taxpayers benefit. This date must be met in order for us to incorporate the information to our NOPPT Vendor for printing and mailing.

Once NAVA rates and contact information is received from each Local Government, the rates are hand-keyed (input) into a Table within our CAMA (Computer Assisted Mass Appraisal) system. Then, each NAVA is revalued and only after totals are reviewed and verified are individual amounts posted to the tax roll.

- b. There is a statutory date of September 15th, each year, for the final rates (which will be on the November 1st Tax Bill) to be in our hands for inclusion on the final tax roll. If any of the rates have changed, we re-key the new rate into our CAMA system and revalue each parcel in the NAVA before the final file is sent to the Volusia County Revenue Division for tax bill processing.
5. Once the tax roll is Certified (mid October) by the Property Appraiser, all data in all tax roll types (Real Property, Tangible Personal Property, Centrally Assessed and Non Ad Valorem) are sent to the County Revenue Division for preparation of the tax bills. We also generate Text Files and Summary Reports with totals for the Revenue Division.
6. After the tax bills are mailed, we receive and answer many individual taxpayer questions concerning NAVA's, assisting both the local government and the taxpayer. Questions not relating to our data are referred to the local government for clarification. However, if it pertains to a correction being needed, part of our service is to be the "go-between" with the taxpayer and the local government.

If a correction to the NAVA roll is required, the local government must fill out a Certificate of Correction form (standard form from Dept. of Revenue) and submit it to our office. We process the correction here in our office and also send the form to the Volusia Revenue Division for the tax bill to be corrected.

Florida Statute 197.3632 (2) states: *"A local governing board shall enter into a written agreement with the property appraiser and tax collector providing for reimbursement of necessary administrative costs incurred under this section. Administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming."*

**AGREEMENT WITH THE VOLUSIA COUNTY
PROPERTY APPRAISER
FOR THE UTILIZATION OF THE UNIFORM METHOD OF
COLLECTION OF NON-AD VALOREM ASSESSMENTS**

This Agreement with the Volusia County Property Appraiser for the Utilization of the Uniform Method of Collection of Non-Ad Valorem Assessments ("Agreement") is made and entered into by and between _____ ("Local Government"), a local government as such term is defined in § 197.3632, Florida Statutes, and the **County of Volusia, Florida, by and through the Volusia County Property Appraiser** ("Property Appraiser").

WHEREAS, the Local Government wants to levy, collect, and enforce its non-ad valorem assessments utilizing the uniform method for the levy, collection, and enforcement of its non-ad valorem assessments, as provided for in §§ 197.3632 and 197.3635, Florida Statutes ("Uniform Method"); and

WHEREAS, pursuant to § 197.3632(2), Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code, the Local Government must enter into an agreement with the Property Appraiser to provide for the reimbursement of the necessary administrative costs incurred in the utilization of the Uniform Method; and

WHEREAS, Rule 12D-18.004(1), Florida Administrative Code, further requires an agreement between the Local Government and the Property Appraiser governing data assembly and the exchange of information between the Local Government and the Property Appraiser; and

WHEREAS, Rule 12D-18.004(1)(c), Florida Administrative Code, requires the Local Government to enter into an agreement with the Property Appraiser for each non-ad valorem assessment roll, and each such agreement must comply with the requirements of Rule 12D-18.004; and

WHEREAS, the Local Government wants to enter into an agreement with the Property Appraiser for the preparation of the Local Government's non-ad valorem assessment roll in a compatible electronic medium tied to the property identification number, as permitted by Rule 12D-18.004(1)(a), Florida Administrative Code; and

WHEREAS, pursuant to § 197.3632(5)(a), Florida Statutes, the Local Government further opts to designate the Property Appraiser as the Local Government's agent for the limited purpose of certifying and submitting the non-ad valorem assessment roll to the county revenue division; and

WHEREAS, this Agreement is intended to meet the requirements of both § 197.3632, Florida Statutes, and Rule 12D-18.004, Florida Administrative Code, as such pertain to the Local Government's use of the Uniform Method and the Property Appraiser's administrative duties pursuant thereto.

NOW, THEREFORE, in consideration of the agreements, promises, and covenants set forth herein and other good and valuable consideration, the parties agree as follows:

I. General.

1. **Application.** Commencing with the 2016 tax year, this Agreement shall apply to the use of the Uniform Method for the non-ad valorem assessment identified in the Local Government's duly adopted resolution attached hereto and incorporated herein as **Exhibit A** ("Assessment").

2. **Term.** The term of this Agreement shall commence upon execution by both parties and be retroactively effective to address the administration of the Assessment for the first tax year for which this Agreement is effective, regardless of whether such administration commenced prior to the actual date of execution. For the purposes of this Agreement, a tax year shall mean and refer to a calendar year. This Agreement shall remain in effect for subsequent years' assessments and shall terminate (i) automatically once the Assessment is paid in its entirety such that no Assessment amounts need to be assessed or collected in a subsequent year or (ii) as otherwise provided herein. Pursuant to § 197.3632(6), Florida Statutes, the Local Government may discontinue use of the Uniform Method and terminate this Agreement upon written notice to the County, Property Appraiser, and Florida Department of Revenue before January 10 of each tax year. Such notice, upon the receipt thereof by the other party, shall terminate this Agreement. If notice is submitted after January 10 of the current tax year, then the Agreement shall continue to remain in effect for the current tax year; however, the Agreement shall be terminated with respect to the next tax year [e.g., if notice were sent December 1, 2017 (in tax year 2017), termination would be effective for the 2018 tax year; if notice were sent on January 5, 2018 (in tax year 2018), termination would be effective for the 2018 tax year; but, if notice were sent on January 11, 2018 (in tax year 2018), termination would not be effective until the 2019 tax year].

II. Duties of the Property Appraiser.

1. **Information.** Pursuant to § 197.3632(3)(b), Florida Statutes, and annually by June 1st of each year, the Property Appraiser shall provide the Local Government by list or compatible electronic medium with the legal description of the properties within the Assessment district together with the property identification numbers and names and addresses of the owners of all such properties. The Property Appraiser shall further provide any other information reasonably needed by the Local Government to create, recompute, reconfigure, revise, correct, or otherwise formulate the non-ad valorem assessment rolls as may be agreed to by the Property Appraiser.

2. **Preparation and Submittal of the Non-Ad Valorem Assessment Roll.** Pursuant to Rule 12D-18.004(1)(a), Florida Administrative Code, the Local Government

hereby names the Property Appraiser as its designee for the limited purposes of (i) preparing the Local Government's non-ad valorem assessment roll for the Assessment in a compatible electronic medium tied to the property identification number and (ii) certifying and submitting, in the name of the city, the non-ad valorem assessment roll to the county revenue division (a part of the department which has assumed the functions and duties of the tax collector pursuant to § 601.1(1)(a) of the Volusia County Charter) by September 15th of each tax year pursuant to § 197.3632(5)(a), Florida Statutes. The Property Appraiser agrees to serve as the Local Government's designee for such limited purposes and shall provide such services on behalf of the Local Government during the term of this Agreement unless otherwise agreed by the parties in writing. Regardless of the foregoing, the Property Appraiser's preparation of the non-ad valorem assessment roll hereunder shall be preconditioned on the Local Government's cooperation with the Property Appraiser in preparing the ad valorem assessment roll and the Local Government's timely submittal to the Property Appraiser of the Local Government's certified non-ad valorem assessment rate per assessment unit by September 15th of each tax year. Notwithstanding the Property Appraiser's preparation, submittal, or certification of the non-ad valorem assessment roll contemplated herein, the Local Government remains solely responsible for ensuring that such certified roll contains no errors or omissions as stated in § 197.3632(5)(a), Florida Statutes, and the Property Appraiser assumes no liability or responsibility for any such errors and omissions.

3. **Software / Data Storage.** The Property Appraiser maintains software, which it will use to edit and store any information provided to the Property Appraiser for use in fulfilling the Property Appraiser's obligations pursuant to this Agreement and its general administration of the Uniform Method pursuant to Chapter 197, Florida Statutes, and Rule 12D-18.004, Florida Administrative Code. The Property Appraiser will store and maintain the Local Government's data and related programs in the same manner as he/she maintains and safeguards other Volusia County tax data.

4. **Cooperation.** In addition to the foregoing, the Property Appraiser will make reasonable efforts to assist and accommodate the Local Government's creation of a non-ad valorem assessment roll, cooperate with the Local Government and the Volusia County Finance Department and Revenue Division to implement the Uniform Method pursuant to and consistent with Chapter 197, Florida Statutes, including §§ 197.3632 and 197.3635 thereof, and make available the Property Appraiser's methodology and data used to calculate the per unit cost described in Article IV of this Agreement.

III. Duties of the Local Government.

1. **Non-Ad Valorem Assessment.** The Local Government warrants that the Assessment to which this Agreement applies is valid, lawfully imposed, and duly levied by the Local Government on the properties subject thereto as described in **Exhibit A**. The Local Government further agrees to post the non-ad valorem assessment for each

parcel on the non-ad valorem assessment roll in a manner such that the assessment roll is free of errors and omissions.

2. **Reimbursement.** Each year, the Local Government shall pay to the Property Appraiser the necessary administrative costs of collection incurred by the Property Appraiser in the administration of the Assessment pursuant to Article IV (titled "Payment of Administrative Costs") of this Agreement.

3. **TRIM Notice.** The Local Government shall cooperate with the County in the preparation and delivery of the Truth in Millage Notice as provided for in § 200.069, Florida Statutes, and agrees to timely notify the Property Appraiser of the Local Government's proposed non ad valorem assessment rate per unit and the taxpayer contact information that will be displayed on such notice. Notice of the proposed or adopted non-ad valorem assessment must be included in such notice as set forth in § 200.069(10), Florida Statutes.

4. **Certification of the Non-Ad Valorem Assessment Rate.** By September 15th of each tax year, the Local Government shall submit to the Property Appraiser the certified non-ad valorem assessment rate per unit to the Property Appraiser. The Property Appraiser shall not be liable for any delays or failure to prepare, certify, or submit the Local Government's non-ad valorem assessment roll or to otherwise implement the Uniform Method with regard to the Assessment if the Local Government (i) fails to timely submit such certified non-ad valorem assessment rate (ii) provides an incorrect rate, or (iii) provides a rate in a corrupted format or a format that cannot be accessed or read by the Property Appraiser.

5. **Changes, Modifications, and Corrections.** The Local Government shall designate and authorize a person or entity other than the Property Appraiser who will receive and process any request for changes, modifications, or corrections to the non-ad valorem assessment roll and, if necessary, file with the Property Appraiser an appropriate certificate of correction.

6. **Additional Information.** If the Local Government determines that the information supplied by the Property Appraiser pursuant to Article II, § 1. Information of this Agreement is insufficient for the Local Government's purposes, the Local Government shall obtain further information from other sources.

7. **Coordination.** The Local Government shall cooperate with the Property Appraiser to implement the Uniform Method pursuant to and consistent with applicable state law and any relevant regulations duly promulgated by the Florida Department of Revenue.

IV. **Payment of Administrative Costs.**

1. **Per Unit Charge.** The Property Appraiser's charge to the Local Government for the units assessed pursuant to the Assessment for the 2016 tax year

and for each year thereafter unless otherwise adjusted shall be seventy-seven cents (77¢) per assessment unit, which per unit charge constitutes the actual cost of collecting the non-ad valorem assessment to the Property Appraiser's office as described in § 197.3632(2), Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code. Because such per unit charge is the actual cost to the Property Appraiser of administering the Assessment pursuant to the Uniform Method, such charge shall be subject to unilateral adjustment by the Property Appraiser on an annual basis to account for fluctuations in such cost.

2. **Adjustments.** If the Property Appraiser, after review of his/her operations and relevant data, determines the charge should be either increased or decreased, he/she shall send written notice to the Local Government of the adjustment. If notice is sent prior to January 10th of the current tax year, the adjustment shall be effective within the current tax year. Otherwise, such notice shall be effective in the next tax year.

3. **Challenges.** If the Local Government believes the adjusted charge does not reflect the actual cost of the administrative services provided by the Property Appraiser pursuant to this Agreement or otherwise violates § 197.3632(2), Florida Statutes, the Local Government may, within 10 (ten) days of its receipt of such notice, send a notice to the Property Appraiser objecting to the adjustment, which notice shall include a concise summary of the reason(s) as to why the Local Government is objecting and a request for a meeting with the Property Appraiser to reconsider the adjustment. Failure to request such meeting shall be deemed a waiver of the Local Government's right to challenge the adjustment. If requested, the meeting shall be scheduled within twenty (20) days of the receipt of such request. The Property Appraiser shall render a final decision regarding the adjusted charge within ten (10) days following such meeting or such other time as may be agreed upon by the Local Government and the Property Appraiser. Such final decision shall be binding as to both parties and constitute final agency action.

4. **Payment.** The Local Government agrees that the payment due pursuant to this Agreement may be withheld by the Volusia County Finance Department from the revenue collected from the Assessment and transferred to the Property Appraiser. If such withhold does not occur or insufficient Assessment revenue is collected to reimburse the Property Appraiser pursuant to this Agreement, the Property Appraiser may invoice the Local Government for payment of any deficiency pursuant to the applicable provisions of Part VII of Chapter 218, Florida Statutes.

V. Miscellaneous.

1. **Indemnification.** The Local Government agrees to indemnify, defend, and hold harmless Volusia County and its Property Appraiser from and against any claims, sanctions, costs, or damages imposed against or incurred by Volusia County or its Property Appraiser, including, but not limited to, attorney's fees or costs, which claims, sanctions, costs, or damages arise from (i) any act or omission committed by the Local Government in adopting, administering, levying, or enforcing the Assessment,

(ii) any defect in the Assessment itself, (iii) any challenge regarding the validity or legality of the Assessment, or (iv) any defect in the certified non-ad valorem assessment roll submitted to Volusia County pursuant to § 197.3632(5)(a), Florida Statutes.

2. **Entire Agreement.** This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

3. **Amendment.** Unless otherwise expressly provided herein, any alteration, variation, modification, extension, renewal, or waiver of the provisions of this Agreement shall be valid only when reduced to writing, duly authorized and signed by all parties.

4. **Notices.** All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent certified or registered mail, return receipt requested, first class, postage prepaid, and addressed as follows:

IF TO LOCAL GOVERNMENT:

WITH COPY TO:

Local Government Attorney

IF TO COUNTY:

Volusia County Property Appraiser
123 West Indiana Avenue
Room 102
DeLand, FL 32720

WITH COPY TO:

Volusia County Attorney
123 West Indiana Avenue
DeLand, FL 32720

5. **Construction – Governing Law.** This Agreement is intended to complement the statutes and regulations pertaining to the Uniform Method and shall be construed together with the applicable provisions of the Florida Statutes and any duly promulgated Department of Revenue rules pertaining to the Uniform Method, including, but not limited to § 197.3632, Florida Statutes, and Rule 12D-18.004, Florida Administrative Code, or any successor statutes or rules, as such may be amended or supplemented from time to time. Any duly adopted statutes or regulations pertaining to the Uniform Method and the administration thereof shall (i) govern those items not specifically covered herein and (ii) are hereby incorporated by reference. If any terms or conditions of this Agreement conflict with duly enacted statutes or adopted

regulations pertaining to the Uniform Method, such statutes or regulations shall govern to the extent any such conflict exists.

6. **Sovereign Immunity.** Regardless of anything set forth in this section or any other part of this Agreement to the contrary, each party expressly retains all rights, benefits, and immunities of the doctrine of sovereign immunity in accordance with § 768.28, Florida Statutes, and nothing in this Agreement shall be deemed as a waiver of the doctrine of sovereign immunity or any of the limits of liability of either party beyond any statutory limited waiver of immunity or those limits of liability which may have been or may be adopted by the Florida Legislature. Nothing in this Agreement shall be read or otherwise interpreted to require or otherwise allow the indemnification of one party for the negligent acts of the other in contravention of § 768.28, Florida Statutes, nor shall anything in this Agreement inure to the benefit of any third party for the purpose of allowing any claim against either party, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

IN WITNESS WHEREOF, the parties have executed this Agreement with the Volusia County Property Appraiser for the Utilization of the Uniform Method of Collection of Non-Ad Valorem Assessments on the day and year written below.

ATTEST:

By: _____

Chair/Mayor

ATTEST:

PROPERTY APPRAISER
COUNTY OF VOLUSIA, FLORIDA

By: _____
Morgan B. Gilreath, Jr.
Property Appraiser
Volusia County, Florida



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

**City Commission
Agenda Item**

MEETING DATE: June 14, 2016
FROM: Kurt Swartzlander
SUBJECT: Waste Management CPI Change Effective 10/1/16
NUMBER: (ID # 1355)
APPLICANT:
PLANNER:

DISCUSSION: Waste Management has implemented a pricing change effective 10/1/16 on the collection component for all commercial 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 0.66%

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 commercial services. Residential rates are not impacted by this CPI change because both the contract and city rates have been established through 10/1/17.

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.

- CPI Letter for Holly Hill for October 2016 (PDF)
- CPI-U South - Size Class BC thru APR 2016 for Holly Hill (PDF)



WASTE MANAGEMENT, INC. OF FLORIDA

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

May 31, 2016

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 +0.66%. The adjusted rates become effective October 1, 2016.

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

Consumer Price Index - All Urban Consumers

Original Data Value

For City of Holly Hill

Series Id: CUURX300SA0
 Not Seasonally Adjusted
 Area: South - Size Class B/C
 Item: All items
 Base Period: DECEMBER 1996=100
 Years: 2006 to 2016

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2006	122.0	122.1	123.0	124.1	124.6	125.0	125.5	125.4	124.4	123.7	123.4	123.8	123.9	123.5	124.1
2007	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	128.64
2008	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	133.07
2009	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	132.96
2010	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	134.69
2011	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	140.16
2012	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	142.40
2013	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	144.76
2014	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	146.63
2015	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	146.30
2016	145.209	145.279	146.263	146.907											

Index Change = 0.968

CPI Change = 0.66%

Attachment: CPI-U South - Size Class BC thru APR 2016 for Holly Hill (1355 : Waste Management CPI



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

**City Commission
Agenda Item**

MEETING DATE: June 14, 2016
FROM: Valerie Manning
SUBJECT: Volusia Governments Water Compact
NUMBER: (ID # 1351)
APPLICANT:
PLANNER:

DISCUSSION:

This is a request for direction by the Mayor and City Commission regarding a request by Volusia Governments to adopt a resolution or letter of support for a local water resources compact. Recently, local officials gathered at Stetson University for a meeting sponsored by Stetson Institute for Water and Environmental Resilience to address local water issues. The Volusia Governments Water Resources Compact was proposed as an initiative for local governments in Volusia County to work together to create a regional water action plan.

SECTION 2. Of the Volusia Governments Compact as presented in the packet, supports the following activities:

- Development of and advocacy for joint positions on federal and state legislation, regulations, and administrative policies pertaining to water issues, including, but not limited to, those relating to septic tank replacements through sewer treatment expansion, wastewater and re-use water, potable water supply, water quality projects to protect the Mosquito Lagoon, the Halifax River, the St. Johns River, and the Blue Springs Basin.
- Creation of common regional baseline information, relating to all relevant water issues.
- Convocation of an annual Volusia Governments Water Summit.
- Development of a Regional Water Action Plan, including strategies to accomplish the common goals of the Volusia County Governments relating to water issues, to be revised every five years from the date of publication of the first Action Plan.

- Solicitation of external funding and resources to support Compact initiatives.
- Establishment of an enduring organizational structure for the Compact, subject to the approval of each of the Volusia Governments to facilitate Compact work, enhance the strong relationships among the Compact governments, and improve the Compact's competitiveness in seeking external funding and resources.

FISCAL ANALYSIS:

There is no budget impact for this item as presented.

STAFF RECOMMENDATION:

If there is support from the Mayor and City Commission, a letter of support would be issued to Volusia County.

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:**AS DETERMINED BY THE CITY COMMISSION.**

- Volusia Governments Water Resources Compact (PDF)

VOLUSIA GOVERNMENTS WATER RESOURCES COMPACT

WHEREAS, each of the municipalities in Volusia County and unincorporated Volusia County have numerous water issues that are key to the sustainability and growth of Volusia County and each of its municipalities (hereinafter “Volusia Governments”); and

WHEREAS, the Volusia Governments face pressing water issues, including, but not limited to those relating to septic tank replacements through sewer treatment expansion, wastewater and re-use water, potable water supply, water quality projects to protect the Indian River Lagoon, the Halifax River, the St. Johns River, and the Outstanding Florida Springs (Blue, DeLeon, Gemini); and

WHEREAS, the Volusia Governments can most effectively address water issues together and with a united front to address the myriad common concerns shared by the Volusia Governments.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARDS OF EACH OF THE VOLUSIA GOVERNMENTS:

SECTION 1. “The Compact” shall refer to this document, and the collective efforts undertaken in furtherance of the aims of each of the Volusia Governments.

SECTION 2. The Volusia Governments commit to support the following activities:

- Development of and advocacy for joint positions on federal and state legislation, regulations, and administrative policies pertaining to water issues, including, but not limited to, those relating to septic tank replacements through sewer treatment expansion, wastewater and re-use water, potable water supply, water quality projects to protect the Mosquito Lagoon, the Halifax River, the St. Johns River, and the Blue Springs Basin.
- Creation of common regional baseline information, relating to all relevant water issues.
- Convocation of an annual Volusia Governments Water Summit.
- Development of a Regional Water Action Plan, including strategies to accomplish the common goals of the Volusia County Governments relating to water issues, to be revised every five years from the date of publication of the first Action Plan.
- Solicitation of external funding and resources to support Compact initiatives.
- Establishment of an enduring organizational structure for the Compact, subject to the approval of each of the Volusia Governments to facilitate Compact work, enhance the strong relationships among the Compact governments, and improve the Compact’s competitiveness in seeking external funding and resources.

SECTION 3. The Volusia Governments will continue to support and foster expanded public, private, and nonprofit engagement in Compact initiatives at the local, regional, state, national, and international levels, with an emphasis on communications, partnerships, and capacity building.

SECTION 4. In pursuit of the common aims of the Volusia Governments under the Compact, each such government pledges not to work at cross-purposes with the other governments. However, nothing in this document shall be deemed to limit the power of each governmental entity to govern its respective jurisdictional area.

SECTION 5. The commitments contained herein shall not be effective until approved through the required procedures of each respective member of the Compact.



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

**City Commission
Agenda Item**

MEETING DATE: June 14, 2016
FROM: Mark Juliano
SUBJECT: Purchase of Zero Turn Radius Commercial Grade Mowers
(16BG09)
NUMBER: (ID # 1348)
APPLICANT:
PLANNER:

DISCUSSION:

In April of 2016 the Fleet Division of the Public Works Department began to research the purchase of four (4) Scag Zero Turn Mowers for purchase. Initially it was thought the mowers would be purchased off of the Sheriff Association Annual Contract. However a check by our Fleet Supervisor of local suppliers revealed that the mowers might possibly be purchased cheaper if they were placed out to bid by the City. Therefore it was decided to place the mowers out for sealed bids.

On May 20, 2016 sealed bids were accepted and publicly opened for the purchase of four (4) Scag Model SZC61RD-31FX zero turn mowers equipped with a 61" deck, rear discharge, 31 HP Kawasaki air cooled engine and a 24 month warranty (Unlimited Hours). Only one bid was received for consideration, from South Daytona Tractor and Mower for the total amount of \$37,916.84. The amount bid by South Daytona Mower is \$13,519.16 less than utilizing the Sheriff Association Annual Contract for the purchase of the four (4) mowers. Therefore the Public Works Department is requesting the approval of the purchase of four (4) Scag mowers from South Daytona Tractor and Mower.

FISCAL ANALYSIS:

This purchase price for the mowers is \$9,479.21 each for a total of \$37,916.84 and is budgeted in the FY-2016 capital budget. Account Number 001-4172-572.64-00.

STAFF RECOMMENDATION:

Approve purchase of four (4) Scag model SZC61RD-31FX zero turn mowers.

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 PURCHASE OF FOUR (4) SCAG MODEL SZC61RD-31FX ZERO TURN MOWERS FROM SOUTH DAYTONA TRACTOR AND MOWER INC. FOR A TOTAL COST OF \$37,916.84

- Z-Turn Mower Bid - SDTT (PDF)
- Sheriff Association Annual Contract (PDF)

CONTRACT SUM**PROJECT Zero Turn Radius Commercial Grade Mowers**Name of Bidder: SOUTH DAYTONA TRACTOR & MOWER INC.Mailing Address: 3000 A S. RIDGEWOOD AVEStreet Address: 3000 A S. RIDGEWOOD AVECITY/State/Zip: SOUTH DAYTONA FL 32119Phone Number: (386) 760-5067FAX Number: (386) 767-9854**ALL PRICES F.O.B. HOLLY HILL**

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

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

Item No.	Description	Qty	Unit	Unit Cost	Total
1.	Scag SZC61RD-31FX 60" Rear Discharge 31 HP Kawasaki Air Cooled Engine Warranty - 24 Month Unlimited Hours No Substitution Is Permitted	4	EA	\$ 9,479.21	\$ 37,916.84
TOTAL BID:					

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 19TH day of MAY, 2016.

RANDY SMITH
me
(Name of PROPOSER)

Sworn to and subscribed before

This 19TH day of MAY20 16.

2015 Fer

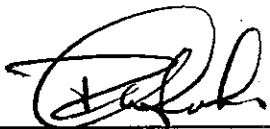


acement

SUBMIT BIDS TO: City of Holly Hill 1065 Ridgewood Avenue Holly Hill, FL 32117 Attn.: CITY CLERK	REQUEST FOR PROPOSALS
Contact: Danny O'Flaherty Fleet Supervisor 386-248-9463 - Phone 386-248- 9499 - Fax doflaherty@hollyhillfl.org	Zero Turn Radius Commercial Grade Mowers
Bid Due Date: May 20, 2016 Bid Due Time: 2:00 PM	Location of Public Opening: City of Holly Hill City Hall Room 227, Large Conference Room 1065 Ridgewood Avenue Holly Hill, FL 32117
Bidder's Name: SOUTH DAYTONA TRACTOR & MOWER	Federal Employer ID Number or SS Number: 59-3040443
Mailing Address: 3000 S. RIDGEWOOD AVE	If returning as a "No Submittal", state reason (if so, return only this page):
City, State, Zip: SOUTH DAYTONA FL 32119	
Type of Entity: (Circle one) ☒ Corporation ☐ Partnership/Joint Venture ☐ Proprietorship ☐ Limited Liability Company Other: _____	
Incorporated in the State of: FLORIDA	X  Authorized Signature (Manual)
Telephone Number: 386-760-5067	Typed Name: RANDY SMITH
Toll Free Telephone Number: (800)	Title: SALES
Fax Number: 386-767-9854	Date: 5/19/16

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

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



(Signature of person signing FORM)

RANDY SMITH

(Printed name of person signing FORM)

or

SALES

identification)

(Title of person signing FORM)



KEITH E. WILLIAMS
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # 11142400
EXPIRES 7/20/2018
BONDED THRU 1-688-NOTARY1

7.6.a

KEITH E. WILLIAMS
Signature of Notary (& Stamp)
Notary Public, State of FLORIDA

Personally

Known

Produced Identification _____

(type

of

Attachment: Z-Turn Mower Bid - SDTT (1348 : Purchase of Zero Turn Radius Commercial Grade Mowers (16BG09))

ATTACHMENT A CONFLICT OF INTEREST STATEMENT

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

1. I am the SALES of SOUTH DAYTONA TRACTOR MOWER with a local office in SOUTH DAYTONA, FL and principal office in SOUTH DAYTONA, FL.
2. The above named entity is submitting an Expression of Interest for the City of Holly Hill project described as **Bid Zero Turn Radius Commercial Grade Mowers**
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting Qualifications for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of Holly Hill.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of Holly Hill.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify City of Holly Hill in writing.

DATED this 19 day of MAY, 2016.

RANDY SMITH
me
(Name of PROPOSER)

[Signature]
(Signature of person signing FORM)

RANDY SMITH
(Printed name of person signing FORM)
or

Sworn to and subscribed before

This 19TH day of MAY

20 16.
[Signature]
KEITH E. WILLIAMS
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # FF142491
EXPIRES 7/20/2018
BONDED THRU 1-888-NOTARY1
Signature of Notary (& Stamp)
Notary Public, State of FLORIDA

Personally Known

Produced Identification_____

SALES
identification) (type of
(Title of person signing FORM)

Attachment: Z-Turn Mower Bid - SDTT (1348 : Purchase of Zero Turn Radius Commercial Grade Mowers (16BG09))

ATTACHMENT B COMPLIANCE WITH THE PUBLIC RECORDS LAW

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

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

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

DATED this 19TH day of MAY, 20 16.

RANDY SMITH
me
(Name of PROPOSER)

[Signature]
(Signature of person signing FORM)

RANDY SMITH

(Printed name of person signing FORM)
_____ or

SALES
identification)
(Title of person signing FORM)

Sworn to and subscribed before

This 19TH day of MAY

20 16. [Signature]
KEITH E. WILLIAMS
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # FF1424
EXPIRES 7/20/2018
BONDED THRU 1-888-NOTARY

KEITH WILLIAMS
Signature of Notary (& Stamp)
Notary Public, State of FLORIDA

Personally Known

Produced Identification _____

(type of

ATTACHMENT C PROPOSER'S CERTIFICATION

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

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

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

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

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

DATED this 19TH day of MAY, 2016.

RANDY SMITH
(Name of PROPOSER)

[Signature]
(Signature of person signing FORM)

RANDY SMITH
(Printed name of person signing FORM)
or

SALES
Identification)
(Title of person signing FORM)

Sworn to and subscribed before me
This 19TH day of MAY
20 16.
Signature of Notary (& Stamp)
Notary Public, State of FLORIDA

KEITH E. WILLIAMS
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # FF142495
EXPIRES 7/20/2018

Personally Known

Produced Identification _____

(type of

ATTACHMENT D DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida statute 287.087 hereby certifies that

SOUTH DAYTONA TRACTOR MOWERS:

(Name of Business)

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

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

DATED this 19TH day of MAY, 2014.

RANDY SMITH
me
(Name of PROPOSER)

[Signature]
(Signature of person signing FORM)

RANDY SMITH

Sworn to and subscribed before

This 19TH day of MAY

2014. [Signature]
KEITH E. WILLIAMS
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # FF142495
EXPIRES 7/20/2018
BONDED THRU 4,999 NOTARY1

KEITH WILLIAMS
Signature of Notary (& Stamp)
Notary Public, State of FLORIDA

Attachment: Z-Turn Mower Bid - SDTT (1348 : Purchase of Zero Turn Radius Commercial Grade Mowers (16BG09))

(Printed name of person signing FORM)

_____ or

Personally

Known

Produced Identification _____

_____ SALES
identification)

(Title of person signing FORM)

_____ (type of

Attachment: Z-Turn Mower Bid - SDTT (1348 : Purchase of Zero Turn Radius Commercial Grade Mowers (16BG09))

ATTACHMENT E AMERICANS WITH DISABILITIES ACT AFFIDAVIT

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

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

DATED this 19TH day of MAY, 2016.

RANDY SMITH

me
(Name of PROPOSER)

[Signature]

(Signature of person signing FORM)

RANDY SMITH

(Printed name of person signing FORM)
or

SALES
identification)
(Title of person signing FORM)

Sworn to and subscribed before

This 19TH day of MAY
20 16.
[Signature]
KEITH E. WILLIAMS
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # FF142491
EXPIRES 7/20/2018
BONDED THRU 1-888-NOTARY1

KEITH WILLIAMS
Signature of Notary (& Stamp)
Notary Public, State of

Personally Known

Produced Identification _____
(type of

ATTACHMENT F

Request for Taxpayer Identification Number and Certification

(W-9 Form)

W-9 Form (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
Print or type See Specific instructions on page 2.	Name (as shown on your income tax return) <u>South Daytona Teaster & Mowers, Inc.</u>	
	Business name, if different from above	
	Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ☐ Exempt payee ☐ Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) <u>3000 South Ridgewood Ave.</u>	Requester's name and address (optional)
	City, state, and ZIP code <u>South Daytona FL 32128</u>	
	List account number(s) here (optional)	
Part I Taxpayer Identification Number (TIN)		
Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.		
		Social security number
		or Employer identification number 59-3040443
Part II Certification		
Under penalties of perjury, I certify that:		
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below).		
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.		
Sign Here	Signature of U.S. person <u>Thomas D. Beys</u>	Date <u>5/19/16</u>
General Instructions		
Section references are to the Internal Revenue Code unless otherwise noted.		
Purpose of Form		
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:		
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.		
Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.		
Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:		
• An individual who is a U.S. citizen or U.S. resident alien, • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, • An estate (other than a foreign estate), or • A domestic trust (as defined in Regulations section 301.7701-7).		
Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.		
The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:		
• The U.S. owner of a disregarded entity and not the entity,		

Cat. No. 10231X

Form W-9 (Rev. 10-2007)

ATTACHMENT G REFERENCES

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

1. Company Name CITY OF DAYTONA BEACH

Contact Name and Title ROBERT MCNARY - GROUNDS MAINTENANCE

Address P.O. BOX 2451, DAYTONA BEACH, FL 32115

Phone Number 386 527-9988 FAX Number 386 671 5930

Duration of Contract or business relationship DEC. 1993 - CURRENT

2. Company Name CITY OF PALM BAY

Contact Name and Title DAVE BROWN - FLEET SERVICE

Address 120 MALABAR RD. SE, PALM BAY, FL 32907

Phone Number 321-960-1040 FAX Number 321-952-3401

Duration of Contract or business relationship FEB. 2015 - CURRENT

3. Company Name CITY OF SOUTH DAYTONA

Contact Name and Title JIM BEACH - PARKS & REC.

Address P.O. BOX 214960, SOUTH DAYTONA, FL

Phone Number 386-451-5095 FAX Number 386 322 3079

Duration of Contract or business relationship Nov. 1992 - CURRENT

Attachment: Z-Turn Mower Bid - SDTT (1348 : Purchase of Zero Turn Radius Commercial Grade Mowers (16BG09))

ATTACHMENT H IDENTICAL TIE PROPOSALS

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

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

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
- 2) Inform employees about the dangers of drug abuse in the workplace the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Florida Statutes or of any controlled substance law(s) of the United States or any state five (5) days after such conviction or plea.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, any employee who is so convicted.
- 6) Make a good-faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

DATED this 19TH day of MAY, 20 16.

RANDY SMITH
me
(Name of PROPOSER)

[Signature]
(Signature of person signing FORM)

RANDY SMITH
(Printed name of person signing FORM)
or

identification)

Sworn to and subscribed before

This 19TH day of MAY

20 16 [Signature]
KEITH E. WILLIAMS
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # FF14249
EXPIRES 7/20/2018
BONDED THRU 1/1/18 - NOTARY

Signature of Notary (& Stamp)
Notary Public, State of

FLORIDA

Personally Known

Produced Identification _____

(type of

SALES

7.6.a

(Title of person signing FORM)

Attachment: Z-Turn Mower Bid - SDTT (1348 : Purchase of Zero Turn Radius Commercial Grade Mowers (16BG09))

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

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

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

1. This sworn statement is submitted to CITY OF HOLLY HILL
[print name of public entity]

by RANDY SMITHS SALES
[print individual's name and title]

for SOUTH DAYTONA TRACTOR & MOWER
[print name of entity submitting sworn statement]

whose business address is:

3000 A S. RIDGEWOOD AVE
SOUTH DAYTONA FL 32119

and (if applicable) its Federal Employer Identification Number (FEIN) is 59 3040413

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those

officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THE FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

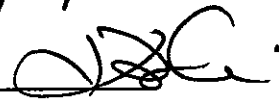


(Signature)

Date: MAY 19, 2016Sworn to and subscribed before me this 19TH day of MAY, 2016.

Personally known _____

Or Produced identification _____

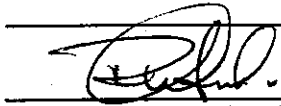
(Type of Identification)Notary Public – State of FLORIDAMy commission expires 07/20/2018KEITH WILLIAMS 
(Printed, typed or stamped
commission name of notary public)KEITH E. WILLIAMS
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION# FF142495
EXPIRES 7/20/2018
BONDED THRU 1-888-NOTARY1

Attachment: Z-Turn Mower Bid - SDTT (1348 : Purchase of Zero Turn Radius Commercial Grade Mowers (16BGG09))

Form PUR 7068

**ATTACHMENT J
SUMMARY OF LITIGATION AND LICENSE SANCTIONS**

(IF NOT APPLICABLE, PLEASE STATE SO):

NOT APPLICABLE


AUTHORIZED SIGNATURE

SOUTH DAYTONA TRACTOR & MOWER
 COMPANY
5/19/16

DATE

Attachment: Z-Turn Mower Bid - SDTT (1348 : Purchase of Zero Turn Radius Commercial Grade Mowers (16BG09))

ATTACHMENT K LIST OF SUBCONTRACTORS

(IF NOT APPLICABLE, PLEASE STATE SO):

NOT APPLICABLE



AUTHORIZED SIGNATURE

SOUTH DAYTONA TRACTOR & MOWER.
COMPANY

5/19/16
DATE

Attachment: Z-Turn Mower Bid - SDTT (1348 : Purchase of Zero Turn Radius Commercial Grade Mowers (16BG09))

ATTACHMENT L LOCAL BIDDER PREFERENCE

CITY OF HOLLY HILL

AFFIDAVIT OF ELIGIBILITY LOCAL BUSINESS

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

1. LEGAL NAME OF BUSINESS: SOUTH DAYTONA TRACTOR & MOWER

Physical Address:

Mailing Address (if different)

3000 A S. RIDGEWOOD AVESOUTH DAYTONA, FL 32119

2. Year your business was established in the City of Holly Hill: _____

3. Business Tax Receipt Number Issued by the City of Holly Hill

BTR Number: _____

Date Issued: _____

4. Please provide a brief description of the nature of your business and how it relates to the community.

PARTS, SALES & SERVICE OF OUTDOOR POWER EQUIP.

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

By: [Signature]

Signature

RANDY SMITH

Name, Typed or Printed

SALES

Title, Typed or Printed

3000 A S. RIDGEWOOD AVE

Mailing Address

SOUTH DAYTONA FL 32119

City, State, Zip Code

386-760-5067

Telephone Number

Sworn to and subscribed before me

This 19TH day of MAY20 16

Signature of Notary (& Stamp)

KEITH E. WILLIAMS
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # FF142495
EXPIRES 7/20/2018

KEITH E. WILLIAMS, NOTARY1

Notary Public, State of

FLORIDAPersonally Known X or

Produced Identification

(type of identification)

ATTACHMENT L LOCAL BIDDER PREFERENCE

CITY OF HOLLY HILL

AFFIDAVIT OF ELIGIBILITY COUNTY BUSINESS

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

1. LEGAL NAME OF BUSINESS: SOUTH DAYTONA TRACTOR & MOWER

Physical Address:

Mailing Address (if different)

3000 A S. RIDGEWOOD AVESOUTH DAYTONA FL 321192. Year your business was established in the City of permanent address: NOV. 20, 1990

3. Business Tax Receipt Number Issued by the City of permanent address

BTR Number: 1213Date Issued: 10/01/2015

4. Please provide a brief description of the nature of your business and how it relates to the community.

PARTS, SALES SERVICE OF OUTDOOR POWER EQUIP.

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

By: [Signature]

Signature

Name, Typed or Printed

Title, Typed or Printed

Mailing Address

City, State, Zip Code

Telephone Number

Sworn to and subscribed before me

This 19TH day of MAY20 14

Signature of Notary (& Stamp)

Notary Public, State of

Personally Known X or

Produced Identification

(type of identification)

KEITH E. WILLIAMS
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # FF142495
EXPIRES 7/20/2018

BONDED THRU 1-888-NOTARY1

KEITH WILLIAMS

Sheriff Association

**State Term Contract No. 21100000-15-1;
Agriculture & Lawn Equipment**

Revised: 10/27/2015

Group	Group Description	Sub Group	Sub Group Description	Excludes:	Applicable Commodity Code(s) ¹	
Group 3	Mower: Walk-behind Lawn, Non-Commercial Type	Sub Group 4	Mower: Walk-behind Lawn, Non-Commercial Type; Deck less than or equal to 24"	Golf/Sports	21100000	
		Sub Group 5	Mower: Walk-behind Lawn, Non-Commercial Type; Deck greater than 24"			
Group 4	Mower: Walk-behind Lawn, Commercial Type	Sub Group 6	Mower: Walk-behind Lawn, Commercial Type; Deck less than 44"			
		Sub Group 7	Mower: Walk-behind Lawn, Commercial Type; Deck greater than or equal to 44"			
Group 5	Mower: Stand-On, Commercial Type	Sub Group 8	Mower: Stand-On, Commercial Type			
Group 6	Mower: Lawn & Garden Tractor (Riding)	Sub Group 9	Mower: Lawn & Garden Tractor (Riding); Less than or equal to 44" Deck			
		Sub Group 10	Mower: Lawn & Garden Tractor (Riding); Deck greater than 44" but less than 52"			
		Sub Group 11	Mower: Lawn & Garden Tractor (Riding); Deck greater than or equal to 52"			
Group 7	Mower: Front / Rear wheel Steering (Riding) Type	Sub Group 12	Mower: Front (Rear wheel Steering) Riding Type; All Deck Sizes			
Group 8	Mower: Commercial Zero-Turn Radius (Riding) Type	Sub Group 13	Mower: Zero-Turn Radius, Commercial Type; Deck less than or equal to 44"			
		Sub Group 14	Mower: Zero-Turn Radius, Commercial Type; Deck greater than 44" and less than to 52"			
		Sub Group 15	Mower: Zero-Turn Radius, Commercial Type; Deck greater than or equal to 52" but less than or equal to 72"			
Group 9	Mower: Wide-Area, Commercial	Sub Group 16	Mower: Wide-Area, Commercial; Deck equal to or greater than 72 inches			
Group 10	Lawn Equipment - Handheld, Walk-behind, Backpack	Sub Group 17	Power Small Handheld Equipment: Hedge Trimmers, Edgers , Augers, Post hole diggers, Chainsaws, Blowers	Snow Equipment, Stump Grinders, Log Splitters, Chippers, Shredders, Pressure Washers, Attachments, Accessories, and Implements	27112000 , 25111934, 27112712	
		Sub Group 18	Push Power Equipment: Brush Cutters, Tillers, Push Vacuum etc.			
Group 3	Mower: Walk-behind Lawn, Non-Commercial Type					
Sub Group 4	Mower: Walk-behind Lawn, Non-Commercial Type; Deck less than or equal to 24"					
Line No	MANUFACTURER/ BRAND ¹	BASE EQUIPMENT MSRP DISCOUNT ² [###.###%]	OEM OPTIONS DISCOUNT ³ [###.###%]	ACCESSORIES, & IMPLEMENTS MSRP DISCOUNT ⁴ [###.###%]	OEM & REPLACEMENT PARTS MSRP DISCOUNT ⁵ [###.###%]	Contractor
1	Ariens	22.00%	22.00%	22.00%	0.00%	Ariens Company - Gravely
2	Cub Cadet	10.00%	10.00%	10.00%	10.00%	Robinson Outdoors Inc.
5	Husqvarna	16.00%	10.00%	10.00%	10.00%	
Sub Group 5	Mower: Walk-behind Lawn, Non-Commercial Type; Deck greater than 24"					
Line No	MANUFACTURER/ BRAND ¹	BASE EQUIPMENT MSRP DISCOUNT ² [###.###%]	OEM OPTIONS DISCOUNT ³ [###.###%]	ACCESSORIES, & IMPLEMENTS MSRP DISCOUNT ⁴ [###.###%]	OEM & REPLACEMENT PARTS MSRP DISCOUNT ⁵ [###.###%]	Contractor
2	Cub Cadet	10.00%	10.00%	10.00%	10.00%	Robinson Outdoors Inc.
Group 4	Mower: Walk-behind Lawn, Commercial Type					
Sub Group 6	Mower: Walk-behind Lawn, Commercial Type; Deck less than 44"					
Line No	MANUFACTURER/ BRAND ¹	BASE EQUIPMENT MSRP DISCOUNT ² [###.###%]	OEM OPTIONS DISCOUNT ³ [###.###%]	ACCESSORIES, & IMPLEMENTS MSRP DISCOUNT ⁴ [###.###%]	OEM & REPLACEMENT PARTS MSRP DISCOUNT ⁵ [###.###%]	Contractor
4	eXmark	20.00%	20.00%	20.00%	0.00%	Roberts Supply, Inc.
5	Ferris	10.00%	5.00%	5.00%	5.00%	Sario Power Mowers, Inc.
6	Gravely	22.00%	22.00%	22.00%	0.00%	Ariens Company - Gravely
8	John Deere	21.00%	21.00%	21.00%	21.00%	Deere & Company
9	Sario	20.00%	10.00%	10.00%	10.00%	Sario Power Mowers, Inc.
10	SCAG	22.00%	15.00%	15.00%	0.00%	Florida Outdoor Equipment, Inc.
12	Snapper Pro	10.00%	5.00%	5.00%	5.00%	Sario Power Mowers, Inc.
Sub Group 7	Mower: Walk-behind Lawn, Commercial Type; Deck greater than or equal to 44"					
Line No	MANUFACTURER/ BRAND ¹	BASE EQUIPMENT MSRP DISCOUNT ² [###.###%]	OEM OPTIONS DISCOUNT ³ [###.###%]	ACCESSORIES, & IMPLEMENTS MSRP DISCOUNT ⁴ [###.###%]	OEM & REPLACEMENT PARTS MSRP DISCOUNT ⁵ [###.###%]	Contractor
4	eXmark	20.00%	20.00%	20.00%	0.00%	Roberts Supply, Inc.
5	Ferris	10.00%	5.00%	5.00%	5.00%	Sario Power Mowers, Inc.
6	Gravely	22.00%	22.00%	22.00%	0.00%	Ariens Company - Gravely
8	John Deere	21.00%	21.00%	21.00%	21.00%	Deere & Company
10	SCAG	22.00%	15.00%	15.00%	0.00%	Florida Outdoor Equipment, Inc.
12	Snapper Pro	10.00%	5.00%	5.00%	5.00%	Sario Power Mowers, Inc.
Group 5	Mower: Stand-On, Commercial Type					
Sub Group 8	Mower: Stand-On, Commercial Type					
Line No	MANUFACTURER/ BRAND ¹	BASE EQUIPMENT MSRP DISCOUNT ² [###.###%]	OEM OPTIONS DISCOUNT ³ [###.###%]	ACCESSORIES, & IMPLEMENTS MSRP DISCOUNT ⁴ [###.###%]	OEM & REPLACEMENT PARTS MSRP DISCOUNT ⁵ [###.###%]	Contractor
3	eXmark	20.00%	20.00%	20.00%	0.00%	Roberts Supply, Inc.
4	Gravely	22.00%	22.00%	22.00%	0.00%	Ariens Company - Gravely
5	John Deere	21.00%	21.00%	21.00%	21.00%	Deere & Company
6	SCAG	22.00%	15.00%	15.00%	0.00%	Florida Outdoor Equipment, Inc.
7	Toro	31.00%	0.00%	0.00%	0.00%	Wesco Turf, Inc.

**State Term Contract No. 21100000-15-1;
Agriculture & Lawn Equipment**

Revised: 10/27/2015

Group 6 Mower: Lawn & Garden Tractor (Riding)						
Sub Group 9 Mower: Lawn & Garden Tractor (Riding); Less than or equal to 44" Deck						
Line No	MANUFACTURER/ BRAND ¹	BASE EQUIPMENT MSRP DISCOUNT ² [###.###%]	OEM OPTIONS DISCOUNT ³ [###.###%]	ACCESSORIES, & IMPLEMENTS MSRP DISCOUNT ⁴ [###.###%]	OEM & REPLACEMENT PARTS MSRP DISCOUNT ⁵ [###.###%]	Contractor
2	Cub Cadet	10.00%	10.00%	10.00%	10.00%	Robinson Outdoors Inc.
4	Husqvarna	16.00%	10.00%	10.00%	10.00%	
6	John Deere	16.00%	16.00%	16.00%	16.00%	Deere & Company
8	Kubota	20.27%	5.00%	5.00%	6.50%	Florida Coast Equipment Inc.
Sub Group 10 Mower: Lawn & Garden Tractor (Riding); Deck greater than 44" but less than 52"						
Line No	MANUFACTURER/ BRAND ¹	BASE EQUIPMENT MSRP DISCOUNT ² [###.###%]	OEM OPTIONS DISCOUNT ³ [###.###%]	ACCESSORIES, & IMPLEMENTS MSRP DISCOUNT ⁴ [###.###%]	OEM & REPLACEMENT PARTS MSRP DISCOUNT ⁵ [###.###%]	Contractor
2	Cub Cadet	10.00%	10.00%	10.00%	10.00%	Robinson Outdoors Inc.
4	Husqvarna	16.00%	10.00%	10.00%	10.00%	
6	John Deere	16.00%	16.00%	16.00%	16.00%	Deere & Company
8	Kubota	20.27	5.00%	5.00%	6.50%	Florida Coast Equipment Inc.
Sub Group 11 Mower: Lawn & Garden Tractor (Riding); Deck greater than or equal to 52"						
Line No	MANUFACTURER/ BRAND ¹	BASE EQUIPMENT MSRP DISCOUNT ² [###.###%]	OEM OPTIONS DISCOUNT ³ [###.###%]	ACCESSORIES, & IMPLEMENTS MSRP DISCOUNT ⁴ [###.###%]	OEM & REPLACEMENT PARTS MSRP DISCOUNT ⁵ [###.###%]	Contractor
2	Cub Cadet	10.00%	10.00%	10.00%	10.00%	Robinson Outdoors Inc.
4	Husqvarna	16.00%	10.00%	10.00%	10.00%	
6	John Deere	16.00%	16.00%	16.00%	16.00%	Deere & Company
8	Kubota	20.27	5.00%	5.00%	6.50%	Florida Coast Equipment Inc.
Group 7 Mower: Walk-behind Lawn, Commercial Type						
Sub Group 12 Mower: Front (Rear wheel Steering) Riding Type; All Deck Sizes						
Line No	MANUFACTURER/ BRAND ¹	BASE EQUIPMENT MSRP DISCOUNT ² [###.###%]	OEM OPTIONS DISCOUNT ³ [###.###%]	ACCESSORIES, & IMPLEMENTS MSRP DISCOUNT ⁴ [###.###%]	OEM & REPLACEMENT PARTS MSRP DISCOUNT ⁵ [###.###%]	Contractor
1	Ferris	10.00%	5.00%	5.00%	5.00%	Sarlo Power Mowers, Inc.
2	John Deere	21.00%	21.00%	21.00%	21.00%	Deere & Company
3	Kubota	31.43%	5.00%	5.00%	6.50%	Florida Coast Equipment Inc.
6	Toro	31.00%	0.00%	0.00%	0.00%	Wesco Turf, Inc.
Group 8 Sub Group 13 Mower: Zero-Turn Radius, Commercial Type; Deck less than or equal to 44"						
BACK TO TOP						
Sub Group 13 Mower: Zero-Turn Radius, Commercial Type; Deck less than or equal to 44"						
Line No	MANUFACTURER/ BRAND ¹	BASE EQUIPMENT MSRP DISCOUNT ² [###.###%]	OEM OPTIONS DISCOUNT ³ [###.###%]	ACCESSORIES, & IMPLEMENTS MSRP DISCOUNT ⁴ [###.###%]	OEM & REPLACEMENT PARTS MSRP DISCOUNT ⁵ [###.###%]	Contractor
8	eXmark	20.00%	20.00%	20.00%	0.00%	Roberts Supply, Inc.
9	Ferris	10.00%	5.00%	5.00%	5.00%	Sarlo Power Mowers, Inc.
10	Grasshopper	15.00%	10.00%	10.00%	0.00%	Moridge Manufacturing, Inc. dba Grasshopper Mowers
11	Gravely	22.00%	22.00%	22.00%	0.00%	Ariens Company - Gravely
13	Hustler	27.00%	22.00%	22.00%	0.00%	Excel Industries, Inc. dba Hustler Turf
22	Snapper Pro	10.00%	5.00%	5.00%	5.00%	Sarlo Power Mowers, Inc.
Sub Group 14 Mower: Zero-Turn Radius, Commercial Type; Deck greater than 44" and less than 52"						
Line No	MANUFACTURER/ BRAND ¹	BASE EQUIPMENT MSRP DISCOUNT ² [###.###%]	OEM OPTIONS DISCOUNT ³ [###.###%]	ACCESSORIES, & IMPLEMENTS MSRP DISCOUNT ⁴ [###.###%]	OEM & REPLACEMENT PARTS MSRP DISCOUNT ⁵ [###.###%]	Contractor
5	Cub Cadet	10.00%	10.00%	10.00%	10.00%	Robinson Outdoors Inc.
8	eXmark	20.00%	20.00%	20.00%	0.00%	Roberts Supply, Inc.
9	Ferris	10.00%	5.00%	5.00%	5.00%	Sarlo Power Mowers, Inc.
10	Grasshopper	20.00%	10.00%	10.00%	0.00%	Moridge Manufacturing, Inc. dba Grasshopper Mowers
11	Gravely	22.00%	22.00%	22.00%	0.00%	Ariens Company - Gravely
12	Husqvarna	16.00%	10.00%	10.00%	10.00%	Robinson Outdoors Inc.
13	Hustler	27.00%	22.00%	22.00%	0.00%	Excel Industries, Inc. dba Hustler Turf
15	John Deere	21.00%	21.00%	21.00%	21.00%	Deere & Company
17	Kubota	27.23%	5.00%	5.00%	6.50%	Florida Coast Equipment Inc.
19	SCAG	22.00%	15.00%	15.00%	0.00%	Florida Outdoor Equipment, Inc.
22	Snapper Pro	10.00%	5.00%	5.00%	5.00%	Sarlo Power Mowers, Inc.
23	Toro	31.00%	0.00%	0.00%	0.00%	Wesco Turf, Inc.
Sub Group 15 Mower: Zero-Turn Radius, Commercial Type; Deck greater than or equal to 52" but less than or equal to 72"						
Line No	MANUFACTURER/ BRAND ¹	BASE EQUIPMENT MSRP DISCOUNT ² [###.###%]	OEM OPTIONS DISCOUNT ³ [###.###%]	ACCESSORIES, & IMPLEMENTS MSRP DISCOUNT ⁴ [###.###%]	OEM & REPLACEMENT PARTS MSRP DISCOUNT ⁵ [###.###%]	Contractor
5	Cub Cadet	10.00%	10.00%	10.00%	10.00%	Robinson Outdoors Inc.
8	eXmark	20.00%	20.00%	20.00%	0.00%	Roberts Supply, Inc.
9	Ferris	10.00%	5.00%	5.00%	5.00%	Sarlo Power Mowers, Inc.
10	Grasshopper	25.00%	10.00%	10.00%	0.00%	Moridge Manufacturing, Inc. dba Grasshopper Mowers
11	Gravely	22.00%	22.00%	22.00%	0.00%	Ariens Company - Gravely

7.6.b

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State Term Contract No. 21100000-15-1;
Agriculture & Lawn Equipment

Revised: 10/27/2015

12	Husqvarna	16.00%	10.00%	10.00%	10.00%	Robinson Outdoors Inc.
13	Hustler	27.00%	22.00%	22.00%	0.00%	Excel Industries, Inc. dba Hustler Turf
15	John Deere	21.00%	21.00%	21.00%	21.00%	Deere & Company
17	Kubota	27.23%	5.00%	5.00%	6.50%	Florida Coast Equipment Inc.
19	SCAG	22.00%	15.00%	15.00%	0.00%	Florida Outdoor Equipment, Inc.
22	Snapper Pro	10.00%	5.00%	5.00%	5.00%	Sario Power Mowers, Inc.
23	Toro	31.00%	0.00%	0.00%	0.00%	Wesco Turf, Inc.

Sub Group 14

Manufacturer	PART #	MODEL	DESCRIPTION	2014/2015 LIST PRICE
Complete Systems (Includes Cutter Deck)				
SCAG	8784	STC48V-22FS	Tiger Cat. 48" Velocity Plus, Kawasaki 22hp FS, Soft Ride Seat	\$8,831
SCAG	8785	STC48V-23CV	Tiger Cat. 48" Velocity Plus, 23hp Kohler, Suspension Seat	\$9,223
SCAG	8A21	SCZ48V-22FX	Cheetah, 48" Velocity Plus, Kawasaki 22hp FX Air Cooled	\$10,467
SCAG	8A29	SCZ48V-23CV-EFI	Cheetah, 48" Velocity Plus, 23hp Kohler Electronic Fuel Inj, Air Cooled	\$10,775

Sub Group 15

Manufacturer	PART #	MODEL	DESCRIPTION	2014/2015 LIST PRICE
Complete Systems (Includes Cutter Deck)				
SCAG	8787	STC52V-22FX	Tiger Cat. 52" Velocity Plus, Kawasaki 22hp FX, Suspension Seat	\$9,062
SCAG	8794	STC52V-25CV-EFI	Tiger Cat. 52" Velocity Plus, 25hp Kohler Electronic Fuel Inj, Suspension Seat	\$9,831
SCAG	8A24	SCZ52V-23FX	Cheetah, 52" Velocity Plus, Kawasaki 23hp FX Air Cooled	\$10,692
SCAG	8A30	SCZ52V-25CV-EFI	Cheetah, 52" Velocity Plus, 25hp Kohler Electronic Fuel Injection, Air Cooled	\$10,975
SCAG	840B	STT52V-21CH-LP	Turf Tiger, 52" Velocity Plus, 21hp LP Kohler Air Cooled	\$13,417
SCAG	840U	STT52V-26CH-EFI	Turf Tiger, 52" Velocity Plus, 26hp Kohler Electronic Fuel Injection, Air-Cooled	\$12,282
SCAG	8792	STC61V-27BS	Tiger Cat. 61" Velocity Plus, 27hp Briggs Cyclonic, Soft Ride Seat	\$8,385
SCAG	8793	STC61V-26CV-EFI	Tiger Cat. 61" Velocity Plus, 26hp Kohler Electronic Fuel Inj, Suspension Seat	\$9,861
SCAG	8790	STC61V-23FX	Tiger Cat. 61" Velocity Plus, Kawasaki 23hp FX, Suspension Seat	\$10,023
SCAG	8A12	SCZ61V-27FX	Cheetah, 61" Velocity Plus, Kawasaki 27hp FX Air Cooled	\$11,915
SCAG	8A14	SCZ61V-31FX	Cheetah, 61" Velocity Plus, Kawasaki 31hp FX Air Cooled	\$12,692
SCAG	8A31	SCZ61V-34CV-EFI	Cheetah, 61" Velocity Plus, 34hp Kohler Electronic Fuel Injection, Air Cooled	\$13,000
SCAG	8A16	SCZ61V-36BV	Cheetah, 61" Velocity Plus, 36 hp Briggs Vanguard Air Cooled	\$12,642
SCAG	8A27	SCZ61RD-31FX	Cheetah, 61" Rear Discharge, Kawasaki 31hp FX Air Cooled	\$12,859
SCAG	840T	STT61V-25KBD	Turf Tiger, 61" Velocity Plus, 25hp Kubota ~~~~DIESEL~~~	\$17,667
SCAG	8481	STT61V-31KB-DF	Turf Tiger, 61" Velocity Plus, 31hp Dual-Fuel Kubota Liquid Cooled	\$18,333
SCAG	840D	STT61V-21CH-LP	Turf Tiger, 61" Velocity Plus, 21hp LP Kohler Air Cooled	\$13,600
SCAG	840V	STT61V-26CH-EFI	Turf Tiger, 61" Velocity Plus, 26hp Kohler Electronic Fuel Injection, Air-Cooled	\$12,467
SCAG	840F	STT61V-25KA	Turf Tiger, 61" Velocity Plus, 25hp Liquid-Cooled Kawasaki	\$13,375
SCAG	840H	STT61V-26DFI	Turf Tiger, 61" Velocity Plus, 26hp Kawasaki, Digital Fuel Injection, Liquid Cooled	\$14,417
SCAG	840L	STT61V-35BVAC	Turf Tiger, 61" Velocity Plus, 35hp Briggs Vanguard, Air Cooled	\$12,767
Cheetah Cutter Deck				
SCAG	8A28	SMCZ-61RD	61" Rear Discharge Cheetah Deck	\$1,900



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

**City Commission
Resolution**

MEETING DATE: June 14, 2016
FROM: Mark Juliano
SUBJECT: Ross Point Playground - CDBG - Resolution 2016-R-22
NUMBER: (ID # 1358)
APPLICANT:
PLANNER:

DISCUSSION:

For Fiscal Year 2015/2016, the City received an allocation of \$97,260 from the U.S. Department of Housing and Urban Development's (HUD) Community Block Grant (CDBG) program. Of this total, the City elected to use \$40,000 of these funds to provide a new playground at Ross Point.

On Tuesday, May 17, 2016, the City held a bid opening for this project. A total of 8 playground manufacturers offered bids, two of which offered alternate proposals totaling 10 playgrounds to choose from.

Due to this project being grant funded, proposals were sought for a fixed budget of \$40,000. As such, the proposal awarded this contract was to be chosen based on the design and creativity of the playground, the quality of the materials used, and the warranty offered.

Of the 10 proposals received, Miracle Recreation Equipment Co. Has offered a system with 9 elevated play events and 3 ground level play events. The materials used are imperative due to the proximity to the Halifax. This system provides 3 ½" steel posts and stainless steel hardware. The steel deck posts come with a limited lifetime warranty against corrosion and a limited fifteen (15) year warranty against structural failure due to corrosion or defects in materials for all play system steel components.

FISCAL ANALYSIS:

\$40,000 has been allocated in CDBG grant funds towards this project. The proposal from Miracle Recreation Equipment Co. Was for a total bid price of \$39,938.48.

STAFF RECOMMENDATION:

Approve staff recommendation of the purchase of Miracle Recreation playground model CD218608

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

MOTION:

APPROVE STAFF RECOMMENDATION OF THE PURCHASE OF MIRACLE RECREATION PLAYGROUND MODEL CD218608.

ATTACHMENTS:

- Ross Point Proposed Contract Miracle Recreation (PDF)
- Advanced Recreational Concepts Proposal (PDF)
- Kidstuff Playsystems Proposal 1 (PDF)
- Kidstuff Playsystems Proposal 2 (PDF)
- Kompan Proposal (PDF)
- Miracle Recreation Proposal 1 (PDF)
- Playcore (Gametime) Proposal (PDF)
- Playmore West Proposal (PDF)
- Playworx Playsets (Little Tykes) Proposal (PDF)
- Top Line Proposal (PDF)

Resolution No. (ID # 1358)**ROSS POINT PLAYGROUND - CDBG - RESOLUTION 2016-R-22****RESOLUTION 2016-R-22**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE AGREEMENT WITH MIRACLE RECREATION EQUIPMENT CO. TO PERFORM THE PROJECT “ROSS POINT PLAYGROUND - CDBG”; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, In the fiscal year 2015/2016 the City received an allocation of \$97,260 from the U.S. Department of Housing and Urban Development’s (HUD) Community Block Grant (CDBG) Program; and

WHEREAS, It was determined that a new playground at Ross Point would fulfill the eligibility requirements of the CDBG program; and

WHEREAS, An allocation of \$15,000 of CDBG funds for the The Ross Point Playground Project was approved by City Commission on June 9, 2015 as part of the FY 2015-2016 CDBG Project; and

WHEREAS, An additional allocation of \$25,000 of CDBG funds for The Ross Point Playground Project was approved by City Commission on January 26, 2016.

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

SECTION 1. That the City Commission of the City of Holly Hill does hereby grant the City Manager authority to award said contract in whole or in part, alter, extend, or terminate said contract with Miracle Recreation Equipment Co. As determined to be in the City's best interest.

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

APPROVED AND AUTHENTICATED on this 14th day of JUNE, 2016.

CITY OF HOLLY HILL, FLORIDA

Ross Point Playground - CDBG



PREPARED:

March 2016

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Ross Point Playground - CDBG

SUBMIT BIDS TO: City of Holly Hill 1065 Ridgewood Avenue Holly Hill, FL 32117 <u>Attn.: CITY CLERK</u>	REQUEST FOR PROPOSALS
Contact: Steven Juengst Facilities Supervisor 386-248-9463 - Phone 386-248- 9499 - Fax sjuengst@hollyhillfl.org	Ross Point Playground - CDBG
Non-Mandatory Site Visit: April 4, 2016 Time: 2:30pm – 3:30pm	Location of Pre-Bid Conference: City of Holly Hill City Hall City Commission Chambers 1065 Ridgewood Avenue Holly Hill, FL 32117
Bid Due Date: May 11, 2016 Bid Due Time: 2:00pm	Location of Public Opening: City of Holly Hill City Hall City Commission Chambers 1065 Ridgewood Avenue Holly Hill, Florida 32117
Bidder's Name: <u>MIRACLE RECREATION EQUIPMENT CO</u>	Federal Employer ID Number or SS Number: <u>43-1595099</u>
Mailing Address: <u>878 HWY 60</u> <u>MONETT</u>	If returning as a "No Submittal", state reason (if so, return only this page):
City, State, Zip: <u>MONETT, MISSOURI 65708</u>	
Type of Entity: (Circle one) ☒ Corporation ☐ Partnership/Joint Venture ☐ Proprietorship ☐ Limited Liability Company Other:	X <u>Susan Miller</u> Authorized Signature (Manual)
Incorporated in the State of: <u>IOWA</u>	
Telephone Number: <u>888-458-2752</u>	Typed Name: <u>SUSAN MILLER</u>
Toll Free Telephone Number: <u>(800) 458-2752</u>	Title: <u>SALES REP</u>
Fax Number: <u>941-794-2909</u>	Date: <u>5-9-16</u>

FL LOCAL # 941-792-4586

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

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

INVITATION TO BID

CITY OF HOLLY HILL, FLORIDA

Ross Point Playground - CDBG

Notice is hereby given that the City of Holly Hill, Florida is accepting bids for a playground at Ross Point Park, located at 611 Riverside Drive. Bids will be accepted by the City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, until 2:00 PM on May 17, 2016 at which time and place all proposals received shall be publicly opened and read aloud in the City Hall.

There will be a **NON-MANDATORY** pre-bid meeting at 2:00pm on April 18, 2016. The location for this meeting will be the Large Conference Room, room 227, at City Hall, 1065 Ridgewood Avenue in Holly Hill. Following the pre-bid meeting, there will be a **NON-MANDATORY** site visit for this project held at the project site, Ross Point, 611 Riverside Drive, Holly Hill, FL 32117.

Description of Work: *This project is inclusive of the installation of a playground system, borders, geotextile and mulch. This playground must have an ADA compliant ramp. This bidding opportunity is based on a fixed budget of \$40,000. Determination of the winning bidder will be made based on the amount and quality of playground equipment offered and warranties offered. Please note that as Ross Point Park is on the banks of the Halifax River, stainless steel or galvanized materials are highly recommended as metal will quickly rust in this location. Please note that this project is funded through a CDBG grant. As such, prevailing wages and weekly certified payrolls will be required for this project.*

Copies of the documents may be obtained from the City Clerk, City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, FL 32117. Any addenda to these documents will be issued via electronic mail. It is the bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for this project. All questions should be directed in writing to Facilities Supervisor at sjuengst@hollyhillfl.org. Questions will be accepted until 3:00pm on May 10, 2016.

A certified check or bank draft, payable to the City of Holly Hill, Florida, or a satisfactory bid bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the bid, shall be submitted with each bid. NO bid shall be withdrawn for a period of one hundred twenty (120) days subsequent to the bid opening without the consent of the City of Holly Hill, Florida.

Upon award, the successful bidder will be required to furnish and pay for a satisfactory Contract one hundred percent (100%) Performance Payment Bond which must be recorded by the Clerk of the Court, Volusia County, and enter into a Contract for Services with the City of Holly Hill.

All bidders are required to complete and submit the "Public Entity Crime Sworn Statement", Form #PUR 7068, as designated by Florida Statutes, Section 287.133(3)(a), with their bids.

All bidders are required to submit complete drawings/representations of their proposals including equipment to be installed, type of materials used, footprint impacted and warranty information.

The City of Holly Hill is not responsible for the U.S. mail or private carriers or messengers in regards to mail being delivered by the specified time so that a bid can be considered.

No bids received after the time and date specified for the opening will be considered. The City of Holly Hill, Florida reserves the right to reject any and all bids, to waive any and all non-substantial irregularity in bids reviewed, whenever such rejection or waiver is in the best interest of the City.

Bids shall be addressed to City Clerk, City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, in a sealed envelope plainly marked on the outside: "Ross Point Playground - CDBG".

**CITY OF HOLLY HILL
VOLUSIA COUNTY, FLORIDA**

s/
**Joseph Forte
City Manager**

Section 1 -
Instructions to Bidders

Ross Point Playground - CDBG

Submit Bid To:

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

Location of Public Opening:

City of Holly Hill City Hall
Room 227, Large Conference Room
1065 Ridgewood Avenue
Holly Hill, FL 32117

Contact:

Steven Juengst, Facilities Supervisor
City of Holly Hill
sjuengst@hollyhillfl.org

Schedule:

Non-Mandatory Pre-Bid Date: April 18, 2016
Non-Mandatory Pre-Bid Time: 2:00pm
Non-Mandatory Site Visit Date: April 18, 2016
Non-Mandatory Site Visit Time: following pre-bid meeting

Last Day for Questions:

May 10, 2016 at 3:00pm

Bid Due Date: May 17, 2016
Bid Due Time: 2:00pm

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

PUBLIC OPENING: Bids shall be received by the City Clerk at the above referenced address by the specified time and date. As soon as possible thereafter the names of the Bidders shall be read aloud at the specified location. Persons with disabilities needing assistance to participate in the Public Opening should call the City Clerk at least 48 hours in advance of the Public Opening at 386-248-9441.

DELAYS: The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify Bidders of all changes in scheduled due dates by emailing plan holders.

BID SUBMISSION AND WITHDRAWAL: The City will receive bids at the above address. The outside of the envelope/container must be identified with the bid number and title as stated above. The envelope/container must also include the bidder's name and return address.

BID BOND: A Bid Bond or certified check in the amount of Five Percent (5%) of the Contract Sum shall accompany this bid.

PERFORMANCE AND PAYMENT BOND: A Performance and Payment Bond or letter issued by a surety reasonably acceptable to Owner and with a minimum rating of Class IV by Bests Rating Classification for One Hundred Percent (100%) of the Contract Sum shall be provided upon contract award.

Bids received after the specified time and date shall be returned unopened. The time and date will be scrupulously observed. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located at the desk of the City Clerk shall serve as the official authority to determine lateness of the bid.

The City cautions Bidders to assure actual delivery of mailed or hand-delivered bids prior to the deadline set for receiving bids. Telephone confirmation of timely receipt of the bid may be made by calling 386-248-9441, before the 2:00 pm deadline.

Bidders shall submit **TWO (2) COMPLETE, ORIGINAL SETS** of the complete bid with all supporting documentation in a sealed envelope/container marked as noted above. The Bidder may submit the bid in person or by mail. Bidders may withdraw their bids by notifying the City in writing at any time prior to the time set for the bid deadline.

Bidders may withdraw their bids in person or through an authorized representative. Bidders and authorized representatives must disclose their identity and provide a signed receipt for the bid. Bids, once opened, become the property of the City and will not be returned to the Bidders.

INQUIRIES: All Bidders shall carefully examine the Bid documents. Any ambiguities or inconsistencies shall be brought to the attention of the City of Holly Hill in writing prior to the due date. Failure to do so, on the part of the Bidder, shall constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the Bid documents including the attached draft agreement, shall be requested in writing, and received by Steven Juengst, 1065 Ridgewood Avenue, Holly Hill, FL 32117, via Email: sjuengst@hollyhillfl.org. The City will not be responsible for any oral instructions made in regard to this bid.

ADDENDA: Should revisions to the bid documents become necessary the City will email contractors who are registered plan holder. All Bidders should contact the designated contact at least three (3) calendar days before the date fixed to verify information regarding Addenda. Failure to do so could result in rejection of the bid as unresponsive. Bidder shall sign, date, and return all addenda with their Bid. It is the sole responsibility of the Bidder to ensure he/she obtains information related to Addenda.

SELECTION PROCESS AND AWARD: The award will be made to the lowest priced, responsive, responsible Bidder consistent with the process and award criteria herein. The City reserves the right to accept any Bid or combination of Bid alternates which, in the City's judgment, will best serve the City's interest. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. The Bidder(s) understands that this Bid does not constitute an agreement or a contract with the Bidder. The City reserves the right to reject all bids, to waive any formalities, to solicit and re-advertise for new bids or to abandon the project in its entirety. The City reserves the right to

adjust quantities and scope of work outlined in the bid documents to increase or decrease the identified quantities or scope of work based on quantity prices in the bid without any adjustment to said quantity prices. In preparing the bids, Bidders are hereby advised that the City may accept all or any part of the bid and award the contract accordingly. In evaluating Bids, the City shall consider the information provided by the Apparent Low Bidder as described in these "INSTRUCTIONS TO BIDDERS". Any of the following causes may be considered as sufficient grounds for disqualification of a Bidder or the rejection of a Bid:

- (a) Submission of more than one (1) Bid for the same Work by any entity under the same or different names.
- (b) Evidence of collusion among Bidders.
- (c) Submission of an unbalanced Bid in which prices quoted for some items are out of proportion to the prices quoted for other or similar items in the same Bid.
- (d) Lack of responsibility as shown by past Work from the standpoint of life safety including, but not limited to, strict adherence to all maintenance of traffic requirements of the City, workmanship, progress and financial irresponsibility.
- (e) Uncompleted Work for which the Apparent Low Bidder is committed by contract which might hinder or prevent the prompt completion of Work under this Bid if an Agreement would have been awarded to the Apparent Low Bidder.
- (f) Falsification of any entry made on the Bid Documents shall be deemed a material irregularity and will be grounds, at the City's option, for disqualification of the Apparent Low Bidder or rejection of the Bid.
- (g) Non-compliance with the submittal requirements of these Instructions to Bidders.
- (h) This section shall be construed liberally to benefit the public and not the Apparent Low Bidder; however, any other evidence which may hinder or otherwise delay completion of the Project may be grounds for disqualification.

AWARD CRITERIA: The recommendation of award will be based on, but not limited to the following criteria:

- (a) The ability, capacity and skill of the Apparent Low Bidder to perform the Work.
- (b) Whether the Apparent Low Bidder can perform the Work promptly, or within the time specified, without delay or interference.
- (c) The character, integrity, reputation, judgment and efficiency of the Apparent Low Bidder.
- (d) The quality of performance of previous contracts or services to the City of Holly Hill or any other agency or client.
- (e) The previous and existing compliance by the Apparent Low Bidder with Purchasing & Contracts Management procedures, the life safety requirements of the City and other laws, ordinances and regulations.
- (f) The sufficiency of the financial resources and ability of the Apparent Low Bidder to perform the Work.
- (g) The quantity, availability and adaptability of the Apparent Low Bidder to perform the Agreement or service to the particular needs of the City.
- (h) The ability of the Apparent Low Bidder to retain employees for the purpose of this Work.
- (i) The experience of the Apparent Low Bidder performing in a similar manner as required by this Agreement
- (j) The type, structure and experience of the local or branch management proposed.
- (k) Quality Control Program.
- (l) Claims and Litigation filed against the Apparent Low Bidder or filed by the Apparent Low Bidder for equitable adjustment, contract claim or litigation in the past five years.
- (m) Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association within the last five years.
- (n) At the time of opening and immediate review of the bid submittals, the City reserves the right to request all required forms/attachments (other than the bid form) that may have not been submitted at the time of submittal. The respondent shall have twenty-four (24) hours to supply this information to the City for their bid to be considered valid.

LOCAL BIDDER PREFERENCE:

To account for the financial advantages accruing to the City by the award of a contract to a local business or county business, the City has adopted through Ordinance 2920 a local bidder preference, Code of Ordinances Section 30-78. A bid/proposal from a local business shall receive bid preference in an amount not to exceed five percent of the local business' total bid price if the cost differential does not exceed \$25,000.00 for procurement activities in amounts over \$25,000.00. A bid/proposal from a county business shall receive bid preference in an amount not to exceed three percent of the local business' total bid price if the cost differential does not exceed \$15,000.00 for procurement activities in amounts over \$25,000.00. The City, when seeking bids or proposals for commodities or equipment, will notify bidders or proposers that bids or proposals will be evaluated on the basis of this local bidder preference.

A "local business" means a vendor or contractor which has a place of business (other than a post office box) within the City Limits and has a valid, current business tax receipt issued by the City. To qualify as a local business the vendor shall submit with its bid/proposal a completed City of Holly Hill affidavit that documents the following: the business has paid its City of Holly Hill local business tax at least 12 months prior to the opening of the bid/proposal, does business in the Holly Hill community, maintains a physical business address located within the jurisdictional limits of the City of Holly Hill.

The affidavit is included in the bid/proposal solicitation or a copy can be obtained by accessing the Bidding Opportunities section of the City web site. In order to be considered under the Local Bidder Preference, this affidavit is required to be submitted each time a local business submits a bid/proposal.

A "county business" means a vendor or contractor which has a place of business (other than a post office box) within the County Limits and has a valid, current business tax receipt issued by the City of its permanent address. To qualify as a county business the vendor shall submit with its bid/proposal a completed City of Holly Hill affidavit that documents the following: the business has paid its local business tax to the City of its permanent residence at least 12 months prior to the opening of the bid/proposal, does business in the Volusia County community, maintains a physical business address located within the jurisdictional limits of Volusia County. The affidavit is included in the bid/proposal solicitation or a copy can be obtained by accessing the Bidding Opportunities section of the City web site. In order to be considered under the Local Bidder Preference, this affidavit is required to be submitted each time a county business submits a bid/proposal.

BID PREPARATION COSTS: Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Bid. Bidders should prepare their bids simply and economically, providing a straightforward and concise description of the Bidder's ability to meet the requirements of the Bid.

ACCURACY OF BID INFORMATION: Any Bidder which submits in its bid to the City any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

EQUIVALENT MATERIALS AND EQUIPMENT: Whenever Materials or Equipment are specified or described in the Specifications by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, Materials or Equipment of other Suppliers may be accepted by the City if sufficient information is submitted by Applicant to allow the City to determine that the material or Equipment proposed is equivalent to that named.

Requests for review of substitute items of material and Equipment will not be accepted by the City from anyone other than Applicant. If Applicant wishes to furnish or use a substitute item of material or equipment Applicant shall indicate this action with his solicitation, make written application to the City for acceptance thereof, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified.

All variations of the proposed substitute from that specified shall be identified in the solicitation and the Applicant is responsible for any expense incurred by the City from evaluation and acceptance of the proposed substitute, including claims of other Applicants affected by the resulting substitute, all of which will be considered by the City in evaluating the proposed substitute. The City may require Applicant to furnish, at Applicant's expense, additional data about the proposed substitute.

The City shall be the sole judge of acceptability, and no substitute shall be ordered without the City's acceptance. However, the City reserves the right to reject any proposed substitute which would result in an increase in Contract Price and the City may require Applicant to furnish at Applicant's expense a special performance guarantee or other Surety with respect to any substitute. If approval is given, Applicant shall not be excused from performing in conformity with the requirements of the Contract Documents.

Applicant assumes sole responsibility for verifying that the proposed substitute items are in accordance with the requirements of the Contract Documents, and that the specifications and all other features of substitute items are suitable for their intended purpose.

INSURANCE: Misrepresentation of any material fact, whether intentional or not, regarding the Bidder's insurance coverage, policies or capabilities may be grounds for rejection of the bid and rescission of any ensuing contract. **Copy of the insurance certificate shall be furnished to the City prior to commencement of Work.**

LICENSES: Bidders, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of submittal of Bid. Should the Bidder not be fully licensed and certified, its bid shall be rejected. Any permits, licenses, or fees required shall be the responsibility of the Bidder. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, County, City, etc., are the responsibility of the Bidder.

POSTING OF BID AWARD: Recommendation for award will be posted for review by interested parties at the City Clerk's bulletin board and the City's Web page (www.hollyhillfl.org) as part of the commission's agenda packet prior to submission through the appropriate approval process.

BID PROTEST: Bid protests arising under City Bidding Documents or Procedures shall be resolved under the City of Holly Hill Purchasing & Contract Bid Protests procedures. A vendor/bidder may protest matters involving the award of any contract any time prior to its award by contacting the Purchasing Manager in writing and articulating the alleged basis for the protest. The decision of the Purchasing Manager may be appealed to the City Manager by filing a written appeal with the City Manager within seven (7) days of the decision. The decision of the City Manager may be appealed to the City Commission by filing a written appeal with the City Clerk within seven (7) days of the City Manager's decision. The same procedures above for bid protests shall apply to the contest of a contract award.

PUBLIC RECORDS: Upon award recommendation or ten (10) days after opening, bids become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the Bid, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The City will be the sole judge in evaluating compliance with Public Records Law.

PROHIBITION AGAINST CONTINGENT FEES: It is unethical for a person to be retained, or to retain any company or person, other than a bonafide employee working solely for the Bidder to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the Bidder, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ACCEPTANCE / REJECTION: The City reserves the right to accept or reject any or all bids, in whole or in part, and to make the award to those Bidders, who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City reserves the right to reject the bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the City's opinion, is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of Bidders in order to make a determination as to the foregoing. The City reserves the right to waive any irregularities, informalities, and technicalities and may, at its discretion, request a re-procurement.

ADDITIONAL TERMS AND CONDITIONS: Unless expressly accepted by the City, only the terms and conditions in this document shall apply: No additional terms and conditions included with the bid response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

RESPONSIBILITY: A Bidder must have at the time of bid opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product bid, and capable of producing or providing the items bid, and follow-up parts and service, including any warranty services as applicable, and so provide such certification upon request. The City reserves the right, before award, to require a Bidder to submit such evidence of his qualifications as it may deem necessary, and may consider any evidence available such as financial, technical, and other qualifications and abilities of the Bidder, including past performance (experience) with the City. This information will be used to determine the Bidder's responsibility.

BIDS TO REMAIN FIRM: All Bids shall remain firm for a minimum of one hundred twenty (120) days after the day of the Bid opening to allow for the evaluation and selection process and proper execution of the Agreement. Extensions of time when Bids shall remain opened beyond the one hundred twenty (120) day period may be made only by mutual agreement between The City. The successful Contractor must maintain the bid prices firm for a minimum of one (1) year after the contract is executed. No cost increase will be authorized during the first year of the agreement.

DELIVERY: Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid

specifications. F.O.B. POINT: The F.O.B. point shall be destination. Bid responses showing other than F.O.B. Destination will not be accepted. The prices bid shall include all costs of loading, transporting, delivery and to designated point(s) within the City.

PURCHASING PROCEDURES: The Purchasing Division procedures apply in their entirety with respect to this Bid.

AFFIRMATION: By submission of a bid, Bidder affirms that his/her bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services, and is all respects fair and without collusion or fraud. Bidder agrees to abide by all conditions of this Invitation To Bid and the resulting contract.

MISTAKES IN BID: Bidders are expected to examine the terms and conditions, specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at Bidder's risk. Written amounts shall take precedence over numerical amounts. Bids having erasures or corrections must be initialed in ink by the Bidder.

DISQUALIFICATION OF BIDDER: More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.

QUANTITIES: The City will not be held to any maximum or minimum purchase quantities as a result of this solicitation and/or resulting contract. The City reserves the right to purchase any, all, or none, of its requirements from vendors awarded a contract as a result of this solicitation. All quantities as shown are approximate and no guarantee is made. The City reserves the right to adjust quantities and scope of work outlined in the bid documents to increase or decrease the identified quantities or scope of work based on quantity prices in the bid without any adjustment to said quantity prices. In preparing the bids, Bidders are hereby advised that the City may accept all or any part of the bid and award the contract accordingly.

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify the Purchasing And Contracts Management Division at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES: All Applicants submitting a response to this solicitation agree that such response also constitutes a submittal to all governmental agencies within the State of Florida, under the same conditions, for the same contract price, and for the same effective period as this proposal, should the Applicant feel it is in their best interest to do so.

Each governmental agency desiring to accept these submittals, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this solicitation.

This agreement in no way restricts or interferes with the right of any governmental agency to resolicit any or all items.

Non-Appropriation of Funds: In the event that insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal period for this Project, then the City, shall have the unqualified right to terminate the PURCHASE ORDER(s) or Agreement upon written notice to the Consultant, without any penalty or expense to the City. No guarantee, warranty or representation is made that any particular work or any project(s) will be assigned to any firm(s).

Section 2 – Instructions for the Preparation of Bids

The Bidder(s) warrants its response to this Invitation to Bid to be fully disclosed and correct. The firm must submit a bid complying with this Invitation to Bid, and the information, documents and material submitted in the bid must be complete and accurate in all material aspects.

Bidders are advised to carefully follow the instructions listed here in order to be considered fully responsive to this Bid. Bidders are further advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Bidder. Failure to provide requested information may result in disqualification of response.

REQUIRED SUBMITTALS:

Cover Page (shall be Page # 1 of Package):

Include:

- Name of Individual, Partnership, Company, or Corporation submitting bid.
- Signature(s) of representative(s) legally authorized to bind the Bidder.
- Address, Telephone Number, Fax Number and all required information.

Contract Sum: The Bidder shall use the Contract Sum forms included in the Bid Documents. Bids not submitted on the attached form shall render the Bid unresponsive.

Renderings of Equipment to be installed: The Bidder shall attach a rendering of the equipment to be installed.

Warranty Documentation: The Bidder shall attach a copy of warranty information for the proposed equipment to be installed.

Attachments:

Conflict of Interest Statement (Attachment A): Complete the form included in this package.

Compliance with the Public Records Law (Attachment B): Complete the form included in this package.

Bidder's Certification (Attachment C): Complete the form included in this package.

Drug-Free Workplace (Attachment D): Complete the form included in this package.

American with Disabilities Act Form (Attachment E): Complete the form included in this package.

Request for Taxpayer Identification Number: W-9 (Attachment F): Complete the form included in this package.

References (Attachment G): Complete the form included in this package.

Identical Tie Proposal (Attachment H): Complete the form included in this package.

Public Entity Crime Sworn Statement (Form #PUR 7068) (Attachment I): Complete the form included in this package.

Summary of Litigation and License Sanctions (Attachment J):

Litigation: Provide a summary of all litigation, claim(s), or contract dispute(s) filed by or against the Bidder in the past five (5) years that are related to the services the Bidder provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and monetary amounts involved.

Complete the form included in this package.

License Sanctions: List any regulatory or license agency sanctions within the past five (5) years. Complete the form included in this package.

List of Subcontractors (Attachment K):

Provide a list of subcontractors that shall be used to perform the work associated with this contract.

Local Bidder Preference Affidavit (Attachment L):

Complete the form included in this package for the City of Holly Hill Local Bidder Preference, Affidavit of Eligibility for either the Local Business or County Business.

Section 3
Bid Forms, Statements, Affidavits

FORMS MUST BE COMPLETED AND RETURNED WITH YOUR BID

CONTRACT SUM

PROJECT: Ross Point Playground - CDBG

Name of Bidder: MIRACLE RECREATION EQUIPMENT CO
 Mailing Address: % MILLER RECREATION
 Street Address: 2017 91ST ST. N.W.
 CITY/State/Zip: BRADENTON FL 34209
 Phone Number: (941) 792-4580
 FAX Number: (941) 794-2909

ALL PRICES F.O.B. HOLLY HILL

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

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

*we are providing two choices
 This price sum is proposal alternate #1*

Item No.	Description	Qty.	Unit	Unit Cost	Total
1.	Playground System	1	LS	\$ 35,612	\$ 35,612
2.	Provision of playground border	1	LS	\$ 1,047.96	\$ 1,047.96
3.	Installation Services	1	LS	\$ 8,012	\$ 8,012
4.	Mulch	1	LS	\$ 2,428	\$ 2,428
5.	Geotextile	1	LS	\$ 161.85	\$ 161.85
6.	ADA Ramp	1	LS	\$ 725	\$ 725
7.	Freight	1	LS	\$ 1,822.67	\$ 1,822.67
8.	Discounts	1	LS	\$ -9,871	\$ -9,871
	TOTAL BID:			\$ 39,938.48	\$ 39,938.48

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 3RD day of MAY, 2016.

MIRACLE RECREATION EQUIPMENT Co
(Name of PROPOSER)

Susan Miller
(Signature of person signing FORM)

SUSAN MILLER
(Printed name of person signing FORM)

SALES REP
(Title of person signing FORM)

Sworn to and subscribed before me

This 3rd day of May, 2016.

[Signature]
Signature of Notary (& Stamp)

Notary Public, State of

Personally Known ☒ or

Produced Identification FL DL
(type of identification)



ATTACHMENT A CONFLICT OF INTEREST STATEMENT

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

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

DATED this 3 day of MAY, 20 16.

MIRACLE RECREATION EQ. CO.
(Name of PROPOSER)

Susan Miller
(Signature of person signing FORM)

SUSAN MILLER
(Printed name of person signing FORM)

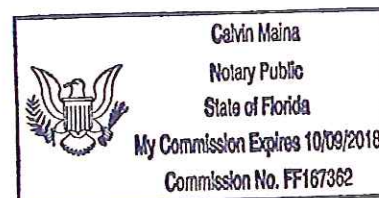
SALES REP
(Title of person signing FORM)

Sworn to and subscribed before me

This 3rd day of may
20 16.

Calvin Maina
Signature of Notary (& Stamp)
Notary Public, State of

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



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

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

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

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

DATED this 3 day of may, 2016.

MIRACLE RECREATION EQ. CO.
(Name of PROPOSER)

Susan Miller
(Signature of person signing FORM)

Susan MILLER
(Printed name of person signing FORM)

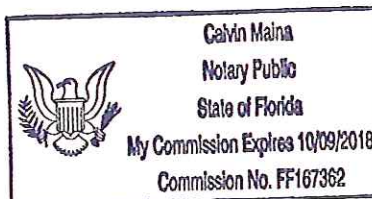
SALES REP
(Title of person signing FORM)

Sworn to and subscribed before me

This 3rd day of may
20 16.

[Signature]
Signature of Notary (& Stamp)
Notary Public, State of FL

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



ATTACHMENT C PROPOSER'S CERTIFICATION

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

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

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

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

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

DATED this 3RD day of MAY, 2016.

MIRACLE RECREATION
(Name of PROPOSER)

Susan Miller
(Signature of person signing FORM)

SUSAN MILLER
(Printed name of person signing FORM)

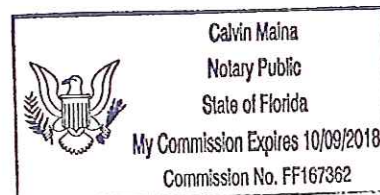
SALES REP
(Title of person signing FORM)

Sworn to and subscribed before me

This 3rd day of may
2016.

[Signature]
Signature of Notary (& Stamp)
Notary Public, State of Florida

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



ATTACHMENT D DRUG-FREE WORKPLACE FORM

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

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

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

DATED this 3RD day of MAY, 20 16.

MIRACLE RECREATION
(Name of PROPOSER)

Susan Miller
(Signature of person signing FORM)

SUSAN MILLER
(Printed name of person signing FORM)

SALES REP
(Title of person signing FORM)

Sworn to and subscribed before me

This 3rd day of May
20 16.

[Signature]
Signature of Notary (& Stamp)
Notary Public, State of

Florida

Personally Known _____ or

Produced Identification FL DL
(type of identification)

ATTACHMENT E
AMERICANS WITH DISABILITIES ACT
AFFIDAVIT

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

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

DATED this 3RD day of MAY, 20 16.

MIRACLE RECREATION

(Name of PROPOSER)

Susan Miller

(Signature of person signing FORM)

SUSAN MILLER

(Printed name of person signing FORM)

SALES REP

(Title of person signing FORM)

Sworn to and subscribed before me

This 3rd day of May
20 16.

Signature of Notary (& Stamp)

Notary Public, State of

Florida

Personally Known _____ or

Produced Identification FL DL
(type of identification)



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

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
Name (as shown on your income tax return) MIRACLE RECREATION EQUIPMENT CO		
Business name, if different from above MIRACLE RECREATION EQUIPMENT CO		
Check appropriate box: ☐ Individual proprietor ☒ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (Disregarded entity, Corporation, Partnership) P ☐ Exempt payee ☐ Other (see instructions) P		
Address (number, street, and apt. or suite no.) 8778 HWY 60 MONETT MISSOURI City, state, and ZIP code		
Requester's name and address (optional) Use account number(s) here (optional)		
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, estate proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see how to get a TIN on page 3. Note: If the account is in more than one name, see the chart on page 4 for guidance on which number to enter.		
Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below). Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Form 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.		Social security number or Employer identification number 93-1595099
Sign Here Signature of U.S. person Susan Miller		Date 5-9-16
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Purpose of Form A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, for: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued). 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income. Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.		
Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are: • An individual who is a U.S. citizen or U.S. resident alien. • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States. • An estate (other than a foreign estate), or • A domestic trust (as defined in Regulations section 301.7701-7). Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income. The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases: • The U.S. owner of a disregarded entity and not the entity.		

Oct. 20, 1993

Form W-9 (Rev. 10-2007)

ATTACHMENT G
REFERENCES

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

1. Company Name CITY OF OVIEDO

Contact Name and Title DRU BOULWARE, DIRECTOR

Address 400 ALEXANDRIA BLVD, OVIEDO FL 32765

Phone Number 407-971-5561 FAX Number 407-971-5818

Duration of Contract or business relationship We have designed built & covered parks including shade systems & bike amenities, poured in place rubber surfacing

2. Company Name SCHOOL DISTRICT OF HILLSBOROUGH COUNTY

Contact Name and Title STEVE VANDER

Address P.O. BOX 3408, TAMPA FL 33601

Phone Number 813-272-4825 FAX Number 813-272-4981

Duration of Contract or business relationship WE HAVE DESIGNED & INSTALLED OVER 400 playgrounds for this school district

3. Company Name MARION COUNTY PARKS

Contact Name and Title JAMES COUILLARD

Address 111 S.E. 25th AVE, OCALA, FL 34471

Phone Number 352-671-8560 FAX Number 352-671-8550

Duration of Contract or business relationship We have designed "BOUNDLESS" playgrounds & continue to be the choice of Marion Co parks

ATTACHMENT H IDENTICAL TIE PROPOSALS

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

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

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
 - 2) Inform employees about the dangers of drug abuse in the workplace the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 - 3) Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement
 - 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Florida Statutes or of any controlled substance law(s) of the United States or any state five (5) days after such conviction or plea.
 - 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, any employee who is so convicted.
 - 6) Make a good-faith effort to continue to maintain a drug-free workplace through implementation of this section.
- As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

DATED this 3RD day of MAY, 20 16.

MIRACLE RECREATION
(Name of PROPOSER)

Susan Miller
(Signature of person signing FORM)

Susan MILLER
(Printed name of person signing FORM)

SALES REP
(Title of person signing FORM)

Sworn to and subscribed before me

This 3rd day of may
20 16.

Signature of Notary (& Stamp)
Notary Public, State of FL

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



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

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

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

1. This sworn statement is submitted to CITY OF HOLLY HILLS
[print name of public entity]
- by SUSAN MILLER SALES REP
[print individual's name and title]
- for MIRACLE RECREATION EQUIPMENT COMPANY
[print name of entity submitting sworn statement]

whose business address is:

878 HWY 60
MONETT, MISSOURI

and (if applicable) its Federal Employer Identification Number (FEIN) is 43-1595099
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

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

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THE FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Juan Miller
(Signature)

Date: 5-3-16

Sworn to and subscribed before me this 3RD day of MAY, 2016.

Personally known _____

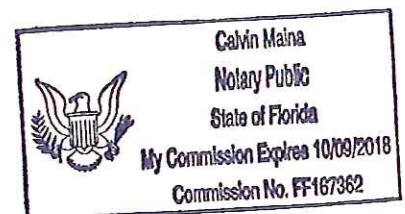
Or Produced identification ✓

Notary Public – State of Florida

fr DL
(Type of Identification)

My commission expires 10/09/2018

Calvin Maina
(Printed, typed or stamped
commission name of notary public)



ATTACHMENT J
SUMMARY OF LITIGATION AND LICENSE SANCTIONS

(IF NOT APPLICABLE, PLEASE STATE SO):

n/a

Susan Miller
AUTHORIZED SIGNATURE

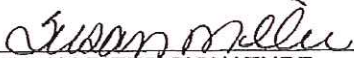
MIRACLE RECREATION EQUIPMENT Co
COMPANY

5-3-16
DATE

ATTACHMENT K
LIST OF SUBCONTRACTORS

(IF NOT APPLICABLE, PLEASE STATE SO):

N/A


AUTHORIZED SIGNATUREMIRACLE RECREATION EQ CO
COMPANY5-3-16
DATE

ATTACHMENT L

LOCAL BIDDER PREFERENCE

CITY OF HOLLY HILL

AFFIDAVIT OF ELIGIBILITY
COUNTY BUSINESS

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

1. LEGAL NAME OF BUSINESS: MIRACLE RECREATION
Physical Address: 878 HWY 60
MONETT MISSOURI
- Mailing Address (if different)
2. Year your business was established in the City of permanent address: n/a
3. Business Tax Receipt Number Issued by the City of permanent address
BTR Number: n/a Date Issued: _____
4. Please provide a brief description of the nature of your business and how it relates to the community.
n/a

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

By: Susan Miller
Signature
SUSAN MILLER
Name, Typed or Printed

Title, Typed or Printed
2017 91st St. N.W.
Mailing Address
BRAEDENTON FL 34209
City, State, Zip Code
941-792-4580
Telephone Number

Syorn to and subscribed before me

This 3RD day of MAY

20 16. 

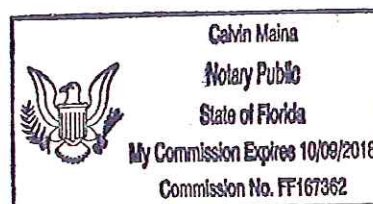
Signature of Notary (& Stamp)

Notary Public, State of

Fimbricaria

Personally Known _____ or _____

Produced Identification
(type of identification)



IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the CITY through its City Commission taking action on the 3RD day of MAY, 2016 and the CONTRACTOR signing by and through its duly authorized corporate officer having the full and complete authority to execute same.

ATTEST:

By: Calvin Manning
Witness for: CONTRACTOR.

CONTRACTOR NAME

By: Susan Miller
Susan MILLER
Name, Title

Date: MAY 3, 2016

ATTEST:

Valerie Manning, City Clerk

City of Holly Hill, Florida

By:

Joe Forte, City Manager

Date: _____

retainage shall be deducted from each submitted invoice to be paid to the CONTRACTOR as the final payment after lien waivers have been furnished.

(g) It is expressly understood by the CONTRACTOR that this Work Order, until executed by the CITY, does not authorize the performance of any construction/services by the CONTRACTOR and that the CITY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONTRACTOR to perform the construction/services called for under this Work Order if it is determined that to do so is in the best interest of the CITY.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on the respective dates under each signature: the CITY through its City Commission taking action on February 26th, 2013, and the CONTRACTOR signing by and through its duly authorized corporate officer having the full and complete authority to execute same.

ATTEST:

Susan Miller

Corporate Secretary or Witness

Name, Title

Calvin Manning

Susan Miller

Date: 5-3-16

ATTEST:

CITY OF HOLLY HILL

Valerie Manning, City Clerk

Joe Forte
City Manager

Date: _____

**CITY OF HOLLY HILL, FLORIDA
CONTRACT WITH
Miracle Recreation
For Ross Point Playground - CDBG
Project Number 16BG07**

THIS Contract made and entered into the ____ day of _____, 20____ by and between the CITY OF HOLLY HILL, FLORIDA, whose address is 1065 Ridgewood Ave., Holly Hill, Florida 32117, a municipal corporation of the State of Florida, holding tax exempt status, hereinafter referred to as the "CITY" and **Miracle Recreation**, hereinafter referred to as to as the "CONTRACTOR". The CITY and the CONTRACTOR are collectively referred to herein as the Parties.

WITNESSETH:

WHEREAS, the CITY desires to retain the CONTRACTOR for the work identified in the scope of work (see exhibit A); and

WHEREAS, the CITY desires to retain the CONTRACTOR to provide construction services as subsequently specifically set out in Work Orders to be issued under this Agreement; and

WHEREAS, the CITY desires to employ the CONTRACTOR for the performance necessary to support the activities, programs and projects of the CITY upon the terms and conditions hereinafter set forth, and the CONTRACTOR is desirous of performing and providing such construction/services upon said terms and conditions; and

WHEREAS, the CONTRACTOR hereby warrants and represents to the CITY that it is competent and otherwise able to provide professional and high quality construction/services to the CITY; and

WHEREAS, all CITY promulgated bid documents pertaining to this project and all submissions submitted by the CONTRACTOR in the proposals/bid submitted to the CITY are hereby incorporated herein to the extent not inconsistent with the terms and conditions as set forth herein.

WHEREAS, the CITY desires to retain the CONTRACTOR to provide all labor and construction/services in accordance with, but not limited to, the guidelines in the Scope of Work; and

WHEREAS, the CITY desires to use the expertise and knowledge of the CONTRACTOR; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

SECTION 1: GENERAL PROVISIONS.

(a) The term "CONTRACTOR" as used in this Agreement is hereby defined herein as that person or entity, including employees, servants, partners, principals, agents and assignees providing construction/services under this Agreement.

(b) The CONTRACTOR acknowledges that the CITY may retain other service providers to provide the same construction/services for CITY projects. The CONTRACTOR acknowledges that the CITY, at the CITY's option, may request proposals from the CONTRACTOR and the other service providers for CITY projects. The CITY reserves the right to select which construction/services provider shall provide construction/services for the CITY's projects.

(c) The CONTRACTOR agrees to provide and ensure coordination between construction/services providers.

(d) The recitals herein are true and correct and form and constitute a material part of this Agreement upon which the parties have relied.

(e) Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The person(s) executing this Agreement for the CONTRACTOR certify that he/she/they is/are authorized to bind the CONTRACTOR fully to the terms of this Agreement.

(f) Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement to include, but not be limited to, each Work Order (See Exhibit B). The parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement and each Work Order.

(g) When the term "law" is used herein, said phrase shall include statutes, codes, rule and regulations of whatsoever type or nature enacted or adopted by a governmental entity of competent jurisdiction.

(h) It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONTRACTOR (including, but not limited to, its officers, employees, and agents) the agent, representative, or employee of the CITY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall

remain forever an independent contractor with respect to all construction/services performed under this Agreement.

(i) Persons employed by the CONTRACTOR in the provision and performance of the construction/services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the CITY's officers and employees either by operation of law or by the CITY.

(j) No claim for construction/services furnished by the CONTRACTOR not specifically provided for herein or in a Work Order shall be honored by the CITY.

SECTION 2: SCOPE OF CONSTRUCTION/SERVICES.

(a) The CONTRACTOR shall safely, diligently and in a professional and timely manner perform, with its own equipment and assets, and provide construction/services included in each subsequently entered Work Order. Unless modified in writing by the parties hereto, the duties of the CONTRACTOR shall not be construed to exceed the provision of the construction/services pertaining to this Agreement.

(b) The CONTRACTOR shall provide the construction/services as generally set forth and described in Exhibit "A" to this Agreement and specifically detailed in various Work Orders as may be issued from time-to-time by the CITY.

SECTION 3: WORK ORDERS.

(a) The provision of construction/services to be performed under the provisions of this Agreement shall be commenced as set forth in the CITY's bid/procurement documents upon the execution of this Agreement and a Work Order issued on a form provided by the CITY hereunder commencing the provision of construction/services. Additional construction/services to be performed by the CONTRACTOR to the CITY shall be authorized in written Work Orders issued by the CITY on a form provided by the CITY. Work Orders executed by the CITY shall include a detailed description of construction/services and a completion schedule. The CONTRACTOR shall review Work Orders and notify the CITY in writing of asserted inadequacies for the City's correction, if warranted.

(b) If the construction/services required to be performed are clearly defined, the Work Order shall be issued on a "LUMP SUM" or "UNIT PRICE" basis.

(1) "LUMP SUM": The CONTRACTOR shall perform all construction/services required by the Work Order but, in no event, shall the CONTRACTOR be paid more than the negotiated LUMP SUM amount stated therein. For Work Orders issued on a "Lump Sum", the CONTRACTOR may

invoice the amount due based on the percentage of total Work Order construction/services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Lump Sum amount equal to a percentage of the total construction/services actually completed.

(2) "UNIT PRICE": The CONTRACTOR shall perform all construction/services required by the Work Order based upon the unit price submitted in the CONTRACTOR'S bid. The CONTRACTOR may invoice the amount due based on the percentage of total Work Order construction/services actually performed and completed. In no event, shall the invoice amount exceed a percentage of the Line Item amount equal to a percentage of the total work actually completed. Add/ deduct changes shall be calculated based upon the unit price submitted.

(c) If the construction/services are not clearly defined, the Work Order may be issued on a "Time Basis Method" and may contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, the CONTRACTOR shall perform all work required by the Work Order; but in no event, shall the CONTRACTOR be paid more than the Not-to-Exceed amount specified in the applicable Work Order. The CONTRACTOR shall advise the CITY whenever the CONTRACTOR has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Not-to-Exceed amount. For Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount, the CONTRACTOR may invoice the amount due for actual work hours performed but, in no event, shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total construction/services actually completed.

(d) Each Work Order issued on a "Lump Sum" or "Time Basis Method" with a Not-to-Exceed amount shall be treated separately for retainage purposes which shall be prescribed on the face of the Work Order, but, if not prescribed, shall be ten percent (10%). If the CITY determines that work is substantially complete and the amount retained is considered to be in excess of the cost to complete the contract or the amount of unpaid subcontractors, the CITY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(e) Payments shall be made by the CITY to the CONTRACTOR when requested as work progresses for construction/construction/services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. The CONTRACTOR shall render to the CITY, at the close of each calendar month, an itemized invoice properly dated, describing any construction/construction/services rendered, the cost of the construction/construction/services, the name and address of the CONTRACTOR, Work Order Number, Purchase Order Number, Contract Number and all other information required by this Agreement.

SECTION 4: CONTRACTOR UNDERSTANDING OF CONSTRUCTION /SERVICES REQUIRED.

Execution of this Agreement by the CONTRACTOR is a representation that the CONTRACTOR is familiar with the construction/services to be provided and/or performed and with local conditions. The CONTRACTOR shall make no claim for additional time or money based upon its failure to comply with this Agreement. The CONTRACTOR has informed the CITY, and hereby represents to the CITY, that it has extensive experience in performing and providing the construction/services described in this Agreement and to be identified Work Orders and that it is well acquainted with the work conditions and the components that are properly and customarily included within such projects and the requirements of laws, ordinance, rules, regulations or orders of any public authority or licensing entity having jurisdiction over the CITY's Projects. Execution of a Work Order shall be an affirmative and irrefutable representation by the CONTRACTOR to the CITY that the CONTRACTOR is fully familiar with any and all requisite work conditions of the provisions of the construction/services.

SECTION 5: CHANGE ORDERS.

(a) The CITY may revise the scope of construction/services set forth in any particular Work Order.

(b) Revisions to any Work Order shall be authorized in writing by the CITY as a Change Order (Exhibit C). Each Change Order shall include a schedule of completion for the construction/services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. Change Orders may contain additional instructions or provisions specific upon certain aspects of this Agreement pertinent to the construction/services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement.

(c) An Agreement between the parties on an execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change and to the impact of the change on unchanged work, including all direct and indirect costs of whatever nature, and all adjustments to the CONTRACTOR's schedule. Work to be completed as part of a Change Order is authorized only once the Change Order has been fully executed by the CITY and CONTRACTOR.

(d) In the event of inclement weather, requests for "rain days" must be submitted by the CONTRACTOR to the CITY in writing in the form of a change order request within 48 hours of the event. Failure to submit request within 48 hours will nullify consideration of the request.

SECTION 6: CONTRACTOR RESPONSIBILITIES.

(a) The CONTRACTOR shall be responsible for the professional quality, accepted standards, technical accuracy, neatness of appearance of employees, employee conduct, safety, and the coordination of all construction/services furnished by the CONTRACTOR under this Agreement as well as the conduct of its staff, personnel, employees and agents. The CONTRACTOR shall provide to the CITY a list of employee working days, times and assignments within two (2) hours of the CITY's request for such information and the CITY may request and the CONTRACTOR shall provide employee social security numbers, addresses and driver licenses. All CONTRACTOR employees shall at all times when performing work wear identification badges which, at a minimum, provides the name of the employee and the CONTRACTOR. The CONTRACTOR shall work closely with the CITY on all aspects of the provision of the construction/services. The CONTRACTOR shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy and the coordination of all of the following which are listed for illustration purposes only and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other construction/services of whatever type or nature furnished by the CONTRACTOR under this Agreement. The CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in his/her/its plans, analysis, data, reports, designs, drawings, specifications, and any and all other construction/services of whatever type or nature. The CONTRACTOR's submissions in response to the subject bid or procurement processes are incorporated herein by this reference thereto.

(b) Neither the CITY's review, approval or acceptance of, nor payment for, any of the construction/services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and remain liable to the CITY in accordance with applicable law for all damages to the CITY caused by the CONTRACTOR's negligent or improper performance or failure to perform any of the construction/services furnished under this Agreement.

(c) The rights and remedies of the CITY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

(d) Time is of the essence in the performance of all construction/services provided by the CONTRACTOR under the terms of this Agreement and each and every Work Order.

(e) Contractor agrees to provide the warranties in attached exhibit M.

SECTION 7: CITY RIGHTS AND RESPONSIBILITIES.

(a) The CITY shall reasonably cooperate with the CONTRACTOR in a timely fashion at no cost to the CONTRACTOR or the CITY as set forth in this Section.

(b) The CITY shall furnish a CITY representative, as appointed by the designated representative to administer, review and coordinate the provision of construction/services under Work Orders.

(c) The CITY shall make CITY personnel available where, in the CITY's opinion, they are required and necessary to assist the CONTRACTOR. The availability and necessity of said personnel to assist the CONTRACTOR shall be determined solely at the discretion of the CITY.

(d) The CITY shall examine all of the CONTRACTOR's construction/services and indicate the CITY's approval or disapproval within a reasonable time so as not to materially delay the provisions of the construction/services of the CONTRACTOR.

(e) The CITY shall transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to any and all construction/services covered by this Agreement.

(f) The CITY shall give written notice to the CONTRACTOR whenever the CITY's designated representative knows of a development that affects the construction/services provided and performed under this Agreement, timing of the CONTRACTOR's provision of construction/services, or a defect or change necessary in the construction/services of the CONTRACTOR.

(g) The rights and remedies of the CITY provided for under this Agreement are in addition to any other rights and remedies provided by law. The CITY may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim, either during or after performance of this Agreement as well as the adjustment of payments made to the CONTRACTOR based upon the quality of work of the CONTRACTOR.

(h) The CITY shall be entitled to recover any and all legal costs including, but not limited to, attorney fees and other legal costs that it may incur in any legal actions it may pursue in the enforcement of the terms and conditions of this Agreement or the responsibilities of the CONTRACTOR in carrying out the duties and responsibilities deriving from this Agreement.

(i) The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

(j) Neither the CITY's review, approval or acceptance of, nor payment for, any of the construction/services required shall be construed to operate as a waiver of any rights under this Agreement nor or any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY or the public caused by the CONTRACTOR's negligent or wrongful provision or performance of any of the construction/services furnished under this Agreement.

(k) All deliverable analysis, reference data, survey data, plans and reports or any other form of written instrument or document that may result from the CONTRACTOR's construction/services or have been created during the course of the CONTRACTOR's performance under this Agreement shall become the property of the CITY after final payment is made to the CONTRACTOR.

SECTION 8: COMPENSATION.

(a) Compensation to the CONTRACTOR shall be as set forth in each Work Order which assigns construction/services to be accomplished by the CONTRACTOR.

(b) The CONTRACT shall be paid in accordance with the schedule of charges as set forth in Exhibit "B" attached hereto.

(c) There are no reimbursable expenses to be paid to the CONTRACTOR except as specifically set forth herein.

SECTION 9: INVOICE PROCESS.

(a) Payments shall be made by the CITY to the CONTRACTOR when requested as work progresses for construction/construction/services furnished, but not more than once monthly. Invoices, which are in an acceptable form to the CITY and without disputable items, which are received by the CITY, will be processed for payment in accordance with the *Florida Prompt Payment Act*.

(b) The CONTRACTOR will be notified of any disputable items contained in invoices submitted by the CONTRACTOR within fifteen (15) calendar days of receipt by the CITY with an explanation of the deficiencies.

(c) The CITY and the CONTRACTOR will make every effort to resolve all disputable items contained in the CONTRACTOR's invoices.

(d) Each invoice shall reference this Agreement, the appropriate Work Order and Change Order if applicable, purchase order number, and billing period.

(e) CONTRACTOR's final invoice shall be clearly marked as "final" and shall include final release of lien from each of the CONTRACTOR's subcontractors and suppliers.

(f) The *Florida Prompt Payment Act* shall apply when applicable. A billing period represents the dates in which the CONTRACTOR completed construction/services referenced in an invoice.

(g) Invoices are to be forwarded directly to:

Steven Juengst, Facilities Supervisor
1065 Ridgewood Avenue
Holly Hill, Florida 32117

SECTION 10: COMMENCEMENT/IMPLEMENTATION SCHEDULE OF AGREEMENT.

(a) The CONTRACTOR shall commence the provision of construction/services as described in this Agreement upon issuance of the Notice to Proceed. Notice to Proceed will be issued after the following conditions have been met: execution of this Agreement, issuance of a Purchase Order, execution of a Work Order issued by the CITY. The date of commencement indicated in the Notice to Proceed shall serve as the date of commencement for this project and shall serve as the start date for any liquidated damages.

(b) Liquidated damages for this project shall be \$1,000 (one thousand dollars) for each day the project continues past the completion date indicated in the Notice to Proceed or the amended completion date through a Change Order.

(c) The CONTRACTOR and the CITY agree to make every effort to adhere to the schedules required by the CITY or as established for the various Work Orders as described in each Work Order. However, if the CONTRACTOR is delayed at any time in the provision of construction/services by any act or omission of the CITY, or of any employee, tumult of the CITY, or by any other contractor employed by the CITY, or by changes ordered by the CITY, or by strikes, lock outs, fire, unusual delay in transportation, terrorism, unavoidable casualties, or any other causes of *force majeure* not resulting from the inactions or actions of the CONTRACTOR and beyond the CONTRACTOR's control which would not reasonably be expected to occur in connection with or during performance or provision of the construction/services, or by delay authorized by the CITY pending a decision, or by any cause which the CITY shall decide to justify the delay, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. It is further expressly understood and agreed that the CONTRACTOR shall not be entitled to any damages or

compensation, or be reimbursed for any losses on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

SECTION 11: TERM/LENGTH OF AGREEMENT.

The initial term of this Agreement shall be for a period of 120 calendar days. The total work shall be substantially complete within 90 days and finally complete within 30 days. The agreement referenced will begin upon issuance of a purchase order from the City to the awarded contractor. Working days will be permitted as Monday through Friday. Weekend hours will be permitted with prior approval. Working hours are permitted as detailed in Holly Hill Code of Ordinances, Part II Code of Ordinances, Chapter 26 Environment, Article II Noise, Section 26-35.

SECTION 12: DESIGNATED REPRESENTATIVES.

(a) The CITY designates the City Manager or his/her designated representative, to represent the CITY in all matters pertaining to and arising from the work and the performance of this Agreement.

(b) The City Manager, or his/her designated representative, shall have the following responsibilities:

(1) Examination of all work and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONTRACTOR;

(2) Transmission of instructions, receipt of information, and interpretation and definition of CITY's policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement;

(3) Giving prompt written notice to the CONTRACTOR whenever the CITY official representative knows of a defect or change necessary in the project; and

(4) Coordinating and managing the CONTRACTOR's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

(c) Until further notice from the City Manager the designated representative for this Agreement is:

Steven Juengst, Facilities Supervisor
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

- (d) The CONTRACTOR's designated representative is:

Patrick Miller
2017 91st St. N.W.
Brandenton, FL 34209

SECTION 13: TERMINATION/SUSPENSION OF AGREEMENT.

(a) The CITY may terminate this Agreement or any Work Order for cause at any time or this Agreement or any Work Order for any one (1) or more of the reasons as follows:

(1) If, in the CITY's opinion, adequate progress to be provided or under a Work Order is not being made by the CONTRACTOR due to the CONTRACTOR's failure to perform; or

(2) If, in the CITY's opinion, the quality of the construction/services provided by the CONTRACTOR is/are not in conformance with commonly accepted professional standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies, and the CONTRACTOR has not corrected such deficiencies in a timely manner as reasonably determined by the CITY; or

(3) The CONTRACTOR or any employee or agent of the CONTRACTOR is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the CONTRACTOR; or

(4) The CONTRACTOR becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

(5) The CONTRACTOR violates the Standards of Conduct provisions herein or any provision of Federal, State or local law or any provision of the CITY's Code of Conduct.

(b) The CITY reserves the right to terminate any Agreement for cause with a five (5) day written notice to the CONTRACTOR. Notice shall be served to the parties as specified in the Agreement.

(c) In the event of any of the causes described in this Section, the CITY's designated representative may send a certified letter to the CONTRACTOR requesting that the CONTRACTOR show cause why the Agreement or any Work Order should not be terminated. If assurance satisfactory to the CITY of corrective measures to be made within a reasonable time is not given to the CITY within seven (7) calendar days of the date of the letter, the CITY may consider the CONTRACTOR to be in default, and may

then immediately terminate this Agreement or any Work Order in progress under this Agreement.

(d) In the event that this Agreement or a Work Order is terminated for cause and it is later determined that the cause does not exist, then this Agreement or the Work Order shall be deemed terminated for convenience by the CITY and the CITY shall have the right to so terminate this Agreement without any recourse by the CONTRACTOR.

SECTION 14: TERMINATION BY CONTRACTOR FOR CAUSE.

The CONTRACTOR may terminate this Agreement only if the CITY fails to pay the CONTRACTOR in accordance with this Agreement. In the event of such cause, the CONTRACTOR shall send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the CONTRACTOR within fifteen (15) days of the receipt by the CITY of said show cause notice, then the CONTRACTOR may consider the CITY to be in default, and may immediately terminate this Agreement.

SECTION 15: TERMINATION BY THE CITY WITHOUT CAUSE.

(a) Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate any specific Work Order without cause, if such termination is deemed by the CITY to be in the public interest.

(b) The CITY shall have the right to terminate this Agreement without cause with a thirty (30) day written notice to the CONTRACTOR. Notice shall be served to the parties as specified in the Agreement.

(c) In the event that this Agreement is terminated, the CITY shall identify any specific Work Order(s) being terminated and the specific Work Order(s) to be continued to completion pursuant to the provisions of this Agreement.

(d) This Agreement will remain in full force and effect as to all authorized Work Order(s) that is/are to be not terminated.

SECTION 16: PAYMENT IN THE EVENT OF TERMINATION.

In the event this Agreement or any Work Order is terminated or canceled prior to final completion without cause, payment for the unpaid portion of the construction/services provided by the CONTRACTOR to the date of termination and any additional construction/services shall be paid to the CONTRACTOR.

SECTION 17: ACTION FOLLOWING TERMINATION.

Upon receipt of notice of termination given by either party, the terminated party shall promptly discontinue the provision of all construction/services, unless the notice provides otherwise.

SECTION 18: SUSPENSION.

(a) The performance or provision of the CONTRACTOR's construction/services under any Work Order or under this Agreement may be suspended by the CITY at any time.

(b) In the event the CITY suspends the performance or provision of the CONTRACTOR's construction/services hereunder, the CITY shall so notify the CONTRACTOR in writing, such suspension becoming effective within seven (7) days from the date of mailing, and the CITY shall pay to the CONTRACTOR according to the *Florida Prompt Payment Act* all compensation which has become due to and payable to the CONTRACTOR to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the CONTRACTOR for the suspended provision of construction/services unless and until the CITY's designated representative notifies the CONTRACTOR in writing that the provision of the construction/services of the CONTRACTOR called for hereunder are to be resumed by the CONTRACTOR.

(c) Upon receipt of written notice from the CITY that the CONTRACTOR's provision of construction/services hereunder are to be resumed, the CONTRACTOR shall continue to provide the construction/services to the CITY.

SECTION 19: EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION.

The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The CONTRACTOR, moreover, shall comply with all the requirements as imposed by the *Americans with Disability Act*, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto.

SECTION 20: INDEMNITY AND INSURANCE.

(a) To the fullest extent permitted by law, the CONTRACTOR shall indemnify, hold harmless and defend the CITY, its agents, servants, officers, officials and employees, or any of them, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorneys fees and other legal costs such as those for paralegal, investigative, and legal support construction/services, and the actual costs incurred for expert witness testimony, arising out of or resulting from the performance or provision of construction/services required under this Agreement, provided that same is caused in whole or part by the error, omission, negligent act, failure to act, malfeasance, misfeasance, conduct, or misconduct of the CONTRACTOR, its agents, servants, officers, officials, employees, or subcontractors. Additionally, the CONTRACTOR accepts responsibility for all damages resulting in any way related to the CONTRACTOR'S performance of work.

(b) In accordance with Section 725.06, *Florida Statutes*, adequate consideration has been provided to the CONTRACTOR for this obligation, the receipt and sufficiency of which is hereby specifically acknowledged.

(c) Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, *Florida Statutes*.

(d) In claims against any person or entity indemnified under this Section by an employee of the CONTRACTOR or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.

(e) The execution of this Agreement by the CONTRACTOR shall obligate the CONTRACTOR to comply with the indemnification provision in this Agreement; provided, however, that the CONTRACTOR must also comply with the provisions of this Agreement relating to insurance coverages.

(f) The CONTRACTOR shall submit a report to the CITY within twenty-four (24) hours of the date he becomes aware of any incident resulting in damage or which is reasonably likely to result in a claim of damage.

SECTION 21: INSURANCE.

(a) The CONTRACTOR shall obtain or possess and continuously maintain the following insurance coverage, from a company or companies, with a Best Rating of

A- or better, authorized to do business in the State of Florida and in a form acceptable to the City and with only such terms and conditions as may be acceptable to the CITY:

(1) Workers Compensation/Employer Liability: The CONTRACTOR shall provide Worker's Compensation for all employees. The limits will be statutory limits for Worker's Compensation insurance and \$1,000,000 for Employer's Liability.

(2) Comprehensive General Liability: The CONTRACTOR will provide coverage for all operations including, but not limited to, contractual, products and complete operations and personal injury. The limits will not be less than \$1,000,000 Combined Single Limit (CDL) or its equivalent.

(3) Comprehensive Automobile Liability: The CONTRACTOR shall provide complete coverage for owned and non-owned vehicles for limits not less than \$1,000,000 CSL or its equivalent.

(b) All insurance other than Workers Compensation to be maintained by the CONTRACTOR shall specifically include the CITY as an additional insured.

(c) The CONTRACTOR shall provide Certificates of Insurance to the CITY evidencing that all such insurance is in effect prior to the issuance of the first Work Order under this Agreement from the CITY. These Certificates of Insurance shall become part of this Agreement as Exhibit "D". Neither approval by the CITY nor failure to disapprove the insurance furnished by a CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR's full responsibility for performance of any obligation including the CONTRACTOR's indemnification of the CITY under this Agreement. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (1) lose its Certificate of Authority, (2) no longer comply with Section 440.57, *Florida Statutes*, or (3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONTRACTOR has replaced the unacceptable insurer with insurance acceptable to the CITY, the CONTRACTOR shall be deemed to be in default of this Agreement.

(d) The insurance coverage shall contain a provision that requires that prior to any changes in the coverage, except increases in aggregate coverage, thirty (30) days prior notice will be given to the CITY by submission of a new Certificate of Insurance.

(e) The CONTRACTOR shall furnish Certificate of Insurance directly to the CITY's designated representative. The certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount and classification required by this Agreement.

(f) The CITY shall not be obligated or liable under the terms of this Agreement to any party other than the CONTRACTOR. There are no third party beneficiaries to this Agreement.

(g) All insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by the CITY.

SECTION 22: STANDARDS OF CONDUCT.

(a) The CONTRACTOR warrants that it has not employed or retained any company or person, other than a *bona fide* employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm other than a *bona fide* employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Agreement.

(b) The CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement or violate any laws pertaining to civil rights, equal protection or discrimination.

(c) The CONTRACTOR hereby certifies that no undisclosed (in writing) conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of the CONTRACTOR, or any interest in property that the CONTRACTOR may have. The CONTRACTOR further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to the CITY. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

(g) The CONTRACTOR shall ensure that all taxes due from the CONTRACTOR are paid in a timely and complete manner including, but not limited to, occupational license tax.

(e) If the CITY determines that any employee or representative of the CONTRACTOR is not satisfactorily performing his/her assigned duties or is demonstrating improper conduct pursuant to any assignment or work performed under this Agreement, the CITY shall so notify the CONTRACTOR, in writing. The CONTRACTOR shall immediately remove such employee or representative of the CONTRACTOR from such assignment.

(f) The CONTRACTOR shall not publish any documents or release information regarding this Agreement to the media without prior approval of the CITY.

(g) The CONTRACTOR shall certify, upon request by the CITY, that the CONTRACTOR maintains a drug free workplace policy in accordance with Section 287.0878, *Florida Statutes*. Failure to submit this certification may result in termination of this Agreement.

(h) If the CONTRACTOR or an affiliate is placed on the convicted vendor list following a conviction for a public entity crime, such action may result in termination of this Agreement by the CITY. The CONTRACTOR shall provide a certification of compliance regarding the public crime requirements set forth in State law upon request by the CITY.

(i) The CITY reserves the right to unilaterally terminate this Agreement if the CONTRACTOR refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of *Chapter 119, Florida Statutes*, and other applicable law, and made or received by the CONTRACTOR in conjunction, in any way, with this Agreement.

(j) The CONTRACTOR shall comply with the requirements of the *Americans with Disabilities Act (ADA)*, and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.

(k) The CITY will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the *Immigration and Nationally Act (INA)*. The CITY shall consider the employment by the CONTRACTOR of unauthorized aliens, a violation of Section 274A(e) of the *INA*. Such violation by the CONTRACTOR of the employment provisions contained in Section 274A(e) of the *INA* shall be grounds for immediate termination of this Agreement by the CITY.

(l) The CONTRACTOR agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the construction/services provided to the CITY. The CONTRACTOR agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment will ensure compliance with any and all employment safety, environmental and health laws.

(m) The CONTRACTOR shall ensure that all construction/services are provided to the CITY after the CONTRACTOR has obtained, at its sole and exclusive expense, any and all permits city permits and no expense, licenses, permissions, approvals or similar consents.

(n) If applicable, in accordance with Section 216.347, *Florida Statutes*, the CONTRACTOR shall not use funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or State agency.

(o) The CONTRACTOR shall advise the CITY in writing of it who has been placed on a discriminatory vendor list, may not submit a bid on a contract to provide goods or construction/services to a public entity, or may not transact business with any public entity.

(p) The CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of that actions of any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government.

SECTION 23: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS.

(a) The CONTRACTOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its provision or performance of construction/services under this Agreement. This includes the responsibility to record the Notice of Commencement and all bonds with the County Clerk of Court. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.

(b) The CONTRACTOR shall maintain and allow access to the records required under this Section for a minimum period of five (5) years after the completion of the provision or performance construction/services under this Agreement and date of final payment for said construction/services, or date of termination of this Agreement.

(c) The CITY may perform, or cause to have performed, an audit of the records of the CONTRACTOR before or after final payment to support final payment under any Work Order issued hereunder. This audit shall be performed at a time mutually agreeable to the CONTRACTOR and the CITY subsequent to the close of the final fiscal period in which construction/services are provided or performed. Total compensation to the CONTRACTOR may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to the CONTRACTOR. Conduct of this audit shall not delay final payment as required by this Section.

(d) In addition to the above, if Federal, State, County, or other entity funds are used for any construction/services under this Agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, or the City of Holly Hill, Florida, or any representatives, shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to construction/services provided or performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(e) In the event of any audit or inspection conducted reveals any overpayment by the CITY under the terms of the Agreement, the CONTRACTOR shall refund such overpayment to the CITY within thirty (30) days of notice by the CITY of the request for the refund.

(f) The CONTRACTOR agrees to fully comply with all State laws relating to public records.

(g) The CONTRACTOR agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

SECTION 24: CODES AND DESIGN STANDARDS.

(a) All construction/services to be provided for performed by the CONTRACTOR shall, at a minimum, be in conformance with commonly accepted industry and professional codes and standards, standards of the CITY, and the laws of any and all Federal, State and local regulatory agencies.

(b) The CONTRACTOR shall be responsible for keeping apprised of any changing laws, applicable to the construction/services to be performed under this Agreement.

SECTION 25: ASSIGNABILITY.

(a) The CONTRACTOR shall not sublet, assign or transfer any interest in this Agreement, or claims for the money due or to become due out of this Agreement to a bank, trust company, or other financial institution without written CITY approval. The CONTRACTOR shall not sublet, assign or transfer any interest in this Agreement, or claims for the money due or to become due out of this Agreement resulting from the sale or merger of the CONTRACTOR resulting in a change in the majority ownership without written CITY approval. When approved by the CITY, written notice of such assignment or transfer shall be furnished promptly to the CITY.

(b) The CONTRACTOR agrees to reasonably participate in the contract "piggybacking" programs pertinent to local governments.

SECTION 26: SUBCONTRACTORS.

(a) Any CONTRACTOR's proposed subcontractors shall be submitted to the CITY and shall be shown as part of this contract Exhibit "E" prior to the CONTRACTOR entering into a subcontract. Subcontractor information shall include, but not be limited to, State registrations, business address, occupational license tax proof of payment,

and insurance certifications. Any alteration to the subcontractor list provided as Exhibit "E" shall be presented to the City in writing in the form of a Change Order and approved prior to the CONTRACTOR entering into a subcontract.

(b) Substitution or addition of any Subcontractor without an approved Change Order may result in the CONTRACT being voidable at the CITY'S discretion. Subcontractors are not authorized to have subcontractor agreements without an approved Change Order.

(c) The CONTRACTOR shall coordinate the provision of construction/services and work product of any CITY approved subcontractors, and remain fully responsible for such construction/services and work under the terms of this Agreement.

(d) Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractor to assume performance of the CONTRACTOR's duties commensurately with the CONTRACTOR's duties to the CITY under this Agreement, it being understood that nothing herein shall in any way relieve the CONTRACTOR from any of its duties under this Agreement. The CONTRACTOR shall provide the CITY with executed copies of all subcontracts.

(e) The CONTRACTOR and subcontractors shall reasonably cooperate at all times with the CITY and other CITY contractors and professionals.

SECTION 27: CONTROLLING LAWS/VENUE/INTERPRETATION.

(a) This Agreement is to be governed by the laws of the State of Florida.

(b) Venue for any legal proceeding related to this Agreement shall be in the Seveth Judicial Circuit Court in and for Volusia County, Florida.

(c) This Agreement is the result of *bona fide* arms length negotiations between the CITY and the CONTRACTOR and all parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

SECTION 28: FORCE MAJEURE.

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by *Force Majeure*. *Force Majeure* shall include, but not be limited to, hostility, terrorism, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature,

existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 29: EXTENT OF AGREEMENT/INTERGRATION/AMENDMENT.

(a) This Agreement, together with the exhibit(s), if any, constitutes the entire integrated Agreement between the CITY and the CONTRACTOR and supersedes all prior written or oral understandings in connection therewith. This Agreement, and all the terms and provisions contained herein, including without limitation the exhibits hereto, constitute the full and complete agreement between the parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral.

(b) This Agreement may only be amended, supplemented or modified by a formal written amendment.

(c) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION 30: NOTICES.

(a) Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section.

(b) For the present, the parties designate the following as the representative places for giving of notice, to-wit:

For the CITY:

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

For the CONTRACTOR:

Patrick Miller
Sales Representative, Central Florida
2017 91st St. N.W.
Brandenton, FL 34209

(c) Written notice requirements of this Agreement shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. The CONTRACTOR agrees not to claim any waiver by CITY of such notice requirements based upon CITY having actual knowledge, implied, verbal or constructive notice, lack of prejudice or any other grounds as a substitute for the failure of the CONTRACTOR to comply with the express written notice requirements herein. Computer notification (e-mails and message boards) shall not constitute proper written notice under the terms of the Agreement.

SECTION 31: WAIVER.

The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

SECTION 32: NO GENERAL CITY OBLIGATION.

(a) In no event shall any obligation of the CITY under this Agreement be or constitute a general obligation or indebtedness of the CITY, a pledge of the *ad valorem* taxing power of the CITY or a general obligation or indebtedness of the CITY within the meaning of the *Constitution of the State of Florida* or any other applicable laws, but shall be payable solely from legally available revenues and funds.

(b) The CONTRACTOR shall not have the right to compel the exercise of the *ad valorem* taxing power of the CITY.

SECTION 33: EXHIBITS AND ATTACHMENTS.

Each exhibit and/or attachment referred to and attached to this Agreement is an essential part of this Agreement. The exhibits and/or attachment and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

SECTION 34: CAPTIONS.

The Section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this

Agreement or any part thereof, or in any way affect this Agreement or construe any provision of this Agreement.

SECTION 35: SEVERABILITY/CONSTRUCTION.

(a) If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

(b) All provisions of this Agreement shall be read and applied in *para materia* with all other provisions hereof.

SECTION 36: ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the CITY prior to filing suit or otherwise pursuing legal remedies.

(b) The CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the CITY in alternative dispute resolution procedures or which the CONTRACTOR had knowledge and failed to present during the CITY procedures.

(c) In the event that CITY procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

(d) Venue for any litigation shall be in State Court, Volusia County, Florida. The prevailing party in any litigation arising out of or related to this contract shall be entitled to be reimbursed reasonable attorney fees and costs, including fees and costs related to an appeal.

SECTION 37: COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the CITY through its City Commission taking action on the _____ day of _____, 20 and _____ the CONTRACTOR signing by and through its duly authorized corporate officer having the full and complete authority to execute same.

ATTEST:

CONTRACTOR NAME

By:

By: _____
Witness for: *CONTRACTOR*.

Name, Title

Date: _____

ATTEST:

City of Holly Hill, Florida

By:

Valerie Manning, City Clerk

Joe Forte, City Manager

Date: _____

SCOPE OF WORK
Exhibit A

1. Please provide a detailed drawing(s) including specifications of equipment, footprint of work, warranty information and types of materials used.
2. Provide playground system for Ross Point Park.
3. Provide installation services for playground at Ross Point.
4. Install borders surrounding playground
5. Install geotextile throughout playground area
6. Install playground grade double ground mulch throughout playground area
7. Provide ADA compliant ramp into playground area
8. Follow wage determination guidelines as determined by the Department of Labor Fair Labor Standards Act. Copies of Davis-Bacon prevailing wages are included in this bid packet – but contractors are encouraged to check the DOL site prior to submitting their bids as wages can and do change.
9. Provide weekly certified payroll to the County of Volusia. Certified payroll templates are also included in this bid packet.

WORK ORDER FORM
Exhibit B

CITY OF HOLLY HILL
 WORK ORDER

FOR: Description or work to be completed under work order.

WORK ORDER NO.: 1

Purchase Order No. _____

PROJECT: Project

CONTRACTOR: Miller Recreation

Execution of the Work Order by the CITY shall serve as authorization for the CONTRACTOR to provide for the above project, construction/services as set out in the Scope of Work attached as Exhibit "A," to that certain Agreement dated _____, 20____ between the CITY and the CONTRACTOR and further delineated in the specifications, conditions and requirements stated in the following listed documents which are attached hereto and made a part hereof.

ATTACHMENTS:

- ☐ DRAWINGS/PLANS/SPECIFICATIONS
- ☐ SCOPE OF CONSTRUCTION/SERVICES
- ☐ SPECIAL CONDITIONS
- ☐ _____

The CONTRACTOR shall provide said construction/services pursuant to this Work Order, its attachments and the above-referenced Agreement, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Work Order conflicts with said Agreement, the Agreement shall prevail.

TIME FOR COMPLETION: The work authorized by this Work Order shall be commenced upon issuance of a Notice to Proceed by the CITY and shall be completed within 90 days.

METHOD OF COMPENSATION:

(a) This Work Order is issued on a:

- ☐ LUMP SUM
- ☐ TIME BASIS METHOD WITH A NOT-TO- EXCEED AMOUNT
- ☐ TIME BASIS METHOD WITH A LIMITATION OF FUNDS AMOUNT
- ☐ UNIT PRICE

(b) If the compensation is based on a "LUMP SUM," then the CONTRACTOR shall perform all construction/services required by this Work Order but, in no event, shall the CONTRACTOR be paid more than the negotiated LUMP SUM amount stated therein. The CONTRACTOR may invoice the amount due based on the percentage of total Work Order construction/services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Lump Sum amount equal to the percentage of the total construction/services actually completed. In no event shall the CONTRACTOR be paid more than the LUMP SUM Amount.

(c) If the compensation is based on a "Time Basis Method" with a Not-to-Exceed Amount, then the CONTRACTOR shall perform all work required by this Work Order for a sum not exceeding _____ DOLLARS (\$_____). The CONTRACTOR'S compensation shall be based on the actual work required by this Work Order.

(d) If the compensation is based on a "Time Basis Method" with a Limitation of Funds Amount, then the CONTRACTOR is not authorized to exceed the Limitation of Funds amount of _____ DOLLARS (\$_____) without prior written approval of the CITY. Such approval, if given by the CITY, shall indicate a new Limitation of Funds amount. The CONTRACTOR shall advise the CITY whenever the CONTRACTOR has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CITY shall compensate the CONTRACTOR for the actual work performed under this Work Order.

(e) If the compensation is based on a "UNIT PRICE," then the CONTRACTOR shall perform all construction/services required by this Work Order based upon the unit price submitted in the CONTRACTOR'S bid. The CONTRACTOR may invoice the amount due based on the percentage of total Work Order construction/services actually performed and completed; not more than once monthly.

(f) Payment to the CONTRACTOR shall be made by the CITY in strict accordance with the payment terms of the above-referenced Agreement. Payments shall be made by the CITY to the CONTRACTOR when requested as work progresses for construction/construction/services furnished, but not more than once monthly. 10% retainage shall be deducted from each submitted invoice to be paid to the CONTRACTOR as the final payment after lien waivers have been furnished.

(g) It is expressly understood by the CONTRACTOR that this Work Order, until executed by the CITY, does not authorize the performance of any construction/services by the CONTRACTOR and that the CITY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONTRACTOR to perform the construction/services called for under this Work Order if it is determined that to do so is in the best interest of the CITY.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on the respective dates under each signature: the CITY through its City Commission taking action on February 26th, 2013, and the CONTRACTOR signing by and through its duly authorized corporate officer having the full and complete authority to execute same.

ATTEST:

Corporate Secretary or Witness

Name, Title

Date: _____

ATTEST:

CITY OF HOLLY HILL

Valerie Manning, City Clerk

Joe Forte
City Manager

Date: _____

CHANGE ORDER Exhibit C

CITY OF HOLLY HILL
CONTRACT CHANGE ORDER – Project 16BG07

CHANGE ORDER NO.: _____

DATE: _____ CONTRACTOR: Miller Recreation

OWNER: CITY OF HOLLY HILL AGREEMENT DATE: _____

The following changes are hereby made to the CONTRACT DOCUMENTS:

Original CONTRACT PRICE \$ _____

Current CONTRACT PRICE ADJUSTED by previous CHANGE ORDER* \$ _____

Net (Increase) Resulting from this CHANGE ORDER \$ _____

The current CONTRACT PRICE including this CHANGE ORDER \$ _____

ORIGINAL CONTRACT TIME: _____ Date: _____

Current CONTRACT TIME adjusted by previous CHANGE ORDERS* Date: _____

Net (Increase) Resulting from this CHANGE ORDER Days: _____

Current CONTRACT TIME including this CHANGE ORDER _____ Date _____

CHANGES ORDERED:

1. for work at outlined on correspondence attached dated.
- 2.
- 3.

I. GENERAL

This Change Order is necessary to cover changes in the Work to be performed under this Contract. The GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, SPECIFICATIONS and all parts of the Project Manual listed in Article 1, Definitions, of the GENERAL CONDITIONS apply to and govern all Work under this Change Order.

II. REQUIRED CHANGES

- 1.
- 2.
- 3.

III. JUSTIFICATION

- 1.
- 2.
- 3.

IV. PAYMENT

There will be no changes in the method of payment from the original contract.

V. NARRATIVE OF NEGOTIATIONS

Quotes received.

VI. APPROVAL AND CHANGE AUTHORIZATION

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

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

CONTRACTOR acknowledges, by its execution and acceptance of this Change Order, that the adjustments in Contract Price and Time shown hereon constitute full and complete compensation and satisfaction for all costs and modifications or performance time incurred by the CONTRACTOR as a result of this Change Order. No other claim for increased costs of performance or modifications of time will be granted by the OWNER for the Work covered by this Change Order. The CONTRACTOR hereby waives and releases any further claims for cost or time against the OWNER arising from or relating to the matters or Work set forth or contemplated by this Change Order.

RECOMMENDED BY:

ACCEPTED BY:

Project Manager, City of Holly Hill

Name, Title:

Date: _____ Date: _____

Title: _____

.....
APPROVED BY: City of Holly Hill, Florida

By: _____ Date: _____
Joe Forte, City Manager

CERTIFICATES OF INSURANCE
Exhibit D

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment")."

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, in the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise effect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Catherine L Geimer, Christina Baratti, Eric D Sauer, Jeannette M Davis, Jennifer Williams, Salenia Wood, Susan R Schwartz, Thomas U Krippene, all of the City of SAINT LOUIS, Missouri, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Twenty million dollars & zero cents (\$20,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 9 day of June 2015.

WESTCHESTER FIRE INSURANCE COMPANY



Stephen M. Haney
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 9 day of June, AD. 2015 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation; and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Sept. 20, 2018

Karen E. Brandt
Karen E. Brandt, Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 9th day of May, 2016



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER June 05, 2017.





CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
09/08/2015

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

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

PRODUCER Aon Risk Services Central, Inc. St. Louis MO Office 8182 Maryland Avenue St Louis MO 63105 USA		CONTACT NAME: PHONE (AC. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Playpower Holdings, Inc. 11515 Vanstory Drive Suite 100 HUNTERSVILLE NC 28078 - 6417 USA		INSURER A: Pennsylvania Manufacturers' Assoc Ins Co	12262
		INSURER B: Everest National Insurance Co	10120
		INSURER C: Liberty Insurance Corporation	42404
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES
CERTIFICATE NUMBER: 570059268256

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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:			CF8GL00038151 SIR applies per policy terms & conditions	09/01/2015	09/01/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 SIR \$500,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ☒ \$1,000 Ded. Comp ☒ \$1,000 Ded. Collision			151500 0652321	09/01/2015	09/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000			TH7691464580015 Umbrella	09/01/2015	09/01/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC2015750652321	09/01/2015	09/01/2016	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

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

CERTIFICATE HOLDER
CANCELLATION

PlayPower, Inc. 878 E. US Highway 60 Monett MO 65708 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

Holder Identifier :

Certificate No : 570059268256

AGENCY CUSTOMER ID: 570000052633

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Playpower Holdings, Inc.	
POLICY NUMBER See Certificate Number: 570059268256		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570059268256	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Named Insured Schedule

PlayPower Inc. (First named insured)

Additional Named Insureds

PlayPower Holdings, Inc.
 PlayPower Finance, Inc.
 Miracle Recreation Equipment Company
 E-Z Dock, Inc.
 Kid Play, Inc.
 Soft Play, L.L.C.
 Sprettra Turf, Inc.
 PlayPower LT Farmington, Inc.
 Oval (1747) Ltd. And its subsidiary companies: Staines Metal Products (Group) Limited
 Shade Structures, Inc., d/b/a USA Shade & Fabric Structures
 PlayPower Finance LLC
 Hags Play AB

But only while the first named insured directly or indirectly owns, during the policy period, an interest therein of more than 50%.

LIST OF SUBCONTRACTORS
Exhibit E

ATTACHMENT K
LIST OF SUBCONTRACTORS

(IF NOT APPLICABLE, PLEASE STATE SO):

N/A

Susan Miller
AUTHORIZED SIGNATUREMIRACLE RECREATION EQ CO
COMPANY5-3-16
DATE

PERFORMANCE BOND
Exhibit F

REQUEST FOR PROPOSALS

Exhibit G

CITY OF HOLLY HILL, FLORIDA

Ross Point Playground - CDBG

Notice is hereby given that the City of Holly Hill, Florida is accepting bids for a playground at Ross Point Park, located at 611 Riverside Drive. Bids will be accepted by the City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, until 2:00 PM on May 17, 2016 at which time and place all proposals received shall be publicly opened and read aloud in the City Hall.

There will be a **NON-MANDATORY** pre-bid meeting at 2:00pm on April 18, 2016. The location for this meeting will be the Large Conference Room, room 227, at City Hall, 1065 Ridgewood Avenue in Holly Hill. Following the pre-bid meeting, there will be a **NON-MANDATORY** site visit for this project held at the project site, Ross Point, 611 Riverside Drive, Holly Hill, FL 32117.

Description of Work: This project is inclusive of the installation of a playground system, borders, geotextile and mulch. This playground must have an ADA compliant ramp. This bidding opportunity is based on a fixed budget of \$40,000. Determination of the winning bidder will be made based on the amount and quality of playground equipment offered and warranties offered. Please note that as Ross Point Park is on the banks of the Halifax River, stainless steel or galvanized materials are highly recommended as metal will quickly rust in this location. Please note that this project is funded through a CDBG grant. As such, prevailing wages and weekly certified payrolls will be required for this project.

Copies of the documents may be obtained from the City Clerk, City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, FL 32117. Any addenda to these documents will be issued via electronic mail. It is the bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for this project. All questions should be directed in writing to Facilities Supervisor at sjuengst@hollyhillfl.org. Questions will be accepted until 3:00pm on May 10, 2016.

A certified check or bank draft, payable to the City of Holly Hill, Florida, or a satisfactory bid bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the bid, shall be submitted with each bid. NO bid shall be withdrawn for a period of one hundred twenty (120) days subsequent to the bid opening without the consent of the City of Holly Hill, Florida.

Upon award, the successful bidder will be required to furnish and pay for a satisfactory Contract one hundred percent (100%) Performance Payment Bond which must be recorded by the Clerk of the Court, Volusia County, and enter into a Contract for Services with the City of Holly Hill.

All bidders are required to complete and submit the "Public Entity Crime Sworn Statement", Form #PUR 7068, as designated by Florida Statutes, Section 287.133(3)(a), with their bids.

All bidders are required to submit complete drawings/representations of their proposals including equipment to be installed, type of materials used, footprint impacted and warranty information.

The City of Holly Hill is not responsible for the U.S. mail or private carriers or messengers in regards to mail being delivered by the specified time so that a bid can be considered.

No bids received after the time and date specified for the opening will be considered. The City of Holly Hill, Florida reserves the right to reject any and all bids, to waive any and all non-substantial irregularity in bids reviewed, whenever such rejection or waiver is in the best interest of the City.

Bids shall be addressed to City Clerk, City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, in a sealed envelope plainly marked on the outside: "Ross Point Playground - CDBG".

**CITY OF HOLLY HILL
VOLUSIA COUNTY, FLORIDA**

s/
Joseph Forte
City Manager

BID BOND
Exhibit H



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

MIRACLE RECREATION EQUIPMENT CO.
878 E. US Highway 60
Monett, MO 65708

SURETY:
(Name, legal status and principal place of business)

WESTCHESTER FIRE INSURANCE COMPANY
436 Walnut Street, WA10H
Philadelphia, PA 19106

OWNER:
(Name, legal status and address)

CITY OF HOLLY HILL

1065 Ridgewood Avenue, Holly Hill, FL 32117

BOND AMOUNT: Five percent of amount bid.
(5% of Amount Bid)

PROJECT:
(Name, location or address, and Project number, if any)

Ross Point Playground Equipment - CDBG, 611 Riverside Drive, Holly Hill, FL 32117 Project Number, if any:

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

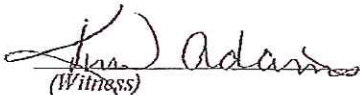
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

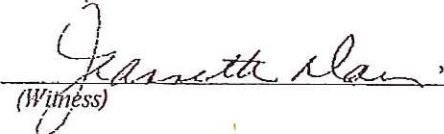
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of May, 2016


(Witness)


(Witness)

MIRACLE RECREATION EQUIPMENT CO.

(Principal)

(Title)

WESTCHESTER FIRE INSURANCE COMPANY

(Surety)

(Title)

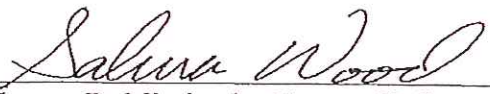
Jennifer Williams, Attorney in Fact

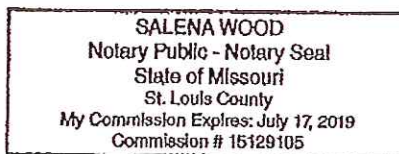
ACKNOWLEDGEMENT BY SURETY

STATE OF MISSOURI
COUNTY OF ST. LOUIS

On this 9th day of May, 2016, before me, Salena Wood, a Notary Public, within and for said County and State, personally appeared Jennifer Williams to me personally known to be the Attorney-in-Fact of and for Westchester Fire Insurance Company and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.


Notary Public in the State of Missouri
County of St. Louis



**REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND
CERTIFICATION**

(W-9 Form)

Exhibit I

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

Form W-9 (Rev. October 2007) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
Name (as shown on your income tax return) MIRACLE RECREATION EQUIPMENT CO		
Business name, if different from above ☐ Check appropriate box ☐ Individual proprietor ☒ Corporation ☐ Partnership ☐ Limited liability company, enter the tax classification (disregarded entity, Corporation, Partnership) ☐ Sole proprietorship ☐ Trust ☐ Estate ☐ Other		
Address (number, street, and apt. or suite no.) 878 HWY 60 City, state, and ZIP code MONETT MISSOURI Use account number(s) here (optional)		
Requester's name and address (optional)		
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see how to get a TIN on page 3. Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.		
Social security number or Employer identification number 43-1595099		
Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below). Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Form 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.		
Sign Here Signature of U.S. person Susan Miller	Date 5-9-16	
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Purpose of Form A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when appropriate, for: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income. Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9. Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are: • An individual who is a U.S. citizen or U.S. resident alien. • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States. • An estate (other than a foreign estate), or • A domestic trust (as defined in Regulations section 301.7701-7). Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partner's share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income. The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases: • The U.S. owner of a disregarded entity and not the entity,		

Cat. No. 10231X

Form W-9 (Rev. 10-2007)

HOLLY HILL COMMISSION RESOLUTION
Exhibit J

CONTRACT SUM
Exhibit K

See attached bid forms submitted by CONTRACTOR.

CONTRACT SUM

PROJECT: Ross Point Playground - CDBG

Name of Bidder: MIRACLE RECREATION EQUIPMENT CO
 Mailing Address: % MILLER RECREATION
 Street Address: 2017 91ST ST. N.W.
 CITY/State/Zip: BRADENTON FL 34209
 Phone Number: (941) 792-4580
 FAX Number: (941) 794-2909

ALL PRICES F.O.B. HOLLY HILL

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

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

*we are providing two choices
 This price sum is Proposal alternate #1*

Item No.	Description	Qty.	Unit	Unit Cost	Total
1.	Playground System	1	LS	\$ 35,612	\$ 35,612
2.	Provision of playground border	1	LS	\$ 1,047. ⁹⁶	\$ 1,047. ⁹⁶
3.	Installation Services	1	LS	\$ 8,012	\$ 8,012
4.	Mulch	1	LS	\$ 2,428	\$ 2,428
5.	Geotextile	1	LS	\$ 161. ⁸⁵	\$ 161. ⁸⁵
6.	ADA Ramp	1	LS	\$ 725	\$ 725
7.	Freight	1	LS	\$ 1,822. ⁶⁷	\$ 1,822. ⁶⁷
8.	Discounts	1	LS	\$ - 9,871	\$ - 9,871
	TOTAL BID:			\$ 39,938. ⁴⁸	\$ 39,938. ⁴⁸

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 3RD day of MAY, 2016.

MIRACLE RECREATION EQUIPMENT Co
(Name of PROPOSER)

Susan Miller
(Signature of person signing FORM)

Susan Miller
(Printed name of person signing FORM)

SALES REP
(Title of person signing FORM)

Sworn to and subscribed before me

This 3rd day of May, 2016.

[Signature]
Signature of Notary (& Stamp)
Notary Public, State of

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



RENDERINGS/DRAWINGS
Exhibit L

See attached renderings submitted by CONTRACTOR.

Ross Park Alternate
Holly Hill, Florida CD218608

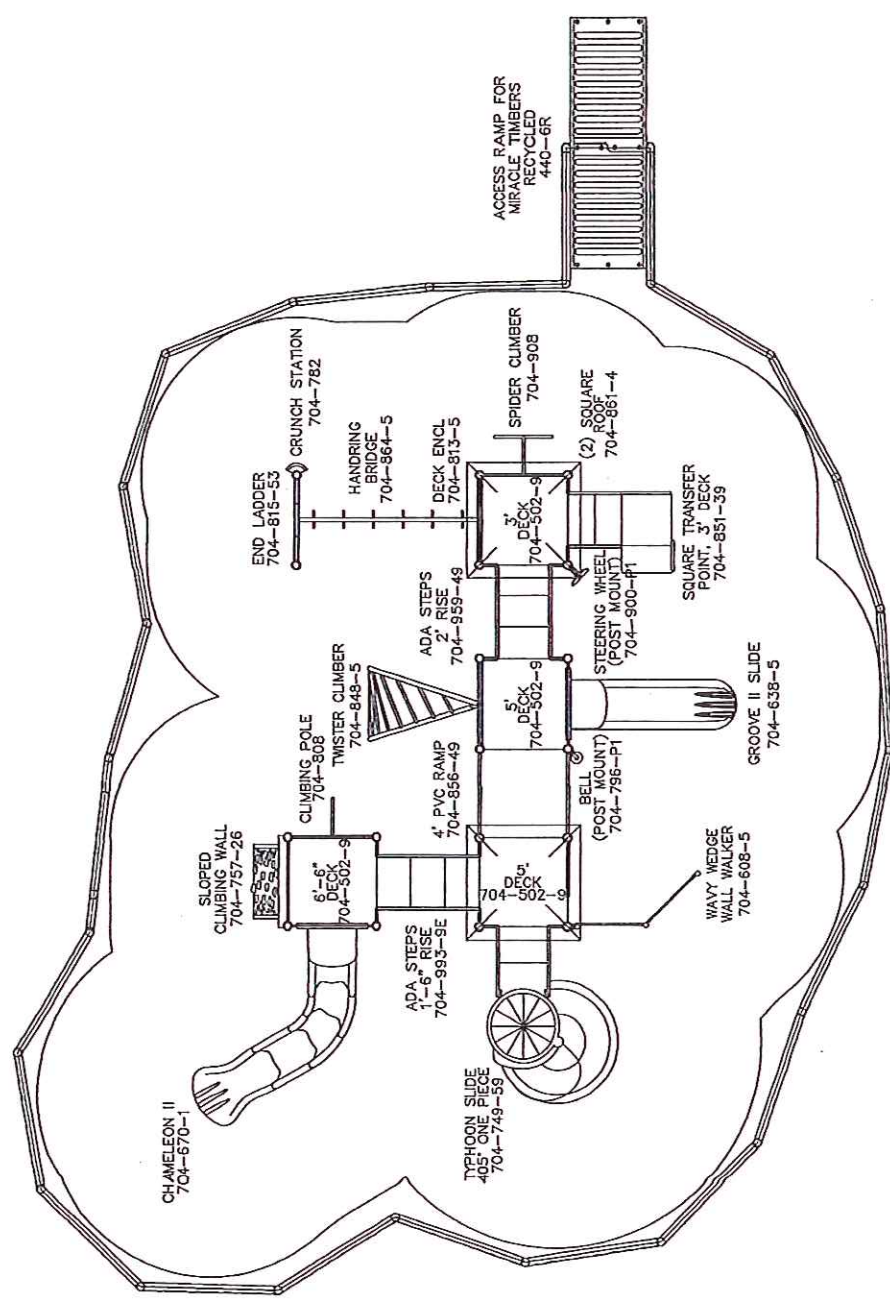
Attachment: Ross Point Proposed Contract Miracle Recreation (1358 : Ross Point Playground - CDBG)



ELEVATED PLAY ACTIVITIES - TOTAL	9	REQD	5
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER	9	REQD	0
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP	0	REQD	0
GROUND LEVEL ACTIVITY TYPE	3	REQD	3
GROUND LEVEL ACTIVITY QUANTITY	3	REQD	3

ROSS PARK ALTERNATE HOLLY HILL, FLORIDA

AREA: 1315 SQUARE FEET
PERIMETER: 150'
The information provided is for
estimation purposes only.



ACCESS RAMP FOR
MIRACLE TIMBERS
RECYCLED
440-6R

Play Area Capacity: 70-80



To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each play system's main entry point(s) to inform parents and supervisors of the age appropriateness of the play system and general rules for safe play.



THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487. AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS.	CD218607-608		✓	COMPLIES TO CPSC	DESIGNED FOR AGES 5-12 ADDITIONAL GROUND LEVEL ACCESSIBLE FITTING NEEDED FOR ADA COMPLIANCE TYPE: 0 QUANTITY: 0	SCALE: 1/8" = 1'-0"
	GROUND SPACE: 30' X 24' PROTECTIVE AREA: 44' X 31'		✓	COMPLIES TO ASTM		DATE: 5/10/2016
			✓	COMPLIES TO ADA		AR

WARRANTY DOCUMENTATION
Exhibit M

See attached warranty documentation submitted by CONTRACTOR.

• GENERAL SPECIFICATIONS

SAFETY STANDARDS & GUIDELINES All public playground equipment supplied shall meet all applicable provisions of the current "Handbook for Public Playground Safety" published by the Consumer Product Safety Commission (CPSC), and of ASTM F1487-01 "Standard Consumer Safety Performance Specification for Playground Equipment for Public Use," published by the American Society for Testing and Materials (ASTM). Products bearing the certification seal of the International Play Equipment Manufacturers Association (IPEMA) have received written validation of compliance with ASTM F1487-01.

TRADEMARKS Aquarius (R), Big Kahuna (R), Big Timber (R), Bongo (TM), Boulder Ridge (R), Bug Bites (R), Camel Back (TM), Center Stage (R), Chameleon (TM), Coil Curler (TM), Connexion (R), Dupli-Gator (R), Flex Jet (R), Flippo (TM), Flippopolamus (R), Fun Fone (TM), Fun Tunnel (R), Funnel Tunnel (TM), Funshades (TM), Gator Grip (R), Gemini (TM), Gravity (TM), Grizz-Lee Bear (R), Groove (TM), Groove II (R) Slide, Hang-A-Round (R), Interaxion (TM), JAX (R), Kidrox (R), Kids' Choice (R), Kids' Perch (TM), Legacy Cantilever (R), Legacy Contempo (R), Legacy Heritage (R), Libra (R), Linkz (TM), Loopz (TM), Mega Tower (R), Miracle (R), Miracle Recreation (R), MiracleTech (R), Mira-Cote (R), Mira-Lam (TM), Mira-Lene (TM), Mira-Therm2 (TM), Mogul (TM), Mountain Trail (R), N-Dure Cycle (R), Nexus (R), Observation Deck (R), Offspring (TM), OrbX (R), ParkWatch (TM), Pegasus (R), Perma-Guard (TM), Perseus (TM), Physics (R), Play Cover (R), Play Terrain (R), Power Pedaler (TM), Pull Up/Lift (R), Rainbow Bend (TM), Reflex (R), Relay Racer (R), Rock-ite (R), Rodeo Rocky (TM), Schnozz Womp (TM), Serpent Trek (TM), SiteBrite (TM), Sneak-A-View (TM), SonicScreen (R), Spray Stations (R), Sun Sparkle (TM), Surfer (R), Tensile Tough (TM), Tensile Tower (TM), Thunder Tunnel (TM), Timber Topper (TM), Toboggan (TM), Toddlers' Choice (R), Tots' Choice (R), Tots' Choice (R) Expansion, Tots' Choice (TM) for Toddlers, Trim Timber (R), Triple Play (TM), Typhoon (TM), Versalok (R), View Groove (TM), Wavy Waffle Wall Walker (TM), Webscapes (R), Whirlwind (TM), Xcalator (R), and X-Cavator (TM) are trademarks of Miracle Recreation Equipment Company. Tornado (TM), Multi-Pondo (TM), and Pirouette (TM) are trademarks of HAGS (TM). Miracle and HAGS are divisions of PlayPower, Inc. PlayPower (R) is a trademark of PlayPower, Inc.

QUALITY SYSTEM CERTIFICATION The manufacturer's quality system is certified to ISO 9001 since December 1998.

PRODUCT CHANGES At Miracle Recreation Equipment Company, we strive for the utmost in quality and safety in our entire product line. Therefore, in order to honor this commitment to you, our customers, we reserve the right to make changes on any product released and/or published in our annual catalog and other promotional or technical literature.

WARRANTY

Buyer agrees that products sold by Miracle Recreation Equipment Company carry only the following warranties:

1. **LIMITED WARRANTY FOR AS LONG AS YOU OWN THE PRODUCT** against structural failure due to corrosion or defects in materials and workmanship on aluminum deck posts, steel deck posts, the VersaLok (R) fastening system and associated fastening hardware.
2. **LIMITED FIFTEEN (15) YEAR WARRANTY** against structural failure due to corrosion or defects in materials and workmanship on steel support legs and Mira-Therm2 (TM) 2 on MEGA TOWER (R), TOTS' CHOICE (R), KIDS' CHOICE (R), CENTER STAGE (R), NEXUS (R) and Boulder Ridge (R) Rock Wall; on playsystem steel components including railings, rungs, and rigid climbers; and Rockite (R).
3. **LIMITED FIFTEEN (15) YEAR WARRANTY** against structural failure due to corrosion or defects in materials and workmanship on all Play Cover (R) steel frames.

4. **LIMITED TEN (10) YEAR WARRANTY** on Play Terrain (R) Rubber Mulch safety surfacing against total color loss and attenuation performance. Please contact your local representative for more information.

5. **LIMITED EIGHT (8) YEAR WARRANTY** on Play Terrain (R) Synthetic Turf safety surfacing for attenuation performance and appearance. Please contact your local representative for more information.

6. **LIMITED EIGHT (8) YEAR WARRANTY** against rot, UV deterioration and defects in materials and workmanship on all Play Cover (R) fabric (NOTE EXCEPTION - shades of red carry LIMITED THREE (3) YEAR WARRANTY).

7. **LIMITED FIVE (5) YEAR WARRANTY** against structural failure due to defects in materials or workmanship on Kidrox (R) Climbing Rocks.

8. **LIMITED FIVE (5) YEAR WARRANTY** against degradation of design loading capabilities on all Webscapes (R) Net Climbers and Nexus (R) Nets (NOTE EXCEPTION - Webscapes (R) Net Climbers and Nexus (R) Nets carry a LIMITED ONE (1) YEAR WARRANTY against defects in materials and workmanship).

9. **LIMITED THREE (3) YEAR WARRANTY** against structural failure due to defects in materials or workmanship on Trim Timbers (TM).

10. **LIMITED ONE (1) YEAR WARRANTY** against failure due to defects in materials or workmanship on Slashproof Swing Seats and 360 degree Bucket Tot Seats for Swings.

11. **LIMITED ONE (1) YEAR WARRANTY** against structural failure due to defects in materials and workmanship on the following products and components: TODDLERS' CHOICE (R) main support materials and decks; pool slide support structures, stairways, landings and railings; and bleachers.

12. **LIMITED ONE (1) YEAR WARRANTY** against structural failure due to defects in materials and workmanship on all MiracleTech (R) Security products, including ParkWatch (TM), SonicScreen (R) and SiteBrite (TM).

13. **LIMITED ONE (1) YEAR WARRANTY** against structural failure due to defects in materials and workmanship for all products and components that are not specifically listed above, including, without limitation, all moving parts, such as swing hangers, swivels, chains, whirly, trolleys and flexible climbers.

BUYER'S REMEDY: If any products prove defective or non-conforming under normal use and within the above-prescribed warranty periods, Buyer must promptly notify Miracle in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Miracle will within a reasonable time and in its sole discretion repair or replace such defective or non-conforming product by providing replacement products or part(s) free of charge to the site. Miracle's limited warranties do not cover the cost of labor to remove defective or non-conforming part(s) or to install repaired or replacement part(s).

All warranty periods begin on the date of Miracle's invoice. Repaired and/or replacement part(s) are warranted only for the balance of the original limited warranty. All warranties extend only to the original Buyer/end user of products from Miracle or Miracle's authorized reseller and are not transferable.

These limited warranties apply only to Miracle products that are erected and installed in conformance with Miracle's installation instructions, and that are maintained and inspected in conformance with Miracle's maintenance and operational instructions. These limited warranties specifically do not cover Miracle products: that have been modified, altered, or misused; that have not been used as designed or intended; to which non-Miracle parts have been added or substituted; or that have been damaged due to excessive wear and tear, vandalism, abnormal use, abuse, negligence, extraordinary weather or acts of God. MiracleTech Security (R) systems limited warranties do not cover products serviced or repaired by unauthorized service providers. These limited warranties do not protect against color fade, except for PlayCover (R) as noted above. Buyer, by acceptance and use of these limited warranties, waives any rights it would otherwise have to claim or assert that this limited warranty fails of its essential purpose. Buyer agrees that venue for any court action to enforce these limited warranties shall be in Barry or Greene Counties in the State of Missouri.

EXCEPT AS EXPRESSLY WARRANTED HEREIN, MIRACLE EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM COURSE OF DEALING OR USAGE OF TRADE. IN NO EVENT SHALL MIRACLE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER BASED UPON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES OR OTHER PECUNIARY LOSS).

*Consult Miracle's "Glossary of Technical Data for Materials, Processes and Finishes"
for specifications of items listed in bold type.*

- **TOTS' CHOICE EXPANSION (TCX) DECKS** shall be Mira-Therm2 deck models designed for use with Tots' Choice 3-1/2" deck posts, which shall feature an inside dimension of 43" (like standard Kids' Choice decks) to accommodate Kids' Choice type (TCX) components instead of Tots' Choice components. The TCX Triangle Split Deck is an isosceles triangle play surface designed to be used as a Step Platform at 18" and lower for 2-5 year old users or 30" and lower for 5-12 year old users. The deck shall be constructed of folded 11 ga. steel sheet forming 3" tall sides with 3/16" x 1-1/2" flat steel braces solid welded. The decking shall be perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center and primer coated prior to polyvinyl coating. The assembly shall contain **Versalok Fasteners and Fastener Style A hardware**. All deck surfaces shall have a **Mira-Therm2 or Mira-Therm2 PE finish**. Clamps shall have a **Mira-Cote finish**. The TCX/TC Transition Deck (Model # 704-512-9) shall be an adaptor platform with one side designed for attachment to a standard Tots' Choice deck or component (i.e. one side shall have an inside dimension of 38-1/2") while its remaining sides shall accommodate TCX components or decks (i.e. three sides shall have inside dimensions of 43"). The TCX/KC Transition Deck (Model # 704-514-9) shall be an adaptor platform with one side designed for attachment to a Tots' Choice Expansion deck (i.e. one side shall have two corners for 3-1/2" O.D. posts) while its opposite side shall be designed for attachment to a Kids' Choice deck (i.e. it has two corners for 5" O.D. posts). The two sides in between shall accommodate TCX components. (All sides shall have inside dimensions of 43".) The TCX Triangle Deck (Model # 704-501-9) shall require 3 posts and shall have a deck top surface area of 6.47 sq. ft. The TCX Square Deck (Model # 704-502-9) shall require 4 posts and shall have a deck top surface area of 14.82 sq. ft. The TCX Half Hex Deck (Full) (Model # 704-503-9) shall require 4 posts and shall have a deck top surface area of 19.44 sq. ft. The TCX Half Hex Deck (Open) (Model # 704-504-9) shall require 5 posts and shall have a deck top surface area of 19.40 sq. ft. The TCX Rectangle Deck (Open) (Model # 704-510-9) shall require 6 posts and shall have a deck top surface area of 29.43 sq. ft. The TCX/TC Transition Deck shall require 4 posts and shall have a deck top surface area of 13.99 sq. ft. The TCX/KC Transition Deck shall require two 3-1/2" O.D. posts and two 5" O.D. posts and shall have a deck top surface area of 14.74 sq. ft. The TCX Flippo Deck (Model # 704-515-9) shall require 4 posts and shall have a deck top surface of 18.95 sq. ft. TCX Flippo Deck shall only be used with Model # 704-770-9. With the exception of the TCX/KC Transition Deck, the TCX decks shall be designed on a 46-1/2" center-to-center spacing on 3-1/2" deck posts, at equal or varied heights. All deck-to-post connections shall be made with a deck support casting and clamp. All deck connections shall be made beneath the deck with no exposed fasteners on deck perimeter. All decks shall be constructed with folded 11 ga. steel sheet forming 3" tall sides. Decking sheets shall be perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. The decking shall have 7 ga. by 2" flat steel braces and corner braces of 7 ga. steel. The entire assembly shall be solid welded prior to polyvinyl coating. The assembly shall contain **Versalok Fasteners and Fastener Style A hardware**. All deck surfaces shall be coated in **Mira-Therm2**. Clamps and castings shall have a **Mira-Cote finish**.

- **TOTS' CHOICE STEEL POSTS:** The steel posts shall be constructed of 3-1/2" tube with 3-1/2" round end caps mechanically fastened to the top end. Posts for roof attachment shall not receive end caps. After fabrication, all posts and end caps shall have a **Mira-Cote finish**.

- **TOTS' CHOICE EXPANSION MIRA-THERM2 RAMPS AND ARCHED BRIDGES** shall include a 4' level ramp, with spoked enclosures, between decks and arched bridges, with spoked enclosures, spanning 4' and 12' long. Arched bridges meet 1:12 slope guidelines. The ramp and arched bridge sections shall be constructed with folded 11 ga. steel sheet forming 3" tall sides. Decking sheets shall be perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. Braces shall be 1/4" x 1-1/2" flat. The entire assembly shall be solid welded. Each handrail assembly shall consist of a top and bottom rail and spoked upright infill. The top and bottom rails shall be constructed of 1" pipe; the uprights shall be 1" tube. The assemblies shall be solid welded. End uprights (and middle uprights for Model # 704-970-129) shall have mashed and drilled bottom ends for field attachment to ramp or bridge assemblies. Versalok Fasteners for deck and component attachment shall be aluminum alloy. All fastening hardware shall be Fastener Style A. The enclosures and Versalok Fasteners shall be finished in Mira-Cote. The ramp and bridge sections shall be coated in Mira-Therm2 or Mira-Therm2 PE.

- **ENCLOSURE ASSEMBLY** shall consist of enclosure rails and uprights. The enclosure rails shall be constructed of 1" pipe (except Tots' Choice models which shall be 1" tube), drilled, with plastic pipe plugs inserted in the open ends. The uprights shall be constructed of 3/4" x 1" oval tube (except Tots' Choice models which shall be 1" tube), mashed on both ends. The enclosure assemblies shall be solid welded. The enclosure assemblies shall have a Mira-Cote finish.

- **END LADDER** shall comprise two uprights with horizontal rungs solid welded between. Models with no footings shall also have a 41-1/2" (KC and TCX) or 37" (TC) long bottom rung comprised of 1" pipe, solid welded to uprights. The rungs and uprights shall be constructed of 1" pipe, formed. End ladder shall measure 104-1/4" x 37-1/4"; end ladder with 1' top rung shall measure 39-1/4" x 37-1/4"; end ladder with 2' top rung shall measure 51-1/4" x 37-1/4"; end ladder with 3' top rung shall measure 63-1/4" x 37-1/4". All Versalok Fasteners for deck and component attachment shall be aluminum alloy. All hardware shall be Fastener Style A. The Versalok Fasteners and ladders shall have a Mira-Cote finish.

- **CLIMBING POLE/SPIDER CLIMBER/BUMPER LADDER/SPIRAL CLIMBER/CLIFF CLIMBER/TRAP DOOR CLIMBER** shall each be used as an entry to or an exit from a deck. The cliff climber side rails and rungs shall be constructed of 1" pipe, formed, drilled and all solid welded construction, with an extension tube constructed of 1-1/4" pipe, 10 ga. The trap door climber pole shall be formed 1-1/4" pipe. The "U" shaped rungs shall be formed 1" pipe. The extension shall have a 3/8" aluminum insert. The climber shall be a welded assembly. The climbing pole shall be constructed of 1" pipe, 12 ga. The spider climber pole and "U" shaped rungs shall be formed 1" pipe, solid welded. The spiral climber shall be constructed of 1" pipe, formed, drilled and all solid welded construction with plastic pipe plugs inserted in open ends. For the Tots' Choice system, the spiral climber center pole shall be constructed of 1" pipe, formed, drilled and all solid welded construction with plastic pipe plugs inserted in open ends and the spiral shall be constructed of 1" tube and shall be attached to the center pole by means of six spacers, also constructed of 1" tube. The assembly shall be solid welded. The bumper ladder shall be constructed of Rockite bumpers supported internally by a pole constructed of 1" pipe, 10 ga. Each bumper shall measure 18" high x 19" wide. The Kids' Choice arch enclosure assembly shall consist of top supports, a bottom support, and an arched upright, which shall be constructed of 1" pipe, formed, mashed, and punched, with vertical infill of 3/4" x 1" oval tube. The Tots' Choice arch enclosure shall comprise two top supports and infill of 1" tube and a climbing pole support and arch support of 1" pipe, all solid welded. Kids' Choice arch enclosure for split decks shall consist of top rails, a receiver tube, an arched upright and outer upright, which shall be constructed of 1" pipe, drilled, formed and mashed, and vertical spokes which shall be constructed of 3/4" x 1" oval tube. The enclosure assembly shall be solid welded. Enclosure shall measure 55" in width and 62" in height. All enclosure assemblies shall have an extension tube of 1" pipe, 10 ga. Enclosure assemblies shall be solid welded. For models with the nature arch enclosure, enclosure shall comprise two top supports and arched upright of 1" pipe solid welded. Brackets of 11 ga. galvanized sheet steel are stitch welded to the 1" pipe frame. Boards of 1" x 5.5" recycled plastic and wood composite are fastened to the frame with Fastener Style A hardware. The sleeve support shall be constructed of 1-1/4" pipe, 10 ga., solid welded to the arch. The cliff climber, trap door climber, climbing pole, spiral climber, bumper ladder pole, and enclosure assembly shall have a Mira-Cote finish. The Rockite bumpers shall have color molded in.

- **CLIMBING WALLS, VERTICAL AND SLOPED (KIDS' CHOICE & TCX ONLY)** shall consist of an arch entry deck enclosure and panel sections with climbing holds fastened to a steel frame. The rails and archway of the enclosure assembly shall be constructed of 1" pipe, with vertical rungs of 1" tube, solid welded. For models that have the Nature Arch enclosure, enclosure shall comprise two top supports and arched upright of 1" pipe solid welded. Brackets of 11 ga. galvanized sheet steel are stitch welded to the 1" pipe frame. Boards of 1" x 5.5" recycled plastic and wood composite are fastened to the frame with Fastener Style A hardware. The panels shall be constructed of high density polyethylene sheets. The climbing holds shall be constructed of molded sand and polyester resin mixture. The frame shall comprise vertical outer rails (which serve as legs) constructed of 2" square tube, solid welded to horizontal support rails of 1-1/2" square tube and 11 ga. galvanized 1-1/2" x 3" rectangular tube. The fill block shall be folded 11 ga. steel sheet, perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart, center-to-center, solid welded with 7 ga. by 2" flat steel braces. TCX Model # 704-757-25, Model # 704-757-26, and Model # 704-757-28 shall be solid welded with 11 ga.

x 2" flat steel braces. TCX Mode # 704-757-34 shall be solid welded with 11 ga. The assembly shall contain Versalok Fasteners and Fastener Style A hardware. The enclosure, frame, and clamps shall have a Mira-Cote finish. The fill block shall be finished in Mira-Therm2 or Mira-Therm2 PE.

- **TWISTER CLIMBER** shall be a deck-mounted rung climbing challenge that twists 90 degrees from ground level to 5', 6'-6" or 8' heights for Kids' Choice, or 5' or 6' deck heights for Tots' Choice and Tots' Choice Expansion. Climber assembly shall comprise an upright, lower side rail, upper side rail, end rail, and tee frame assembly of 1" pipe, with 10 climbing rungs of 1" pipe Gator Grip. Rungs shall measure (ascending) 34-1/8", 34-3/16", 34-1/16", 33-3/4", 33-3/4", 34-3/8", 33-3/4", 33-11/16", 33", and 32-5/8". Climber bracket shall be constructed of 7 ga. sheet. Enclosures shall each comprise a handhold of 1" pipe Gator Grip, 37-5/16" in length and a spoke of 3/4" x 1" oval tube, 34-9/16" in length. The tee frame shall be constructed of 2" pipe. The assembly shall contain Versalok Fasteners and Fastener Style A hardware. The enclosures, tee frame and climber assembly shall have a Mira-Cote finish.

- **WAVY WEDGE WALL WALKER** shall be a graduated, ground-to-deck or deck-to-deck climber featuring waved panels with hand and foot holds for an exhilarating wall scaling experience. Ground-to-deck models shall rise to either a 3', 3'-6", 4', 4'-6", 5', 5'-6", 6', 6'-6", 7', 7'-6" or 8' deck, while deck-to-deck models shall have an 18" or 54" rise. The climber assembly shall comprise panels, panel brackets, posts and post brackets, deck attachment tubes, and one-sided enclosures. Panels shall be constructed of 3/4" thick Mira-Lene. Panel brackets shall be constructed of 11 ga. sheet. Posts shall be constructed of 2" pipe. Post brackets shall be constructed of 7 ga. sheet, solid welded to posts. All posts shall be topped with a 2" pipe cap. Post for 8' height shall measure 148"; post for 6'-6" height shall measure 130"; post for 5' height will measure 112"; end post shall measure 94". Deck attachment tube shall be constructed of 2" square tube with a square cap of 12 ga. sheet and stub support arms of 1" pipe. Assembly shall be solid welded. Deck attachment tube shall measure 56" in length. One sided enclosure shall comprise an outer upright, cross bars, and upright enclosure of 1" pipe. Spokes shall be constructed of 3/4" x 1" oval tube. All models shall contain Versalok Fasteners and Fastener Style A hardware.

- **HANDRING BRIDGES** shall be overhead climber assemblies. The header assembly shall consist of the header beam, with welded bushing sleeves and cross bars. The header beam and cross bars shall be constructed of 2" pipe (except Tots' Choice models which shall have cross bars of 1" pipe with stubs of 1" tube). The bushing sleeves shall be segments of 1-1/4" OD x 9/16 ID steel pipe. The entire assembly shall be solid welded. The handrings shall be triangular in shape and constructed of ductile iron, grade 60-40-18. For models with optional end climbers, the end climber assembly shall be constructed of 1" pipe (except Tots' Choice models which shall be 1" tube), formed. The assembly shall be solid welded. For models with optional deck enclosures, the enclosure assemblies shall consist of enclosure rails and uprights. The enclosure rails shall be constructed of 1" pipe (except Tots' Choice models which shall be 1" tube), formed, mashed and punched. The uprights shall be constructed of 3/4" x 1" oval tube (except Tots' Choice models which shall be 1" tube), mashed on both ends. The enclosure assemblies shall be solid welded. The posts shall be constructed and finished in the same manner as deck posts (The Kids' Choice system also offers an option of aluminum posts for this component.) Kids Choice shall also offer attachment to a Nexus post, which shall be constructed of 5" tube, 11 ga. with 5" round end caps pressed in at the factory. Each assembly shall include Versalok Fasteners and Fastener Style A and Fastener Style B hardware. The header, end climber, and enclosure assemblies shall be finished in Mira-Cote. The handrings shall be zinc plated.

- **MIRA-THERM2 SQUARE TRANSFER POINTS** shall be designed to assist disabled users gain access to and egress from a deck system. The stair assembly shall be constructed of 11 ga. steel stringers solid welded to 11 ga. steel sheet decking that is perforated in a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center. Approximate dimensions of stair assembly shall be 26" overall width, 14" deep step tread and 8" high step rise. The 26" square (approximate) transfer point shall be constructed of 11 ga. steel sheet folded to form approximately 3" high sidewalls. The decking shall be perforated as described above. It shall be reinforced with cross braces of 3/16" x 2" HR flat solid welded. The bottom step shall be constructed of 11 ga. steel sheet (with folded edges) perforated as described above. The step shall be approximately 26" wide by 14" deep by 6-1/2" high. Kids' Choice deck enclosures shall be constructed of formed 1" pipe, including a welded upright of the same material. Tots' Choice deck enclosures shall be constructed of 1" pipe and a formed and welded upright of 1" tube. Each deck enclosure assembly shall be drilled for field assembly of a stair handrail, and shall have its bottom end mashed and punched for field assembly to deck. Stair handrail assemblies shall be welded upper and lower handrails of formed 1" pipe. Closed handrails shall contain vertical uprights of 3/4" x 1" oval tube welded within. Swaged handrail extensions for field assembly to handrails shall be constructed of 1" pipe. A transfer deck handrail constructed of formed 1" pipe shall be field assembled to one handrail newel upright and transfer point deck edge. Models designed for assembly to 5' and 6' or 6'-6" decks shall contain handrail sleeve supports constructed of 1-1/4" pipe, 10 ga. The "U"-shaped transfer step handrail shall be formed 1" pipe, drilled for field assembly to transfer point deck and bottom step. Its apex shall be 36-1/8" from finished grade. The rung leg shall be 1" pipe with ends mashed and punched for field assembly to bottom step. The assembly shall contain Versalok Fasteners and Fastener Style A hardware. The stairs, bottom step, and

transfer point deck shall be finished in Mira-Therm2 or Mira-Therm2 PE. The deck enclosures, handrails, extensions, sleeves, leg and clamps shall be finished in Mira-Cote.

- **SQUARE ROOF:** The square roof shall measure 60" square by 32" high and shall be constructed of double wall Rockite with a shingle pattern. The roof shall attach to the top of posts with four roof brackets. For Kids' Choice, the roof brackets shall be constructed of 4" Sch 40 pipe welded to a 5" x 18-1/2" plate made of 11ga. A-60 Galvannealed. For Tots' Choice Expansion, the roof brackets shall be constructed of 3-1/4" Sch 40 pipe welded to a 6" x 20" plate made of 11 ga. A-60 Galvannealed. Roof clearance for the square roof shall be 72" from deck surface to roof edge. The Rockite roof shall have color molded in. The roof brackets shall have a Mira-Cote finish.

- **CHAMELEON II SLIDE SYSTEM** shall feature interchangeable bedway sections to present maximum versatility in design configuration. The componentized, open bedway slide assembly may be attached to 2'-6" - 8' decks. The bedway sections, entry panel and exit section shall be constructed of double wall Rockite with a 18" bedway and 13-3/4" high sidewalls. The entry panel shall be supported by a rung of 1" pipe. The "T" front leg shall be constructed of 1.5" X 16 ga. square tube and a bracket of 7 ga. galvanized sheet steel. Support legs shall be constructed of 1.66 OD x 13 ga. tube and a mounting bracket of 7 ga. sheet, solid welded. The assembly shall contain Versalok Fasteners and Fastener Style A hardware. The rung, front leg, support legs and leg brackets shall have a Mira-Cote finish. The Rockite slide sections shall have color molded in.

- **GROOVE II SLIDES** shall feature a hooded canopy and a streamline slide design. Groove II is designed to exit from 4', 5', 6'-6" or 8' decks. The canopy panel and one-piece slide shall be constructed of double wall Rockite. The slide shall have 6" high side rails, an overall width of 25" and 18" wide sliding surface and approximate 7' (4' decks) bedway length, 9' (5' decks) bedway length, 12' (6'-6" decks) bedway length and 15' (8' decks) bedway length. The canopy panel shall be field mounted to deck and post clamps via a 41-1/2" long rung constructed of 1" pipe. The leg shall be 2" pipe, welded to an 11 ga. A-60 Galvannealed mounting bracket. Each assembly shall contain Versalok Fasteners and Fastener Style A hardware. The rung, legs and clamps shall have a Mira-Cote finish. The Rockite slide and canopy shall have molded-in color.

- **MIRA-THERM2 TYPHOON II SPIRAL SLIDES** shall be 360 degree, one-piece, open bedway spiral slides with two-color barrel canopy and step or ramp assembly, designed for attachment to 4', 5', 6' and 6'-6" decks. The slide bedway shall be constructed of 1/4" to 5/16" wall Rockite. The slide bedway shall be 30" wide with a 15" high side wall. The center post shall be constructed of 4-1/2" tube. The step assembly shall be constructed of 11 ga. steel sheet folded and perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center, solid welded to stringers of 7 ga. black steel. The handrail assembly shall consist of a top and bottom rail and newel post, formed, constructed of 1" pipe with infill of 3/4" x 1" oval tube. The step enclosure assembly shall be solid welded and plastic pipe plugs shall close open ends. The deck enclosures shall consist of a vertical rail, and top and bottom rail, formed, constructed of 1" pipe with an upright of 3/4" x 1" oval tube, and 3/8" aluminum inserts in the rail ends for attachment to the step enclosures. The deck enclosure assemblies shall be solid welded. The 35" platform barrel shall be Rockite, with a canopy painted alternating colors with polyurethane paint. The barrel shall have molded-in view grooves for viewing children. The back-up plate used to connect the step assembly and the barrel shall be constructed of 1/4" x 1" x 6" flat steel. The front leg shall be constructed of 2" pipe and shall be attached to the slide using a channel constructed of 7 ga. sheet. Each assembly shall contain Versalok Fasteners and Fastener Style A hardware. The Rockite slide and platform canopy shall have color molded in. The step shall be finished in Mira-Therm2 or Mira-Therm2 PE. The handrail assemblies, deck enclosures, front leg, and clamps shall have a Mira-Cote finish. The back-up plate shall have a zinc plate finish.

- **MIRA-THERM2 ATA STAIRS BETWEEN DECKS** shall be stair assemblies, with spoked or open handrails, designed to connect decks of different heights. The steps shall be constructed of 7 ga. steel stringers with treads constructed of 11 ga. steel sheet perforated with a staggered pattern of 3/8" diameter holes at 5/8" apart center-to-center, solid welded, with polyvinyl coating. The braces shall be constructed of 11 ga. black. The spoked handrails shall consist of a top and bottom rail and newel post, all of 1" pipe, and uprights constructed of 3/4" x 1" oval tube, all solid welded, with plastic pipe plugs inserted in open ends. Top rails shall have 3/8" aluminum inserts. The open handrails shall consist of a top and bottom rail and newel post of 1" pipe, all solid welded, with plastic pipe plugs inserted in open ends. Top rails shall have 3/8" aluminum inserts. The top deck enclosure shall consist of enclosure rails and an upright, both to be constructed of 1" pipe, drilled and solid welded, with one end of upright mashed for field attachment to deck. The bottom deck enclosure shall consist of horizontal rails and an upright of 1" pipe, drilled and solid welded, and a spoke upright of 3/4" x 1" oval tube. The upright shall be mashed on one end for field attachment to deck. Inserted in open ends will be plastic pipe plugs. The assembly shall include Fastener Style A hardware and Versalok Fasteners. The step assemblies shall be finished in Mira-Therm2 or Mira-Therm2 PE. The deck enclosures, handrails, and clamps shall be finished in Mira-Cote.

- **ACCESS RAMP FOR MIRACLE TIMBERS** shall be designed to provide a gradual slope to traverse from ground level up onto the protective surfacing materials which fill a Timber closure. The assembly shall contain two ramp sections, a Single Timber, a Single Timber with Two Male Ends, and 13 stakes. Upon installation, loose-fill protective surfacing must fill Timber closure and overlay enclosed section of Access Ramp to apex level. The interlocking ramp sections shall be constructed of 1/4" thick Rockite or Recycled Rockite measuring 66" long by 40" wide with a 4-1/2" stub molded in, a rise of 6-1/2" and 2-1/2" side rails. Timbers shall be constructed of Rockite or Recycled Rockite and shall measure 4" thick by 12" high by approximately 76" long. Recycled Rockite is produced from resins obtained from finished Rockite trim which has been cut, ground, and pulverized into a powdered state. Stakes shall be constructed of 3/4" hot dipped galvanized steel bar 30" in length. Rockite components shall have color molded in. Recycled Rockite shall be available in black only. Stakes shall have a galvanized finish.

- **CRUNCH STATION** shall be a semi-circular horizontal rung assembly designed for mounting on a 5" steel deck post with the rung set 50" - 80" from finished grade. The Crunch Station shall enable the user to perform leg lifts and crunches in a standing position. It shall be constructed of a cut and formed 1" pipe segment solid welded to support and bolt plates of 7 ga. galvanized steel. All hardware shall be Fastener Style A. The assembly shall have a Mira-Cote finish.

- **MIRACLE TIMBERS** shall be used to surround or enclose playground areas. Model # 440, # 440R, # 440-1, and # 440-1R Male and Female Length Adapters shall permit installers to shorten Timber sections to achieve closure of Timber framework. Model # 440-12 and # 440-12R shall be Rockite barriers molded to resemble a brick wall section 12" high. Model # 440-24 and # 440-24R shall comprise two single sections slacked to resemble a brick wall 24" high. Model # 440-3 and # 440-3R Timber Opening Kits shall comprise two Rounded End Caps to form an opening, and one Male Length Adapter used to give Timber two male ends rather than one. Miracle recommends an opening of 36" minimum. All barrier sections shall be supplied with stakes which hold the timbers together and in place. The Miracle Timbers shall be constructed of Rockite or recycled Rockite and shall measure 4" thick x 12" high x approximately 76" long. Each of two End Adapters shall have a female end and a rounded end to create an opening in the Timber framework. End Caps shall be constructed of Rockite or recycled Rockite and shall measure 4" thick x 12" high x approximately 20" long. Recycled Rockite shall be produced from resins obtained from finished Rockite trim which has been cut, ground, and pulverized into a powdered state. Male and Female Length Adapters shall contain stubs for staking the final timber and two stubs to be inserted and fastened (in the field) into the end of a cut timber. Male Length Adapter used in Timber Opening Kit shall be used to fix one timber for mating a Rounded End Cap. Both models shall be constructed of Rockite or recycled Rockite measuring 4" thick x 12" high x 12" long. The stakes shall be constructed of 3/4" hot dipped galvanized steel bar either 30" (for single timbers) or 42" (for double-stacked.) Two stakes shall be required per timber section, 36" on center. Stakes positioned at timber section ends shall be shared by other sections. All hardware shall be Fastener Style A. Timbers, End Caps and Adapters shall have color molded in. Recycled Rockite components shall be available only in black. The stakes shall have a galvanized finish.

- **BELL, POST MOUNT** shall be designed to provide noisy, imaginative play to any pre-existing deck post. The Bell Assembly shall consist of a Bell, A Bell Support, a 6-link Chain, and eyebolt, and Fastener Style A hardware. The Bell shall be constructed of A-60 Galvanized. The Bell Support shall be constructed of 1" pipe, Gator Grip. The Bell Chain shall be constructed of 4/0 straight link coil chain. The Bell shall have a Mira-Cote finish.

- **STEERING WHEEL, POST MOUNT** shall be designed to provide driving stimulation on any pre-existing deck post. The steering wheel shall be constructed of a high-density blow-molded polyethylene produced from high performance, U.V. stabilized resins with a comprehensive additive package. These resins shall be tested in accordance with ASTM testing procedures D-1505, D-1248, D-1693(b), D-638, D-790 and D-746. Resin's properties shall exhibit a balance of toughness, rigidity, environmental stress crack resistance and excellent low temperature impact performance. Wall thickness shall be 1/8". The steering wheel hub cover shall be constructed of injection-molded polypropylene which shall contain U.V. light stabilizers. The Steering Column shall be constructed of 2" pipe. The assembly shall contain Fastener Style A hardware. The Steering Column shall have a Mira-Cote finish.

Technical Data for Processes and Finishes

of the Highlighted Items

- aluminum alloy conforms to the following: ASTM 356, ANSI 322, Chrysler MS 2417 and General Motors GM 4323-M. Parts or components constructed of aluminum alloy are either *sand cast* or *die cast*. *Sand cast aluminum alloy* is 319 with tensile strength of 27,000 p.s.i. and yield strength of 18,000 p.s.i. *Die cast aluminum alloy* is 383.1 with tensile strength of 45,000 p.s.i. and yield strength of 22,000 p.s.i.
- 4/0 straight link coil chain is hot dipped galvanized with a 670 pound working load limit. All chain shall be manufactured to ASTM A467-86A Class CS specifications.
- Mira-Therm2 coated chain is a welded chain with links sufficiently wide to allow them to pass one another freely, eliminating the tendency to kink. The links are low carbon zinc plated steel with a polyvinyl chloride coating.
- Versalok Fasteners (R) are cast aluminum alloy. Each fastener consists of two die cast aluminum alloy "half ring" pieces, which were designed to fasten onto the round posts by use of a male/female interlock. For 3-1/2" post, outside dimension of the completed fastener (joined "half-rings") is 5". For 5" post, outside dimension of the completed fastener is 6-1/2". *Rungs and components* connect to clamps on posts by means of die cast aluminum alloy, two-piece socket receptors which may be assembled to a previously-installed clamp ring and secured to the clamp and component by set screws (and tek screws in some cases). *Decks* connect to clamps on posts by means of die cast aluminum alloy, one-piece deck support castings. The clamp assembly and socket receptor have a Mira-Cote finish. Kids' Choice components with 2" pipe mounting points attach to 5" posts using aluminum alloy sand cast header supports.
- 3-1/2" round end cap is die cast aluminum alloy.
- 5" round end cap is die cast aluminum alloy.
- Fastener Style A is a corrosion resistant, 18-8, stainless steel, vandal resistant fastener.
- Fastener Style B is an all aluminum blind rivet or aluminum drive rivet with stainless steel pin. Both are corrosion resistant and vandal resistant fasteners.
- Flo-Coat (R) is a patented triple coat corrosion protection process of Allied Tube and Conduit's Mechanical Tube Division, wherein steel pipe or tube first receives a hot-dipped uniform zinc galvanized coating followed by a conversion coating followed by a clear, high performance organic polymer coating. The interior of the tube has an 81% minimum zinc rich primer applied, capable of providing excellent rust protection and fabrication characteristics. All coatings are applied inside and out after welding. Flo-Coat processed tube exceeds the test results of galvanized Sch 40 pipe in salt spray tests conducted in accordance with ASTM B-117. The term "Flo-Coat" is a registered trademark of Allied Tube and Conduit, used with permission.

- GATOR GRIP (TM) is a three dimensional textured pattern exclusive to Miracle, embossed in steel to a depth of .014" to .017".
- A-60 Galvannealed indicates that a coating of .60 ounces of zinc per square foot alloyed with substrate steel has been applied on each surface side.
- Mira-Cote (TM) is a Super Durable formulation of a polyester powder coating finish that is applied to a thickness of 3-5 mil. This finish gives metal parts long term protection from chipping, fading and peeling. Miracle's finishing system washes the metal parts with detergent and etches the metal for optimum adhesion. The part is then rinsed clean with water. Next the part is coated with a non-chromic sealer and dried. The Mira-Cote powder is then applied electrostatically to the metal part. The metal parts are then baked at a high temperature to fuse a hard, smooth durable finish to the metal. Mira-Cote has an impact value of 160 in. lbs., flexibility value of 180 degree-1/4" mandrel, shore hardness value H and a crosshatch adhesion of 100%. Mira-Cote is tested in accordance with ASTM D-792, D-523, D-2794, D-1737, D-3363, D-3359 (b), B117 and D-2247. Mira-Cote will withstand over a 1,500 hours of salt spray exposure and 1,500 hours of weatherometer testing with minimal loss of gloss and color.
- Mira-Therm2 PE is a non-toxic copolymer polyethylene coating applied to a thickness of 1/16". Mira-Therm2 PE contains U.V. light stabilizers, anti-microbial additives and color pigments. Mira-Therm2 PE contains no orthophthalates or other banned substances. Mira-Therm2 PE is a proprietary brand of PE coating. Materials are tested in accordance with ASTM D-638, ASTM D-412, ASTM D-2240 and ASTM D-1004. Mira-Therm2 PE meets the FMVS 302 flammability rating, the requirements of California State Law and the 2008 CPSI Act.
- pipe sized tube is 1010 hot rolled, Flo-Coat, galvanized pipe manufactured from steel, cold formed and high frequency induction welded continuously. It conforms to ASTM A-135 and ASTM A-500 and is tested in accordance with ASTM E-8.
- schedule 40 galvanized pipe consists of a hot dip process of coating the pipe inside and out with not less than 1.6 ounces per square foot with an average of 1.8 ounces per square foot. Schedule 40 pipe conforms to ASTM standards A-53.
- 1" pipe is GATOR GRIP embossed 14 ga., 1" pipe sized tube (1.315" OD; approx. 1-5/16" OD.)
- 1" pipe, 10 ga. is 10 ga., 1" pipe sized tube (1.315" OD; approx. 1-5/16" OD.)
- 1" pipe, 12 ga. is 12 ga., 1" pipe sized tube (1.315" OD; approx. 1-5/16" OD.)
- 1-1/4" pipe is 13 ga., 1-1/4" pipe sized tube (1.660" OD; approx. 1-11/16" OD.)
- 1-1/4" pipe, 10 ga. is 10 ga., 1-1/4" pipe sized tube (1.660" OD; approx. 1-11/16" OD.)

- 2" pipe is 12 ga., 2" pipe sized tube (2.375" OD; approx. 2-3/8" OD.)
- 4" Sch 40 pipe is 4" schedule 40 galvanized pipe (4.500" OD; 4-1/2" OD.)
- plastic pipe plugs are injection molded polypropylene containing U.V. light stabilizers.
- Rockite (R) (Rotational Molded Polyethylene) is a low density polyethylene produced from high performance, U.V. stabilized rotational molding grade resins with a comprehensive additive package. These resins are tested in accordance with ASTM testing procedures D-1505, D-1248, D-1693(b), D- 638, D-790 and D-746. Resin's properties exhibit a balance of toughness, rigidity, environmental stress crack resistance and excellent low temperature impact performance. Wall thickness of molded components is 3/16" to 1/4".
- round tube is fabricated of 1010 hot rolled, Flo-Coat, galvanized tube manufactured from steel, cold formed and high frequency induction welded continuously. It conforms to ASTM A-135 and ASTM A-500 and is tested in accordance with ASTM E-8. The minimum mechanical properties of the tube are yield strength of 50,000 p.s.i. and tensile strength of 55,000 p.s.i.
- square tube is fabricated of 1010 hot rolled, Flo-Coat, galvanized tube manufactured from steel, cold formed and high frequency induction welded continuously. It conforms to ASTM A-135 and ASTM A-500 and is tested in accordance with ASTM E-8. The minimum mechanical properties of the tube are yield strength of 50,000 p.s.i. and tensile strength of 55,000 p.s.i.
- 3/4" x 1" oval tube is 15 ga. wall. It is fabricated of 1008 hot rolled, Flo-Coat, galvanized tube manufactured from steel, cold formed and high frequency induction welded continuously. It conforms to ASTM A-135 and ASTM A-500 and is tested in accordance with ASTM E-8. The minimum mechanical properties of the tube are yield strength of 50,000 p.s.i. and tensile strength of 55,000 p.s.i.
- 1-1/2" square tube is 16 ga., 1-1/2" square tube.
- 2" square tube is 12 ga., 2" square tube.
- 1" tube is 1" OD, 15 ga. fluted round tube. It conforms to ASTM A-500.
- 3-1/2" tube is 3-1/2" OD, 13 ga. round tube. It conforms to ASTM A-500.
- 4-1/2" tube is 4-1/2" OD, 7 ga. round tube. It conforms to ASTM A-500.

- 5" tube is 5" OD, 13 ga. round tube. It conforms to ASTM A-500.
- welded refers to welds that are made by certified welders, tested in accordance with AWS D1.1-94, structural welding code specifications for steel. Welds conform to AWS A5.17 ASME SFA-5.17 EML3K and AWS A-5.18ER70S-3 ASME SFA-5.18 ER70s-3 LE332- C and LE-559-L.
- Specification Policy: Specifications were current at the time of publication. Miracle Recreation Equipment Company has a policy of ongoing product improvement and therefore reserves the right to modify specifications or discontinue products without notice.

Part of the Advertisement/RFP for any CDBG Project

This is a federally assisted project and is subject to the Fair Labor Standards Act, which include Davis-Bacon (Certified Payroll), 24 CFR 85.36 (bonding requirements), Section 3 & M/WBE and related acts. Laborers and mechanics employed by general contractors and subcontractors performing construction work on this project shall be paid wages at rates not less than the prevailing rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act. The prime contractor is responsible for the enforcement of wage compliance and support documentation for the duration of the project and may be held liable for wage restitution. The applicable information regarding the laws and regulations stated above are included in the bid packet.

Bonding requirements per 24 CFR 85.36

Bidders awarded a construction contract are required to adhere to the following bonding requirements. Proof of bonding will be verified prior to a Notice to Proceed being issued.

(h) Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or subgrantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

1. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
2. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
3. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

The preceding information can be obtained at:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/cpo/grantees/cfr8536

SUPPLEMENTAL CONDITIONS FOR FEDERALLY ASSISTED PROJECTS

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In case of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This contract is funded in whole or in part with federal funds made available from the U.S. Department of Housing and Urban Development (HUD). The contractor and all of its subcontractors shall comply with these federal provisions. The contractor shall include these supplemental conditions in all subcontracts.

1. Davis-Bacon Act
2. Copeland "Anti-Kick Back" Act
3. Federal Labor Standards
4. Environmental Compliance
5. Lead Based Paint Requirements
6. Historic Preservation
7. Energy Efficiency
8. Flood Disaster Protection
9. Special Equal Opportunity Provisions
10. Section 3
11. Conflict of Interest
12. Utilization of Minority and Women-owned Businesses
13. Fair Housing Laws
14. Drug Free Workplace
15. Debarred Contractors
16. Lobbying
17. Access to Records
18. Records Retention

Attachment I – Federal Labor Standards Provisions

Attachment II- Section 3 Clause

1. Davis- Bacon Act- 29 CFR Parts 1,3,5,6 and 7

The contractor agrees to comply with the requirements of the Davis-Bacon Act, which requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on federally funded construction projects in excess of \$2,000. A Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications and the minimum wage rates (and fringe benefits, where prevailing) that workers who perform work in those classifications must be paid.

2. Copeland "Anti-Kick Back" Act- 18 USC 874 and 40 USC 276c; 29 CFR Part 3

The contractor and subcontractor(s) shall comply with the requirements of the Copeland "Anti-Kickback" Act as supplemented in the U.S. Department of Labor regulations 29 CFR Part 3. The Copeland Act makes it a federal crime for anyone to require any laborer or mechanic (employed on a federally assisted project) to kickback (i.e. give up or pay back) any part of their wages. The Copeland Act requires every contractor and subcontractor to submit weekly payroll reports (certified payroll) and regulates permissible payroll deductions.

3. Federal Labor Standards

The project or program to which the construction work covered by this contract pertains is a federally assisted project and the Federal Labor Standards Provisions are included in this contract pursuant to the provisions applicable to such Federal assistance. See Attachment 1 for a complete copy of these labor standards.

4. Environmental Compliance- Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and EPA Regulations- 42 U.S.C. 1857(h)

The contractor shall comply with the requirements of the Federal Clean Air Act and the Federal Water Pollution Control Act, as amended. Requirements for compliance with these regulations apply to contracts and subcontracts in amounts in excess of \$100,000. all applicable standards, orders, or requirements issued under (), (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15).

5. Lead- Based Paint Requirements- 24 CFR Part 35

All housing that is assisted by the contractor through this project with federal funds is subject to the lead-based paint requirements, found at 24 CFR Part 35. These rules apply to properties that were constructed prior to 1978, and require:

- Certain disclosures (in the form of notices) to occupants and applicants about any known or potential lead-based paint hazards
- Testing, assessing, and stabilization or reduction of lead-based paint hazards in accordance with established procedures, based on activity type and level of Federal assistance (for rehabilitation)
- Use of safe work practices
- Certain provisions included in all contracts and subcontracts related to lead-based paint
- Ongoing maintenance to monitor controls put in place to limit the hazards associated with the presence of lead-based paint.

6. Historic Preservation- 16 USC 470; 36 CFR Part 800

The contractor's performance may be subject to the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties.

7. Energy Efficiency

The contractor shall comply with any mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

8. Flood Disaster Protection- 42 USC 4001

The contractor's performance may be subject to the Flood Disaster Protection Act of 1973 which requires that activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program must be obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including housing rehabilitation.)

9. Special Equal Opportunity Provisions

A. Activities and Contracts Not Subject to Executive Order 11246, as Amended

(Applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under.)

During the performance of this contract, the Contractor agrees as follows:

- i. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- ii. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer seeking forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants be considered without regard to race, color, religion, sex or national origin.
- iii. Contractors shall incorporate foregoing requirements in all subcontracts.

B. Executive Order 11246 (contracts/subcontracts above \$10,000)

During the performance of this contract, the contractor agrees as follows:

- i. Section 202 Equal Opportunity Clause
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are

treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers representatives of the Contractors commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the Rules, Regulations, and Relevant Orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

C. Certification of Non-segregated Facilities- E.O. 11246; 41 CFR Part 60-1.8

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/She certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is violation of the Equal Opportunity Clause of this contract. As used in this certification, the term segregated facilities means any waiting rooms, work eating areas, time clocks, locker rooms, and other storage or dressing areas, transportation and housing facilities provided for employees

which are in fact segregated on the basis of race, color, religion, or otherwise. He/She further agrees that (except where he/she has obtained identical certifications from proposed subcontractors prior to the award of subcontractors have submitted identical certifications for specific time periods).

D. Equal Employment Opportunity- Title VII of the Civil Rights Act of 1964 E.O. 11246

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

E. Americans with Disabilities Act of 1990- E.O. 11250; 42 U.S.C 12131; 24 CFR Part 35

The contractor shall not exclude on the basis of handicap persons from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

F. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national original, or sex is excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

G. Section 504 of the Rehabilitation Act of 1973- 29 USC 794, 24 CFR Parts 8 and 9

- i. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- ii. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- iii. In the event of the Contractors noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- iv. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be

prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractors obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

- v. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or their contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- vi. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

H. Age Discrimination Act of 1975- 42 U.S.C. 6101, et seq; 24 CFR Part 146

The contractor shall comply with the Age Discrimination Act of 1975, which provides that no person, on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program, or activity receiving Federal Financial assistance.

I. NSP 3 Vicinity Hiring and Contracting Preference-

A contractor that is awarded a project involving the use of NSP3 funds, as provided by the Dodd-Frank "Wall Street Reform and Consumer Protection Act" of January 5, 2010, sec 1497 (a)(8), is required to take actions to hire employees who reside in the vicinity of NSP3-funded projects, and provide contracting opportunities to small businesses that are owned and operated by residents in this vicinity.

10. Section 3- 24 CFR Part 135

The contractor shall comply with the purposes of the Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701U) (Section 3) and ensure that employment and other economic opportunities generated by HUD funded programs, to the greatest extent feasible, and consistent with Federal, State, and local laws and regulations, be directed to low- and very-low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very low-income persons. Section 3 regulations apply to all contractors and subcontractors awarded contracts for HUD assisted projects which are in excess of \$100,000. **Section 3 requires that the Section 3 Clause (See Attachment II) be included in every contract that involves section 3 projects.**

11. Conflict Of Interest- 24 CFR Part 85.36 and 24 CFR Part 570.611

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

12. Utilization Of Minority And Women Firms (M/WBE)- 24 CFR Part 85 (e)

The contractor shall take affirmative steps to assure that M/WBE firms are utilized when possible as suppliers and/or subcontractors, as applicable.

Prior to contract award, the contractor shall document efforts to utilize M/WBE firms, including identifying what firms were solicited as suppliers and/or subcontractors, as applicable. Information regarding certified M/WBE firms can be obtained from:

- State of Florida at 904-487-4698 (all goods and services)
- State of Florida at 904-921-7370 (construction services, particularly highway)
- Minority Business Development Center in most major cities
- Local government M/WBE programs in many large counties and cities

13. Fair Housing Laws

The contractor shall comply with the Fair Housing Act, and related laws that prohibit discrimination on the basis of race, color, national origin, religion, sex, familial status and handicap in the provision of housing, including rental, purchase, advertising, financing, insurance and multi-family housing on the basis of race, color, national origin, religion, sex, familial status and handicap. The requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1958-1063 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR part 107; and title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR part 1 shall apply to any housing related contract awarded hereunder.

14. Drug Free Workplace- 41 USC 701, 24 CFR Part 21

The Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1988. The Contractor certifies to comply with the drug-free workplace requirements in accordance with the Act, and with U.S. Department of Housing and Urban Development regulations.

15. Debarred Contractors

This project is subject to requirements prohibiting use of federal funds to directly or indirectly employ, award contracts to, or otherwise engage the services of any contractor, subcontractor or subrecipient during any period of federal debarment, suspension, or placement of ineligibility status. The County is required to check the eligibility status of all contractors, subcontractors, and subrecipients against the federal publication that lists debarred and ineligible contractors. This list can be found on the *Excluded Parties Listing System* at <https://www.epls.gov>.

16. Lobbying

The Contractor certifies, to the best of his or her knowledge and belief, that:

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements.
- D. This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Agreement to this certification is a prerequisite for making or entering into this contract imposed by Section 1352, title 31, U.S. Code. Any person or agency that makes an expenditure prohibited by this section is subject to a civil penalty from \$10,000 up to \$100,000 for each failure. This penalty also applies to any person or agency that fails to submit or amend the disclosure form (LLL), when required. Failure to submit the required certification may result in payment under this contract being delayed or denied.

17. Access to Records- 24 CFR Part 85.42 (e) & (f)

The contractor shall give access to all records, pertinent books, documents, papers or other records related to this contract to the awarding agency, the County of Volusia, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives for the purpose of making audit, examination, excerpts, and transcriptions as needed.

18. Records Retention- 24 CFR Part 85.42 (a)-(d)

The contractor shall comply with the CDBG records retention regulations. Financial, program, supporting, and other records pertinent to this contract and the grant program shall be maintained for five years after the local government makes final payment and all other pending matters are closed.

Attachment I

FEDERAL LABOR STANDARDS PROVISIONS

U.S. Department of Housing And Urban Development HUD-4010 (7/03)

Applicability

The project or program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (I) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR-5.5(a)(1)(iv); also regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its sub-contractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(II) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (b) If the contractor and the laborers and mechanics employed in the classification (if known, or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent to HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (approved by the Office of Management and Budget under OMB control number 1215-0140.)
- (c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate). HUD or its

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designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee with the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

- (d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1) (b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(III) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federally contract with the same prime contractor, or any other Federally assisted contract subject to Davis Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violation have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (I) Payroll and basic records. Payroll and basic records related thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b) (2) (B) of the Davis bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

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(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely, all of the information required to be maintained under 29 CFR Part 5.5(a) (3) (i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a) (3) (i) and that such information is correct and complete:

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been fully paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than the permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of WH-347 shall satisfy the requirement of submission of the: "Statement of Compliance" required by paragraph A.3. (ii)(b) of this section

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available shall be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, which is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is

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performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the training program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its

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subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (I) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a) (1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(II) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(III) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of ... influencing in any way the action of such Administration....makes, utters or publishes any statement knowing the same to be false shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanic" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basis rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is greater.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth on subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontracts to include these clauses in any lower tier subcontracts, The prime contractor shall be responsible for compliance by any

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subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor, by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat 96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Attachment II

Section 3 requires that the following provisions ("the section 3 clause"), be included in every contract that involves section 3 projects.

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontract is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Non-compliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contract and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Instructions For Completing Payroll Form, WH-347

General: Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown of hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1 and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

This preceding information can be obtained at <http://www.dol.gov/whd/forms/wh347instr.htm> and <http://www.dol.gov/whd/forms/wh347.pdf>

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

— Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

[illegible]

NAME AND TITLE

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OFFER TO BE A SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Date _____

	(Name of Signatory Party)	(Title)
1.		

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

(Contractor or Subcontractor)

on the _____

_____ : that during the payroll period commencing on the _____
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ (Contractor or Subcontractor) _____ from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 of 329 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 943, 63 Stat. 108, 72 Stat. 967; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ - in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

PAYROLL

S. Department of Labor
Wage and Hour Division

(For Contractor's Optional Use: See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

ADDRESS

NAME OF CONTRACTOR	OR SUBCONTRACTOR
--------------------	------------------

ADDRESS

ROLL NO.

FOR WEEK ENDING

PROJECT AND LOCATION

PROJECT OR CONTRACT NO.

OMB No.: 1235-0008
Expires: 02/28/2018

Rev. Dec. 2008

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER -9-, LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS				(9) NET WAGES PAID FOR WEEK
													FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS	
			HOURS WORKED EACH DAY														
	O																
	S																
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (10 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have comments concerning this burden estimate or any aspect of the collection of information, including suggestions for reducing this burden, send them to the Administrator, Paperwork Reduction Project (0704-0188), U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20540.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

[illegible]

REMARKS:

NAME AND TITLE

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

	(Name of Citation/Party)	(Title)
1		

hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ on the _____
(Contractor or Subcontractor)

_____ : that during the payroll period commencing on the _____
(Building or Work)

day of _____, and ending the _____ day of _____.

(Contractor or Subcontractor) _____ from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 29 C.F.R. Subtitle A, issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 943, 29 Stat. 967, 76 Stat. 357, 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications for laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

2016 Building_FL41 (2).txt
General Decision Number: FL160041 01/08/2016 FL41

Superseded General Decision Number: FL20150041

State: Florida

Construction Type: Building

County: Volusia County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
0 01/08/2016

ENGI0673-003 05/01/2013

	Rates	Fringes
OPERATOR: Mechanic.....	\$ 26.30	10.85
OPERATOR: Oiler.....	\$ 20.36	10.85
OPERATOR: Boom Truck.....	\$ 26.30	10.85

* PAIN1010-010 08/01/2014

	Rates	Fringes
PAINTER: Brush, Roller, Spray and Steel.....	\$ 17.50	8.83

SUFL2009-037 05/22/2009

	Rates	Fringes
BRICKLAYER.....	\$ 18.99	0.00
CARPENTER, Includes Form Work....	\$ 15.31	0.85
CEMENT MASON/CONCRETE FINISHER...	\$ 10.00	0.00
ELECTRICIAN.....	\$ 16.92	2.15
INSULATOR - PIPE & PIPEWRAPPER...	\$ 13.13	3.03
IRONWORKER, ORNAMENTAL, REINFORCING AND STRUCTURAL.....	\$ 18.00	0.00
LABORER: Asphalt Shoveler.....	\$ 7.88	0.00

2016 Building_FL41 (2).txt

LABORER: Common or General.....	\$ 10.45	1.86
LABORER: Concrete Saw (Hand Held/Walk Behind).....	\$ 12.63	0.00
LABORER: Mason Tender - Brick...	\$ 10.00	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.83	1.90
LABORER: Pipelayer.....	\$ 11.53	0.00
LABORER: Roof Tearoff.....	\$ 9.00	0.00
LABORER: Landscape and Irrigation.....	\$ 9.60	0.00
OPERATOR: Asphalt Spreader.....	\$ 11.41	0.00
OPERATOR: Backhoe/Excavator.....	\$ 14.68	0.00
OPERATOR: Bulldozer.....	\$ 15.00	0.00
OPERATOR: Crane.....	\$ 17.75	0.00
OPERATOR: Distributor.....	\$ 12.37	0.00
OPERATOR: Forklift.....	\$ 14.00	0.00
OPERATOR: Grader/Blade.....	\$ 13.44	0.00
OPERATOR: Loader.....	\$ 12.20	0.63
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 12.83	0.00
OPERATOR: Pump.....	\$ 17.12	0.00
OPERATOR: Roller.....	\$ 10.68	0.00
OPERATOR: Screed.....	\$ 11.34	0.00
OPERATOR: Tractor.....	\$ 9.91	0.00
OPERATOR: Trencher.....	\$ 11.75	0.00
PIPEFITTER.....	\$ 16.02	0.52
PLUMBER (HVAC Pipe Installation).....	\$ 15.80	0.00
PLUMBER, Excludes HVAC Pipe Installation.....	\$ 17.11	2.75
ROOFER, Includes Built Up, Hot Tar, Modified Bitumen, Shake & Shingle, Single Ply, Slate, & Tile Roofs (Excludes Installation of Metal Roofs).....	\$ 13.96	1.53
ROOFER: Metal Roof.....	\$ 14.26	0.59

2016 Building_FL41 (2).txt

SHEET METAL WORKER, Includes HVAC Duct Installation.....	\$ 16.21	4.21
TILE SETTER.....	\$ 17.99	3.00
TRUCK DRIVER: Dump Truck.....	\$ 10.00	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 12.09	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates

2016 Building_FL41 (2).txt

the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request

2016 Building_FL41 (2).txt
review and reconsideration from the Wage and Hour Administrator
(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the
interested party's position and by any information (wage
payment data, project description, area practice material,
etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an
interested party may appeal directly to the Administrative
Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

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Section 3 Information and Instructions for Contractors & Subcontractors

What is Section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

What does Section 3 require contractors and subcontractors to do?

All contracts for Section 3 covered projects in excess of \$100,000 for housing construction, rehabilitation, or other public construction are required to comply with the requirements of Section 3, and must, to the greatest extent feasible:

- Provide employment and training opportunities to Section 3 residents by meeting the percentage goals in 24 CFR 135.30(b)(3)
- Provide subcontracting opportunities to Section 3 businesses by meeting the percentage goals in 24 CFR 135.30(c)

In addition, all contracts with contractors and subcontractors for Section 3 covered projects must contain the Section 3 contract clause in the contracts of its contractors and subcontractors. The HUD mandated Section 3 language ("Section 3 Clause") may be found at 24 CFR §135.38. The Section 3 Clause may also be found within the Supplemental Conditions which are included in the bid documents. All contracts for U.S. Department of Housing and Urban Development funded projects will contain the Section 3 contract clause, regardless of whether this threshold has been met.

Volusia County Community Assistance encourages all contractors and subcontractors to extend employment and training opportunities to Section 3 residents for any new opportunities which have been created as a result of the contract award. Reporting on Section 3 opportunities is required for all contractors and subcontractors that are awarded contracts for U.S. Department of Housing and Urban Development funded projects.

What is a Section 3 Resident?

A Section 3 Resident is 1) a public housing resident, or 2) a low- or very low-income person residing in the metropolitan area or non-metropolitan county where the Section 3 covered project is expended.

What is a Section 3 business?

A Section 3 business is defined as one:

- That is 51 percent or more owned by Section 3 residents; or
- Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of their first employment with the business were Section 3 residents; or
- That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded by the business to other Section 3 businesses (see first two definitions above).

Reporting

The following reporting forms are required to be submitted to Volusia County to document compliance with Section 3 regulations:

Pre-award:

- Section 3 Certification
- Section 3 Resident Certification- Required for all businesses claiming Section 3 status

Post-award:

- Section 3 Compliance Report- Existing Core Workforce List
- Section 3 New Hire Report
- Section 3 Resident Certification- for any new hires of Section 3 residents

This form is required pre-award

Section 3 Certification

The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain federally assisted projects shall, to the greatest extent feasible, and consistent with existing Federal, State and County rules and regulations, be directed to low- and very low-income persons, particularly those receiving housing assistance and to businesses that provide economic opportunities to these persons.

Any bid/proposal response for certain federally assisted projects that do not include this completed document will be considered non-responsive and not eligible for award.

Name of business: _____ Title: _____
 Contact person: _____
 Address of business: _____ Fax number: _____
 Telephone number: _____
 E-mail address: _____
 Federal Employer Identification Number/SSN: _____

1. Type of business: (Check one)
- | | |
|--------------------------------------|--|
| ☐ Corporation | ☐ Sole Proprietorship |
| ☐ Partnership | ☐ Joint Venture |

2. Check where applicable and provide required documentation:

- ☐ I am an individual, sole proprietorship, partnership, corporation or joint venture **NOT** claiming a Section 3 status.

- ☐ I am an individual, sole proprietorship, partnership, corporation or joint venture **claiming** a Section 3 status as:
- ☐ A business that has a 51% ownership by a Section 3 qualified resident(s) (submit the following documents):
 - ☐ Section 3 Resident Self-Certification Forms
 - ☐ A business claiming 30% of current full-time workforce qualify as section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents.
 - ☐ List of all current full-time employees, and,
 - ☐ List of employees claiming Section 3 residence status and for each such employee
 - ☐ PHA/IHA Residential lease less than three years from date of employment, or
 - ☐ Other evidence of Section 3 status less than three years from day of employment.
 - ☐ A business claiming to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) above.
 - ☐ List of Section 3 subcontractor(s) and subcontract amount(s).

I certify to the best of my knowledge that the information contained here within is true and correct.

Print name: _____

Signature: _____

Date: _____

Title: _____

NOTE: Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after completion of the project.

Section 3 Resident Self-Certification Form

The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD funded projects shall, to the greatest extent feasible, and consistent with existing Federal, State and County rules and regulations, be directed to low- and very low-income persons, particularly those receiving housing assistance and to businesses that provide economic opportunities to these persons.

A Section 3 Resident seeking training and employment opportunities provided by this part shall certify, and submit evidence to the recipient contractor or subcontractor, if requested, that the person is a Section 3 Resident, as defined in Section 135.5.

I, _____, (Print Name) am a legal resident the United States and of Volusia County, Florida and meet the income eligibility and federal guidelines for a Section 3 Resident. I am self-certifying as a Section 3 Resident because of the following reason(s):

- ☐ I am a public housing resident leaseholder – Submit copy of lease
☐ I live in public housing but am not on the lease – Submit copy of lease
☐ I am a Section 8 voucher holder – Submit copy of voucher
☐ My household income does not exceed the income guidelines by family size as published at the bottom of this form – Submit copy of most recent tax return or evidence of participation in a public assistance program.

NOTE: Documentation of Section 3 Resident status must be submitted with this form

Name _____ Telephone _____

Home Address _____ (will be verified)
 (Must be Street Address - Not a P.O. Box Number)

FY 2015 - HOUSEHOLD INCOME GUIDELINES – Circle line that applies to your household

Family Size	Low Income	Very-Low Income
1	\$29,400	\$18,400
2	\$33,600	\$21,000
3	\$37,800	\$23,650
4	\$42,000	\$26,850
5	\$45,400	\$28,350
6	\$48,750	\$30,450
7	\$52,100	\$32,550
8	\$55,450	\$34,650

I hereby certify that the information provided by me to be true and correct. If found to be inaccurate, I understand that I may be disqualified as an applicant and/or a certified Section 3 Resident which may be grounds for termination of training, employment, or contracts that resulted from this certification and could subject me to punishment under the law.

Signature _____

Date _____

_____ (Print Name)

**Please attach additional page(s) if additional space is needed*

Section 3 Compliance Report Existing Core Workforce List

Review the information below and check all that apply:

- ☐ We have not hired any new employees as a result of the award of contract
- ☐ We have hired employees since the award of contract.
- ☐ The number of newly hired employees that meet Section 3 criteria is .

For any newly hired positions since the award of contract, we have taken one or more of the following recruitment steps to hire employees who live within Volusia County and who meet Section 3 criteria: (check all that apply)

- ☐ Advertised to fill vacancies in a local newspaper
- ☐ Posted vacancies prominently at the job site
- ☐ Placed signs or posters announcing vacancies at the local public housing authorities in Volusia County
- ☐ Distributed employment flyers in locations accessible to Section 3 Residents.
- ☐ Posted employment flyers in various locations within Volusia County.
- ☐ Kept a log of all applicants and for every position created by this project
- ☐ Retain copies of employment applications completed by Section 3 residents
- ☐ Other- Please provide details

Date

Contractor Signature

Print Name and Title

Section 3 New Hire Report

NEW HIRES (includes workers who have worked with the contractor in the recent past but did not continue to work for the contractor since the last job.)

Must be completed by all contractors and sub-contractors after final completion of project. The contractor is required to submit this form prior to submitting final pay request.

Contractor is also required to provide this form to any subcontractors they hire for this project.

Contractor Name: _____
 Project Name: _____
 Project Address: _____
 Reporting Period From: _____ To: _____

Review the information below and check all that apply for the reporting period shown above:

- _____ We have not hired any new employees.
 _____ We have hired _____ employees who meet Section 3 criteria.
 (Documentation for each Section 3 new hire must include the Section 3 Resident Certification form attached to this report)

We have taken one or more of the following recruitment steps to hire employees who live within Volusia County and who meet Section 3 criteria: (check all that apply)

- _____ Advertised to fill vacancies in a local newspaper
 _____ Posted vacancies prominently at the job site
 _____ Placed signs or posters announcing vacancies at the local public housing authorities in Volusia County
 _____ Distributed employment flyers in locations Section 3 Residents.
 _____ Posted employment flyers in various locations within Volusia County
 _____ Kept a log of all applicants and for every position created by this project
 _____ Retain copies of employment applications completed by Section 3 residents
 _____ Other- Please provide details _____

Date _____

Contractor Signature _____

Print Name and Title _____

Section 3 New Hire Report- Payroll List

All new hires that are claiming status as Section 3 Residents require a separate Section 3 Resident Certification form be attached to this report

* Please attach additional page(s) if additional space is needed

FORM INSTRUCTIONS

This report is to be completed by contractors for reporting contract and subcontract activities for housing rehabilitation and constructions projects as required by the County of Volusia, Community Assistance Division. Contracts/subcontracts of less than \$10,000 need be reported only if such contracts represent a significant portion of your total contracting activity. Include only contracts executed during this reporting period.

7a. Project Identified: COMPLETED BY VOLUSIA COUNTY

Date of Award: COMPLETED BY VOLUSIA COUNTY

7b. Amount of Contract/Subcontract: Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number is provided in 7f, the dollar figure would be for the subcontract only and not for the prime contract.

7c. Type of Trade: Enter the numeric codes which best indicates the contractor's/subcontractor's service. If subcontractor ID number is provided in 7f., the type of trade code would be for the subcontractor only and not for the prime contractor. The "other" category includes supply, professional services and all other activities except construction and education/training activities.

7d. Business Racial/Ethnic/Gender Code: Enter the numeric code which indicates the racial/ethnic/gender character of the owner(s) and controller(s) of 51% of the business. When 51% or more is not owned and controlled by any single racial/ethnic/gender category, enter the code which seems most appropriate. If the subcontractor ID number is provided, the code would apply to the subcontractor and not to the prime contractor.

7e. Woman Owned Business: Enter Yes or No.

7f. Contractor Identification (ID) Number: Enter the Employer (IRS) Number of the Prime Contractor as the unique identifier for prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract/subcontract awarded.

7h. Subcontractor Identification (ID) Number: Enter the Employer (IRS) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID Number is provided, the respective Prime Contractor ID Number must also be provided.

7j. Contractor/Subcontractor Name and Address: Enter this information for each firm receiving contract/subcontract activity only one time on each report for each firm.

[illegible]



CITY OF HOLLY HILL

The City with a Heart

1065 Ridgewood Avenue ♥ Holly Hill, Florida 32117

www.hollyhillfl.org

**Building,
Zoning,
Licensing &
Inspections**
386-248-9442
Fax 386-248-9498

**City
Clerk**
386-248-9441
Fax 386-248-9448

**City
Manager**
386-248-9425
Fax 386-248-9448

**Community
Services**
386-248-9435
Fax 386-248-9448

**Economic
Development**
386-248-9424
Fax 386-248-9444

Finance
386-248-9427
Fax 386-248-9497

**Human
Resources**
386-248-9440
Fax 386-248-9448

**Information
Technology**
386-248-9459
Fax 386-248-9448

**Public
Works**
386-248-9463
Fax 386-248-9499

**Utility
Billing**
386-248-9432
Fax 386-248-9458

**Community
Development &
Resource Center**
386-248-9453
Fax 386-248-9437

April 6, 2016

Ross Point Playground Addendum #1: Local Bidder Preference

Addendum #1: As this project involves federal funding, no local bidder preference will be honored.



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Fax 386-248-9448

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Fax 386-248-9458

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Fax 386-248-9437

April 6, 2016

Ross Point Playground Addendum #1: Local Bidder Preference

Addendum #1: As this project involves federal funding, no local bidder preference will be honored.

CONTRACT SUM

PROJECT: Ross Point Playground - ODBG

Name of Bidder: Advanced Recreational ConceptsMailing Address: 3125 Skyway Cir

Street Address: _____

CITY/State/Zip: Melbourne, FL. 32934Phone Number: (321) 775-0600FAX Number: (321) 957-2356

ALL PRICES F.O.B. HOLLY HILL

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

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

Item No.	Description	Qty.	Unit	Unit Cost	Total
1.	Playground System	1	LS	\$23,920	\$23,920
2.	Provision of playground border	1	LS	\$1,358.30	\$1,358.30
3.	Installation Services	1	LS	\$8,000	\$8,000
4.	Mulch	1	LS	\$1,500	\$1,500
5.	Geotextile	1	LS	\$425	\$425
6.	ADA Ramp	1	LS	\$675	\$675
7.	Freight	1	LS	\$3,200	\$3,200
8.	Discounts	1	LS	(\$1,278.30)	(\$1,278.30)
	TOTAL BID:			\$37,800	\$37,800

Payment + Performance bond = \$1200

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 13 day of May, 2016.

Advanced Recreational Concepts, LLC
(Name of PROPOSER)

[Signature]
(Signature of person signing FORM)

Lazaro Gonzalez
(Printed name of person signing FORM)

Manager
(Title of person signing FORM)

Sworn to and subscribed before me

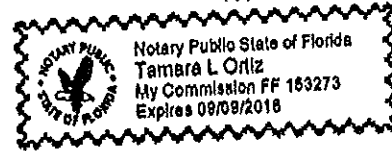
This 13 day of May, 2016.

[Signature]
Signature of Notary (& Stamp)

Notary Public, State of

Personally Known X or

Produced Identification _____
(type of identification)



ROSS POINTE
SITE PLAN

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
7	7/4	0	3/2	3/2

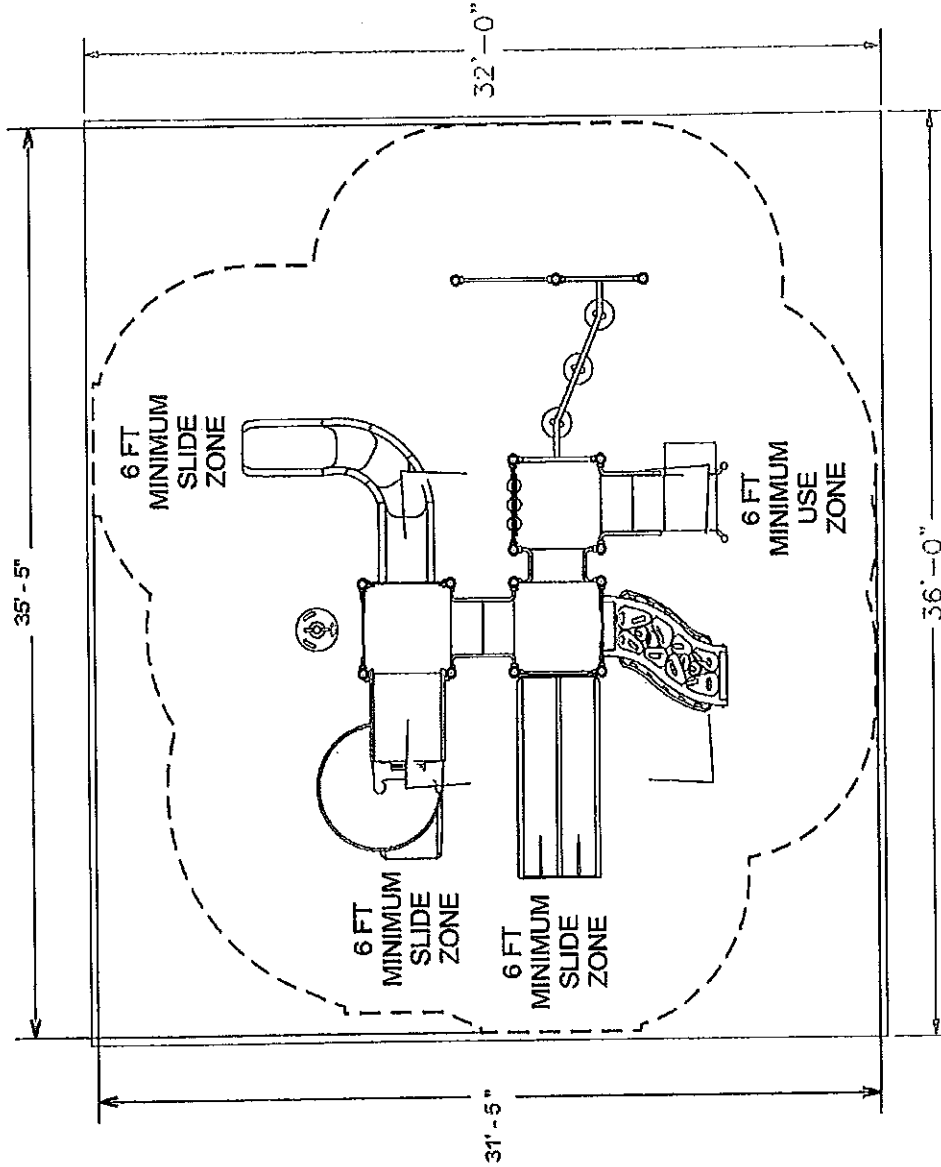
FOR KIDS
AGES
R35
5-12

GENERAL NOTES:

This Preliminary Site Plan is based on measurements that were provided in the initial planning phase. All dimensions must be verified prior to the submission of a purchase order. Krauss Craft, Inc. will not be held responsible for any discrepancies between actual dimensions and dimensions submitted in the planning phase.

The Minimum Use Zone for a play structure is based on the product design at the time of proposal. Components and structure designs may be subject to change which may affect dimensions. Therefore, before preparing the site, we strongly recommend obtaining final drawings from the factory (available after the order is placed and included in the Assembly Manual).

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC's Handbook For Public Playground Safety, Section 4: Surfacing.



PROJECT#: ARC16DF3B8A

DATE: 4/22/2016 | DRAWN BY: MDM

MIN. USE ZONE: 36' x 32'

PLAYCRAFT REP:

Advanced Recreational Concepts



ROSS POINTE
TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

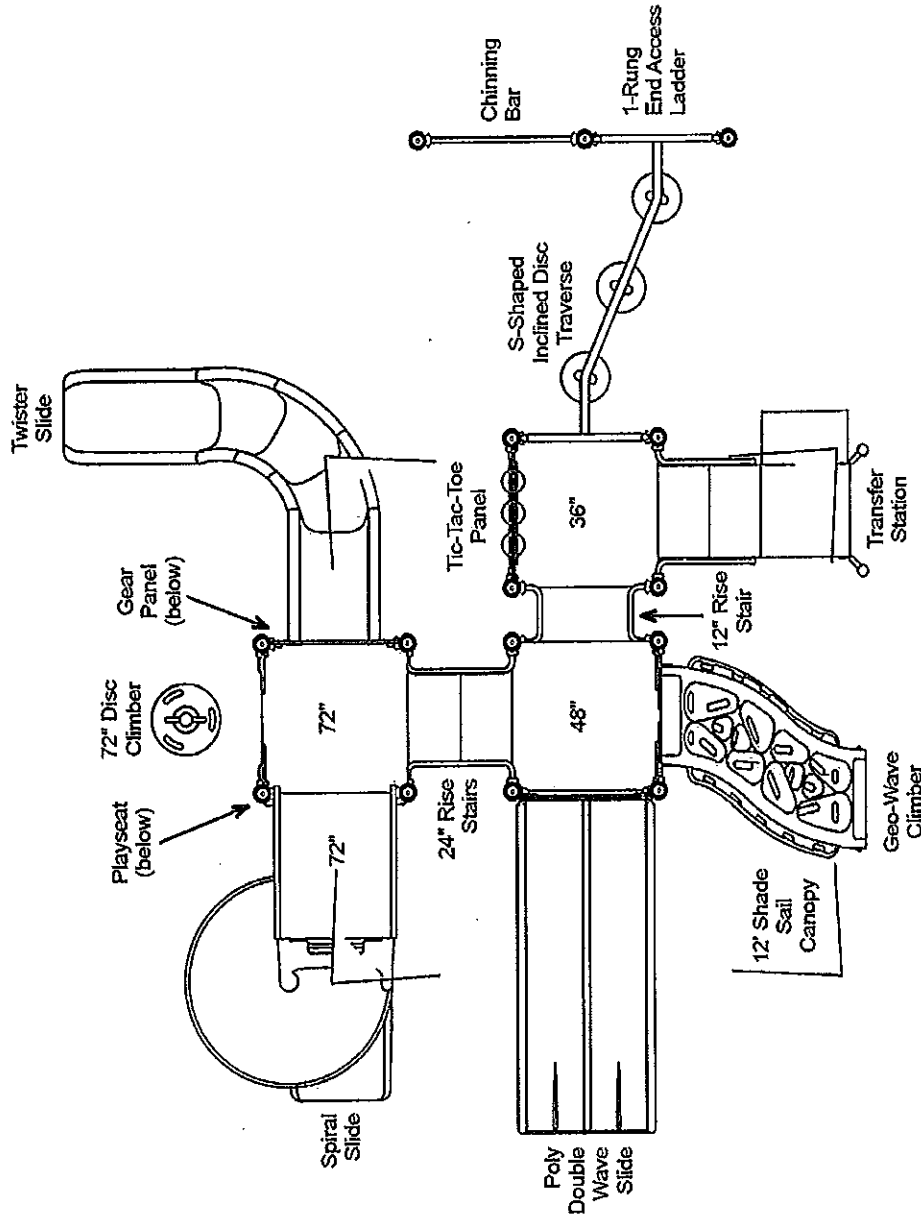
ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
7	7/4	0	3/2	3/2

FOR KIDS
AGES
R35
5-12

GENERAL NOTES:

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the OCSGS Handbook For Public Playground Safety, Section 4: Surfacing.



STRUCTURE#: R357101BA
PROJECT#: ARC16DF388A
DATE: 4/22/2016 | DRAWN BY: MDM

MIN. USE ZONE: 36' x 32'

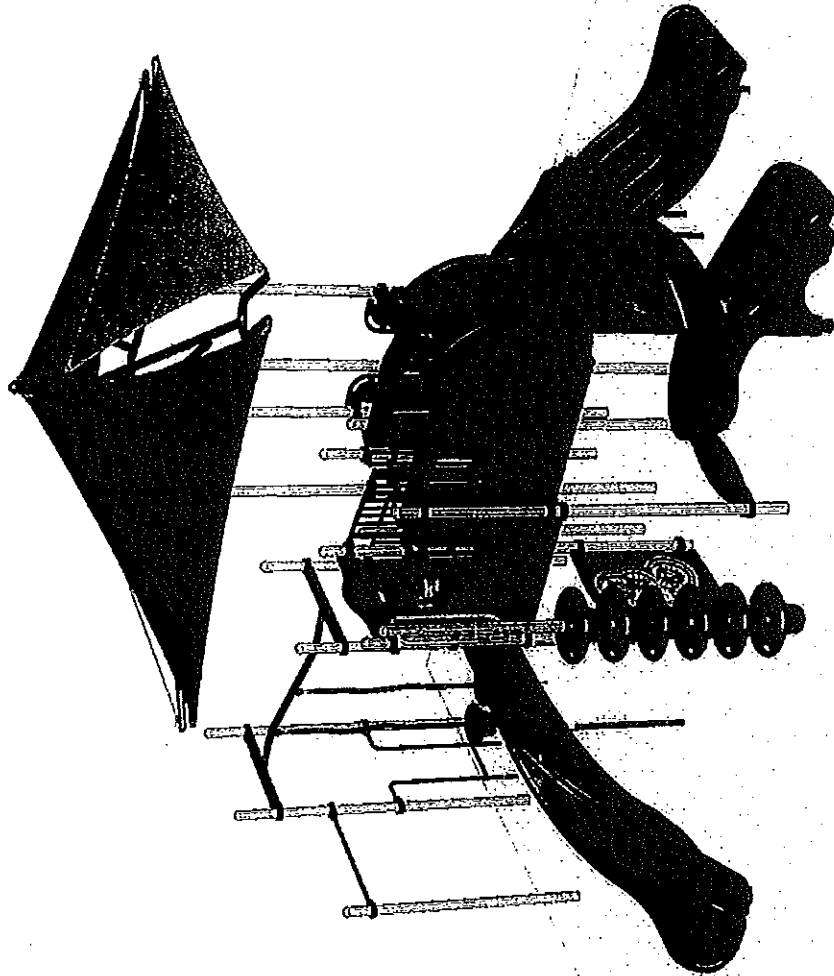
PLAYCRAFT REP:

Advanced Recreational Concept:



ROSS POINTE
NW VIEW

R35
FOR KIDS
AGES
5-12



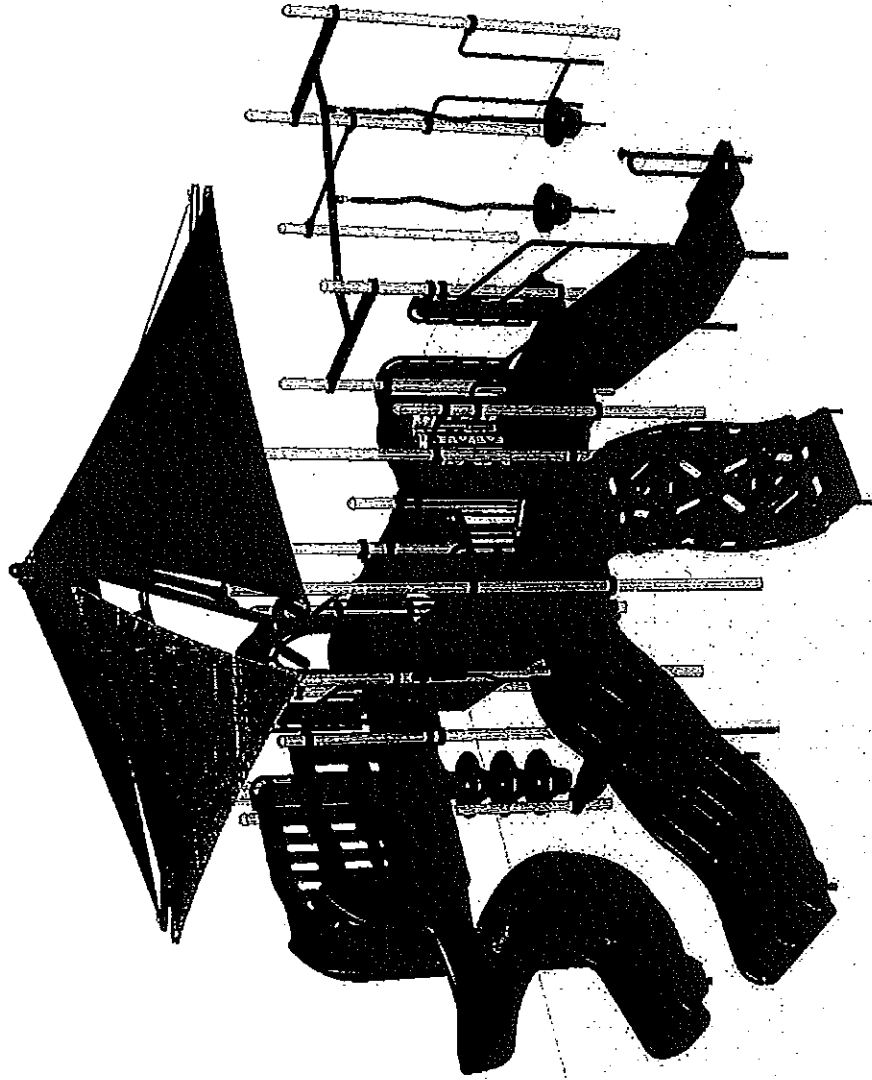
STRUCTURE#: R357101BA
PROJECT#: ARC16DF388A
DATE: 4/22/2016 | DRAWN BY: MDM

PLAYCRAFT
DESIGN & CONSTRUCTION

ROSS POINTE
SW VIEW

FOR KIDS
AGES
5-12

R35

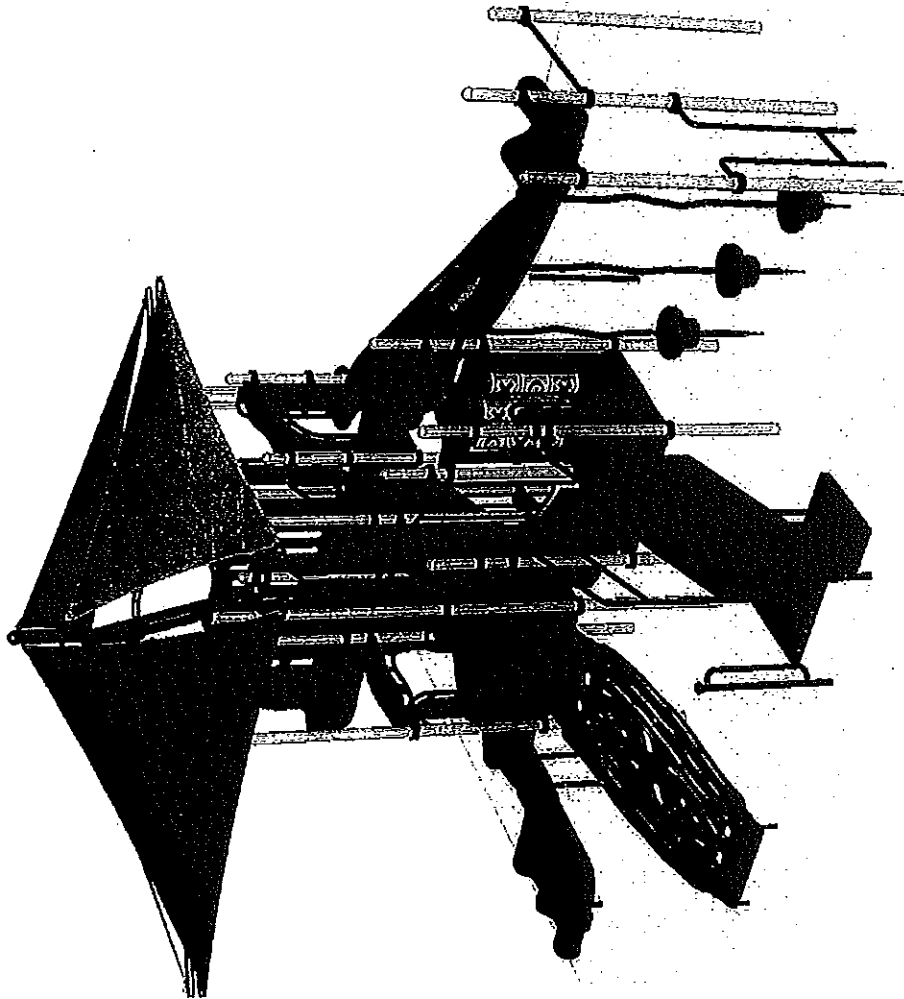


STRUCTURE#: R3571018A
PROJECT#: ARC16DF388A
DATE: 4/22/2016 | DRAWN BY: MDM



ROSS POINTE
SE VIEW

R35
FOR KIDS
AGES
5-12

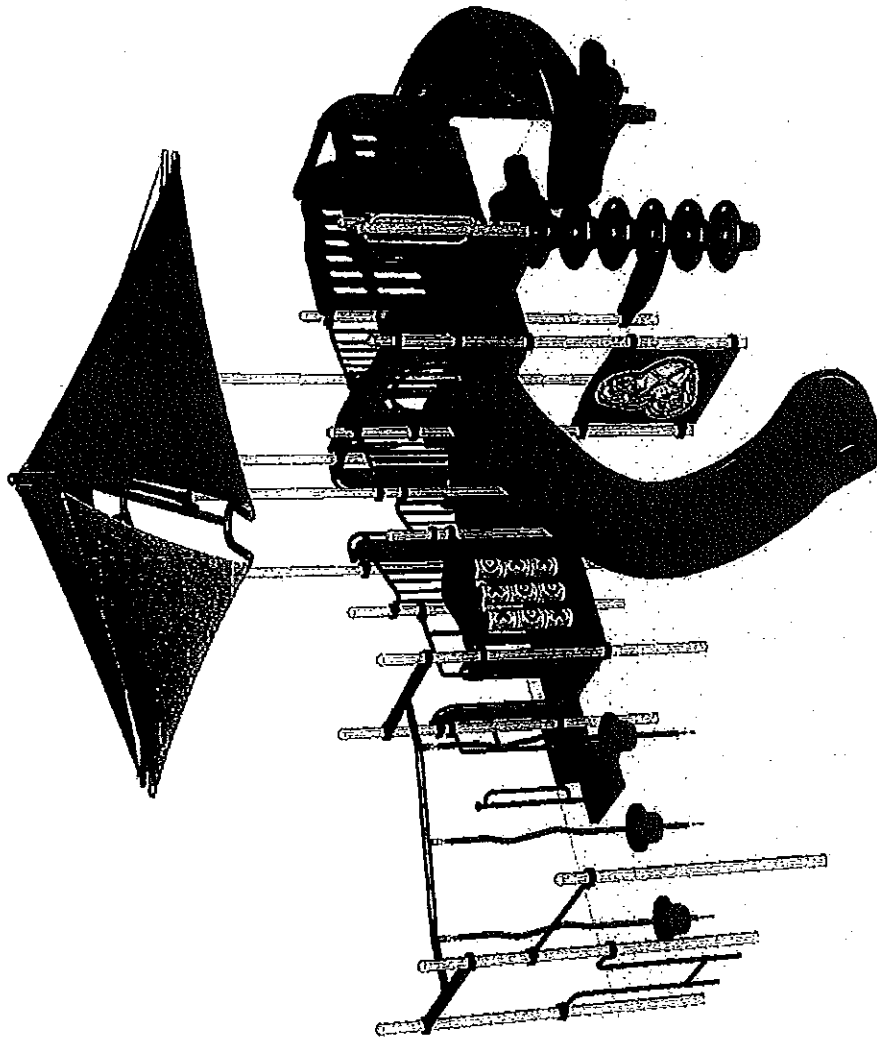


STRUCTURE#: R357101BA
PROJECT#: ARC16DF3B8A
DATE: 4/22/2016 | DRAWN BY: MDM

PLAYCRAFT
E V S E

ROSS POINTE
NE VIEW

FOR KIDS
AGES
5-12
R35



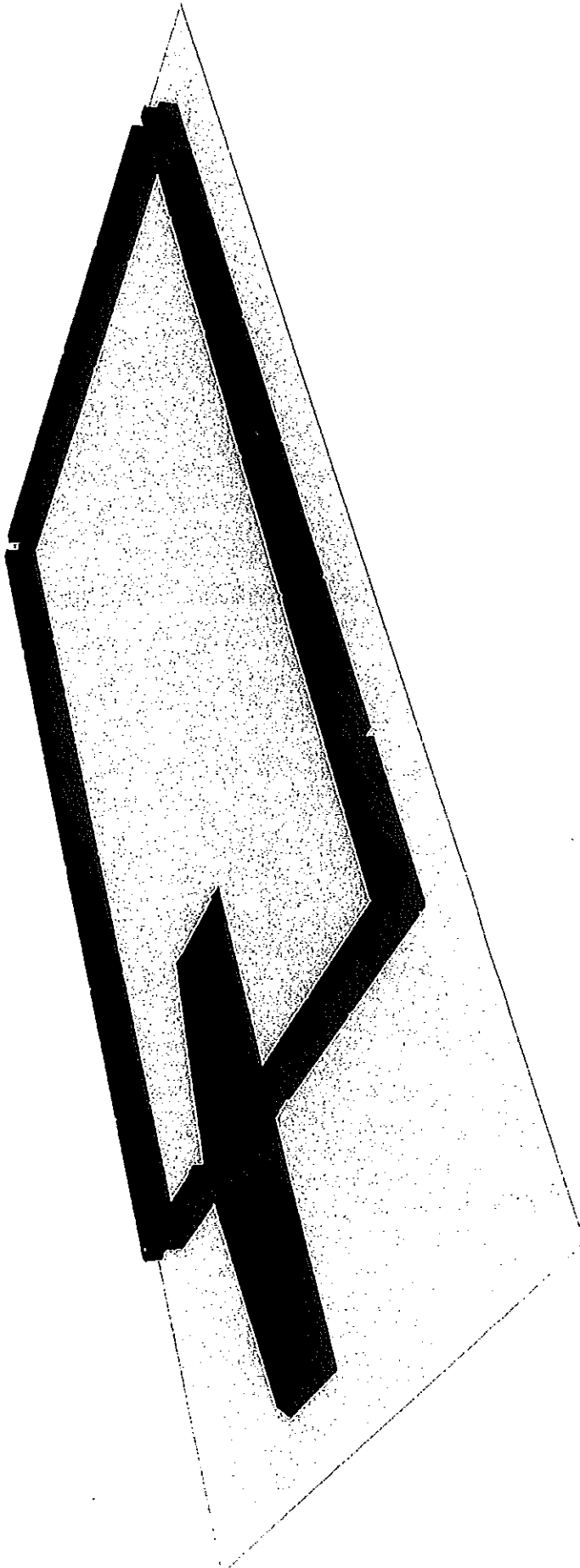
STRUCTURE#: R357101BA
PROJECT#: ARC16DF3B8A
DATE: 4/22/2016 | DRAWN BY: MDM



ROSS POINTE
SW VIEW

R5

FOR KIDS
AGES
5-12



STRUCTURE#: x
PROJECT#: ARC16DF3B8A
DATE: 5/13/2016 | DRAWN BY: x

PLAYCRAFT SYSTEMS WARRANTY

Krauss Craft, Inc., the manufacturer of Playcraft Systems, warrants its products to be free from defects in materials or workmanship, when properly used, serviced and installed in accordance with published specifications, for a period of one (1) year from the original date of invoice.

Krauss Craft, Inc. further warrants as follows:

LIFETIME LIMITED WARRANTY

on all stainless steel hardware, metal posts, aluminum posts, aluminum caps and aluminum clamps against structural failure due to natural deterioration or corrosion, or defects in materials or workmanship.

TWENTY-FIVE (25) YEAR LIMITED WARRANTY

on all cast aluminum Spring Rider castings against structural failure due to defects in materials or workmanship.

FIFTEEN (15) YEAR LIMITED WARRANTY

on all metal rails, metal slides, handles, rungs, loops and walls, all Play-Tuff™ coated perforated steel decks, steps, and bridges, all rotationally molded and HDPE sheet plastic components, excluding recycled plastic components, against structural failure due to defects in materials or workmanship.

TEN (10) YEAR LIMITED WARRANTY

on all shade canopy fabric made of UV Stabilized HDPE monofilament yarn and tape against significant fading.

TEN (10) YEAR LIMITED WARRANTY

on all Play-Cord™ components against breakage.

FIVE (5) YEAR LIMITED WARRANTY

on all Play-Cord™ components against failure due to defects in materials or workmanship.

THREE (3) YEAR LIMITED WARRANTY

on all springs, moving swing parts, swing seats and other swing components, as well as all recycled plastic components against failure due to defects in materials or workmanship.

ONE (1) YEAR LIMITED WARRANTY

on any other product or part not specifically covered above against failure due to defects in materials or workmanship.

All warranties above commence on the date of the original invoice from Krauss Craft, Inc. For the purpose of this warranty, the term LIFETIME encompasses no specific number of years, but rather that Krauss Craft, Inc. warrants to its original customer, for as long as the original customer owns the Products and uses the Products for their intended purpose, that any Products and all components will be free from defects in materials or workmanship.

The warranty stated above is valid only if: (1) the products and structures are assembled and installed in conformity with the layout plan and Installation Instructions furnished by Krauss Craft, Inc.; (2) the products have been maintained and inspected in accordance with Krauss Craft's maintenance information and other normal and prudent practices; (3) the products have been subjected to normal use for the purpose for which the products were designed and intended; (4) the products have not been subjected to misuse, abuse, vandalism, accident or neglect; (5) the products have not been altered in any manner including, but not limited to, incorporating unauthorized or unapproved parts; and (6) the products have not been modified, altered, or repaired by persons other than Seller's designees in any respect which, in the judgment of Seller, affects the condition or operation of the equipment.

This warranty does not cover: (1) cosmetic damages or defects resulting from scratches, dents, marring, fading, discoloring or weathering; (2) damage due to extreme or prolonged exposure to "Environmental Factors", such as wind-blown sand, salt water, salt spray and airborne emissions from industrial sources (sulfur, acids or corrosive chemicals, other than normal photochemical smog); (3) damage caused by "Acts of God", such as hail, flooding, lightning, tornadoes, sandstorms, earthquakes, windstorms, and other extreme weather conditions; or (4) normal wear and tear. If any products covered by this warranty fall within the time period applicable to a defective product, Krauss Craft, Inc. shall, upon being notified of the defect in writing, at its sole option, either repair the defective products or replace the defective products within 30 days of receipt of the written notification.

Repair or replacement as provided in this section shall be the purchaser's exclusive remedy and purchaser expressly agrees that Krauss Craft shall not be responsible for any other damages, losses, or costs, including consequential and incidental damages, claimed by purchaser. Krauss Craft, Inc. shall deliver the repaired or replacement products to the purchaser free of charge, but shall not provide labor, reimbursements for labor or reimburse any other costs associated with the removal or disposal of the defective products and/or the installation of any replacement products. Notwithstanding the previous sentence, Krauss Craft, Inc. shall not pay for any costs of shipping replacement parts outside of the continental United States. Any products replaced or repaired consistent with this paragraph shall be guaranteed for the balance of the original warranty period.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES PROVIDED HEREIN SHALL BE THE EXCLUSIVE AND SOLE REMEDIES OF THE ORIGINAL PURCHASER. KRAUSS CRAFT, INC. IS NOT LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE FROM THE PURCHASE, USE OR MISUSE OF ITS PRODUCTS. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION MAY NOT APPLY. KRAUSS CRAFT, INC. NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME OR IMPLY ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR USE OF THE EQUIPMENT SOLD.

To make a claim under the terms of this warranty, purchaser must submit a written statement detailing the nature of the warranty claim, including an itemization of each defective condition, along with a copy of the original invoice, maintenance records and supporting photographs to Krauss Craft, Inc., 123 North Valley Drive, Grants Pass, Oregon 97526.

Due to our on-going commitment to product development and improvement, Krauss Craft, Inc. reserves the right to change, modify or discontinue certain products without notice. (Rev. M)

CONTRACT SUM

PROJECT: Ross Point Playground - CDBG

Name of Bidder: Kidstuff Playsystems, Inc.
 Mailing Address: 5400 Miller Ave.
 Street Address: ~~6001~~ Same
 CITY/State/Zip: IN 46403
 Phone Number: (219) 938-3331
 FAX Number: (219) 938-3340

ALL PRICES F.O.B. HOLLY HILL

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

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

Item No.	Description	Qty.	Unit	Unit Cost	Total
	<u>Bonds</u>			<u>1,000</u>	<u>1,000</u>
1.	Playground System *	1	LS	\$ <u>33,170</u>	\$ <u>33,170</u>
2.	Provision of playground border	1	LS	\$ <u>1,800</u>	\$ <u>1,800</u>
3.	Installation Services	1	LS	\$ <u>11,270</u>	\$ <u>11,270</u>
4.	Mulch	1	LS	\$ <u>2,320</u>	\$ <u>2,320</u>
5.	Geotextile	1	LS	\$ <u>261</u>	\$ <u>261</u>
6.	ADA Ramp	1	LS	\$ <u>600</u>	\$ <u>600</u>
7.	Freight	1	LS	\$ <u>1,700</u>	\$ <u>1,700</u>
8.	Discounts	1	LS	\$ <u>12,121</u>	\$ <u>12,121</u>
	TOTAL BID:			<u>40,000</u>	\$ <u>40,000</u>

* 7134-02-163 or
 7134-02-164

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 2nd day of May, 2016.

Kidstuff Playsystems, Inc.
(Name of PROPOSER)

Richard N. Hagelberg
(Signature of person signing FORM)

Richard N. Hagelberg
(Printed name of person signing FORM)

CEO
(Title of person signing FORM)

Sworn to and subscribed before me

This 2nd day of May, 2016.

Rosemarie Reid
Signature of Notary (& Stamp)

Notary Public, State of Indiana

Personally Known ☒ or

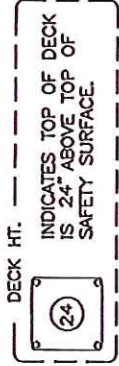
Produced Identification _____
(type of Identification)



PLAN VIEW

TITLE	1/4"=1'	Kidstuff Playsystems
SCALE	DATE	REV. NO.
04/25/16	01	04/27/16
MODEL	7134-02-163	CHG

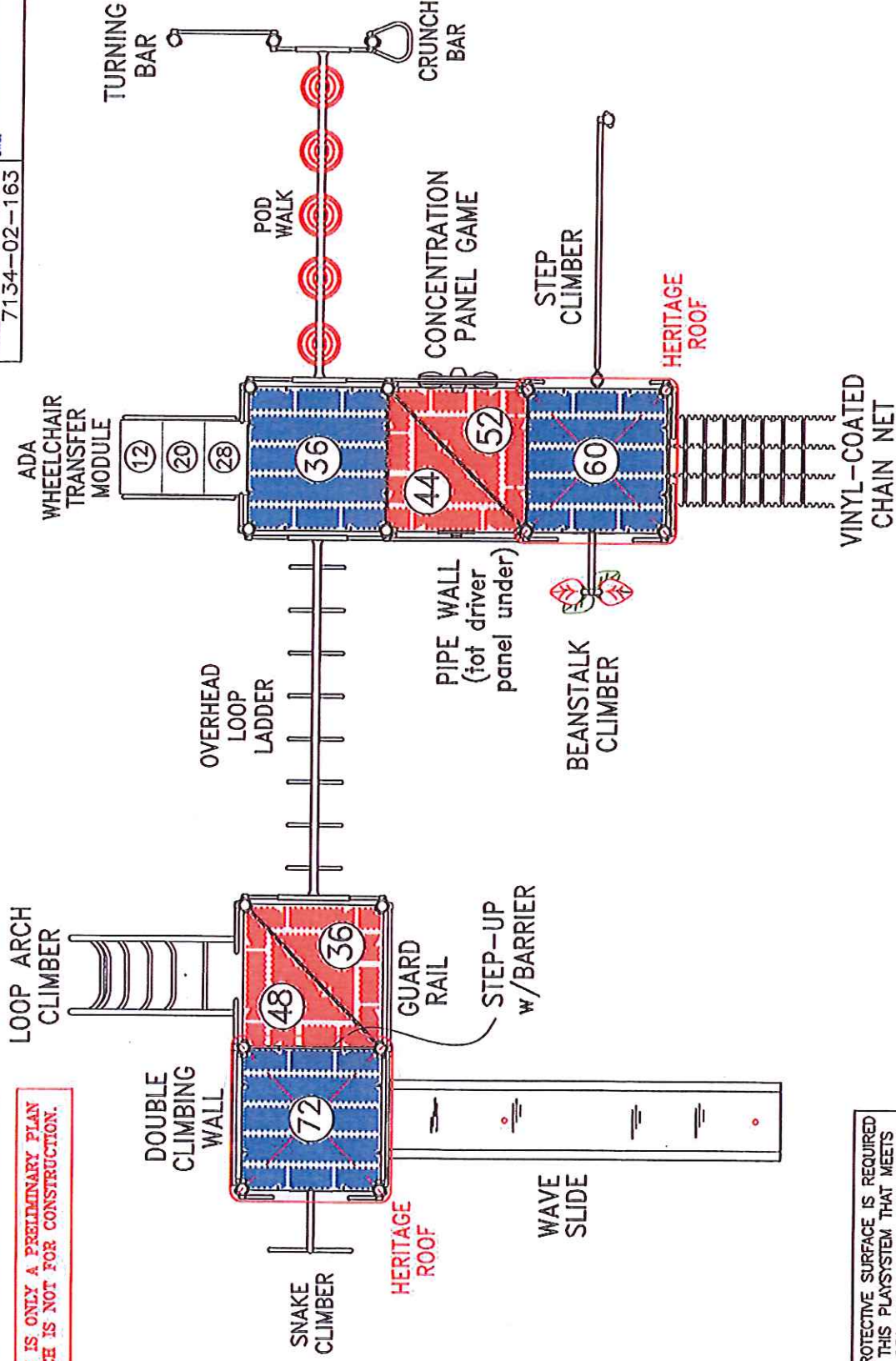
ACTUAL SIZE: 34' x 22'
REQUIRED AREA: 46' x 34'
AGES: 5-12



DECK HT.

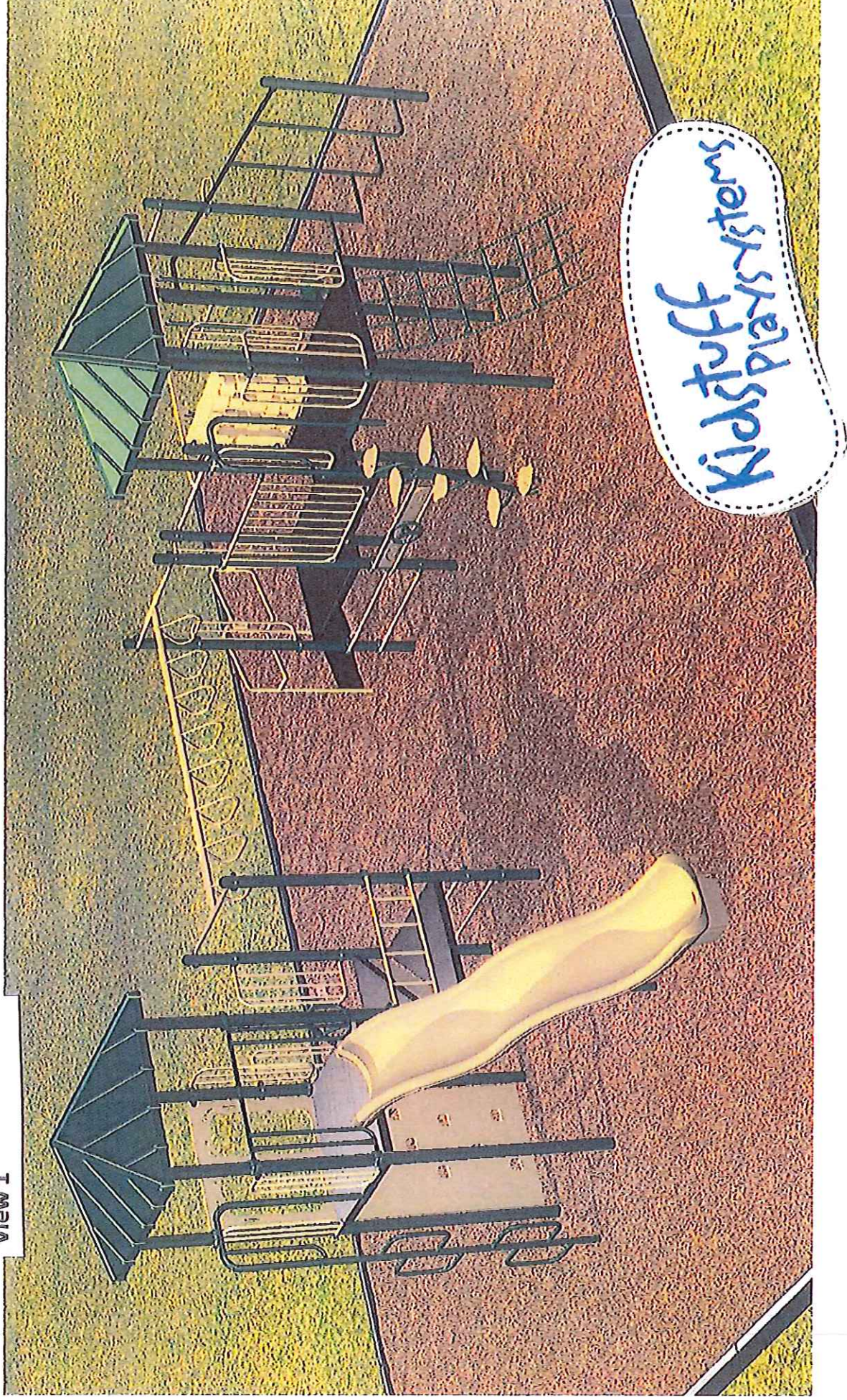
INDICATES TOP OF DECK IS 24" ABOVE TOP OF SAFETY SURFACE.

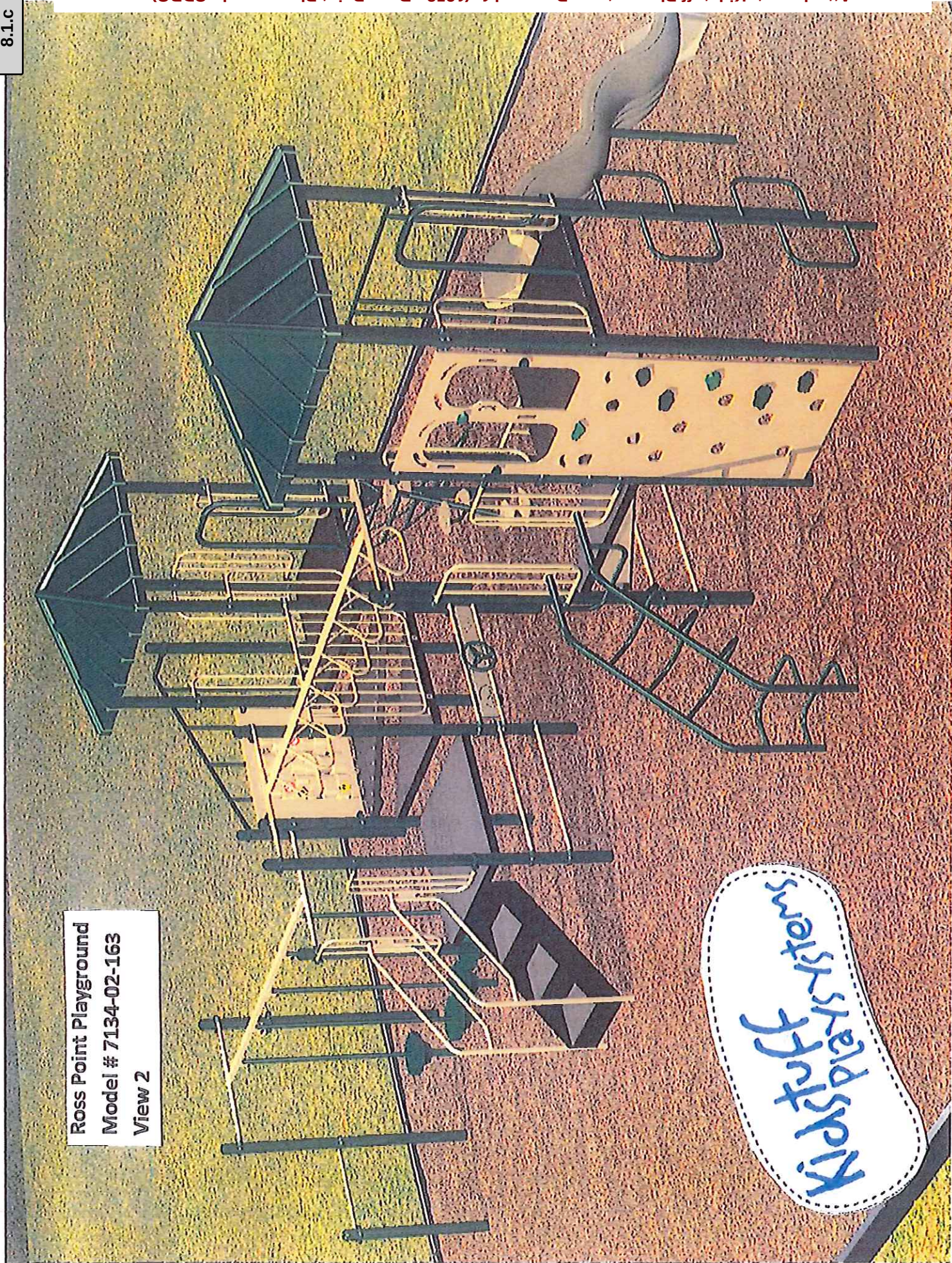
THIS IS ONLY A PRELIMINARY PLAN WHICH IS NOT FOR CONSTRUCTION.



A PROTECTIVE SURFACE IS REQUIRED FOR THIS PLAYSYSTEM THAT MEETS THE REQUIREMENTS OF ASTM F1292.

Ross Point Playground
Model # 7134-02-163
View 1





Ross Point Playground
Model # 7134-02-163
View 2

Kidstuff PlaySystems

Ross Point Playground
Model # 7134-02-163
View 3



Kidstuff
play systems



Kidstuff Playsystems, Inc. Limited Warranty

All playground equipment requires regular care and maintenance. Kidstuff Playsystems, Inc. provides you, the purchaser, with a maintenance system to keep your equipment in top condition for many years. All warranty claims shall be accompanied by copies of your up-to-date maintenance records. Warranty becomes effective when the equipment is paid for in full.

Kidstuff Playsystems warrants all its products against defects in materials or workmanship for twenty-one years as follows (vandalism and abuse are excluded):

Year 1: Free repair or replacement--any defective element of a Kidstuff playsystem will be shipped and installed at our cost.

Year 2: 100% free replacement of defective parts, excluding shipping and installation.

Years 3-21: Kidstuff warrants the components of your system on prorated basis; starting at 95% in year three. For example, if a part of your playsystem fails in year seven, you will receive a 75% credit (calculated from the part price at time of purchase) toward a new replacement part for your unit. Shipping and installation are owner's expenses during this portion of the warranty period. If Kidstuff elects to repair your part during any phase of this warranty, shipping back to Gary, Indiana, will be at our expense. If we elect to repair a part, the owner agrees to disassemble, package/pallet and load the item.

Please be aware that Kidstuff Playsystems sells some products which are manufactured by others. Such items are excluded from this warranty and are covered by that of the actual manufacturer. The installation portion of this warranty applies to only the contiguous 48 states of the USA.

We at Kidstuff Playsystems take pride in our products and believe that if you follow the maintenance program that is provided to you, your Kidstuff playsystem will be exercising the minds and bodies of children for years to come and you will be telling your friends and associates that you can't buy a better, safer or tougher playsystem than a Kidstuff Playsystem.

Rev. 11-6-13 *RNH*

5400 Miller Avenue • Gary, IN 46403 • (219) 838-3331 • 800-255-0153
FAX (219) 838-3340 • www.kidstuffplaysystems.com

CONTRACT SUM

PROJECT: Ross Point Playground - CDBG

Name of Bidder: Kidstuff Playsystems, Inc.
 Mailing Address: 5400 Miller Ave.
 Street Address: Same
 CITY/State/Zip: IN 46403
 Phone Number: (219) 938-3331
 FAX Number: (219) 938-3340

ALL PRICES F.O.B. HOLLY HILL

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

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Item No.	Description	Qty.	Unit	Unit Cost	Total
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6.	ADA Ramp	1	LS	\$ <u>600</u>	\$ <u>600</u>
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8.	Discounts	1	LS	\$ <u>12,121</u>	\$ <u>12,121</u>
	TOTAL BID:			<u>40,000</u>	\$ <u>40,000</u>

* 7134-02-163 or
7134-02-164

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 2nd day of May, 2016.

Kidstuff Playsystems, Inc.
(Name of PROPOSER)

Richard M. Hagelberg
(Signature of person signing FORM)

Richard M. Hagelberg
(Printed name of person signing FORM)

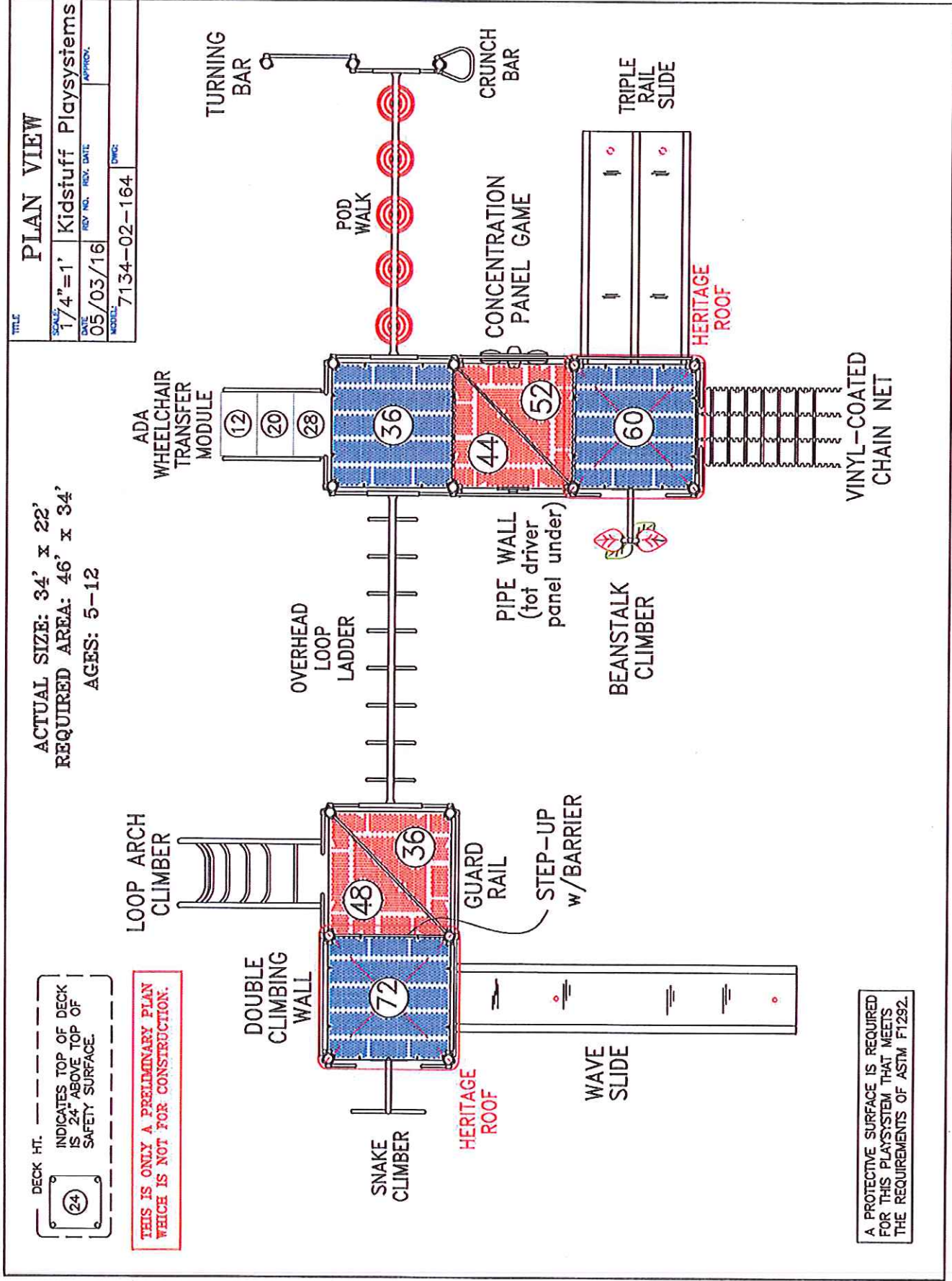
CEO
(Title of person signing FORM)

Sworn to and subscribed before me
This 2nd day of May, 2016.

Rosemarie Reid
Signature of Notary (& Stamp)
Notary Public, State of

Indiana
Personally Known ☒ or
Produced Identification _____
(type of Identification)



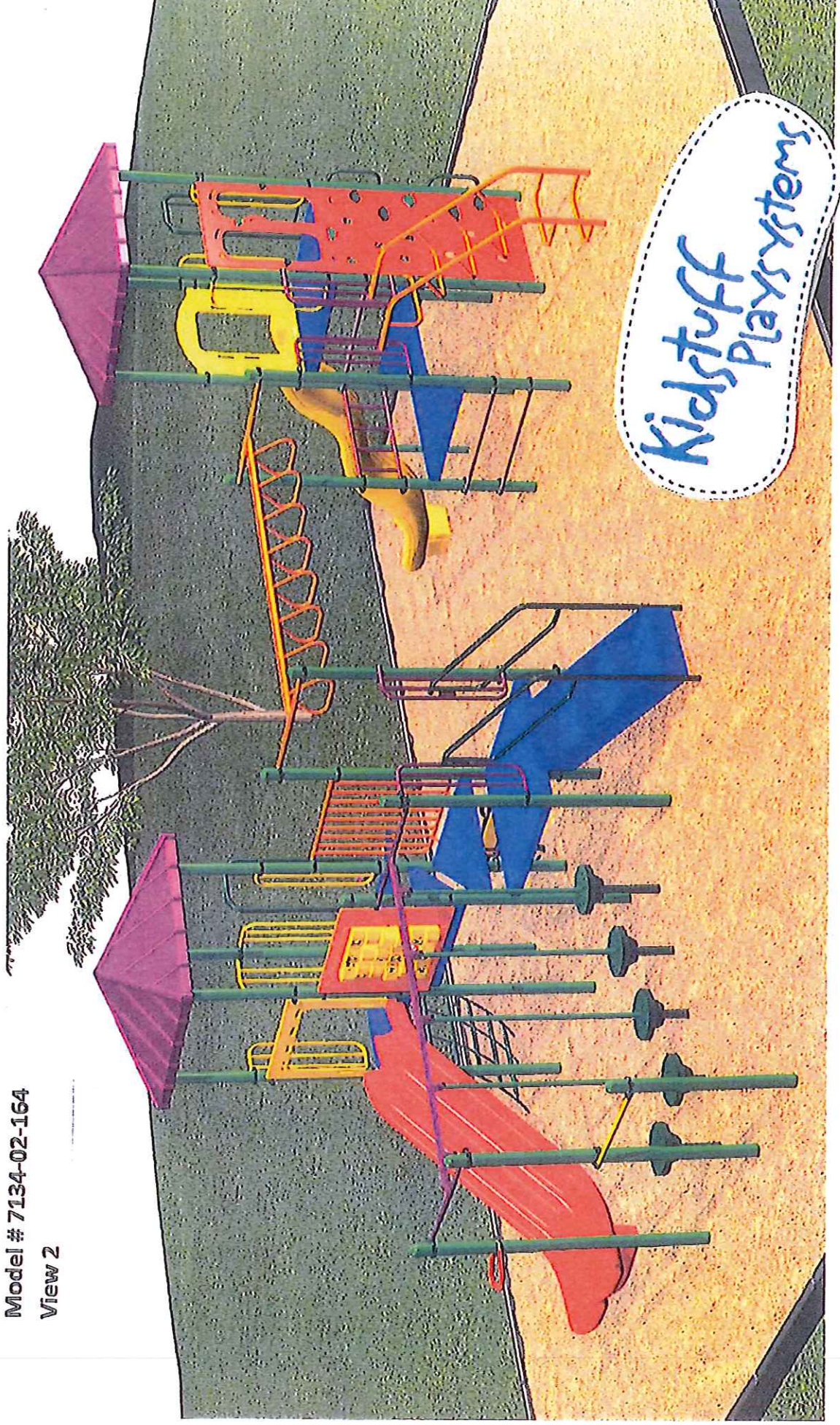


Ross Point Playground
Model # 7134-02-164

View 1

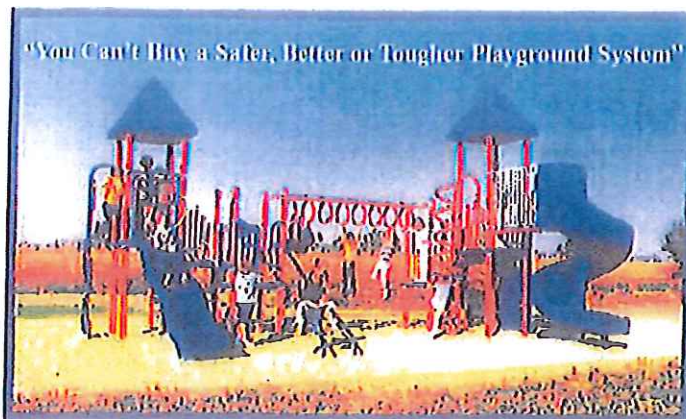


Ross Point Playground
Model # 7134-02-164
View 2



Ross Point Playground
Model # 7134-02-164
View 3





Kidstuff Playsystems, Inc. Limited Warranty

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Years 3-21: Kidstuff warrants the components of your system on prorated basis; starting at 95% in year three. For example, if a part of your playsystem fails in year seven, you will receive a 75% credit (calculated from the part price at time of purchase) toward a new replacement part for your unit. Shipping and installation are owner's expenses during this portion of the warranty period. If Kidstuff elects to repair your part during any phase of this warranty, shipping back to Gary, Indiana, will be at our expense. If we elect to repair a part, the owner agrees to disassemble, package/pallet and load the item.

Please be aware that Kidstuff Playsystems sells some products which are manufactured by others. Such items are excluded from this warranty and are covered by that of the actual manufacturer. The installation portion of this warranty applies to only the contiguous 48 states of the USA.

We at Kidstuff Playsystems take pride in our products and believe that if you follow the maintenance program that is provided to you, your Kidstuff playsystem will be exercising the minds and bodies of children for years to come and you will be telling your friends and associates that you can't buy a better, safer or tougher playsystem than a Kidstuff Playsystem.

Rev. 11-6-13 *Rnt*

5400 Miller Avenue • Gary, IN 46403 • (210) 838-3331 • 800-255-0153

FAX (210) 838-3340 • www.kidstuffplaysystems.com

CONTRACT SUM

PROJECT: Ross Point Playground - CDBG

Name of Bidder: KOMPAN, Inc.

Mailing Address: 930 Broadway

Street Address: same

CITY/State/Zip: Tacoma, WA 98402

Phone Number: (800) 426-9788

FAX Number: (866) 943-6254

ALL PRICES F.O.B. HOLLY HILL

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

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

Item No.	Description	Qty.	Unit	Unit Cost	Total
1.	Playground System	1	LS	\$ 25,170.00	\$ 25,170.00
2.	Provision of playground border	1	LS	\$ 1,350.00	\$ 1,350.00
3.	Installation Services	1	LS	\$ 11,041.92	\$ 11,041.92
4.	Mulch	1	LS	\$ 2,871.80	\$ 2,871.00
5.	Geotextile	1	LS	\$ included in 4.	\$ included in item 4.
6.	ADA Ramp	1	LS	\$ 808.00	\$ 808.00
7.	Freight	1	LS	\$ 1,817.00	\$ 1,817.00
8.	Discounts	1	LS	\$ 3,271.18	\$ 3,271.18
	TOTAL BID:			39,786.54	\$ 39,786.54

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 16th day of May, 2016.

KOMPAN, Inc.
(Name of PROPOSER)

(Signature of person signing FORM)

Søren Andersen
(Printed name of person signing FORM)

Finance Manager
(Title of person signing FORM)

Sworn to and subscribed before me
This _____ day of _____
20____.

Signature of Notary (& Stamp)
Notary Public, State of

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



U.S. Communities Warranty 2016

1. Warranty coverage

This warranty applies to KOMPAN's products for the time periods described for each product type above and with the limitations described in this warranty. The warranty period applies from the date of purchase by the first customer. This warranty covers only defects in materials. KOMPAN's liability under this warranty is limited to repair or replacement of defective products, without charge, at KOMPAN's discretion. Defective electronic components will be delivered and changed by a KOMPAN ICON Professional installer free of charge.

2. Limited warranty coverage of labor

In cases where KOMPAN invoices for installation, the labor warranty with respect to failure due to installation defects is limited to 1 year commencing on the date of completed installation.

3. Warranty applies only if products have been properly installed and maintained

The warranty only applies if KOMPAN's products have been installed according to the instructions provided by KOMPAN, and maintained correctly according to the KOMPAN Maintenance Manual. The warranty for ICON electrical components is dependent on those products being installed by an ICON trained and approved installer.

4. No coverage for accidents, wear, tear, cosmetic issues, misuse or vandalism

This warranty does not cover any damage caused by accident, improper care, negligence, and normal wear and tear, surface corrosion on metal parts, discolored surfaces and other cosmetic issues or failures due to misuse or vandalism. Natural changes in wood over time are considered cosmetic issues and are not covered.

5. Products installed near water

Products installed in direct contact with chlorinated water or saltwater (Waterparks), or products installed with occasional contact with such water or installed so close to the shore that they are subjected to salt spray are not covered by the KOMPAN warranty for any defects caused by corrosion.

Products installed in coastal areas, within 200 meters of the shore, will only be covered by the warranty for half the period of the standard product warranty in relation to defects caused by corrosion. KOMPAN's lifetime warranty if applicable is limited to a 10 year warranty in relation to such products.

6. Third party supplied products & services

KOMPAN provides non-KOMPAN branded products and installation services performed by certified third party suppliers. This general KOMPAN warranty does not apply to such non-KOMPAN branded products and installation services, which may carry their own warranties. KOMPAN will pass on information about such warranties where possible.

** KOMPAN's LIFETIME warranty is in effect for the lifetime of the product until the product is uninstalled and/or taken out of use. In addition, KOMPAN's general terms & delivery conditions apply and supplement this warranty.*

CONTRACT SUM

PROJECT: Ross Point Playground - CDBG

Name of Bidder: MIRACLE RECREATION EQUIPMENT CO
 Mailing Address: % MILLER RECREATION
 Street Address: 2017 91ST ST. N.W.
 CITY/State/Zip: BRADENTON FL 34209
 Phone Number: (941) 792-4580
 FAX Number: (941) 794-2909

ALL PRICES F.O.B. HOLLY HILL

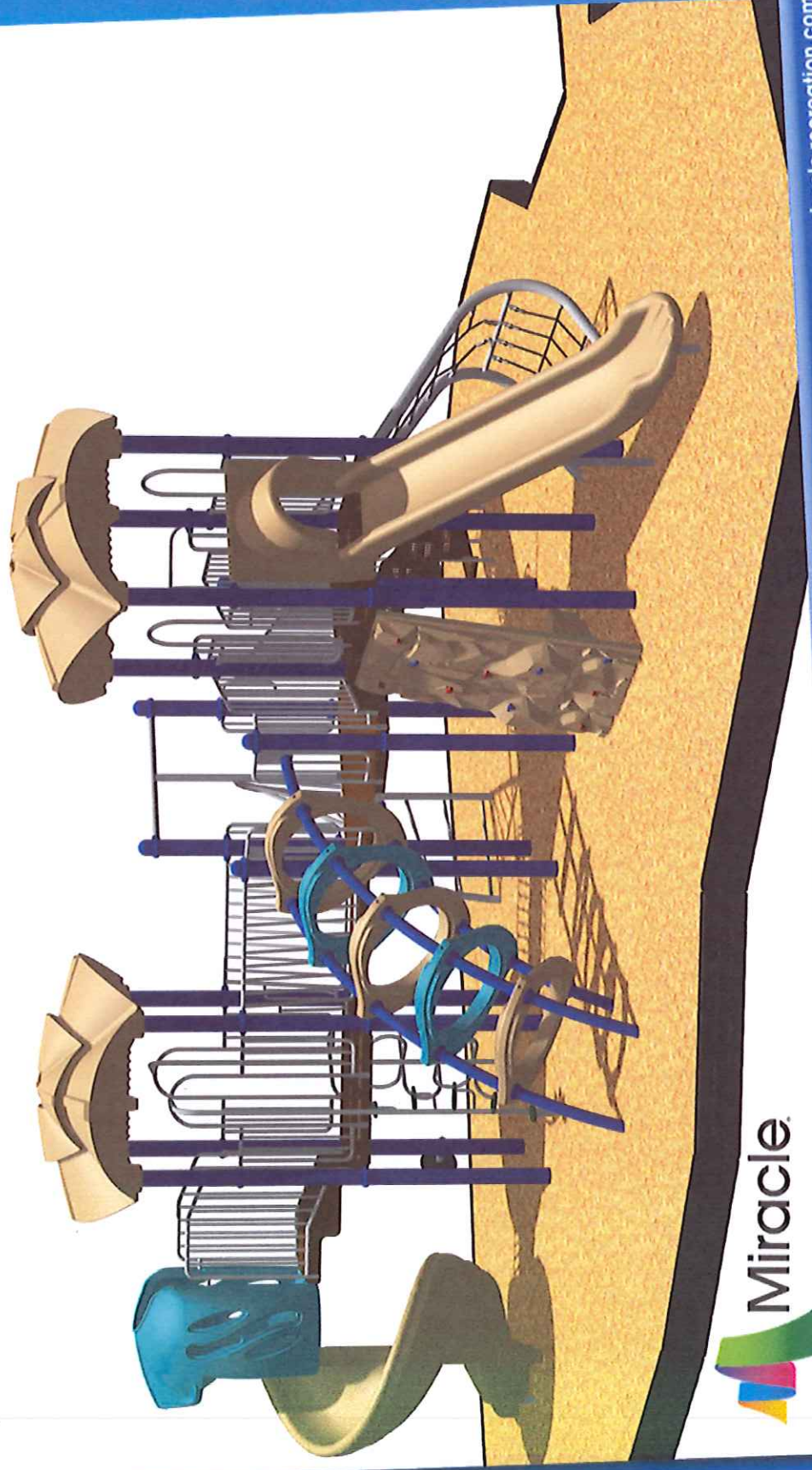
Pursuant to and in compliance with the Invitation To Bid, Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized themselves with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work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

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

*We are providing two choices
 This price sum is our first proposal.*

Item No.	Description	Qty.	Unit	Unit Cost	Total
1.	Playground System	1	LS	\$ 34,025	\$ 34,025
2.	Provision of playground border	1	LS	\$ 1,120	\$ 1,120
3.	Installation Services	1	LS	\$ 7,651	\$ 7,651
4.	Mulch	1	LS	\$ 2,459	\$ 2,459
5.	Geotextile	1	LS	\$ 166.40	\$ 166.40
6.	ADA Ramp	1	LS	\$ 725	\$ 725
7.	Freight	1	LS	\$ 2,009.10	\$ 2,009.10
8.	Discounts	1	LS	\$ - 8505	\$ - 8508
	TOTAL BID:			\$ 39,650.50	\$ 39,650.50

City of Holly Hill
Holly Hill, Florida. CD218609



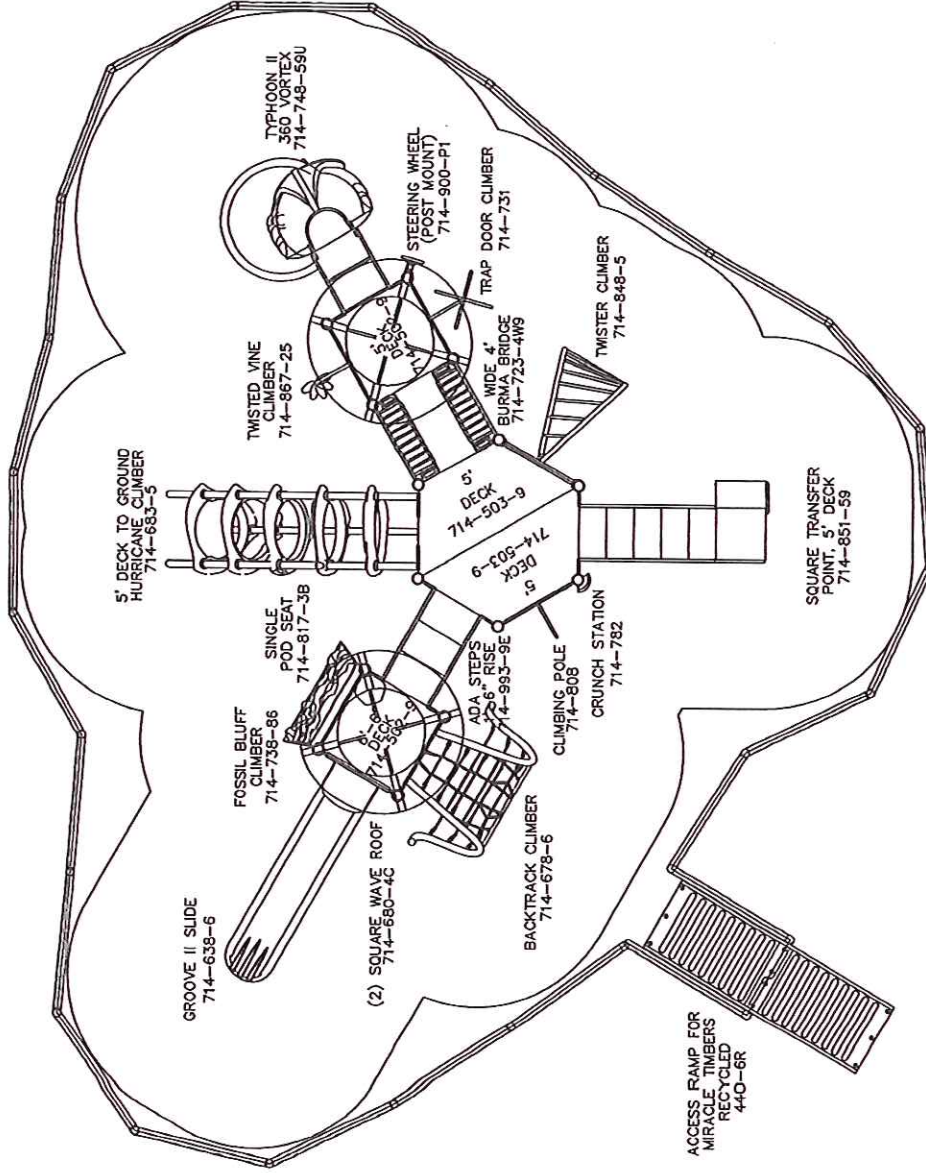
www.miracle-recreation.com

City of Holly Hill
Holly Hill, Florida. CD218610



www.miracle-recreation.com

CITY OF HOLLY HILL
HOLLY HILL, FLORIDA



Play Area Capacity: 70-80



To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each play system's main entry point(s) to inform parents and supervisors of the age appropriateness of the play system and general rules for safe play.



THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.	CD218609-610	✓	COMPLIES TO CPSC	DESIGNED FOR AGES 5-12	SCALE: 1/8" = 1'-0"
		✓	COMPLIES TO ASTM		
		GROUND SPACE: 36' X 26' 50' X 40' PROTECTIVE AREA:	✓	COMPLIES TO ADA	TYPE: 0
			QUANTITY: 0	AR	

CONTRACT SUM

PROJECT: Ross Point Playground - CDBG

Name of Bidder: PlayCore Wisconsin DBA GameTime

Mailing Address: PO Box 520700

Street Address: 632 Florida Central Parkway

CITY/State/Zip: Longwood, FL. 32752

Phone Number: (800) 432-0162

FAX Number: (407) 331-4720

ALL PRICES F.O.B. HOLLY HILL

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

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

Item No.	Description	Qty.	Unit	Unit Cost	Total
1.	Playground System	1	LS	\$ 34,267.00	\$ 34,267.00
2.	Provision of playground border	1 (30)	LS	\$ 48.00	\$ 1,440.00
3.	Installation Services	1	LS	\$ 9,200.00	\$ 9,200.00
4.	Mulch	1 (1100)	LS	\$ 1.55	\$ 1,705.00
5.	Geotextile	1	LS	\$ 298.00	\$ 298.00
6.	ADA Ramp	1	LS	\$ 425.00	\$ 425.00
7.	Freight	1	LS	\$ 2,221.23	\$ 2,221.23
8.	Discounts	1	LS	\$ 10,556.23	\$ 10,556.23
9.	Bond Cost	1		1,000.00	\$ 1,000.00
	TOTAL BID:			Total Bid	\$40,000.00

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 13th day of May, 2016.

PlayCore Wisconsin DBA GameTime
(Name of PROPOSER)

[Signature]
(Signature of person signing FORM)

Rob Dominica
(Printed name of person signing FORM)

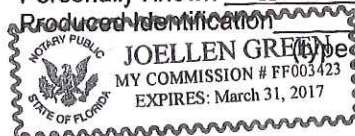
Pres/drp
(Title of person signing FORM)

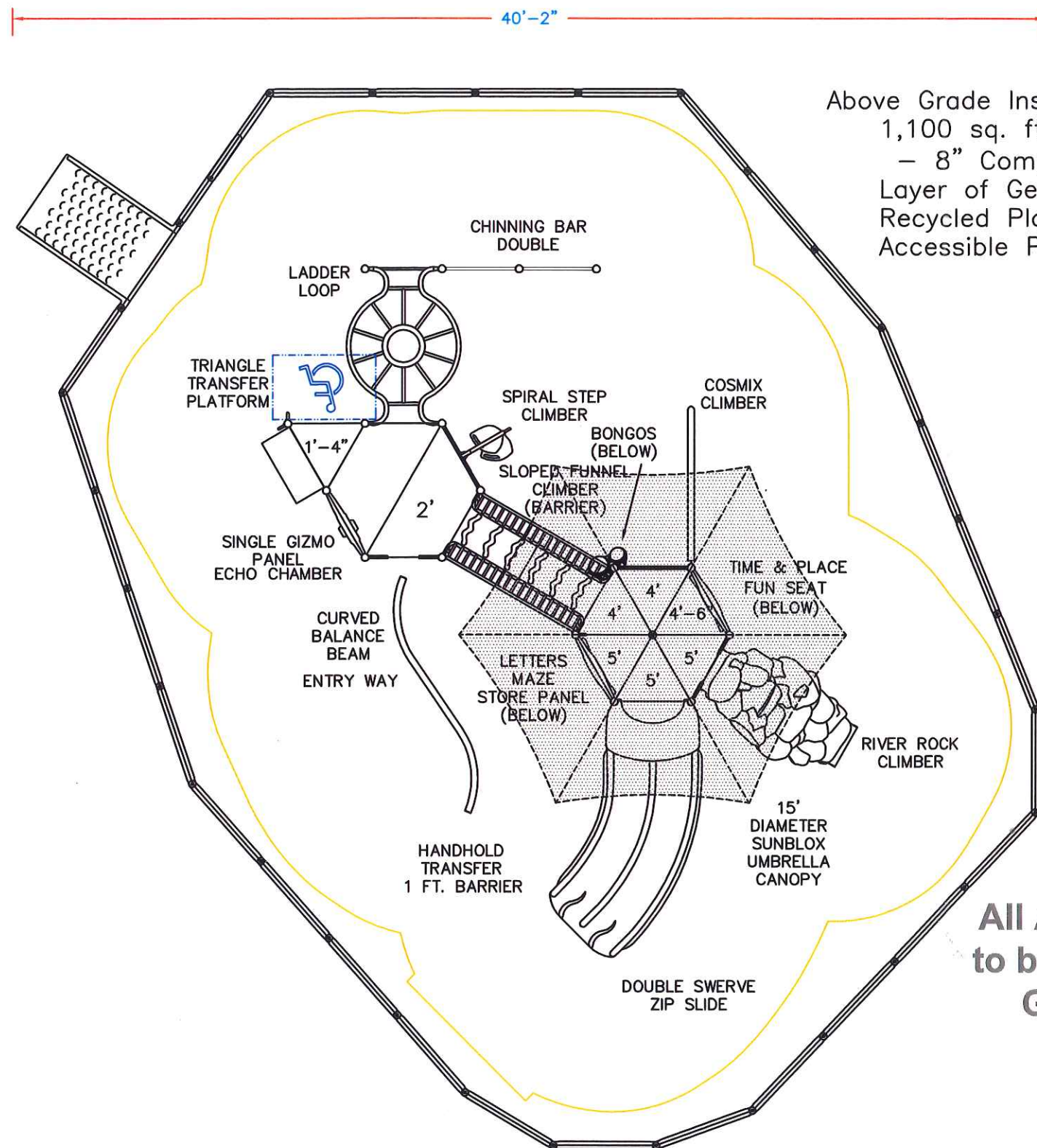
Sworn to and subscribed before me

This 13th day of May, 2016.

[Signature]
Signature of Notary (& Stamp)
Notary Public, State of

Personally Known X or
Produced Identification
(Type of identification)





Above Grade Installation
 1,100 sq. ft. GTImpax Engineered Wood Fiber
 - 8" Compacted Depth
 Layer of Geotextile Fabric
 Recycled Plastic PlayCurb Borders
 Accessible PlayCurb Border

All Accent Metal
 to be Hot-Dipped
 Galvanized

Total Play Events : 15
Child Capacity : 45-60

Slides : 2
 Climbers : 3
 Play Panels / Events : 6
 Balance Event : 1
 Links : 1
 Overhead Event : 1

Play Types -

Auditory
 Balancing
 Brachiating
 Chinning
 Climbing
 Gathering/Social
 Imaginative
 Manipulative
 Sliding

ADAAG Compliant
IPEMA Certified
ASTM & CPSC Compliant
FBC2014 Compliant



150 PlayCore Drive SE
 Fort Payne, AL 35967
 www.gametime.com



Ross Point Park
 City of Holly Hill

Representative
 Dominica Recreation Products

This play
 equipment is
 recommended
 for children ages
 5 - 12

Minimum Area Required:

Scale: 1" = 5'-0"

This drawing can be
 scaled only when in
 an 11" x 17" format

IMPORTANT: Soft resilient surfacing
 should be placed in the use zones of all
 equipment, as specified for each type of
 equipment, and at depths to meet the
 critical fall heights as specified by the U.S.
 consumer Product Safety Commission,
 ASTM standard F 1487 and Canadian
 Standard CAN/CSA-Z-614

Drawn By:
 Rob

Date:
 5-12-16

Drawing Name:
 Holly Ross



Ross Point Park

Attachment: Playcore (Gametime) Proposal (1358 : Ross Point Playground - CDBG)



Ross Point Park

Attachment: Playcore (Gametime) Proposal (1358 : Ross Point Playground - CDBG)



150 PlayCore Drive, SE
Fort Payne, Alabama 35967
Telephone: 256/845-5610
Facsimile: 256/845-9361
Email: service@gametime.com



A PLAYCORE Company

GAMETIME® WARRANTIES

GameTime provides warranties on all materials and workmanship for one year, excluding vandalism.

In addition, GameTime offers:

- ✓ Lifetime limited warranty on PowerScape®, PrimeTime® and Xscape® uprights.
- ✓ Lifetime limited warranty on all hardware.
- ✓ Lifetime limited warranty on GameTime PowerScape Tru-Loc® connections.
- ✓ Ten-Year limited warranty on PrimeTime and Xscape bolt-through connections.
- ✓ Fifteen-Year limited warranty on metal decks, pipes, rungs, rails and loops.
- ✓ Fifteen-Year limited warranty on rotationally molded products.
- ✓ Five-Year limited warranty on glass fiber reinforced concrete PlayWorx structures.
- ✓ Twenty-Year limited warranty on Timber Décor™ recycled plastic lumber products.
- ✓ Five-Year limited warranty on nylon-covered cable net climbers and components.
- ✓ Ten-Year limited warranty on pressure-treated pine and redwood products.
- ✓ Ten-Year limited warranty on iTrack® fitness equipment (does not include Endurance).
- ✓ Ten-Year limited warranty on site furnishings.
- ✓ Ten-Year limited warranty on integrated GTShade® products.
- ✓ Ten-Year limited warranty on fiberglass and DHPL signage.
- ✓ Five-Year limited warranty on Super Seats™.
- ✓ Three-Year limited warranty on SaddleMates® rubber and "C"-springs.
- ✓ One-Year limited warranty on all other GameTime products.

All warranties specifically exclude damage caused by vandalism; negligence, improper installation or improper use; changes in appearance resulting from weathering; scratches, dents or marring as a result of use. Warranties are valid only if products are installed and maintained in accordance with GameTime instructions and use approved parts.

GTW130125

Page 1

CONTRACT SUM

PROJECT: Ross Point Playground - CDBG

Name of Bidder: PLAYMORE WEST, INC.Mailing Address: 10271 DEER RUN FARMS RD., SUITE 1Street Address: SAMECITY/State/Zip: FT. MYERS, FL 33966Phone Number: (239) 791 2400FAX Number: (239) 791 2401

ALL PRICES F.O.B. HOLLY HILL

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

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

Item No.	Description	Qty.	Unit	Unit Cost	Total
1.	Playground System	1	LS	\$	\$ 30,387.00
2.	Provision of playground border	1	LS	\$	\$ 1,440.00
3.	Installation Services	1	LS	\$	\$ 9,363.75
4.	Mulch	1	LS	\$	\$ 1,547.07
5.	Geotextile	1	LS	\$	\$ 160.00
6.	ADA Ramp	1	LS	\$	\$ 1,128.00
7.	Freight	1	LS	\$	\$ 3,989.00
8.	Discounts	1	LS	\$	\$ -8,238.75
	TOTAL BID:				\$ 39,776.07

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

PLAYMORE WEST, INC
(Name of PROPOSER)

[Signature]
(Signature of person signing FORM)

LUKE RUSSELL
(Printed name of person signing FORM)

VICE PRESIDENT
(Title of person signing FORM)

Sworn to and subscribed before me

This 10 day of May

2016

Melissa Vega
Signature of Notary (& Stamp)

Notary Public, State of

Florida

Personally Known ☒ or

Produced Identification _____

(type of Identification)





Ross Point

Holy Hill, FL

Sales Representative

PLAYMORE

Recreational
Products & Services

Equipment Manufacturer

PLAYWORLD
The world needs play.

16-1938A PLM

Attachment: Playmore West Proposal (1358 : Ross Point Playground - CDBG)



Ross Point

Holy Hill, FL

16-1938A PLM

Sales Representative

PLAYMORE

Recreational
Products & Services

Equipment Manufacturer

PLAYWORLD
The world needs play.

Attachment: Playmore West Proposal (1358 : Ross Point Playground - CDBG)



Ross Point

Holy Hill, FL

Sales Representative

PLAYMORE

Recreational
Products & Services

Equipment Manufacturer

PLAYWORLD
The world needs play.

Attachment: Playmore West Proposal (1358 : Ross Point Playground - CDBG)



Ross Point

Holy Hill, FL

Sales Representative

PLAYMORE

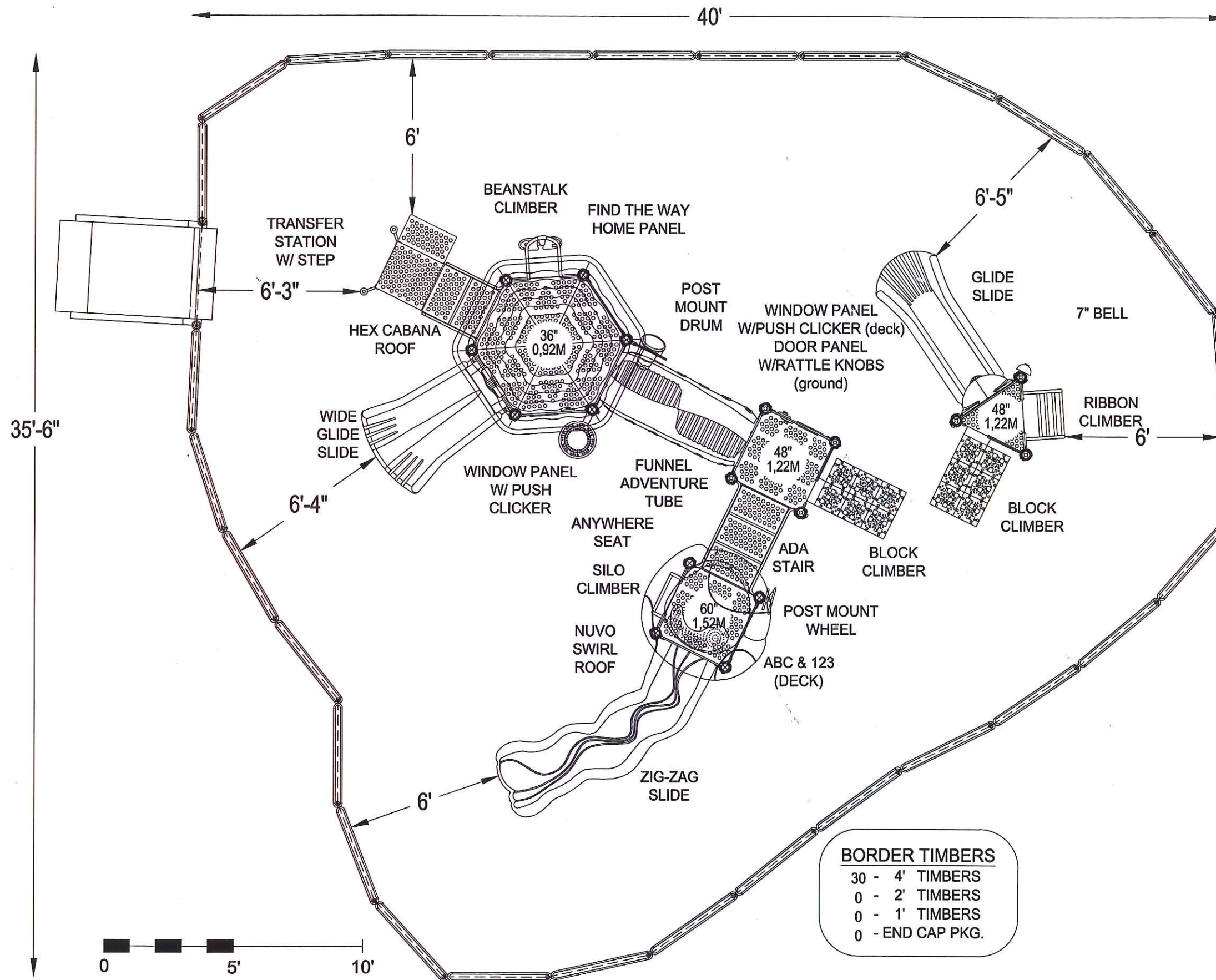
Recreational
Products & Services

Equipment Manufacturer

PLAYWORLD
The world needs play.

16-1938A PLM

Attachment: Playmore West Proposal (1358 : Ross Point Playground - CDBG)



*PLAYGROUND SUPERVISION REQUIRED

Attachment: Playmore West Proposal (1358 : Ross Point Playground - CDBG)



Playmore Recreational
Products & Services
10271 Deer Run Farms Road
Suite 1
Fort Myers, FL 33966

EQUIPMENT SIZE:
26' x 17' x 13'

USE ZONE:
40'X35'6"

AREA:
1072 SqFt.

PERIMETER:
124 Ft.

FALL HEIGHT:
5 Ft.

USER CAPACITY:
51

AGE GROUP:
2-5

ADA SCHEDULE	Total Elevated Play Activities: 13		
	Total Ground-Level Play Activities: 4		
	Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types
Required	7	4	3
Provided	10	4	3

✓ ASTM F1487-11
✓ CPSC #325



PROJECT NO:
16-1938A

SCALE:
1/4"=1'-0"

DRAWN BY:
JEFF WILLIAMS

Paper Size

DATE:
04.MAY.16

B

ROSS POINT

HOLY HILL, FL 32117

Terms, Conditions and Warranty Certificate

CONTROLLING TERMS: An order or acceptance of products by customer constitutes acceptance of these Terms and Conditions in their entirety, without regard to any terms and conditions contained in any document of customer, even if they are additional to and not in conflict with these Terms and Conditions.

PRICES: Prices are subject to change without notice. Unless otherwise stated in writing, all prices are F.O.B. Lewisburg, PA, and shall be exclusive of transportation, insurance, taxes, license fees, customs fees, duties, premiums, fees, installation expenses and other charges. Any such taxes, fees and charges will, at Playworld Systems, Inc. option, be added to the price, paid directly by the customer or reimbursed by customer if paid by Playworld Systems, Inc..

TERMS OF PAYMENT: Unless credit is specifically granted in writing by Playworld Systems, Inc., payment in full is due upon delivery. All payments for products released and shipped on approved credit accounts shall be due in full and in legal tender of the United States (unless otherwise indicated by Playworld Systems, Inc. on the invoice) thirty (30) days from the date of invoice thereof. If Customer fails to perform the terms of payment of any invoice or if the financial condition of Customer shall become impaired or unsatisfactory to Playworld Systems, Inc., Playworld Systems, Inc., in its sole discretion, reserves the right to change the terms of payment, require payment in advance or security or a guaranty satisfactory to it and/ or defer or discontinue further shipments without prejudice to any other lawful remedy available to Playworld Systems, Inc.. Playworld Systems, Inc. also reserves the right in the case of any of the foregoing events to cancel all of Customer's orders, in which event Customer shall fully compensate Playworld Systems, Inc. for any commitments, obligations, expenditures, expenses and costs that may have incurred in connection with the orders (e.g., conversion charges, restocking charges). A delinquency charge of 1-1/2% interest per month overdue will be charged on past due accounts but in no event will the delinquency charge be greater than the maximum rate permitted by law. Customer shall pay all fees and expenses (including attorneys' fees) incurred by Playworld Systems, Inc. in the enforcement of its rights hereunder.

SET OFF: Playworld Systems, Inc. shall have the right at any time and without notice, to set off any liability or obligation of Customer to Playworld Systems, Inc. against

any liability or obligation of Playworld Systems, Inc. to Customer.

FREIGHT CHARGES: Determined and collected by carrier.

LOSS or DAMAGE in TRANSIT: Playworld Systems, Inc. is not responsible for loss or damage in transit. Our responsibility ends when the carrier signs the Bill of Lading, which is our receipt that the products were complete and in good condition when shipped. It is the customer's responsibility to check the number of pieces shown on the freight bill and our Bill of Lading. Any shortages or damages should be noted on the freight bill before it is signed.

DELIVERY: Delivery and shipment dates are estimates only, and does not guarantee delivery or shipment on or by such dates.

INSTALLATION: Installation is not included in the purchase price of Playworld Systems, Inc.'s products, unless expressly noted on the invoice. IT IS CUSTOMER'S RESPONSIBILITY TO ASSEMBLE, INSTALL AND USE THE PRODUCTS SAFELY AND IN ACCORDANCE WITH OUR INSTALLATION INSTRUCTIONS.

INSPECTION: All products must be inspected upon receipt and claims must immediately be filed with the transportation company and Playworld Systems, Inc. when there is evidence of shipping damage, either concealed or external.

EXPORT: Customer is responsible for compliance with applicable export laws and obtaining the appropriate export licenses when reselling the products.

Limited Warranty

Playworld Systems, Inc. warrants its products to the original customer to be free from structural failure due to defect in materials or workmanship during normal use and installation in accordance with our published specifications.

The warranty shall commence on the date of the Playworld Systems, Inc. invoice and terminate at the end of the period stated below.

The warranty stated is valid ONLY if the products and structures are: erected properly and in conformity with the layout plan and/or installation instructions furnished by Playworld Systems, Inc. using approved parts; maintained and inspected in accordance with Playworld Systems, Inc. instructions; subjected to normal use for the purpose for

Terms, Conditions and Warranty Certificate *continued*

which the goods were designed; not subject to vandalism, misuse, neglect, accident or unauthorized addition or substitution of parts; not moved, in whole or in part, after its initial installation; and not modified, altered, or repaired by persons other than Playworld Systems, Inc. or its designees in any respect which, in the sole judgment of Playworld Systems, Inc., affects the condition or operation of the structures This warranty does not cover: 1) Cosmetic damage or defects, such as surface scratches, dents, marring, fading, discoloration, corrosion, warping of recycled plastic lumber, and cracking or peeling of Eco-Armor® polyethylene coating; 2) Damage due to normal wear and tear; 3) Damage due to "Acts of God", such as hail, flooding, lightning, tornadoes, sandstorms, earthquakes, and windstorms; and 4) Damage due to "Environmental Factors", such as wind-blown sand, salt water, salt spray, or airborne emissions from industrial sources.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF CONDITION, DESCRIPTION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR ANY REPRESENTATIONS OR WARRANTIES MADE IN ANY BROCHURES, MANUALS, CATALOGS, LITERATURE OR OTHER MATERIALS OF Playworld Systems, Inc. FURTHER, NO REPRESENTATION,

WHETHER ORAL OR WRITTEN, OF ANY Playworld Systems, Inc. REPRESENTATIVE MAY BE SUBSTITUTED OR ALTER THE EXCLUSIVE LIMITED WARRANTY.

EXCLUSIVE REMEDY: To make a valid claim under the terms of this Warranty, the Customer's written statement of claim (including a specific description of the defect), along with a copy of the original invoice, maintenance records, and supporting photographs, must be received by Playworld Systems, Inc. on or before the end of the applicable warranty period at the following address:

**1000 Buffalo Road,
Lewisburg, PA 17837-9795 USA**

Should any breach of this warranty occur within the applicable warranty period, Playworld Systems, Inc. shall, upon proper notification in writing of the defect, correct such defect, either by repairing any defective part or parts or by making available a replacement part, at Playworld Systems, Inc. option, within 60 days of receipt of such

written notification. Playworld Systems, Inc. shall deliver repaired or replacement part or parts provided under the terms of its Limited Warranty to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts and the installation of any replacement part or parts. Replacement parts provided free of charge under the terms of Playworld Systems, Inc. Limited Warranty shall be guaranteed for the balance of the original part's applicable warranty period but not thereafter.

LIABILITY EXCLUSIONS: TO THE EXTENT PERMITTED BY LAW, Playworld Systems, Inc. SHALL IN NO EVENT BE LIABLE IN CONNECTION WITH A PRODUCT FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, BASED ON TORT, CONTRACT OR OTHER LEGAL THEORY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) ANY DAMAGES WHATSOEVER IN EXCESS OF AN AMOUNT EQUAL TO THE PURCHASE PRICE FOR SUCH PRODUCT. THE RIGHT TO RECOVER DAMAGES WITHIN THE LIMITATIONS SPECIFIED IS CUSTOMER'S EXCLUSIVE ALTERNATIVE REMEDY IN THE EVENT THAT THE REMEDY PROVIDED HEREIN FAILS OF ITS ESSENTIAL PURPOSE. **FORCE MAJEURE:** Playworld Systems, Inc. shall not be liable in any way because of unforeseen circumstances or causes beyond its control, including, without limitation, strike, lockout, embargo, riot, war, act of terrorism, fire, act of God, accident, failure or breakdown of components necessary to order completion, subcontractor, supplier or Customer caused delays, inability to obtain labor, materials or manufacturing facilities, or compliance with any law, regulation or order.

SAVINGS CLAUSE: If any part of the terms and conditions stated herein is held void or unenforceable, such part, to the extent void or unenforceable will be treated as severable, leaving valid the remainder of the terms and conditions which shall be deemed revised so as to remain enforceable to the greatest extent possible consistent with such holding.

GOVERNING LAW: All matters relating to the sale of products or services shall be governed by the law of the Commonwealth of Pennsylvania U.S.A., notwithstanding any conflict of laws principles.

DISPUTES: Customer irrevocably consents to the exclusive jurisdiction and venue of the courts of Pennsylvania, U.S.A. in the United States District Court for the Middle or Eastern District of Pennsylvania in all matters arising out of or

Terms, Conditions and Warranty Certificate *continued*

relating to the sale of products and/or services hereunder.

DESIGN: Playworld Systems, Inc. continually improves the equipment available for your play area and therefore reserves the right to change the design specifications without notice.

Limited Warranty Time Periods

LIFETIME on steel and aluminum posts, stainless steel hardware, clamps, deck hangers, post caps, and cast aluminum parts, except as otherwise specified below.

25 years on Spring Mates' aluminum castings.

15 Years on all perforated steel decks and stairs, steel rails, stationary weldments, rotationally-molded and sheet plastic components, recycled plastic lumber, roof panels, stainless steel slides, aluminum slide, and PlayWeb® tubular steel parts, except as otherwise specified below by product family type.

10 Years on fiberglass signage, RockBlocks® handholds, shade fabric and components, accessible swing seats, steel-core cable, all Fun Centers™ and FirstPlay™ play structures, and pre-cast PolyFiberCrete® or reinforced concrete products. The warranty for pre-cast concrete products does not cover minor chips, hairline cracks or efflorescence.

5 Years on all PlaySimple® play structures; DropZone Tower™; LiveWire Zip Line™; AeroGlider™; Border Timbers™; swing seats; steel coil and C springs; specialty wood and polycarbonate panels; flex treads; and site amenities including all benches, tables, litter receptacles and bike racks. All motion/moving play components and parts. All motion/moving play components and parts.

2 Years on NEOS®, electronic based play products, swing chain, swing clevises, swing galvanized attachment hardware, molded rubber bumpers, and any other materials not covered above. (*An extended 3-year NEOS parts-only warranty is available for purchase. Contact your local authorized Playworld Dealer or Playworld Systems, Inc. for more details.)

CONTRACT SUM

PROJECT: Ross Point Playground - CDBG

Name of Bidder: PLAYWORX PLAYSETS LLC

Mailing Address: 2550 SAMMY PLAINS RD., STE 225 #348

Street Address: _____

CITY/State/Zip: MAKETA, GA 30066

Phone Number: (866) 502-5013

FAX Number: (_____) _____

ALL PRICES F.O.B. HOLLY HILL

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

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

Item No.	Description	Qty.	Unit	Unit Cost	Total
1.	Playground System	1	LS	\$ 38,124.74	\$ 38,124.74
2.	Provision of playground border	1	LS	\$ included above	\$ included above
3.	Installation Services	1	LS	\$ 10,870.17	\$ 10,870.17
4.	Mulch	1	LS	\$ 2,730	\$ 2,730
5.	Geotextile	1	LS	\$ included above	\$ included above
6.	ADA Ramp	1	LS	\$ included line 1	\$ include line 1
7.	Freight	1	LS	\$ 2,000	\$ 2,000
8.	Discounts	1	LS	\$ 13,724.91	\$ 13,724.91
	TOTAL BID:			\$40,000	\$ \$40,000

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 12th day of May, 2016.

(Name of PROPOSER)

(Signature of person signing FORM)

Don Howard
(Printed name of person signing FORM)

Owner
(Title of person signing FORM)

Sworn to and subscribed before me

This 12th day of May, 2016.

(Signature of Notary (& Stamp))

Notary Public, State of

Georgia
Personally Known X or

Produced Identification _____
(Type of identification)





Playgrounds **Fun & Easy!**

Representative:
David Howard
Playworx
404-427-5270

Project:
Ross Point Park

Project No.
LP844_42502829606_1
Drawn: 2016-05-16
Drawn By: David Howard

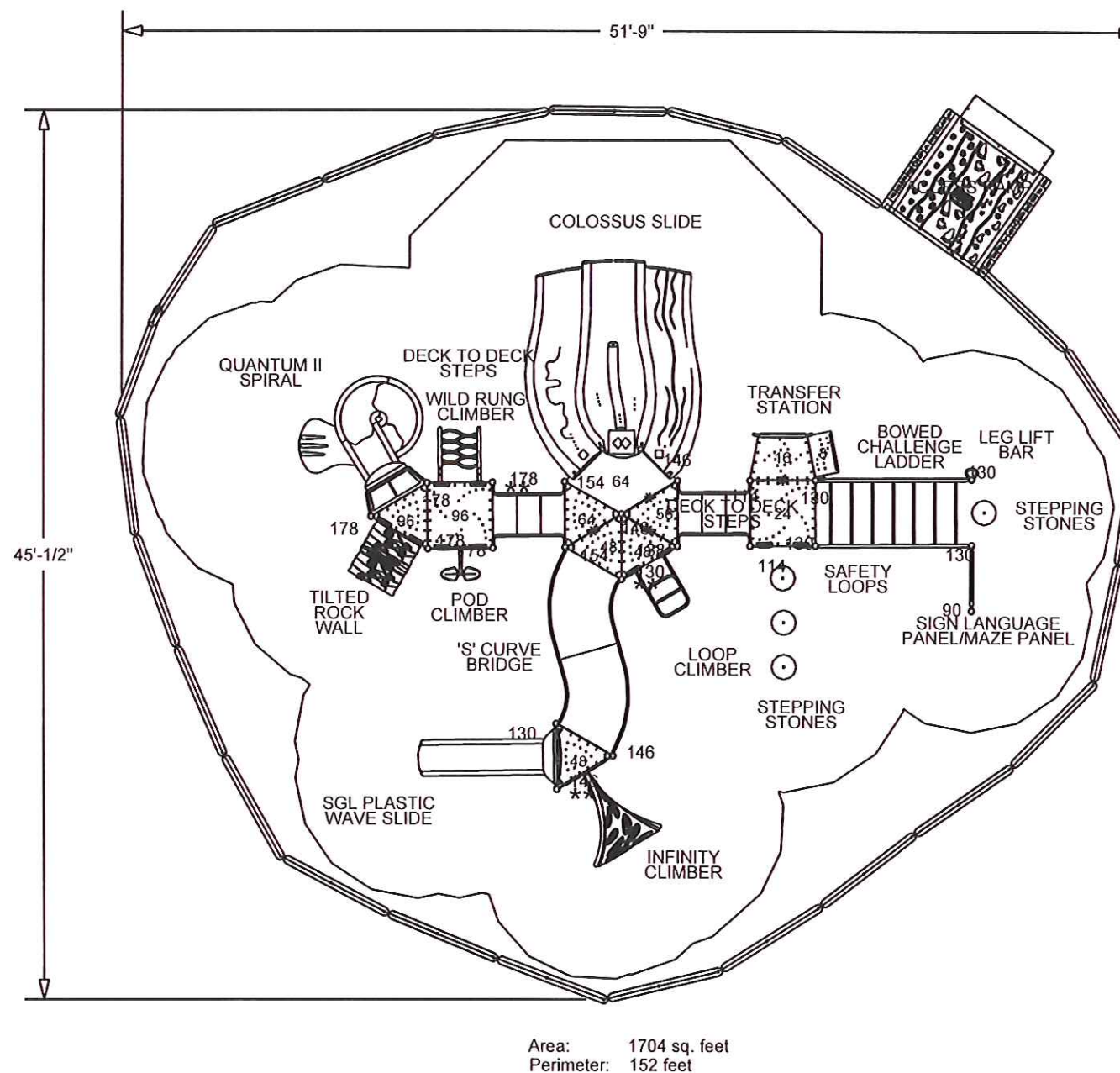
PlayArea:1
Product line:PlayBuilders
Age group:5-12
Post type:Galv. 11ga. / Plastic
Play Builder Accent Color:Lime
Play Builder Post Color:Blue
PB Panel/Crawl Tunnel Color:Lime
PB Roof/Table Color:Lime
PB Slide Color:Lime
PB Vinyl Clr:Blue
Pb Cnc Routed Plastic Color:Blu/TN/Blu
Infinity 1 Plastic Clr:Blue
Entry Slide Color:Blue
Exit Slide Color:Blue
High Bank Right 1 Color:Lime
High Bank Right 2 Color:Blue
Quantum II Nar Hood Color:Blue
Section 3 Slide Color:Blue
Pb Overhead Color:Lime
Mount Option:Buried

Playground Layout Compliance:

- ✓ Final Access Board Regulations
- ✓ CPSC Handbook for Public Safety
- ✓ ASTM F1487

This play equipment complies with the safety performance specifications of ASTM for children 5-12 years old. Not all equipment may be appropriate for all children. Supervision is required.

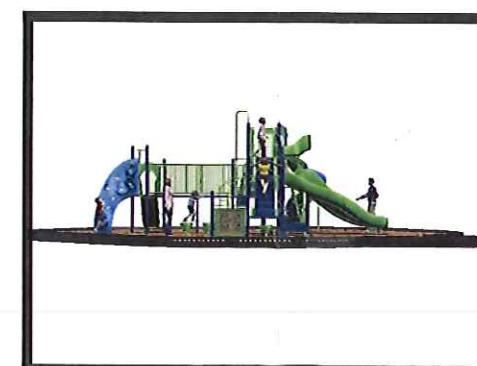
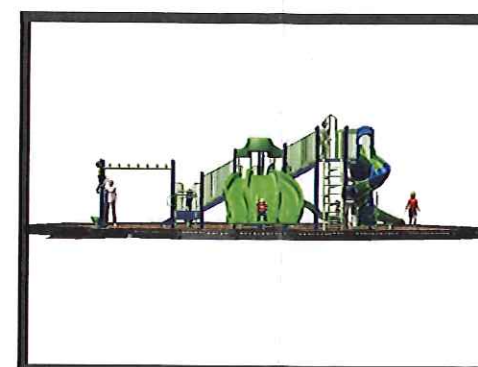
PlayPower LT Farmington, Inc.
P.O. Box 897
Farmington, Missouri 63640
Phone: 1-800-325-8828
Fax: 573-756-0319
www.ltcps.com



NOTES

Scale*: 1/8"=1'

- 1.The 2010 American with Disabilities Act (ADA) along with Architectural Barriers Act (ABA) Accessibility Guidelines requires you by law to make your park/play area accessible when viewed in its entirety. Please consult the Accessible Guidelines.
 - 2.For play equipment to be considered accessible an accessible route must be available with in the play area to all identified accessible components per ADA and ABA.
 - 3.When adding to an existing play area, it is important to consider the total elevated components to ground level requirements including accessible routes.
 - 4.All deck heights are measured from the top of the finished protective surfacing material.
 - 5.Fall absorbing protective surfacing material is required under and around all play equipment within the play area.
 - 6.The minimum recommended use/fall zone around each play structure and/or independent play equipment is outlined on the layout drawing.
 - 7 Age appropriate label locations are marked with a double asterisk. (**)
 - 8.The requirement for a Play Builder installation is that the post can not be set prior to installing the decks.
 - 9.All post lengths are identified by text showing the post lengths, i.e. 2210 or 87 represents a 2210mm or 87 inch post. Scale for reference only. Use dimensions as shown.
 - 10.Elevated Play Activities Total: 10
 - Accessible By Transfer: 10 (5 req)
 - Accessible By Ramp: 0 (0 req)
- Ground Level Activity Type: 4 (3 req)
Ground Level Activity Quantity: 5 (3 req)
- * Scale for reference only. Use dimensions as shown.



Project:
Ross Point Park

Project No.
LP844_42502829606_1
Drawn: 2016-05-16

Presented By:



David Howard
Playworx
404-427-5270



This play equipment complies with the safety performance specifications of ASTM for children 5-12 years old. Not all equipment may be appropriate for all children. Supervision is required.



PlayPower LT Farmington, Inc.
800-325-8828 www.ltcps.com



Project:
Ross Point Park

Project No.
LP844_42502829606_1
Drawn: 2016-05-16

Presented By:



David Howard
Playworx
404-427-5270



This play equipment complies with the safety performance specifications of ASTM for children 5-12 years old. Not all equipment may be appropriate for all children. Supervision is required.



PlayPower LT Farmington, Inc.
800-325-8828 www.lt cps.com



Product Warranty Statement

Revised December 1, 2010

Subject to the limitations, exclusions and provisions set out herein PlayPower LT Farmington, Inc. warrants its products, under normal use and proper maintenance, as follows:

Limited One-Year Warranty – On all products against failure due to defects in material and workmanship.

Limited 100-Year Warranty - On all aluminum posts, steel posts, stainless steel hardware and KidBuilders® steel clamps against structural failure due to corrosion or deterioration from exposure to weather or caused by defects in materials and workmanship.

Limited 50-Year Warranty - On the impact attenuation performance of LandSoft® Rubber Mulch safety surfacing when maintained to Little Tikes Commercial specifications.

Limited 15-Year Warranty - On all rigid main play structure plastic, steel, and vinyl coated components against structural failure due to corrosion or deterioration from exposure to weather or caused by defects in materials and workmanship.

Limited 10-Year Warranty - On all ShadeBuilders® steel frames against failure due to corrosion, deterioration or faulty workmanship.

Limited 10-Year Warranty - On LandSoft® Rubber Mulch color steadfastness.

Limited 8-Year Warranty - On the impact attenuation performance and appearance of LandSoft Synthetic Turf safety surfacing when maintained to Little Tikes Commercial specifications.

Limited 5-Year Warranty - On all ShadeBuilders fabric due to rot, UV deterioration (shades of red are limited to 3 years) or defective workmanship.

Limited 5-Year Warranty - On all coated steel rope cables and Matrix® steel cables against structural failure due to corrosion or deterioration from exposure to weather or caused by defects in materials and workmanship.

Limited 5-Year Warranty - On all Clever Climbers™ polyethylene slides, enclosures, main structure, decks, and plastic components against failure caused by defects in materials and workmanship.

Limited 3-Year Warranty - On KidTiles®, KidTimbers® Border Panels, Playground Sculptures and all KidRiders® products (excluding spring assemblies) against structural failure due to defects in materials and workmanship.

Limited 1-Year Warranty - On all Learning Lab™ Sensory Tables and Tot Tree plastic components against failure caused by defects in materials and workmanship.

Limited 1-year Warranty - against structural failure due to defects in materials or workmanship for all products and components that are not specifically listed above, including, without limitation, all moving parts, such as swing bearings, chains, trolleys, springs, flexible climbers, and play panel mechanisms.

LIMITATIONS, EXCLUSIONS AND ADMINISTRATION

1. The warranty periods set out above shall begin on the date products are shipped from Seller's facility. Repaired and/or replaced products are warranted through the expiration of the original warranty period.

2. Seller's Limited Warranty extends only to the original purchaser/end user of products from Seller or Seller's authorized reseller ("Original Purchaser"). It is not transferable to anyone who subsequently purchases products from the Original Purchaser.

3. Seller's Limited warranties specifically do not cover defects and damages caused by: normal wear and tear, such as scratches, dents, mars, rope fray, color fade and surface rust; improper installation and assembly, use, service and/or maintenance inconsistent with Seller's instructions and product specifications; unauthorized product modification and/or alteration; improper repair; neglect, abuse or vandalism; severe weather and natural disaster.

4. Seller's sole obligation relative to the above stated warranties is to provide replacement parts, products and materials only. Seller is expressly not required to cover labor charges or costs related to removal, repair, replacement, installation, service or handling of parts, products, or materials.

5. All warranty claims for covered products occurring within the above stated warranty periods must be submitted by Buyer in writing to Seller within thirty (30) days from the date of discovery of the alleged defect, and must include a detailed description and photographs of the alleged defect or problem. Warranty claims should be directed to:

PlayPower LT Farmington, Inc.
Attn: Customer Service
PO Box 897
Farmington, MO 63640
Phone: 800.325.8828
Facsimile: 573.760.7468
Email: warranty@ltpcs.com

Seller may elect, in its sole discretion, to inspect the alleged defect(s) at Buyer's site or at Seller's facility. Buyer shall not return parts to Seller until authorized by Seller to do so. Authorized returns to Seller's manufacturing facility in Monett, Missouri must be properly packaged and shipped prepaid and insured, at Buyer's expense. After inspection and verification of warranty coverage, repaired or replacement parts and products shall be shipped to Buyer at Seller's expense.

6. The above warranty is for repair or replacement only. Except to that limited extent, Seller shall not under any circumstance be liable for any loss, cost, damage or expense of any kind arising out of breach of this warranty or otherwise. Without intending to limit the foregoing sentence, it is specifically provided as follows: SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT OR USE, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT. IN NO EVENT WILL SELLER BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE OF A DEFECTIVE PRODUCT.

7. THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR SELLER'S PRODUCTS, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE.

ADDITIONAL ORDER POLICIES

Prices: Published prices are subject to change without notice. All orders are subject to approval by PPLT. All prices are in U.S. dollars. Product prices are FOB Monett, Missouri and do not include freight – freight charges will be added to product prices. Lease purchasing options are available through the Lease Program.

Invoice Terms: Net 30 Days. Finance charge of 1 1/2 % per month or maximum allowable by law will be added to past due balance.

Sales Tax: Will be added to the invoice except when a tax exempt certificate is furnished.

Freight Charges: Products are shipped FOB Monett, MO, Pre-Pay and Add. For orders from Municipalities, Government Agencies, School Systems and Businesses (listed favorably with Dunn & Bradstreet), freight will be prepaid and added to the invoice in accordance with PPLT's standard freight rate chart. For orders that are to be prepaid, please contact our Sales Department for a firm freight quote before sending your prepaid order.

CONTRACT SUM

PROJECT: Ross Point Playground - CDBG

Name of Bidder: TOP LINE RECREATION, INCMailing Address: 2922 HOWLAND BLVD, SUITE 3Street Address: SameCITY/State/Zip: DELTONA, FL 32725Phone Number: (800) 921-4509 X103FAX Number: (888) 909-0549

ALL PRICES F.O.B. HOLLY HILL

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

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

Item No.	Description	Qty.	Unit	Unit Cost	Total
1.	Playground System	1	LS	\$ 31,023	\$ 31,023
2.	Provision of playground border	1	LS	\$ 1,484	\$ 1,484
3.	Installation Services	1	LS	\$8,750	\$ 8,750
4.	Mulch	1	LS	\$ 1,057.80	\$ 1,057.80
5.	Geotextile	1	LS	\$ 159.59	\$ 159.59
6.	ADA Ramp	1	LS	\$ 958	\$ 958
7.	Freight	1	LS	\$ 3,814.60	\$3,814.60
8.	Discounts	1	LS	\$ -10,240.19	\$ -10,240.19
	TOTAL BID:			\$37,006.80	\$ 37,006.80

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 11 day of May, 2016.

TOP LINE RECREATION, INC.
(Name of PROPOSER)

Sonia Perkins
(Signature of person signing FORM)

SONIA PERKINS
(Printed name of person signing FORM)

PRESIDENT
(Title of person signing FORM)

Sworn to and subscribed before me

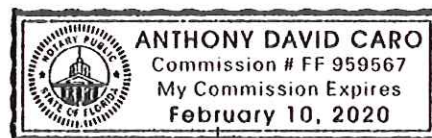
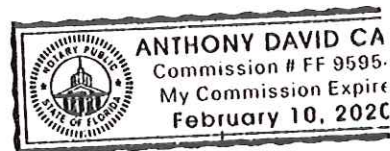
This 11 day of May, 2016.

[Signature]
Signature of Notary (& Stamp)

Notary Public, State of

Florida
Personally Known ✓ or

Produced Identification _____
(type of identification)



INFORMA
MINIMUM FALL ZONE
SURFACED WITH
RESILIENT MATERIAL
AREA

1054 SQ.FT.

PERIMETER

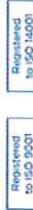
143 FT.

STRUCTURE SIZE

38' 10" x 40' 1"

STRUCTURE IS DESIGNED
FOR CHILDREN AGES:

- ☐ 6-23 MONTH OLD
☐ 2-5 YEAR OLDS
☒ 5-12 YEAR OLDS
☐ 13 + YEAR OLDS



To verify product certification,
visit www.ipema.org

The play components identified
in this plan are IPEMA
certified. The use and layout of
these components conform to the
requirements of ASTM F1487.
To verify product certification,
visit www.ipema.org

The space requirements shown
here are to ASTM standards.
Requirements for other standard
may be different.

The use and layout of play
components identified in this plan
conform to the CPSC guidelines
U.S. CPSC recommends the
separation of age groups in
playground layouts.

WARNING!

ACCESSIBLE SAFETY SURFACING MATERIAL IS REQUIRED BENEATH
AND AROUND THIS EQUIPMENT.

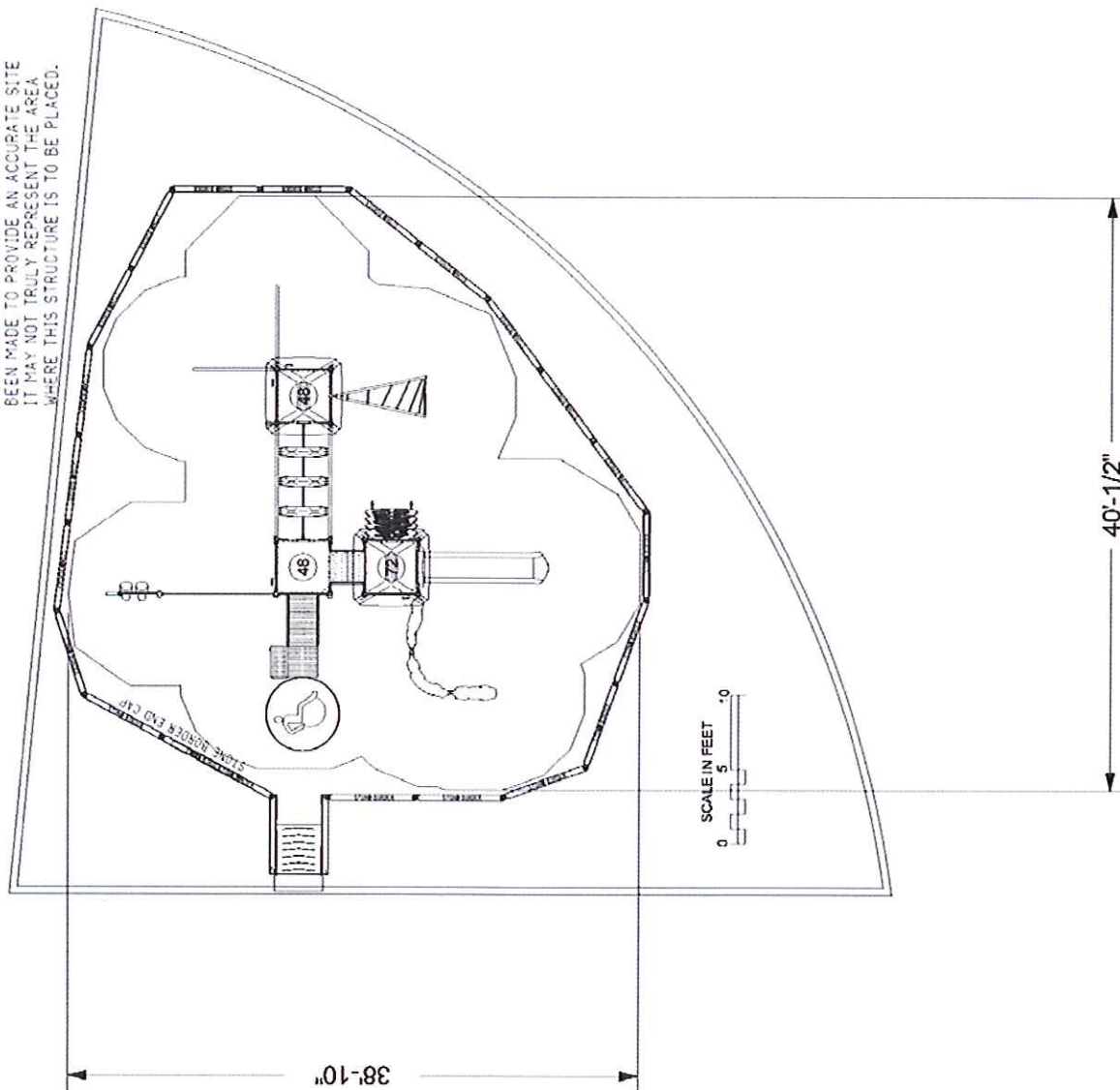
FOR SLIDE FALL ZONE SURFACING AREA SEE CPSC's Handbook for
Public Playground Safety.

PLATFORM HEIGHTS ARE IN INCHES ABOVE RESILIENT MATERIAL.

ADA ACCESSIBILITY GUIDELINE (ADAAG CONFORMANCE)

NUMBER OF PLAY EVENTS	12
NUMBER OF ELEVATED PLAY EVENTS	8
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP	PROVIDED: 0
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM	PROVIDED: 5
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM	PROVIDED: 4
NUMBER OF GROUND LEVEL PLAY EVENTS	RECD: 3
NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS	RECD: 3

NOTE: ALTHOUGH ALL ATTEMPTS HAVE
BEEN MADE TO PROVIDE AN ACCURATE SITE
IT MAY NOT TRULY REPRESENT THE AREA
WHERE THIS STRUCTURE IS TO BE PLACED.



Burke

SERIES: Voltage, Basics

SITE PLAN

DRAWN BY: John Uelmen

ROSS POINT PLAYGROUND - CDBG

611 RIVERSIDE DRIVE

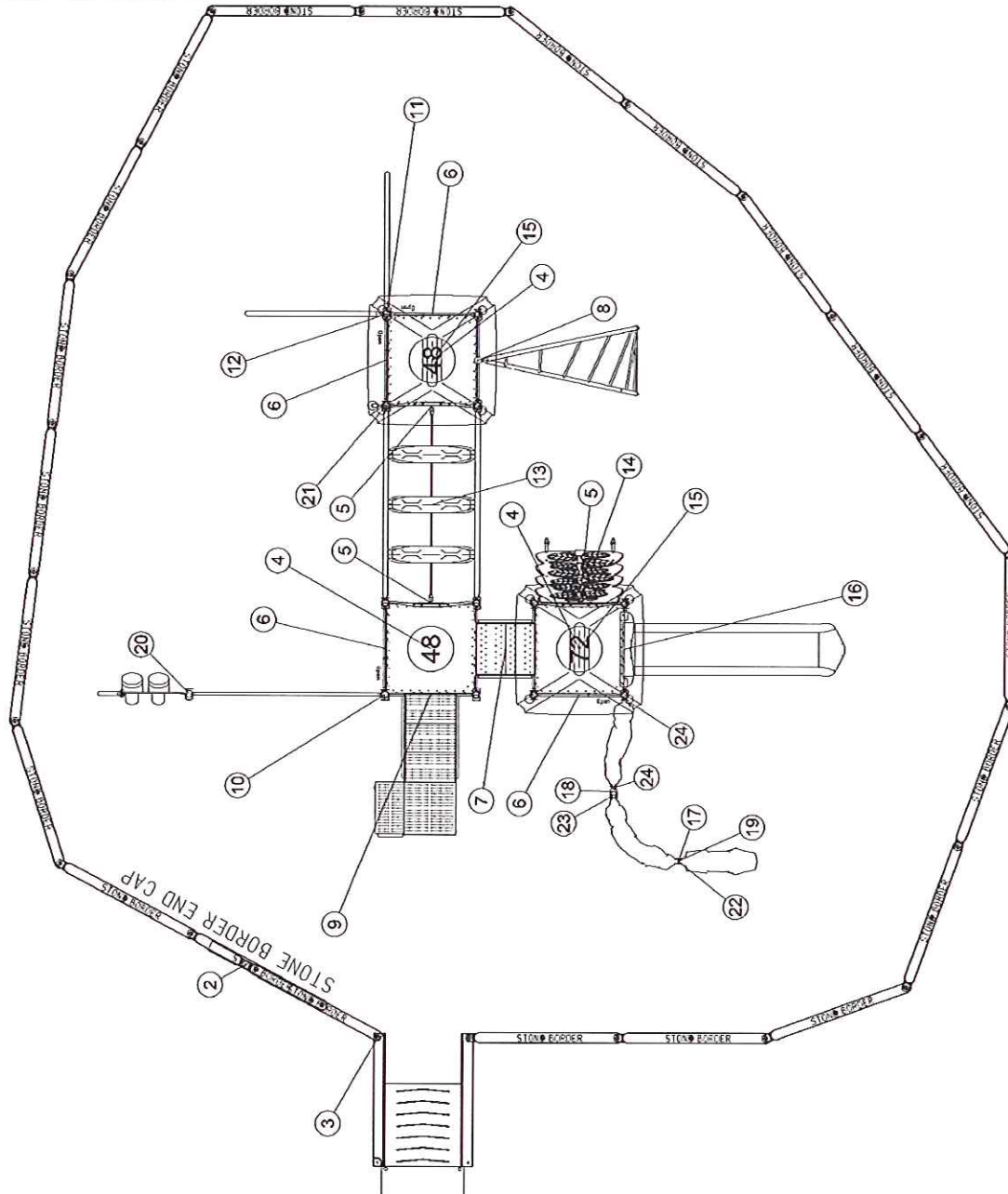
HOLLY HILL, FL 32117

Top Line Recreation, Inc.

134-92874-1

ITEM	COMP.	DESCR.
1	046-0053	61" STONE BORDER/2 DRIVE PIN
2	046-0055	END CAP
3	046-0153	BORDER RAMP W/STAKES
4	230-0222	SQUARE PLATFORM S3P
5	230-0228	UNITARY ENCLOSURE, S3
6	230-0229	OFFSET ENCLOSURE, S3
7	330-0629	24" TRANSITION STAIR W/BA
8	330-0649	48"-56" CENTER MOUNT TWI
9	330-0712	TRANSFER STATION, HANDF
10	330-0754	ODYSSEY POST LINK DOUBL
11	330-0783	POWER PEAK W/ PANELS
12	330-0786	CREST POINT CLIMBER
13	330-0788	TRIGON ARCH LINK, 8"-48"
14	370-0803	JUNGLE VINE CLIMBER 72"
15	430-0817	SHAKER SQUARE ROOF
16	430-0819	ROCK'N ROLL SLIDE, 64" - 72"
17	560-0540	ROCKIT END PANEL
18	560-0541	ROCKIT OFFSET PANEL
19	560-0542	ROCKIT CURVED PANEL
20	580-0304	TOM-TOM DRUMS ELEMENT
21	630-0156	POST MOUNTED BELL
22	660-0136	ROCKIT Z POST 88 3/4"
23	660-0137	ROCKIT ATTACHMENT POST
24	660-0138	ROCKIT ATTACHMENT POST

Attachment: Top Line Proposal (1358 : Ross Point Playground - CDBG)

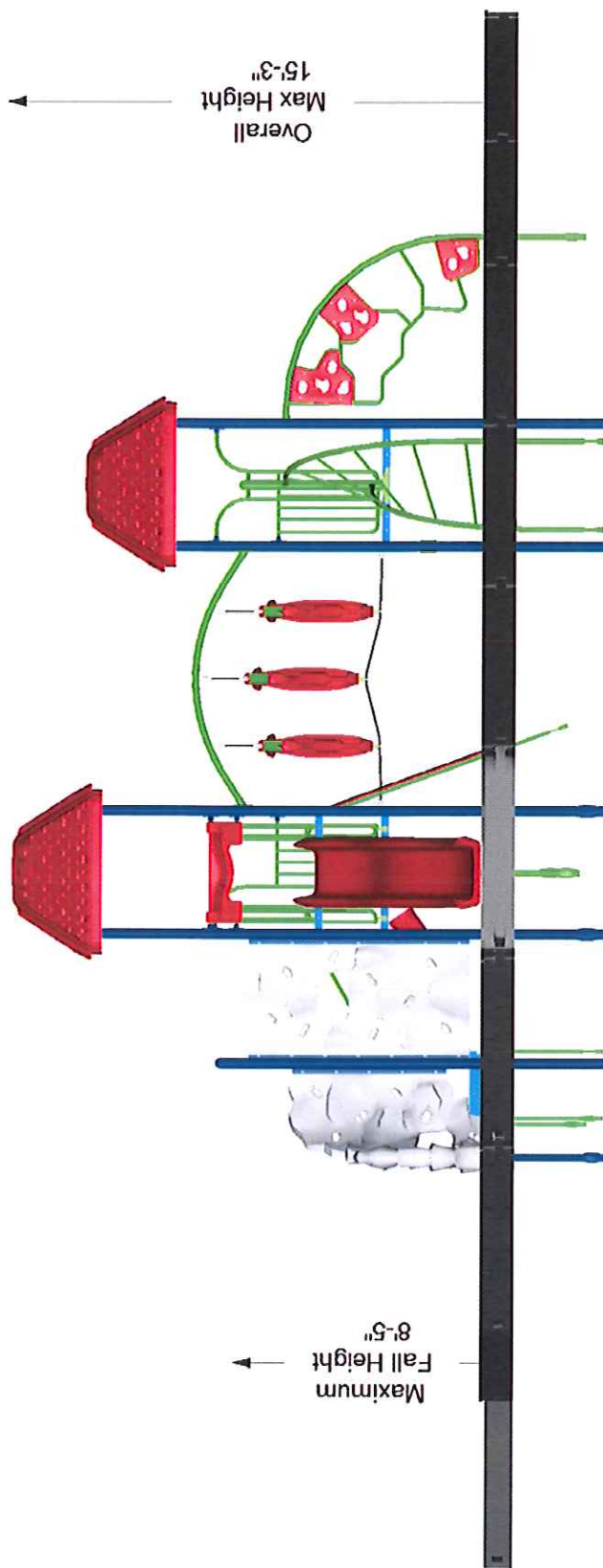


April 25, 2016

SERIES: Voltage, Basics
COMPONENT PLAN
DRAWN BY: John Uelmen

ROSS POINT PLAYGROUND - CDBG
611 RIVERSIDE DRIVE
HOLLY HILL, FL 32117

Top Line Recreation, Inc.
134-92874-1



The protective surfacing for this design must accomodate the critical fall height.

Burke.
PLAY THAT MOVES YOU.

BCIBURKE.COM | 800.266.1250



Attachment: Top Line Proposal (1358 : Ross Point Playground - CDBG)



PROPOSAL: 134-92874-1

ROSS POINT PLAYGROUND - CDBG



PROPOSAL: 134-92874-1

ROSS POINT PLAYGROUND - CDBG





BCI BURKE GENERATIONS WARRANTY™

The Longest and Strongest warranty in the industry

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of invoice.

We stand behind our products.

In addition, the following products are warranted, under normal use and service from the date of invoice as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Intensity®, Voltage™, Nucleus™ and Little Buddies®) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreKonnnect® clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers)
- One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems (Voltage™, Intensity®, Nucleus™ and Little Buddies®).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on main structure platforms and decks, metal roofs, table tops, bench tops, railings, loops and rungs.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRC products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty.
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Intensity® cables against premature wear due to natural deterioration or manufacturing defects.
- Five (5) Year Limited Warranty on swing seats and hangers; Kid Koaster® Trolleys and other moving parts against structural failure due to materials or workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Warranty Exclusions: The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control; and

Limitation of Remedies: Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

Terms of Sale

Pricing: Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

Weights: Weights are approximate and may vary with actual orders.

Installation: All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

Specifications: Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070.

01/2015

800.266.1250 | www.bciburke.com | 01/2015



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

**City Commission
Resolution**

MEETING DATE: June 14, 2016
FROM: Kurt Swartzlander
SUBJECT: Resolution 2016-R-23 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Appropriate Additional Funds for the Calle Grande Fec Railway Annual License Fee, Required by New Calle Grande License Agreement, and to Provide Park Impact Fee Funds for the Balance of the 7Th Street Neighborhood Park Project Not Funded by Frdap Grant, Providing for Severability; and Providing for an Effective Date.
NUMBER: (ID # 1361)
APPLICANT:
PLANNER:

DISCUSSION:

The Public Works Department is requesting Fund Balance Appropriations for the following (2) Projects:

- 1) Calle Grande Street FEC Railway, L.L.C. License Agreement

The City of Holly Hill recently entered into a License Agreement with FEC Railway, L.L.C. for the Calle Grande Street crossing. Per this agreement, in addition to the Railroad Crossing Signal Fee, an FDOT annual License Fee is due to FEC Railway in the amount of \$4,120. An appropriation of \$4,200 is requested from the General Fund to cover this expenditure.

- 2) 7th Street Neighborhood Park Project

The 7th Street Neighborhood Park Project has a total budget of \$60,000, \$50,000 of which is funded by a FRDAP Grant. The 7th Street Neighborhood Park Project meets the criteria of providing growth-necessitated capital improvements to the City Park System. Rather than funding the remaining \$10,000 from the General Fund as budgeted, an appropriation of \$10,000 is requested from the Park Impact Fee Trust Account to fund the remainder of the 7th Street Neighborhood Park Project.

FISCAL ANALYSIS:

- 1) As a result of a new License Agreement for the Calle Grande Street Railway Crossing, the City has been billed an FDOT annual license fee by FEC Railway, L.L.C. in the amount of \$4,120. Since this is a new License Agreement, it was not included in the 2016 annual budget and requires an appropriation from the General Fund.

- 2) The 7th Street Neighborhood Park Project was budgeted to be funded by a combination of a FRDAP Grant and the General Fund. However, being a new Park, this project meets the established purpose of providing growth-necessitated capital improvements to the City Park System. Therefore, an amendment to the 2016 annual budget is required to appropriate funds from the Park Impact Fee Trust Account. The \$10,000 remaining in the general fund will be returned to fund balance at the end the fiscal year.

STAFF RECOMMENDATION:

Approve budget amendments for the additional fund appropriations.

COMMISSION GOAL:**Goal #1:**

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

Goal #2:

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

MOTION:

Approve Resolution 2016-R-XX, additional fund appropriations for the Calle Grande Street crossing FEC Railway annual license fee in the amount of \$4,120 and for the city portion of the 7th Street Neighborhood Park project in the amount of \$10,000.

ATTACHMENTS:

- Attachment A (PDF)

Resolution No. (ID # 1361)

RESOLUTION 2016-R-23 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPROPRIATE ADDITIONAL FUNDS FOR THE CALLE GRANDE FEC RAILWAY ANNUAL LICENSE FEE, REQUIRED BY NEW CALLE GRANDE LICENSE AGREEMENT, AND TO PROVIDE PARK IMPACT FEE FUNDS FOR THE BALANCE OF THE 7TH STREET NEIGHBORHOOD PARK PROJECT NOT FUNDED BY FRDAP GRANT, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2016-R-23

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPROPRIATE ADDITIONAL FUNDS FOR THE CALLE GRANDE FEC RAILWAY ANNUAL LICENSE FEE, REQUIRED BY NEW CALLE GRANDE LICENSE AGREEMENT, AND TO PROVIDE PARK IMPACT FEE FUNDS FOR THE BALANCE OF THE 7TH STREET NEIGHBORHOOD PARK PROJECT NOT FUNDED BY FRDAP GRANT, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City has entered into a License agreement with Florida East Coast Railway, L.L.C. for the Calle Grande crossing; and

WHEREAS, The City desires to construct, use, maintain, repair, renew and ultimately remove an at-grade public road crossing across and over the tracks, right of way and property of FEC Railway at the Calle Grande crossing; and

WHEREAS, The City has obtained a FRDAP Grant for \$50,000 of the \$60,000 budget for the 7th Street Neighborhood Park Project; and

WHEREAS, The City of Holly Hill has a Park Impact Fees Trust Account with the additional \$10,000 required for the 7th Street Neighborhood Park Project; and

WHEREAS, The 7th Street Neighborhood Park Project meets the Park Impact Fee Trust Account's established purpose of providing growth-necessitated capital improvements to the City Park System.

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 authorize the appropriation of additional funds as outlined in Attachment "A" Budget Amendment Requests.

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

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

APPROVED AND AUTHENTICATED on this 14th day of JUNE, 2016.

CITY OF HOLLY HILL
Budget Amendment Request
Fiscal Year 2015-2016

Requesting Department		Date
Streets & Roads		6/14/2016
TAKE FUNDS FROM ACCOUNT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT:
001-0000-380-10-00	Appropriated Fund Balance	4,200.0
	Total	4,200.0
ADD FUNDS TO ACCOUNT NUMBER:		
001-4141-541-46-10	Traffic Light Repairs	4,200.0
	Total	4,200.0

Purpose of Transfer: (include as much detail as possible)

Appropriate funds from General Fund for FEC Railway Annual License Fee for new Calle Grande Street License Agreement per Commission Approval 6/14/16.

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: Attachment A (1361 : Budget Amendment 7Th Street Park and FEC Licensing Agreement)

CITY OF HOLLY HILL
Budget Amendment Request
Fiscal Year 2015-2016

Requesting Department		Date
Building & Grounds		6/14/2016
TAKE FUNDS FROM ACCOUNT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT:
104-0000-380-10-00	Park Impact Fees/Appropriated Fund Balance	10,000.0
	Total	10,000.0
ADD FUNDS TO ACCOUNT NUMBER:		
104-4172-572-63-00	Infrastructure	10,000.0
	Total	10,000.0

Purpose of Transfer: (include as much detail as possible)

The 7th Street Neighborhood Park Project currently has a \$60,000 budget in the General Fund Parks & Recreation Dept \$50,000 of which will be funded by a FRDAP Grant. The purpose of this new Park meets the criteria established for use of Park Impact Fees, therefore these funds are eligible to fund the balance of the 7th Street Neighborhood Park Project not funded by the FRDAP grant.

Approved by City Commission 6/14/16

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: Attachment A (1361 : Budget Amendment 7Th Street Park and FEC Licensing Agreement)



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

**City Commission
Ordinance**

MEETING DATE: June 14, 2016
FROM: Kurt Swartzlander
SUBJECT: An Ordinance of the City of Holly Hill, Florida Amending Chapter 42, Pensions and Retirement; Article Iii, Firefighters' Pension; Division 1. Generally of the Code of Ordinances of the City of Holly Hill, Florida; Amending Section 42-61, Definitions by Amending the Definitions of "Actuarial Equivalent", "Credited Service", "Firefighter", "Salary" and "Spouse"; Amending Section 42-62, Membership, Amending Section 42-66, Benefit Amounts and Eligibility; Amending Section 42-68, Disability; Amending Section 42-70, Optional Forms of Benefits; Amending Section 42-75, Maximum Pension; Amending Section 42-87, Prior Fire Service; Amending Section 42-88 Deferred Retirement Option Plan; Adding Section 42-90, Supplemental Benefit Component for Special Benefits; Chapter 175 Share Accounts; Providing for Severability of Provisions; Providing for Codification; Repealing All Ordinances in Conflict Herewith and Providing an Effective Date.

NUMBER: (ID # 1345)
APPLICANT:
PLANNER:

DISCUSSION:

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

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

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

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

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

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

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

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

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

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

STAFF RECOMMENDATION: Adopt as proposed

COMMISSION GOAL:

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

MOTION: Approve Second and Final Reading of Ordinance 2974 as proposed to amend the Fire Pension Plan.

ATTACHMENTS:

- Holly Hill Fire Actuarial Impact Statement (PDF)

HISTORY:

05/24/16

Next: 06/14/16

City Commission

APPROVED AT 1ST READING

Ordinance No. (ID # 1345)

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

ORDINANCE NO. 2974

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

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

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

* * *

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

* * *

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

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

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

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

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

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

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

* * *

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

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

* * *

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

Sec. 42-62. Membership.

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

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

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

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

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

* * *

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

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

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

* * *

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

* * *

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

* * *

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

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

* * *

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

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

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

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

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

* * *

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

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

Sec. 42-88. Deferred Retirement Option Plan.

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

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

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

(c) *Funding.*

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

(2) *Transfers from retirement system.*

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

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

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

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

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

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

(2) *Form of distribution.*

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

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

(3) *Date of payment of distribution.*

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

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

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

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

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

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

(e) *Administration of DROP.*

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

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

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

(4) *Limitation of liability.*

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

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

(f) *General provisions.*

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

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

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

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

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

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

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

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

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

(5 9) *Written elections, notification.*

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

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

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

(7 11) *Construction.*

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

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

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

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

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

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

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

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

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

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

APPROVED AND AUTHENTICATED on this 14th day of JUNE, 2016 for Second Reading.



May 11, 2016

Via Mail & Email

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

Re: Firefighters' Pension Plan
Actuarial Impact Statement

Dear Bill:

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

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

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

If you have any questions, please let me know.

Sincerely,

Patrick T. Donlan

PTD/lke

Enclosures

cc: Lee Dehner, Board Attorney

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

Re: Actuarial Impact Statement

Dear Mr. Brinkman:

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

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

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

Sincerely,

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

Re: Actuarial Impact Statement

Dear Ms. Carr:

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

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

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

Sincerely,

CITY OF HOLLY HILL
FIREFIGHTERS' PENSION PLAN
ACTUARIAL IMPACT STATEMENT

May 11, 2016
(Page 1)

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

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

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

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

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

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


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

CITY OF HOLLY HILL
FIREFIGHTERS' PENSION PLAN
ACTUARIAL IMPACT STATEMENT

May 11, 2016
(Page 2)

STATEMENT OF PLAN ADMINISTRATOR

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

Board of Trustees

COMPARATIVE SUMMARY OF PRINCIPAL VALUATION RESULTS

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

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

D. Actuarial Present Value of Accrued Benefits

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

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

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

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

E. Pension Cost

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

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

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

ACTUARIAL ASSUMPTIONS AND METHODS

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

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

SUMMARY OF PLAN PROVISIONS
(Through Ordinance No. 2943)

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

Early Retirement

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

Vesting

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

Disability

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

Pre-Retirement Death Benefits

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

Board of Trustees

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

Deferred Retirement Option Plan

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



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

**City Commission
Ordinance**

MEETING DATE: June 14, 2016
FROM: Kurt Swartzlander
SUBJECT: Ordinance No. 2975 An Ordinance of the City of Holly Hill, Florida, Amending Chapter 62 (Taxation), Article II (Local Business Tax Receipt), Section 42 (Schedule of Tax Rates) to Increase the Tax Rate; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.
NUMBER: (ID # 1350)
APPLICANT:
PLANNER:

DISCUSSION: The City of Holly Hill under Section 205.0535 of the Florida State Statutes is given the authority to levy Business Tax Receipts on all persons or entities engaged in the conduct of commerce within the City Limits. Chapter 62 (Taxation), Article II (Local business Tax Receipts) of the City of Holly Hill Code of Ordinances provides the implementation guidelines for the City to levy the annual business tax receipt. The rate structure contained within the current ordinance was implemented in 2010 and prior to that update was last amended in 1994. No rate changes have occurred since that time.

Business tax receipt registration provides the City with a method to ensure that we protect the health, safety and welfare of all of our citizens. It is essential that the City have prior knowledge of the type of business located at each address to ensure that:

- 1) Firefighters responding to fires have full knowledge of what is stored on site to prevent harm to themselves and citizens.
- 2) Utilities (consistent with DEP regulations) must have knowledge of the type of business at each location and storage or use of any materials that may pollute the water system. As required by statute, the City must report by category the different types of businesses and ensure the proper measures are in place based on type of business to prevent contamination and protect

the water system.

- 3) Police & Code Enforcement cannot apply the City's code and zoning regulations equitably without knowledge of the purported business at each location. Likewise, as officers investigate crime scenes prior knowledge of what is located on that site protects officers and citizens from harm.

Under current Florida Statute the City is allowed to increase its business Tax Receipt Rate by 5% every other year. As a result of no rate increases since 2010 the city has foregone the opportunity of realizing over 10% increase in fees.

While the proposed increase of 5% does not offset the expenses associated with these services and they must continue to be supported through tax dollars, establishing a regular increase consistent with state statute will at a minimum place more of the burden on the property owner requiring the service and alleviate the steady increased burden to the tax payers to offset costs associated with this service.

FISCAL ANALYSIS:

While the proposed increase of 5% does not offset the expenses associated with these services and they must continue to be supported through tax dollars, establishing a regular increase consistent with state statute will at a minimum place more of the burden on the property owner requiring the service and alleviate the steady increased burden to the tax payers to offset costs associated with this service. Based on anticipated revenues for Fiscal Year 2017 it is estimated that this change would increase revenue around \$10,000 annually. The largest increase on a single BTR would be \$19.69 with an average increase of \$3.47 annually.

STAFF RECOMMENDATION: Approve first reading of Ordinance 2975 amending

Chapter 62 (Taxation), Article II (Local business Tax Receipts), and Section 42

(Schedule of Tax Rates) by the statutorily allowed 5% to ensure that the services rendered are more adequately covered by fees. Failure to charge for actual cost of services rendered to specific entities forces the City to supplement the cost of the services rendered with property taxes or fund balance.

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 FIRST READING OF ORDINANCE 2975 OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 62 (TAXATION), ARTICLE II (LOCAL BUSINESS TAX RECEIPT), SECTION 42 (SCHEDULE OF TAX RATES) TO INCREASE THE TAX RATE.

Ordinance No. (ID # 1350)

ORDINANCE NO. 2975 AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 62 (TAXATION), ARTICLE II (LOCAL BUSINESS TAX RECEIPT), SECTION 42 (SCHEDULE OF TAX RATES) TO INCREASE THE TAX RATE; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

ORDINANCE NO. 2975

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 62 (TAXATION), ARTICLE II (LOCAL BUSINESS TAX RECEIPT), SECTION 42 (SCHEDULE OF TAX RATES) TO INCREASE THE TAX RATE; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill has not increased Business Tax Receipt rates since 2010; and

WHEREAS, The City of Holly Hill is desirous of increasing the Business Tax Receipts rates per the allowed amount under Florida S.S. 205.0535(4).

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

SECTION 1. The City Commission of the City of Holly Hill hereby amends Chapter 62 (Taxation), Article II (Local business Tax Receipts), Section 42 (Schedule of Tax Rates) to read as follows:

Sec. 62-42. Schedule of tax rates.

The annual amount of receipt tax to be levied and collected are hereby established in accordance with the classifications and rates set forth in the following schedule. Any businesses, professions and occupations not specifically enumerated in such schedule shall be licensed in accordance with the most reasonable comparable classifications, which may be established by resolution adopted by the city commission. These rates shall be effective July 1st, 2016.

A		
ADULT DAY CARE	63.00	<u>66.15</u>
ADVERTISING AGENT OR AGENCY	63.00	<u>66.15</u>
ADVERTISING PROMOTIONS, out-of-town firms	63.00	<u>66.15</u>

AGENCIES, AGENTS, OR REPRESENTATIVES:		
Artist, agent or solicitor for	63.00	<u>66.15</u>
Booking agent	105.00	<u>110.25</u>
Collection and claim agencies (other than lawyers)	63.00	<u>66.15</u>
Emigrant agency	210.00	<u>220.50</u>
Employment agencies	63.00	<u>66.15</u>
Publicity agents	63.00	<u>66.15</u>
Sales agents or representatives of wholesale merchandise	63.00	<u>66.15</u>
Unclassified agencies	73.50	<u>77.18</u>
ALTERATIONS, DRESSMAKER, TAILOR	63.00	<u>66.15</u>
AMBULANCE SERVICE , not connected with hospital or funeral home	63.00	<u>66.15</u>
AMUSEMENT ARCADE (see also Coin-Operated Machines)	105.00	<u>110.25</u>
AMUSEMENT RIDES , ferris wheel, merry-go-round, etc. .	210.00	<u>220.50</u>
ANIMAL GROOMING .	63.00	<u>66.15</u>
ANIMAL HOSPITAL	63.00	<u>66.15</u>
ANTIQUE DEALERS	105.00	<u>110.25</u>
APARTMENT HOUSES AND ROOMINGHOUSES (5 rooms exempt for owner living quarters):		
Up to 10 rooms	63.00	<u>66.15</u>
Plus per each room over 10 .	2.10	<u>2.21</u>
Serving meals (see Restaurant, etc.)		
APPRAISER , jewelry, precious gem, coin and or metal	73.50	<u>77.18</u>
ARCHERY RANGES	105.00	<u>110.25</u>
ARCHITECT , landscape and structural (see Professions And Trades)		
ARMORED CAR SERVICE AGENCY	63.00	<u>66.15</u>
ARMS DEALER , alone or in conjunction with any other business	105.00	<u>110.25</u>
ATHLETIC CLUB (see Health, Fitness, Athletic Clubs and Health Spas)		
AUCTION SALES , regularly conducted from an established place of business, each place of business	157.50	<u>165.38</u>
Per day	52.50	<u>55.13</u>
AUCTIONEER:		
Per day	31.50	<u>33.08</u>
Per year	63.00	<u>66.15</u>
AUDITING (see Bookkeeping, Accounting and Auditing; see also Professions And Trades, C.P.A.)		
AUTO PARTS, TIRES AND ACCESSORIES (see Merchant)		
AUTOMOBILE OR TRUCK DEALER , handling, buying, selling:		
Offering for sale new and used automobiles or trucks	236.25	<u>248.06</u>
Car wash (see Coin-Operated Machines)	63.00	<u>66.15</u>
Detailing	63.00	<u>66.15</u>

Dismantle and salvage yard	—210.00	<u>220.50</u>
Gasoline and oil filling station:		
First pump nozzles	—63.00	<u>66.15</u>
Each additional pump nozzle	—6.30	<u>6.62</u>
Livery, with or without drivers	—63.00	<u>66.15</u>
Repair shop	—63.00	<u>66.15</u>
Storage garage	—63.00	<u>66.15</u>
Used cars and trucks only	—105.00	<u>110.25</u>
Paint and body shop	—84.00	<u>88.20</u>
Body shop (no painting)	—63.00	<u>66.15</u>
Recapping tires	—157.50	<u>165.38</u>
Rent-a-car agency (see Rental Services)		
Wrecker/towing:		
First vehicle	—63.00	<u>66.15</u>
Each additional vehicle	—21.00	<u>22.05</u>
B		
BAIL BONDSMAN , limited surety agent	—105.00	<u>110.25</u>
BAIT DEALER	—63.00	<u>66.15</u>
BAKERIES	—63.00	<u>66.15</u>
BALLOON OR CANE PEDDLERS , per day	—31.50	<u>33.08</u>
BANKS (see Financial Institutions Or Companies)		
BARBER, BEAUTY AND/OR COSMETOLOGY SHOP:		
One to 4 chairs	—63.00	<u>66.15</u>
Each additional chair	—10.50	<u>11.03</u>
BATHS , where fee is charged and not connected with other business:		
Russian, Turkish, Steam and/or Massage	—105.00	<u>110.25</u>
BICYCLE SHOPS	—63.00	<u>66.15</u>
BILLBOARDS (see Outdoor Advertising)		
BILLIARDS, POOL OR BAGATELLE PARLORS:		
One table	—105.00	<u>110.25</u>
Each additional table	—21.00	<u>22.05</u>
BOAT AND/OR WATERCRAFT (see also Marina):		
Dealer, new and used	—236.25	<u>248.06</u>
Used only	—105.00	<u>110.25</u>
Excursion/charter	—210.00	<u>220.50</u>
Builders	—105.00	<u>110.25</u>
Yard or works	—157.50	<u>165.38</u>
BOND AND INVESTMENT DEALERS , including stocks, bonds and mortgages	—105.00	<u>110.25</u>
BOOKKEEPING, ACCOUNTING, AND AUDITING (see also Professions And Trades)	—73.50	<u>77.18</u>

BOOT AND SHOE REPAIR SHOP	—63.00	<u>66.15</u>
BOTTLING WORKS	—105.00	<u>110.25</u>
BOWLING ALLEY:		
First alley	—105.00	<u>110.25</u>
Each additional alley	—21.00	<u>22.05</u>
BURGLAR ALARM (see Security And Monitoring Systems)		
BUS COMPANY (inner-city)	—105.00	<u>110.25</u>
BUS STATIONS , on interstate business only	—105.00	<u>110.25</u>
BUSINESS SERVICES (fax, copying, shipping, mailing, etc.)	—63.00	<u>66.15</u>
C		
CABARETS (see Nightclubs, Amusement Centers)		
CABLE TV COMPANY	—210.00	<u>220.50</u>
CARNIVAL, CIRCUS, OR MINSTREL SHOWS (must be approved by commission) per day	—236.25	<u>248.06</u>
CARPET CLEANER	—63.00	<u>66.15</u>
CARPET INSTALLATION AND REPAIR	—63.00	<u>66.15</u>
CATERING SERVICE	—63.00	<u>66.15</u>
CHIMNEY CLEANER	—63.00	<u>66.15</u>
COIN-OPERATED MACHINES:		
(1) Music playing, picture or weighing machines, pinball, skill games, operated for profit, each machine	—21.00	<u>22.05</u>
(2) Vending machines or slot machines operated for profit and not in violation of state law, \$0.05 or more, each	—10.50	<u>11.03</u>
(3) Cigarette machines, exempt per state statute		
COLD STORAGE:		
Fur	—63.00	<u>66.15</u>
Food	—63.00	<u>66.15</u>
COMPUTER CONSULTANT (see Professions And Trades)		
COMPUTER SERVICE AND MAINTENANCE	—63.00	<u>66.15</u>
CONSIGNMENT DEALERS:		
Up to 5 rental spaces	—63.00	<u>66.15</u>
Each additional space	—5.25	<u>5.51</u>
CONTRACTORS:		
Building (no reduction for half year)	—105.00	<u>110.25</u>
General (no reduction for half year)	—105.00	<u>110.25</u>
Residential (no reduction for half year)	—105.00	<u>110.25</u>
CONTRACTORS AND SUBCONTRACTORS:		
Air conditioning, classes A, B and C	—105.00	<u>110.25</u>
Aluminum installers	—63.00	<u>66.15</u>
Asphalt maintenance	—63.00	<u>66.15</u>
Awnings (all types and/or storm shutters)	—63.00	<u>66.15</u>
Carpenter	—63.00	<u>66.15</u>

Drainage and sewer excavating	—210.00	<u>220.50</u>
Dredging	—105.00	<u>110.25</u>
Electrical	—105.00	<u>110.25</u>
Elevators and escalators	—63.00	<u>66.15</u>
Fencing	—63.00	<u>66.15</u>
Flooring and sanding	—63.00	<u>66.15</u>
Foundation or general excavating	—63.00	<u>66.15</u>
Garage doors	—63.00	<u>66.15</u>
General AA and residential inactive license	—31.50	<u>33.08</u>
Glass and glazing	—63.00	<u>66.15</u>
House moving/wrecking	—63.00	<u>66.15</u>
Insulation	—63.00	<u>66.15</u>
Irrigation	—63.00	<u>66.15</u>
Landscaping	—63.00	<u>66.15</u>
Maintenance (housecleaning, windows, etc.)	—63.00	<u>66.15</u>
Masonry	—63.00	<u>66.15</u>
Mechanical	—105.00	<u>110.25</u>
Signs	—63.00	<u>66.15</u>
Ornamental iron, bronze, steel, etc	—105.00	<u>110.25</u>
Painting and paperhanging (residential and commercial)	—63.00	<u>66.15</u>
Paving and grading	—210.00	<u>220.50</u>
Plastering and drywall	—63.00	<u>66.15</u>
Plumbing and gas fitting and stream fitting	—105.00	<u>110.25</u>
Pool:		
Class A, commercial pools and spas	—105.00	<u>110.25</u>
Class B, residential pools and spas	—105.00	<u>110.25</u>
Class C, servicing	—105.00	<u>110.25</u>
Pressure cleaning	—63.00	<u>66.15</u>
Roofing and/or sheet metal	—63.00	<u>66.15</u>
Sandblasting	—63.00	<u>66.15</u>
Septic tanks (bond required), special disposition	—63.00	<u>66.15</u>
Structural steel	—105.00	<u>110.25</u>
Tile, terrazzo, marble and granite	—63.00	<u>66.15</u>
Tree surgery	—63.00	<u>66.15</u>
Trucking and bulldozing	—105.00	<u>110.25</u>
Welder	—63.00	<u>66.15</u>
Well drilling, pumps and irrigation, noncity water system	—63.00	<u>66.15</u>
Windows	—63.00	<u>66.15</u>
Venetian blinds	—63.00	<u>66.15</u>
Unclassified subcontractors	—73.50	<u>77.18</u>
COUNCILING AND REFERRAL SERVICES	—73.50	<u>77.18</u>
COURT REPORTER	—73.50	<u>77.18</u>
CREDIT BUREAU	—105.00	<u>110.25</u>

D		
DAIRY PRODUCTS , milk, etc., sale and delivery	—63.00	<u>66.15</u>
DANCE HALL	—105.00	<u>110.25</u>
DANCING:		
Studio	—63.00	<u>66.15</u>
Teacher, each	—21.00	<u>22.05</u>
DELIVERY OF GOODS BY SPECIAL DELIVERY	—63.00	<u>66.15</u>
DETECTIVE:		
Class A, private investigative agency	—105.00	<u>110.25</u>
Class B, watchman, guard or patrolman agency	—105.00	<u>110.25</u>
Class C, private detective	—105.00	<u>110.25</u>
DISC JOCKEY	—63.00	<u>66.15</u>
DRESSMAKER (see Alterations, Dressmaker, Tailor)		
DRY CLEANING (see Laundries)		
E		
ELECTRIC LIGHT COMPANY	—315.00	<u>330.75</u>
EXCURSION BOATS (see Boat And/Or Watercraft, excursion/charter)		
EXPRESS COMPANY , including terminal on interstate business only	—157.50	<u>165.38</u>
EXTERMINATORS , state license required	—105.00	<u>110.25</u>
F		
FINANCIAL INSTITUTIONS OR COMPANIES:		
Banks and trust companies	—210.00	<u>220.50</u>
Building and loan associations	—210.00	<u>220.50</u>
Credit unions	—210.00	<u>220.50</u>
Finance companies and discount companies, liquidating accounts whether purchased or not	—210.00	<u>220.50</u>
Money lenders, except banks	—210.00	<u>220.50</u>
Personal finance companies	—210.00	<u>220.50</u>
FLEA MARKET:		
Operator (see Market)		
Participant (see Market)		
FLORIST	—63.00	<u>66.15</u>
FUNERAL DIRECTOR (see Professions And Trades)		
FUNERAL HOME OR CHAPEL	—63.00	<u>66.15</u>
G		
GARBAGE COLLECTORS (see Sanitation, Garbage Collectors, Recycling Collectors)		

GARDENERS AND CARETAKERS (see Lawn Maintenance and Gardening)		
GAS COMPANIES:		
Distributing through pipe lines, natural gas	—210.00	<u>220.50</u>
Bottled gas, wholesale (merchants receipt required if anything sold other than their product)	—168.00	<u>176.40</u>
Bottled gas, retail	—84.00	<u>88.20</u>
GAS PUMPS (see Automobile Or Truck Dealer)		
GASOLINE, FUEL OIL AND OTHER PETROLEUM PRODUCTS:		
Wholesale	—178.50	<u>187.43</u>
Retail delivery, each wagon or truck	—52.50	<u>55.13</u>
GLASS TINTING AND COATING	—78.75	<u>82.69</u>
GOLF LINKS:		
Regular	—210.00	<u>220.50</u>
Miniature	—105.00	<u>110.25</u>
Driving range	—105.00	<u>110.25</u>
H		
HALLS , public or for hire	—105.00	<u>110.25</u>
HEALTH, FITNESS, ATHLETIC CLUBS AND HEALTH SPAS (see also Swimming Pools)	—63.00	<u>66.15</u>
Sponsored matches, per day	—63.00	<u>66.15</u>
HORSES AND PONIES , for riding purposes	—63.00	<u>66.15</u>
HOSPITALS AND SANITARIUMS , operated for profit	—210.00	<u>220.50</u>
HOUSE CLEANING , residential only (see Janitorial Service)	—78.75	<u>82.69</u>
HOUSEHOLD MOVING COMPANIES	—73.50	<u>77.18</u>
I		
ICE:		
Peddler or distributor, not being licensed as manufacturer	—31.50	<u>33.08</u>
Each truck (see Restaurant)		
Manufacturer (see Manufacturer)		
ICE CREAM VENDOR , truck or wagon (see Restaurant, etc.)		
INCOME TAX PREPARATIONS (see Tax Service)		
INSURANCE:		
Agency, all forms	—73.50	<u>77.18</u>
Company, all forms, each company	—73.50	<u>77.18</u>
Agents, each	—42.00	<u>44.10</u>
Adjusters, independent of companies	—42.00	<u>44.10</u>
INVESTMENT COUNSELORS	—73.50	<u>77.18</u>
INVESTMENT DEALER	—105.00	<u>110.25</u>
J		

JANITORIAL SERVICE (residential and commercial)	—131.25	<u>137.81</u>
JUNK DEALER (see Salvage Dealer)		
K		
KENNEL (breeding, buying, selling, boarding or owning) 3 or more animals	—63.00	<u>66.15</u>
KINDERGARTENS (see Schools)		
L		
LABORATORY , analytical or chemical	—63.00	<u>66.15</u>
LAND DEVELOPMENT COMPANY OR AGENCY	—210.00	<u>220.50</u>
LANDSCAPING (see Contractors And Subcontractors)		
LAUNDRIES:		
Washaterias (coin-operated laundries)	—73.50	<u>77.18</u>
Mechanical or steam laundries, including dry cleaning	—105.00	<u>110.25</u>
Dry cleaners	—73.50	<u>77.18</u>
Cleaning supply services (linen, diapers, uniforms, etc.) includes trucks	—63.00	<u>66.15</u>
Branch or pickup station	—26.25	<u>27.56</u>
LAWN MAINTENANCE AND GARDENING	—63.00	<u>66.15</u>
LIVESTOCK DEALER	—63.00	<u>66.15</u>
LOCKSMITHS AND KEY MAKERS	—63.00	<u>66.15</u>
LOUDSPEAKER APPARATUS	—63.00	<u>66.15</u>
LUMBER YARDS	—105.00	<u>110.25</u>
M		
MACHINE SHOP, BLACKSMITH SHOP, OR GENERAL REPAIR SHOP (not connected with auto)	—105.00	<u>110.25</u>
MAID SERVICE (see House Cleaning; see also Janitorial Service)		
MAIL ORDER OFFICE (other than freight)	—63.00	<u>66.15</u>
MAILING SERVICE (see Business Services)		
MAINTENANCE SERVICE (see Contractors And Subcontractors)		
MANUFACTURERS:		
Each plant with 5 or less employees	—63.00	<u>66.15</u>
Each plant with 6 to 10 employees	—105.00	<u>110.25</u>
Each plant with 11 to 25 employees	—157.50	<u>165.38</u>
Each plant with 26 to 100 employees	—210.00	<u>220.50</u>
Each plant with more than 100 employees	—262.50	<u>275.63</u>
MARINA	—157.50	<u>165.38</u>
MARKET:		
Operator	—105.00	<u>110.25</u>
Participant, per day	—5.25	<u>5.51</u>
Participant, per year	—63.00	<u>66.15</u>
MASSAGE (see Baths)		

MEAT MARKET , when not licensed as merchant	—63.00	<u>66.15</u>
MEAT PACKERS (see Packinghouse)		
MEDIA/VIDEO PRODUCTION , video service	—63.00	<u>66.15</u>
MEDICAL TREATMENT CLINIC (see also Professions And Trades for doctors, physicians, surgeons and specialists)	—63.00	<u>66.15</u>
MERCHANT:		
Retail merchant, not otherwise specifically classified herein, with a value of stock of (subject to affidavits):		
First \$10,000.00 of inventory value	—63.00	<u>66.15</u>
\$10,001.00 to \$25,000.00 inventory value	—115.50	<u>121.28</u>
\$25,001.00 to \$50,000.00 inventory value	—183.75	<u>192.94</u>
\$50,001.00 to \$100,000.00 inventory value	—236.25	<u>248.06</u>
Over \$100,000.00 inventory	—315.00	<u>330.75</u>
Whenever in this schedule a receipt tax is based upon or determinable by the "value of stock carried," the value of stock carried shall be the cost value of the average stock in trade and merchandise on hand, including consignment merchandise, for the prior fiscal year. Where the receipt is not a renewal or the licensee has not completed one fiscal year, then the value of stock carried shall be the cost value of all stock in trade and merchandise on hand as of the date of commencement of business. The true value of all stock carried, as above defined, shall be stated by the applicant in his application for a receipt or for a renewal of receipt. If an applicant for a receipt fails or refuses to state or set forth the value of stock carried, or sets forth such value inaccurately, the receipt officer shall fix and determine such value from any information in his possession, and the value so fixed shall be used to determine the amount of receipt fee due the city.		
MIMEOGRAPHING, MULTIGRAPHING, DITTO, AND LITHOGRAPHING	—63.00	<u>66.15</u>
MOBILE COMMUNICATIONS AND SERVICE , cellular	—105.00	<u>110.25</u>
MOTELS, HOTELS, TOURIST COURTS, MOTOR COURTS, AND CABIN COURTS:		
Not exceeding 5 units	—63.00	<u>66.15</u>
Each additional unit	—2.10	<u>2.21</u>
Serving meals (see Restaurant, etc.)		
MOTORCYCLES, MOTOR SCOOTERS , dealer or agent:		
New	—236.25	<u>248.06</u>
Used	—105.00	<u>110.25</u>
MOVING AND FREIGHT	—73.50	<u>77.18</u>
MUSEUM	—63.00	<u>66.15</u>
N		
NAIL MANICURIST	—63.00	<u>66.15</u>

NEWSPAPER AND MAGAZINE AGENCY AND DISTRIBUTOR , not otherwise listed	—63.00	<u>66.15</u>
NEWSPAPER PUBLISHER , including job printing	—105.00	<u>110.25</u>
NIGHT CLUBS, AMUSEMENT CENTERS or other places where dancing is permitted or entertainment given whether a charge is made therefore or not, in addition to other licenses applicable and as otherwise provided herein	—63.00	<u>66.15</u>
NURSERY , day care (see Schools)		
NURSERY , flowers, plants, etc.	—63.00	<u>66.15</u>
NURSING OR CONVALESCENT HOMES , state license required:		
1 to 10 beds	—73.50	<u>77.18</u>
Each additional bed	—2.10	<u>2.21</u>
O		
OUTDOOR ADVERTISING , where permitted	—210.00	<u>220.50</u>
P		
PACKINGHOUSE:		
Fruit	—63.00	<u>66.15</u>
Meat	—157.50	<u>165.38</u>
Vegetables	—63.00	<u>66.15</u>
PATROL SERVICES (see Detective)		
PAWNBROKER AND SIMILAR AGENCIES , where personal property as security for loan is taken into custody of the lender	—393.75	<u>413.44</u>
PEAT MOSS SALE FROM TRUCK, STAND (see Merchant)		
PET SHOP (see also Kennel)	—63.00	<u>66.15</u>
PHARMACY (see Merchant)		
PHOTOGRAPHERS AND PHOTO SHOPS:		
Itinerant portrait solicitors and agents without licensed place of business in city	—105.00	<u>110.25</u>
Permanently located photographers with studio but not engaged in selling photo supplies	—63.00	<u>66.15</u>
PIANO TUNER	—31.50	<u>33.08</u>
PISTOL RANGE (see Shooting Galleries And/Or Ranges)		
POLYGRAPH SERVICE	—63.00	<u>66.15</u>
PRECIOUS METALS DEALER (see Merchant)		
PRINTING, BLUEPRINTING, PHOTOSTAT , etc., not connected with newspaper	—63.00	<u>66.15</u>
PRIVATE INVESTIGATOR (see Detective)		
PRODUCE STAND (see Merchant)		
PROFESSIONAL OFFICE	—73.50	<u>77.18</u>
PROFESSIONS AND TRADES:		
Analytical chemists	—73.50	<u>77.18</u>
Architects (charge each)	—73.50	<u>77.18</u>

Artist (charge each)	73.50	<u>77.18</u>
Attorneys at law (charge each)	73.50	<u>77.18</u>
Business advisory services	73.50	<u>77.18</u>
Certified public accountant (charge each)	73.50	<u>77.18</u>
Chiropodist (charge each)	73.50	<u>77.18</u>
Chiropractor (charge each)	73.50	<u>77.18</u>
Civil engineer or surveyor (see within this title Engineer; see also within this title Surveyor)		
Computer consultant	73.50	<u>77.18</u>
Data processing and services	73.50	<u>77.18</u>
Dentist (charge each)	73.50	<u>77.18</u>
Dietician	73.50	<u>77.18</u>
Doctors, physicians, surgeons and specialists (charge each)	73.50	<u>77.18</u>
Draftsman (charge each)	73.50	<u>77.18</u>
Druggist (charge each)	73.50	<u>77.18</u>
Electrologists, electrolysis (charge each)	73.50	<u>77.18</u>
Engineer	73.50	<u>77.18</u>
Freelance planner	73.50	<u>77.18</u>
Funeral director (charge each)	73.50	<u>77.18</u>
Homeopathic physicians (charge each)	73.50	<u>77.18</u>
Hypnotist	73.50	<u>77.18</u>
Interior decorators, designers	73.50	<u>77.18</u>
Laboratory technicians	73.50	<u>77.18</u>
Mortgage brokers	73.50	<u>77.18</u>
Opticians, optometrists, oculists, ophthalmologists (charge each)	73.50	<u>77.18</u>
Osteopath (charge each)	73.50	<u>77.18</u>
Physical culturists (charge each)	73.50	<u>77.18</u>
Property manager	73.50	<u>77.18</u>
Physiotherapists, psychiatrists and psychologists (charge each)	73.50	<u>77.18</u>
Research and developing	73.50	<u>77.18</u>
Secretarial	73.50	<u>77.18</u>
Surveyor, aerial/land	73.50	<u>77.18</u>
Writer	73.50	<u>77.18</u>
Veterinarian	73.50	<u>77.18</u>
Unclassified professions and trades, each	73.50	<u>77.18</u>
PUBLIC STENOGRAPHERS	73.50	<u>77.18</u>
R		
RADIO STATION AND/OR TELEVISION STATION	157.50	<u>165.38</u>
RADIO, TELEVISION REPAIR SHOP	63.00	<u>66.15</u>
REAL ESTATE FIRMS	63.00	<u>66.15</u>
Each broker	31.50	<u>33.08</u>
Each appraiser	31.50	<u>33.08</u>
Each agent, salesman or solicitor	31.50	<u>33.08</u>

RECORDING STUDIO	—63.00	<u>66.15</u>
RENTAL SERVICES:		
Appliances and furniture rental	—105.00	<u>110.25</u>
Equipment rental (not including trucks and trailers)	—105.00	<u>110.25</u>
Recreational vehicles	—105.00	<u>110.25</u>
Rent-a-car agency only	—105.00	<u>110.25</u>
Trailer rentals	—63.00	<u>66.15</u>
U-drive it (car and truck rental):		
Per location, up to 5 vehicles	—105.00	<u>110.25</u>
Each additional vehicle over 5	—2.10	<u>2.21</u>
REPAIR SHOP, miscellaneous	—63.00	<u>66.15</u>
REST, RETIREMENT HOMES:		
Up to 3 residents exclusive of staff	—73.50	<u>77.18</u>
Plus for each additional resident over 3 residents and up to 10	—7.35	<u>7.72</u>
Over 10 residents	—157.50	<u>165.38</u>
Note: the first 2 categories must have required state approval		
RESTAURANT, COFFEE SHOP, CAFE, CAFETERIA, DINING ROOM, TEA ROOM, LUNCH COUNTER, LUNCH STAND, WALKUP WINDOW:		
12 chairs and/or stools	—63.00	<u>66.15</u>
13--30 chairs and/or stools	—84.00	<u>88.20</u>
More than 30 chairs and/or stools	—105.00	<u>110.25</u>
Drive-in service window, in addition to seating count	—84.00	<u>88.20</u>
Concession wagon/truck	—63.00	<u>66.15</u>
Concession wagon/truck prepackaged food	—63.00	<u>66.15</u>
Wagon/truck each additional	—21.00	<u>22.05</u>
REUPHOLSTERY REPAIR SHOP	—63.00	<u>66.15</u>
ROOMINGHOUSE , not permitting serving of meals with lodging (more than 10 rooms, license as hotel required)	—63.00	<u>66.15</u>
S		
SALES OFFICE	—63.00	<u>66.15</u>
SALVAGE DEALER	—210.00	<u>220.50</u>
SANITATION, GARBAGE COLLECTORS, RECYCLING COLLECTORS	—63.00	<u>66.15</u>
SCHOOLS , day care, nursery, private, kindergarten	—63.00	<u>66.15</u>
SCISSORS, SAW FILING	—63.00	<u>66.15</u>
SCREEN PRINTING	—63.00	<u>66.15</u>
SECURITY AND MONITORING SYSTEMS	—105.00	<u>110.25</u>
SECURITY GUARD AND PATROL SERVICE (see Detective)		
SEPTIC TANK SERVICE , installation and cleaning	—105.00	<u>110.25</u>
SHIPPING SERVICE	—63.00	<u>66.15</u>

SHOOTING GALLERIES AND/OR RANGES	—105.00	<u>110.25</u>
SIGN PAINTER	—31.50	<u>33.08</u>
SKATING RINK	—210.00	<u>220.50</u>
SOLICITORS , telephone (see Telephone Solicitor)		
SOUND EQUIPMENT , installation and service	—63.00	<u>66.15</u>
STEAM BATH (see Baths)		
STOCKBROKER (see Bond And Investment Dealers)		
STONE ART WORKER	—31.50	<u>33.08</u>
STORAGE AND BONDED WAREHOUSE	—63.00	<u>66.15</u>
SWIMMING POOLS , indoor/outdoor, alone or connected with any other business operated for profit	—210.00	<u>220.50</u>
T		
TAILOR (see Alterations, Dressmaker, Tailor)		
TAX SERVICE	—73.50	<u>77.18</u>
TAXICAB COMPANY , each vehicle	—63.00	<u>66.15</u>
TELEGRAPH COMPANIES , intrastate only	—236.25	<u>248.06</u>
TELEMARKETING	—105.00	<u>110.25</u>
TELEPHONE ANSWERING SERVICE	—63.00	<u>66.15</u>
TELEPHONE COMPANY	—236.25	<u>248.06</u>
TELEPHONE SOLICITOR	—210.00	<u>220.50</u>
THEATER TICKET BROKER (see Ticket Broker)		
THEATERS , moving picture or places of amusement	—210.00	<u>220.50</u>
Each seat	—0.26	<u>0.27</u>
Drive-in, each parking space	—0.74	<u>0.78</u>
THRIFT STORE (see Used And Secondhand Articles)		
TICKET BROKER , entertainment .	—210.00	<u>220.50</u>
TRAILER PARKS, MOBILE HOME PARKS:		
Not exceeding 10 spaces	—115.50	<u>121.28</u>
Each additional unit space	—4.20	<u>4.41</u>
TRAILER SALES (see also Rental Services)	—105.00	<u>110.25</u>
TRAVEL BUREAU OR AGENCY	—105.00	<u>110.25</u>
TREE SURGERY (see Contractors And Subcontractors)		
U		
UNCLASSIFIED , any person doing business in the city, whether having an established place of business or otherwise, not specially enumerated in this list, shall pay an annual receipt tax of	—73.50	<u>77.18</u>
USED AND SECONDHAND ARTICLES , dealers not otherwise classified in this schedule	—105.00	<u>110.25</u>
Every person who shall deal in used, secondhand and/or damaged articles or property by purchasing or selling the same, either acting as principal or agent, whether licensed under this subsection or otherwise,		

shall keep a full, true record of each and every transaction of his business, showing from whom and when each article was purchased and to whom the same was sold, with a description of each article, on books or records to be supplied by the city, such records to be open to inspection by any member of the police department at any reasonable hour; a duplicate, verified copy of such records shall be filed with the chief of police, on Monday of each week by the licensee.		
V		
VEHICLE REPOSSESSION	63.00	<u>66.15</u>
VENDING COMPANY (see also Coin-Operated Machines)	63.00	<u>66.15</u>
W		
WELDING SHOP (see Contractors and Subcontractors)		
WINDOWS (see Glass Tinting And Coating; see also Contractors And Subcontractors)		
WRECKERS:		
First vehicle (see Automobile Or Truck Dealer)		
Each additional vehicle (see Automobile Or Truck Dealer)		
WRITER (see Professions and Trades)		

SECTION 2. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 3. That all ordinances made in conflict with this Ordinance are hereby repealed.

SECTION 4. That this Ordinance shall become effective immediately upon its adoption.

SECTION 5. That this Ordinance shall be posted at City Hall as required by law.