

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • JULY 26, 2022

City Commission Chamber

Regular City Commission Meeting

6:00 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
Chris Via

District 1 - Commissioner
John Penny

District 3 - Commissioner
John C. Danio

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

- a. Roll Call
- b. Invocation by City Commissioner John Penny
- c. Pledge of Allegiance

2. BUDGET AGENDA ITEM

1. Resolution -2022-R-51 A Resolution of the City of Holly Hill, Florida, Adopting a Maximum Proposed Millage Rate for the Fiscal Year Beginning October 1, 2022; Providing for a Public Hearing on Millage Rate; Providing for Conflicting Resolutions; and Providing an Effective Date.

(Requested by Susan Lincoln, Finance)

3. PUBLIC COMMENTS**4. APPROVAL OF MINUTES**

1. Minutes - July 12, 2022 Budget Workshop - Enterprise Funds and the July 12, 2022 Regular City Commission Meeting

(Requested by Valerie Manning, City Clerk)

5. CONSENT AGENDA - ITEMS (1 - 5)

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

1. Resolution -2022-R-52 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Standard Short Form Agreement Between the City of Holly Hill and Cold Spring Granite Company, Providing for Severability; and Providing for an Effective Date.

(Requested by Joseph Forte, City Manager)

2. Resolution -2022-R-53 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Parker Mynchenberg and Associates, Inc., to Provide Professional Consultant Services for the Lift Station #4 Replacement Project in an Amount Not to Exceed \$53,020.00; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

3. Resolution -2022-R-54 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Interlocal Agreement with Volusia County for Provision of Municipal Services for the City of Holly Hill, Florida; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

4. Consent to Authorize the City Manager to Execute Change Order Number 9 to the US1 Utility Under Grounding Primaries Conversions Contract with Carter Electric for an Additional Cost Not to Exceed \$72,496.52 and Add an Additional 5 Contract Days.

(Requested by Antoine Khoury, Public Works)

5. Team Volusia - Economic Development Agreement FY2022-2023

(Requested by Valerie Manning, City Clerk)

6. REGULAR AGENDA - NONE

7. 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. Revised Preliminary Plat/Final Engineering for Phases 3 and 4 of the Mirage Subdivision Located on the South Side of Alabama Avenue and the North Side of Flomich Avenue

(Requested by Brian Walker, Board of Planning and Appeals)

8. COMMUNICATIONS

A. City Manager & Staff Comments

a. DIRECTION ON RIVERSIDE DRIVE LIGHTING

B. City Attorney Comments

C. City Commission Comments

D. Mayor's Comments

9. ADJOURNMENT

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

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



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



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

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



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

2.1

MEETING DATE: July 26, 2022
FROM: Susan Lincoln
SUBJECT: A Resolution of the City of Holly Hill, Florida, Adopting a
Maximum Proposed Millage Rate for the Fiscal Year
Beginning October 1, 2022; Providing for a Public Hearing on
Millage Rate; Providing for Conflicting Resolutions; and
Providing an Effective Date.
NUMBER: 2022-R-51
APPLICANT:
PLANNER:

DISCUSSION:

Florida Statute requires the City to hold a Public Hearing to adopt a tentative millage rate for the upcoming fiscal year, 2022-23. The adopted rate is the **maximum** millage rate that can ultimately be included in the 2022-2023 Budget. The City Commission may, at a later budget hearing, reduce the rate if it so desires, but cannot raise it above the adopted tentative rate set at this meeting on July 26, 2022.

State law requires that two formal public hearings be held in September and neither can conflict with the hearing dates established by the County School Board or the County Commission. The recommended date is **Monday, September 12th** and **Tuesday, September 27th**.

Subsequent to the adoption of the maximum allowable millage rate, the Notice of Proposed Property Taxes, otherwise known as TRIM (Truth in Millage) notice, are prepared and mailed to taxpayers by the County Property Appraiser. Printed on the TRIM notice is the date of the first scheduled public hearing to adopt the tentative budget and the tentative millage rate, on September 12th. The purpose of this hearing is to give the general public an opportunity to speak for or against the proposed budget and millage rate. At the end of the first public hearing, a date and time will be set for the final public hearing, September 27th. The City is required to provide notice of the final hearing with an advertisement containing the summary budget information along with the tentative millage rate and the tentative approved budget.

The purpose of the final public hearing is to once again give the general public an opportunity to speak for or against the budget and proposed millage rate. At this meeting the Commission will adopt the final budget and millage rate.

The current operating millage rate is 6.25 mills per \$1,000 of assessed taxable value; the current taxable value is \$819,576,175. With the proposed rate preliminary ad valorem taxes for fiscal year 2023 would be \$4,866,234 at 95%.

The current year rolled-back millage rate is 5.6850 mills per \$1,000 assessed value. With the current year rolled-back rate, the preliminary ad valorem taxes for the Fiscal Year 2023 would be \$4,426,326 at 95%. The maximum millage is 9.94% above the rolled-back millage rate.

In addition, the City must establish public hearings dates within 35 days of the final tax certification received from the Property Appraiser for the Fiscal year that ends September 30, 2022.

FISCAL

ANALYSIS:

Dependent upon City Commission action.

STAFF RECOMMENDATION:

N/A

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

MOTION:

APPROVE THE RESOLUTION, ADOPTING A PROPOSED MILLAGE RATE FOR THE FISCAL YEAR 2022-2023 AND SET THE PUBLIC HEARING DATES OF SEPTEMBER 12, 2022 AND SEPTEMBER 27, 2022.

ATTACHMENTS:

- DR420 for maximum millage for 07 26 2022 (PDF)
- DR420 TIF for maximum millage for 07 26 2022 (PDF)
- DR420MM-P for maximum millage for 07 26 2022 (PDF)

Resolution No. 2022-51**A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, ADOPTING A
MAXIMUM PROPOSED MILLAGE RATE FOR THE FISCAL YEAR
BEGINNING OCTOBER 1, 2022; PROVIDING FOR A PUBLIC HEARING
ON MILLAGE RATE; PROVIDING FOR CONFLICTING RESOLUTIONS;
AND PROVIDING AN EFFECTIVE DATE.**

**A RESOLUTION OF THE CITY OF HOLLY HILL,
FLORIDA, ADOPTING A PROPOSED MILLAGE RATE
FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022;
PROVIDING FOR A PUBLIC HEARING ON MILLAGE
RATE; PROVIDING FOR CONFLICTING RESOLUTIONS;
AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Commission of the City of Holly Hill, Florida is required by Florida Statute 200.011 to certify to the County Property Appraiser the general municipal millage rate proposed by said Commission for the tax year beginning October 1, 2022; and

WHEREAS, the City Commission of the City of Holly Hill, Florida, pursuant to the TRIM Bill, shall hold a public hearing adopting proposed millage rate.

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

SECTION 1. That the millage rate proposed by the City Commission of the City of Holly Hill, Florida, for the tax year beginning October 1, 2022 is 6.25 (6.25 Per \$1,000.00); The FY2022 operating millage rate is 6.25 Mills, which is greater than the rolled-back rate of 5.6850 mills by 9.94%.

SECTION 2. That the City Commission does hereby set a public hearing on the millage rate for 6:00 p.m. on Monday, September 12, 2022, in the Commission Chambers, 1065 Ridgewood Avenue, Holly Hill, Florida.

SECTION 3. That all resolutions made in conflict with this Resolution are

hereby repealed.

SECTION 4. That this Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 26th day of JULY, 2022.



Reset Form

Print

2.1.a

DR-420
R. 5/17

CERTIFICATION OF TAXABLE VALUE

Rule 12D-16.
Florida Administrative Code
Effective 11

Year : 2022	County : VOLUSIA
Principal Authority : HOLLY HILL	Taxing Authority : HOLLY HILL OPERATING

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	749,069,435	(1)
2.	Current year taxable value of personal property for operating purposes	\$	66,626,127	(1)
3.	Current year taxable value of centrally assessed property for operating purposes	\$	3,880,613	(1)
4.	Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>	\$	819,576,175	(1)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	\$	1,956,475	(1)
6.	Current year adjusted taxable value <i>(Line 4 minus Line 5)</i>	\$	817,619,700	(1)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$	737,061,540	(1)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	☒ YES ☐ NO	Number 1	(1)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, <i>Certification of Voted Debt Millage</i> forms attached. If none, enter 0	☐ YES ☒ NO	Number 0	(1)
SIGN HERE	Property Appraiser Certification		I certify the taxable values above are correct to the best of my knowledge	
	Signature of Property Appraiser:		Date :	
	Electronically Certified by Property Appraiser		6/24/2022 10:23 AM	

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.				
10.	Prior year operating millage levy <i>(If prior year millage was adjusted then use adjusted millage from Form DR-422)</i>	6.2500	per \$1,000	(1)
11.	Prior year ad valorem proceeds <i>(Line 7 multiplied by Line 10, divided by 1,000)</i>	\$	4,606,635	(1)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value <i>(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)</i>	\$	1,289,971	(1)
13.	Adjusted prior year ad valorem proceeds <i>(Line 11 minus Line 12)</i>	\$	3,316,664	(1)
14.	Dedicated increment value, if any <i>(Sum of either Line 6b or Line 7e for all DR-420TIF forms)</i>	\$	234,209,521	(1)
15.	Adjusted current year taxable value <i>(Line 6 minus Line 14)</i>	\$	583,410,179	(1)
16.	Current year rolled-back rate <i>(Line 13 divided by Line 15, multiplied by 1,000)</i>	5.6850	per \$1000	(1)
17.	Current year proposed operating millage rate	6.2500	per \$1000	(1)
18.	Total taxes to be levied at proposed millage rate <i>(Line 17 multiplied by Line 4, divided by 1,000)</i>	\$	5,122,351	(1)

Continued on page 2

Packet Pg. 8

Attachment: DR420 for maximum millage for 07 26 2022 (2022-R-51 : Maximum Proposed Millage Rate for Fiscal Year 2022-2023)

19.	TYPE of principal authority (check one)		☐ County	☐ Independent Special District	(1)
		☒ Municipality	☐ Water Management District		
20.	Applicable taxing authority (check one)		☒ Principal Authority	☐ Dependent Special District	(2)
		☐ MSTU	☐ Water Management District Basin		
21.	Is millage levied in more than one county? (check one)		☐ Yes	☒ No	(2)
DEPENDENT SPECIAL DISTRICTS AND MSTUs				STOP HERE - SIGN AND SUBMIT	
22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. <i>(The sum of Line 13 from all DR-420 forms)</i>			\$ 3,316,664	(2)
23.	Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>			5.6850 per \$1,000	(2)
24.	Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>			\$ 4,659,291	(2)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. <i>(The sum of Line 18 from all DR-420 forms)</i>			\$ 5,122,351	(2)
26.	Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i>			6.2500 per \$1,000	(2)
27.	Current year proposed rate as a percent change of rolled-back rate <i>(Line 26 divided by Line 23, minus 1, multiplied by 100)</i>			9.94 %	(2)
First public budget hearing		Date : 9/12/2022	Time : 6:00 PM EST	Place : Holly Hill City Hall, 1065 Ridgewood Avenue, Holly Hill, FL 32117	
S I G N H E R E	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions either s. 200.071 or s. 200.081, F.S.		
	Signature of Chief Administrative Officer :			Date :	
	Title : Joe Forte, City Manager		Contact Name and Contact Title : Susan Lincoln, Finance Director		
	Mailing Address : 1065 Ridgewood Ave		Physical Address : 1065 Ridgewood Ave		
	City, State, Zip : Holly Hill, FL 32117		Phone Number : 386-248-9426		Fax Number : 386-248-9458

CERTIFICATION OF TAXABLE VALUE INSTRUCTIONS

2.1.a

R. 5/12
Page 3

“Principal Authority” is a county, municipality, or independent special district (including water management districts).

“Taxing Authority” is the entity levying the millage. This includes the principal authority, any special district dependent to the principal authority, any county municipal service taxing unit (MSTU), and water management district basins.

Each taxing authority must submit to their property appraiser a DR-420 and the following forms, as applicable:

- DR-420TIF, Tax Increment Adjustment Worksheet
- DR-420DEBT, Certification of Voted Debt Millage
- DR-420MM-P, Maximum Millage Levy Calculation - Preliminary Disclosure

Section I: Property Appraiser

Use this DR-420 form for all taxing authorities except school districts. Complete Section I, Lines 1 through 9, for each county, municipality, independent special district, dependent special district, MSTU, and multicounty taxing authority. Enter only taxable values that apply to the taxing authority indicated. Use a separate form for the principal authority and each dependent district, MSTU and water management district basin.

Line 8

Complete a DR-420TIF for each taxing authority making payments to a redevelopment trust fund under Section 163.387 (2)(a), Florida Statutes or by an ordinance, resolution or agreement to fund a project or to finance essential infrastructure.

Check “Yes” if the taxing authority makes payments to a redevelopment trust fund. Enter the number of DR-420TIF forms attached for the taxing authority on Line 8. Enter 0 if none.

Line 9

Complete a DR-420DEBT for each taxing authority levying either a voted debt service millage (s.12, Article VII, State Constitution) or a levy voted for two years or less (s. 9(b), Article VII, State Constitution).

Check “Yes” if the taxing authority levies either a voted debt service millage or a levy voted for 2 years or less (s. 9(b), Article VII, State Constitution). These levies do not include levies approved by a voter referendum not required by the State Constitution. Complete and attach DR-420DEBT. Do not complete a separate DR-420 for these levies.

Send a copy to each taxing authority and keep a copy. When the taxing authority returns the DR-420 and the accompanying forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

Section II: Taxing Authority

Complete Section II. Keep one copy, return the original and one copy to your property appraiser with the applicable DR-420TIF, DR-420DEBT, and DR-420MM-P within 35 day of certification. Send one copy to the tax collector. “Dependent special district” (ss. 200.001(8)(d) and 189.403(2), F.S.) means a special district that meets at least one of the following criteria:

- The membership of its governing body is identical to that of the governing body of a single county or a single municipality.
- All members of its governing body are appointed by the governing body of a single county or a single municipality.
- During their unexpired terms, members of the special district's governing body are subject to removal at will by the governing body of a single county or a single municipality.
- The district has a budget that requires approval through an affirmative vote or can be vetoed by the governing body of a single county or a single municipality.

“Independent special district” (ss. 200.001(8)(e) and 189.403(3), F.S.) means a special district that is not a dependent special district as defined above. A district that includes more than one county is an independent special district unless the district lies wholly within the boundaries of a single municipality.

“Non-voted millage” is any millage not defined as a “voted millage” in s. 200.001(8)(f), F.S.

Lines 12 and 14

Adjust the calculation of the rolled-back rate for tax increment values and payment amounts. See the instructions for DR-420TIF. On Lines 12 and 14, carry forward values from the DR-420TIF forms.

Line 24

Include only those levies derived from millage rates.



Reset Form

Print Form

2.1.b

Rule 12D-16.002

Florida Administrative Code

Effective 11

TAX INCREMENT ADJUSTMENT WORKSHEET

Year : 2022	County : VOLUSIA
Principal Authority : HOLLY HILL	Taxing Authority : HOLLY HILL OPERATING
Community Redevelopment Area : Holly Hill	Base Year : 1995

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	\$	334,878,557	(
2.	Base year taxable value in the tax increment area	\$	88,342,219	(
3.	Current year tax increment value <i>(Line 1 minus Line 2)</i>	\$	246,536,338	(
4.	Prior year Final taxable value in the tax increment area	\$	305,600,545	(
5.	Prior year tax increment value <i>(Line 4 minus Line 2)</i>	\$	217,258,326	(

SIGN HERE	Property Appraiser Certification		I certify the taxable values above are correct to the best of my knowledge	
	Signature of Property Appraiser :		Date :	
	Electronically Certified by Property Appraiser		6/24/2022 10:23 AM	

SECTION II: COMPLETED BY TAXING AUTHORITY Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:				
6a.	Enter the proportion on which the payment is based.		95.00 %	(6
6b.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 6a)</i> <i>If value is zero or less than zero, then enter zero on Line 6b</i>	\$	234,209,521	(6
6c.	Amount of payment to redevelopment trust fund in prior year	\$	1,289,971	(6
7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:				
7a.	Amount of payment to redevelopment trust fund in prior year	\$	0	(7
7b.	Prior year operating millage levy from Form DR-420, Line 10		0.0000 per \$1,000	(7
7c.	Taxes levied on prior year tax increment value <i>(Line 5 multiplied by Line 7b, divided by 1,000)</i>	\$	0	(7
7d.	Prior year payment as proportion of taxes levied on increment value <i>(Line 7a divided by Line 7c, multiplied by 100)</i>		0.00 %	(7
7e.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 7d)</i> <i>If value is zero or less than zero, then enter zero on Line 7e</i>	\$	0	(7

SIGN HERE	Taxing Authority Certification		I certify the calculations, millages and rates are correct to the best of my knowledge	
	Signature of Chief Administrative Officer :		Date :	
	Title : Joe Forte, City Manager		Contact Name and Contact Title : Susan Lincoln, Finance Director	
	Mailing Address : 1065 Ridgewood Ave		Physical Address : 1065 Ridgewood Ave	
	City, State, Zip : Holly Hill, FL 32117		Phone Number : 386-248-9426	Fax Number : 386-248-9458

TAX INCREMENT ADJUSTMENT WORKSHEET INSTRUCTIONS

Property appraisers must complete and sign Section I of this worksheet and provide it with form DR-420, *Certification of Taxable Value*, to all taxing authorities who make payments to a redevelopment trust fund under:

- s. 163.387(2)(a), Florida Statutes, or
- An ordinance, resolution, or agreement to fund a project or to finance essential infrastructure.

“Tax increment value” is the cumulative increase in taxable value from the base year to the current year within the defined geographic area. It is used to determine the payment to a redevelopment trust fund under:

- s. 163.387(1), F.S. or
- An ordinance, resolution, or agreement to fund a project or finance essential infrastructure. In this case, the taxing authority must certify the boundaries and beginning date to the property appraiser.

“Dedicated increment value” is the portion of the tax increment value used to determine the payment to the redevelopment trust fund. (See s. 200.001(8)(h), F.S.) Calculate the dedicated increment value on this form and enter on either Line 6b or Line 7e.

“Specific proportion,” used to determine whether to complete Line 6 or Line 7, refers to the calculation of the tax increment payment. Examples:

- Example 1.
Section 163.387(1), F.S., states the payment made by the taxing authority should equal 95% of the millage levied times the tax increment value. The specific proportion in this case is 95%. The ordinance providing for the payment may set a percentage lower than 95%. In these cases, the lower percentage would be the specific proportion.
- Example 2.
Some required tax increment payments are not directly related to the tax increment value. A constant dollar payment is a payment not based on a specific proportion of the tax increment value. Line 7 converts these payments into a proportion based on the prior year's payment and tax increment value to reach the current year's dedicated increment value.

Section I: Property Appraiser

A. Complete Section I of this form for each county, municipality, independent special district, dependent special district, and MSTU that:

- Has a tax increment value and
- Is not exempted from making payments to a community redevelopment trust fund based on tax increments (s. 163.387(2)(c), F.S.).

If a taxing authority has more than one tax increment value, they must complete a separate form for each tax increment value. Send a copy to each taxing authority with the DR-420 and keep a copy. When the taxing authority returns the completed forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight Program - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

B. Enter only tax increment values that apply to the value located within the taxing authority indicated.

Section II: Taxing Authority

Complete Section II of the form, keep one copy, and return the original and one copy to your property appraiser with DR-420 within 35 days of certification. Send one copy to your tax collector.

Additional Instructions for Lines 6 and 7

Complete Line 6 if the payment into the redevelopment trust fund is a specific proportion of the tax increment value.

Complete Line 7 if the payment is based on a calculation other than a specific proportion. Do not complete both Lines 6 and 7.

All TRIM forms for taxing authorities are available on our website at

<http://dor.myflorida.com/dor/property/trim>



Reset Form

Print Form

2.1.c

MAXIMUM MILLAGE LEVY CALCULATION PRELIMINARY DISCLOSURE

For municipal governments, counties, and special districts

DR-420MM-P
R. 5/17Rule 12D-16.
Florida Administrative Code
Effective 11/1/17

Year: 2022		County: VOLUSIA	
Principal Authority : HOLLY HILL		Taxing Authority: HOLLY HILL OPERATING	
1.	Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	☐ Yes	☐ No
IF YES, STOP STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.			
2.	Current year rolled-back rate from Current Year Form DR-420, Line 16	5.6850	per \$1,000
3.	Prior year maximum millage rate with a majority vote from 2021 Form DR-420MM, Line 13	20.8138	per \$1,000
4.	Prior year operating millage rate from Current Year Form DR-420, Line 10	6.2500	per \$1,000
If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.			
Adjust rolled-back rate based on prior year majority-vote maximum millage rate			
5.	Prior year final gross taxable value from Current Year Form DR-420, Line 7	\$ 737,061,540	(1)
6.	Prior year maximum ad valorem proceeds with majority vote (Line 3 multiplied by Line 5 divided by 1,000)	\$ 15,341,051	(1)
7.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12	\$ 1,289,971	(1)
8.	Adjusted prior year ad valorem proceeds with majority vote (Line 6 minus Line 7)	\$ 14,051,080	(1)
9.	Adjusted current year taxable value from Current Year form DR-420 Line 15	\$ 583,410,179	(1)
10.	Adjusted current year rolled-back rate (Line 8 divided by Line 9, multiplied by 1,000)	24.0844	per \$1,000 (1)
Calculate maximum millage levy			
11.	Rolled-back rate to be used for maximum millage levy calculation (Enter Line 10 if adjusted or else enter Line 2)	24.0844	per \$1,000 (1)
12.	Adjustment for change in per capita Florida personal income (See Line 12 Instructions)	1.0613	(1)
13.	Majority vote maximum millage rate allowed (Line 11 multiplied by Line 12)	25.5608	per \$1,000 (1)
14.	Two-thirds vote maximum millage rate allowed (Multiply Line 13 by 1.10)	28.1169	per \$1,000 (1)
15.	Current year proposed millage rate	6.2500	per \$1,000 (1)
16.	Minimum vote required to levy proposed millage: (Check one)		
☒	a. Majority vote of the governing body: Check here if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. Enter Line 13 on Line 17.		
☐	b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to proposed rate. Enter Line 15 on Line 17.		
☐	c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the proposed rate. Enter Line 15 on Line 17.		
☐	d. Referendum: The maximum millage rate is equal to the proposed rate. Enter Line 15 on Line 17.		
17.	The selection on Line 16 allows a maximum millage rate of (Enter rate indicated by choice on Line 16)	25.5608	per \$1,000 (1)
18.	Current year gross taxable value from Current Year Form DR-420, Line 4	\$ 819,576,175	(1)

Continued on page 2

Packet Pg. 13

Attachment: DR420MM-P for maximum millage for 07 26 2022 (2022-R-51 : Maximum Proposed Millage Rate for Fiscal Year 2022-2023)

Taxing Authority : HOLLY HILL OPERATING		2.1.c R. 5/12/21 Page 2	
19.	Current year proposed taxes <i>(Line 15 multiplied by Line 18, divided by 1,000)</i>	\$ 5,122,351	(1)
20.	Total taxes levied at the maximum millage rate <i>(Line 17 multiplied by Line 18, divided by 1,000)</i>	\$ 20,949,023	(2)
DEPENDENT SPECIAL DISTRICTS AND MSTUs			STOP HERE. SIGN AND SUBMIT.
21.	Enter the current year proposed taxes of all dependent special districts & MSTUs levying a millage. <i>(The sum of all Lines 19 from each district's Form DR-420MM-P)</i>	\$ 0	(2)
22.	Total current year proposed taxes <i>(Line 19 plus Line 21)</i>	\$ 5,122,351	(2)
Total Maximum Taxes			
23.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage <i>(The sum of all Lines 20 from each district's Form DR-420MM-P)</i>	\$ 0	(2)
24.	Total taxes at maximum millage rate <i>(Line 20 plus Line 23)</i>	\$ 20,949,023	(2)
Total Maximum Versus Total Taxes Levied			
25.	Are total current year proposed taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)	☒ YES ☐ NO	(2)
SIGN HERE	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.
	Signature of Chief Administrative Officer :		Date :
	Title : Joe Forte, City Manager	Contact Name and Contact Title : Susan Lincoln, Finance Director	
	Mailing Address : 1065 Ridgewood Ave	Physical Address : 1065 Ridgewood Ave	
	City, State, Zip : Holly Hill, FL 32117	Phone Number : 386-248-9426	Fax Number : 386-248-9458

Complete and submit this form DR-420MM-P, Maximum Millage Levy Calculation-Preliminary Disclosure, to your property appraiser with the form DR-420, Certification of Taxable Value.

Attachment: DR420MM-P for maximum millage for 07 26 2022 (2022-R-51 : Maximum Proposed Millage Rate for Fiscal Year 2022-2023)

**MAXIMUM MILLAGE LEVY CALCULATION
PRELIMINARY DISCLOSURE
INSTRUCTIONS**

2.1.c

R. 5/12
Paç

General Instructions

Each of the following taxing authorities must complete a DR-420MM-P.

- County
- Municipality
- Special district dependent to a county or municipality
- County MSTU
- Independent special district, including water management districts
- Water management district basin

Voting requirements for millages adopted by a two-thirds or a unanimous vote are based on the full membership of the governing body, not on the number of members present at the time of the vote.

This form calculates the maximum tax levy for 2022 allowed under s. 200.065(5), F.S. Counties and municipalities, including dependent special districts and MSTUs, which adopt a tax levy at the final hearing higher than allowed under s. 200.065, F.S., may be subject to the loss of their half-cent sales tax distribution.

DR-420MM-P shows the preliminary maximum millages and taxes levied based on your proposed adoption vote. Each taxing authority must complete, sign, and submit this form to their property appraiser with their completed DR-420, Certification of Taxable Value.

The vote at the final hearing and the resulting maximum may change. After the final hearing, each taxing authority will file a final Form DR-420MM, Maximum Millage Levy Calculation Final Disclosure, with Form DR-487, Certification of Compliance, with the Department of Revenue.

Specific tax year references in this form are updated each year by the Department.

Line Instructions

Lines 5-10

Only taxing authorities that levied a 2021 millage rate less than their maximum majority vote rate must complete these lines. The adjusted rolled-back rate on Line 10 is the rate that would have been levied if the maximum vote rate for 2021 had been adopted. If these lines are completed, enter the adjusted rate on Line 11.

Line 12

This line is entered by the Department of Revenue. The same adjustment factor is used statewide by all taxing authorities. It is based on the change in per capita Florida personal income (s. 200.001(8)(i), F.S.), which Florida Law requires the Office of Economic and Demographic Research to report each year.

Lines 13 and 14

Millage rates are the maximum that could be levied with a majority or two-thirds vote of the full membership of the governing body. With a unanimous vote of the full membership (three-fourths vote of the full membership if the governing body has nine or more members) or a referendum, the maximum millage rate that can be levied is the taxing authority's statutory or constitutional cap.

Line 16

Check the box for the minimum vote necessary at the final hearing to levy your adopted millage rate.

Line 17

Enter the millage rate indicated by the box checked in Line 16. If the proposed millage rate is equal to or less than the majority vote maximum millage rate, enter the majority vote maximum. If a two-thirds vote, a unanimous vote, or a referendum is required, enter the proposed millage rate. For a millage requiring more than a majority vote, the proposed millage rate must be entered on Line 17, rather than the maximum rate, so that the comparisons on Lines 21 through 25 are accurate.

All TRIM forms for taxing authorities are available on our website at

<http://floridarevenue.com/property/Pages/Forms.aspx>



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

**City Commission
Agenda Item**

4.1

MEETING DATE: July 26, 2022
FROM: Valerie Manning
SUBJECT: Minutes - July 12, 2022 Budget Workshop - Enterprise Funds and
the July 12, 2022 Regular City Commission Meeting
NUMBER: (ID # 3832)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the July 12, 2022 budget workshop and the regular City Commission meeting.

MOTION:

Approve both sets of minutes as submitted by staff.

- Minutes - July 12, 2022 - Regular City Commission meeting (PDF)
- Minutes - July 12, 2022 - Budget Workshop - Enterprise Funds (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • JULY 12, 2022

City Commission Chamber

Regular City Commission 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

a. Roll Call

Attendee Name	Title	Status	Arrived
Chris Via	Mayor	Present	
John Penny	District 1 - Commissioner	Present	
Penny Currie	District 2 - Commissioner	Absent	
John C. Danio	District 3 - Commissioner	Present	
Roy Johnson	District 4 - Commissioner	Present	

b. Invocation by Mayor Chris Via

Mayor Via led the invocation.

c. Pledge of Allegiance

Mayor Via led the Pledge of the Allegiance to the Flag.

2. PUBLIC COMMENTS

The following individuals spoke to the Mayor and City Commissioners: Ray Webb, Holly Hill; Jim Legary, Holly Hill and Gilles Blais, Holly Hill.

3. APPROVAL OF MINUTES

1.

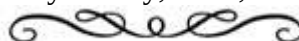
Minutes - June 28, 2022 - Regular City Commission Meeting

(Requested by Valerie Manning, City Clerk)

Mayor Via opened public participation. No one spoke.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	John Penny, District 1 - Commissioner
SECONDER:	Roy Johnson, District 4 - Commissioner
AYES:	Via, Penny, Danio, Johnson
ABSENT:	Currie

Enacted and approved this 12th day of July, 2022, in Holly Hill



4. CONSENT AGENDA - ITEM (1)

Mayor Via asked if there was anyone in the audience who wishes to speak on any item on the Consent Agenda or if any member of the City Commission wanted to pull the item for further discussion.

Christina and Dawn Bollin, Holly Hill spoke to the Mayor and City Commissioners. No one else came forward to speak.

No City Commissioner wished to speak on the item.

1. -2022-R-50 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the FY2022/2023 CDBG Annual Plan Applications as Submitted; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John C. Danio, District 3 - Commissioner
SECONDER:	Roy Johnson, District 4 - Commissioner
AYES:	Via, Penny, Danio, Johnson
ABSENT:	Currie

RESOLUTION**2022-R-50**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE FY2022/2023 CDBG ANNUAL PLAN APPLICATIONS AS SUBMITTED; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE FY2022/2023 CDBG ANNUAL PLAN APPLICATIONS AS SUBMITTED; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Volusia County qualifies as an urban entitlement community and receives funds directly from the U.S. Department of Housing and Urban Development's Community Block Grant Program; and

WHEREAS, The City of Holly Hill is a participating City in the Community Development Block Grant program and is anticipated to receive \$98,055 in grant funds to carry out community development activities; and

WHEREAS, staff has selected two projects to distribute these funds including School Zone Improvements and Ross Point Paving; and

WHEREAS, due to the timeline of the grant process, these projects have been submitted to Volusia County Community Assistance as a placeholder contingent upon City Commission Approval.

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

SECTION 1. That the City Commission of the City of Holly Hill approve the FY2022/2023 CDBG Annual Plan Applications as submitted.

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 its adoption.

APPROVED AND AUTHENTICATED on this 12th day of JULY, 2022.

Enacted and approved this 12th day of July, 2022, in Holly Hill



5. REGULAR AGENDA - NONE

6. PUBLIC HEARINGS - NONE

7. COMMUNICATIONS

A. City Manager & Staff Comments

Mr. Forte asked if any of the Commissioners will be attending the YMCA Invitation to Community Leaders Forums. If they decide to go, they have to RSVP by July 15th. Mr. Forte mentioned that Diane Cole will be retiring soon and they have hired Jeanne Witt who used to be the City Clerk for Holly Hill before Val came on board with the city. Jeanne Witt currently works at Ponce Inlet as the Town Manager and is looking for a career change. Jeanne Witt will begin in November and train with Diane before she retires.

B. City Attorney Comments

Attorney Simpson informed the Mayor and Commissioners that he won't be at the next meeting.

C. City Commission Comments

Commissioner Johnson mentioned that things are moving along with the Volusia Sports Center and they should be opening sometime in September 2022.

D. Mayor's Comments

None.

8. ADJOURNMENT

The meeting adjourned at approximately 6:30 PM.



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • JULY 12, 2022

City Commission Chamber

Budget Workshop

5:00 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
Chris Via	Mayor	Present	
John Penny	District 1 - Commissioner	Present	
Penny Currie	District 2 - Commissioner	Absent	
John C. Danio	District 3 - Commissioner	Present	
Roy Johnson	District 4 - Commissioner	Present	

2. ENTERPRISE FUNDS

1.

FY2023 Enterprise Funds Workshop

(Requested by Valerie Manning, City Clerk)

Susan Lincoln, Finance Director went through the PowerPoint presentation along with the FY2023 Water/Sewer, Storm Water and Solid Waste Funds budget with the Mayor, Commissioners, staff and members of the audience. Below is a snapshot of the slides that were discussed during the workshop.

At the end of the workshop Mr. Forte briefly discussed Waste Pro and having a workshop with them in regards to them wanting to increase their rates due to unusual changes or costs for fuel and CPI. Mr. Forte stated that he has asked Finance to balance this year's budget at 5.95% for the millage rate. There will be another budget workshop on July 26 at 5:00 PM to go through the General and Special Revenue Funds. At the regular City Commission meeting the Commission will establish a maximum millage rate at 6:00 PM. On September 12th, Monday night, the Commission will adopt the tentative millage rate and budget at 6:00 PM then on September 27th at 6:00 PM the Commission will conduct a public hearing to adopt the final millage rate and budget for FY2023.

(A copy of this workshop session in its entirety is available on CD upon request in the City Clerk's Office or by listening to the audio online)

Overview:

- REVIEW PROPOSED FY2023 ENTERPRISE FUNDS BUDGET
- WATER & SEWER
- STORMWATER
- SOLID WASTE

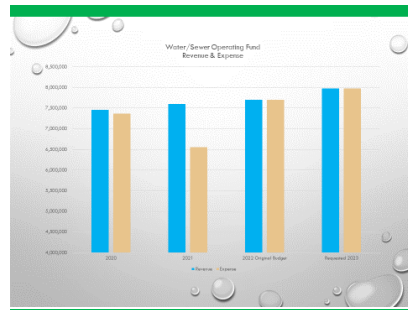
Attachment: Minutes - July 12, 2022 - Budget Workshop - Enterprise Funds (3832 : Minutes)

- REVIEW UPCOMING FY2023 BUDGET CALENDAR

ENTERPRISE FUNDS (WATER/SEWER, STORMWATER & SOLID WASTE) PROPOSED FY2023

- PROPOSED RATE CHANGE OF 5.5% ON WATER & SEWER RATES EFFECTIVE OCTOBER 1, 2022 (4TH YEAR OF 5 YEAR PLAN)
- NO RATE CHANGED PROPOSED ON WATER & SEWER REPAIR & REPLACEMENT FEES.
- NO RATE CHANGE PROPOSED ON STORMWATER ASSESSMENTS
- SOLID WASTE PROPOSED RATE CHANGE IN NEGOTIATIONS WITH WASTE PRO

Water / Sewer Operating Fund - Revenue & Expense

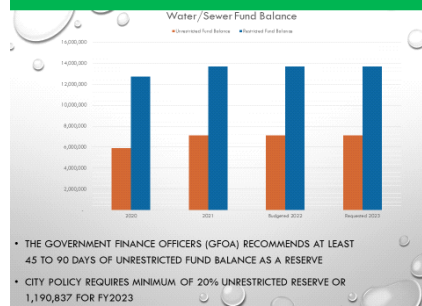


WATER/SEWER OPERATING FUND REVENUE & EXPENSE FY2023 PROPOSED SUMMARY

REVENUE		EXPENSE	
*Water Revenue	\$3,808,295	Water & Sewer Admin	\$358,315
*Sewer Revenue	\$3,747,261	Water Division	\$2,479,144
*Interest charges	\$121,910	Sewer Division	\$2,901,814
*Sewer	\$34,980	Debt Service	\$1,987,993
*Interest	\$18,280	Transfers	\$218,922
*Fees/fees	\$220,000	Capital Outlay	\$40,000
*Misc.	\$5,000	Revenue	\$0
*Transfers	\$30,402		
Total	\$7,986,188	Total	\$7,986,188

FY 2023 PROPOSED WATER SEWER BUDGET

Description	FY 2022 Original Budget	FY 2023 Proposed Budget
Revenue	\$7,705,778	\$7,986,188
Grants & Appropriated Equity	\$ -	\$ -
Total Revenue	\$7,705,778	\$7,986,188
Operating Expense	\$4,805,661	\$5,739,273
Capital Expense	\$316,600	\$40,000
Debt service & Other	\$2,583,517	\$2,206,915
Total	\$7,705,778	\$7,986,188



FY 2023 PROPOSED WATER IMPACT FEE FUND BUDGET

Description	FY 2021 Original Budget	FY 2023 Proposed Budget
Revenue	\$ 9,700	\$ 0
Grants & Appropriated Equity	\$ -	\$ -
Total Revenue	\$ 9,700	\$ 0
Operating Expense	\$ -	\$ -
Capital Expense	\$ -	\$ -
Debt service & Other	\$ 9,700	\$ 0
Total	\$ 9,700	\$ 0

FY 2022 PROPOSED SEWER IMPACT FEE FUND BUDGET

Description	FY 2021 Original Budget	FY 2023 Proposed Budget
Revenue	\$ 7,500	\$ 0
Grants & Appropriated Equity	\$ 0	\$ -
Total Revenue	\$ 7,500	\$ 0
Operating Expense	\$ -	\$ -
Capital Expense	\$ -	\$ -
Debt service & Other	\$ 7,500	\$ 0
Total	\$ 7,500	\$ 0

FY 2023 PROPOSED WATER & SEWER R&R FUND BUDGET

Description	FY 2022 Original Budget	FY 2023 Proposed Budget
R&R revenue	\$ 592,385	\$ 587,400
Transfers & Appropriated Equity	\$ 372,496	\$ 37,600
Grants	\$100,119	\$
Total Revenue	\$ 1,065,000	\$ 625,000
Operating Expense	\$ -	\$ -
Capital Expense	\$ 1,065,000	\$ 625,000
Debt service & Other	\$	\$
Total	\$ 1,065,000	\$ 625,000

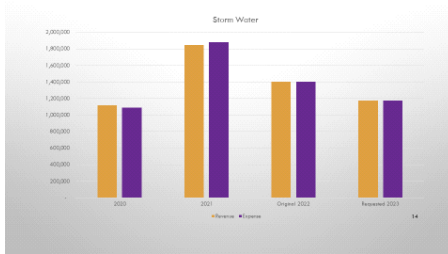
WATER & SEWER R&R FUND PROJECTS IN AMENDED FY2022 BUDGET

Project	FY2022 Amended
Lift Station #4 Rehab	300,000
Compliance SB #64	1,800,000
Generator WW Plant	500,000
Lift Station #11 rehab	71,700
Sewer Manhole Rehab	100,000
Force Main Under Canal	350,000
	3,121,700

WATER & SEWER R&R FUND PROJECTS IN PROPOSED FY2023 BUDGET

Aerator Seal Tank	\$35,000
Aerator Tank Coating	\$80,000
Disinfect Pumps and Motors	\$35,000
Upgrade/Replace Transfer Pump Control Panels	\$400,000
3rd St Gibbons Ave to Eddie Ave Water Main Repla	\$75,000
	\$625,000

STORM WATER FUND (460)



STORM WATER FUND (460)



STORM WATER CAPITAL FUND (461)



STORM WATER FUND PROJECT STATUS (461)

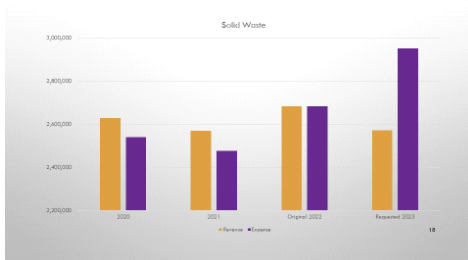
FY2022 PROJECTS

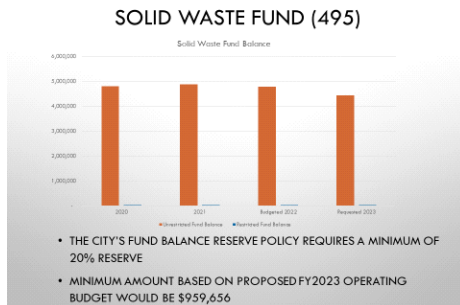
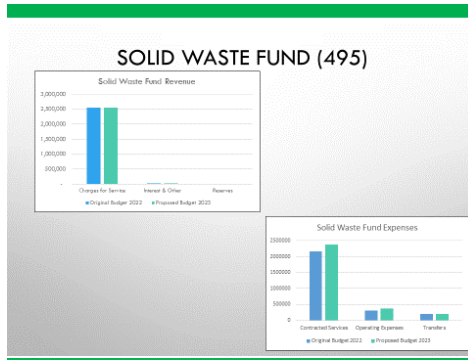
- FLOMICH STREET PARK DRAINAGE PIPE \$340,045
- MIRAGE POND \$660,000
- STORMWATER PIPE LINING \$125,000
- ENGINEERING FOR RIVERSIDE DUCKBILL \$75,000

FY2023 PROPOSED PROJECTS

- MULE \$7,500

SOLID WASTE FUND (495)





3. ADJOURNMENT

The workshop adjourned at approximately 5:55 PM.



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

5.1

**City Commission
Resolution**

MEETING DATE: July 26, 2022
FROM: Joseph Forte
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Standard Short Form Agreement Between the City of Holly Hill and Cold Spring Granite Company, Providing for Severability; and Providing for an Effective Date.
NUMBER: 2022-R-52
APPLICANT:
PLANNER:

DISCUSSION:

On June 14, 2022 the City of Holly Hill Commission passed Resolution 2022-R-41 to purchase the Veterans Memorial monument from Coldspring and secured a pricing agreement permitted under the City's purchasing guidelines for the specified design which has been budgeted.

The City must now enter into an agreement with the constructor of the monument for its construction and installation of the monument. The attached agreement has been reviewed and approved by the city attorney.

FISCAL ANALYSIS:

The cost of the monument and installation has been budgeted. However, there is an additional \$1,500.00 to be paid by the City for a Builders Risk insurance policy for the benefit of the City, which will be added to the contract price.

STAFF RECOMMENDATION:

The City Commission approve the Resolution, the agreement and the additional \$1,500.00 for the Builders Risk insurance policy and authorize the City Manager to execute the agreement.

COMMISSION GOAL:

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

MOTION:

APPROVE THE RESOLUTION, THE AGREEMENT AND THE ADDITIONAL

\$1,500.00 FOR THE BUILDERS RISK INSURANCE POLICY AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.

ATTACHMENTS:

- Contract Documents - Holly Hill, FL 071922 (PDF)

Resolution No. 2022-52**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE STANDARD SHORT FORM AGREEMENT BETWEEN THE CITY OF HOLLY HILL AND COLD SPRING GRANITE COMPANY, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE STANDARD SHORT FORM AGREEMENT BETWEEN THE CITY OF HOLLY HILL AND COLD SPRING GRANITE COMPANY, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 14, 2022 the City of Holly Hill Commission passed Resolution 2022-R-41 to purchase the Veterans Memorial monument from Coldspring; and

WHEREAS, the City has secured a pricing agreement permitted under the City's purchasing guidelines with Coldspring for the specified design; and

WHEREAS, the price agreement for the purchase of the Veterans Memorial site has been budgeted; and,

WHEREAS, the City must enter into an agreement with the constructor of the monument for its construction and installation.

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

SECTION 1. That the City Commission approve the attached Standard Short Form Agreement Between the City of Holly Hill and Coldspring Granite Company.

SECTION 2. That the City Commission authorizes the City Manager to execute the agreement.

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

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

APPROVED AND AUTHENTICATED on this 26th day of JULY, 2022.

ConsensusDocs 205

STANDARD SHORT FORM AGREEMENT BETWEEN OWNER AND CONSTRUCTOR (Lump Sum Price)

Job Number: 1024289

This Agreement is made this 19th day of July, 2022, by and between

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

OWNER EMAIL ADDRESS, jforte@hollyhillfl.org and

CONSTRUCTOR, Cold Spring Granite Company – DBA Coldspring (ColdSpring)
17482 Granite West Road
Cold Spring, MN 56320

Tax identification number (TIN) 41-0197900

The Owner and Constructor are collectively the "Parties." Notice to the Parties shall be given at the above addresses.

Contractor Licensing No., if applicable

PROJECT: Veterans Memorial | City of Holly Hill, FL

DESIGN PROFESSIONAL: Cold Spring Granite Company

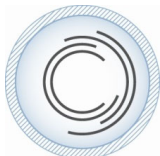
CONTRACT DOCUMENTS: This entire agreement including all attachments.

1. THE WORK The Constructor shall furnish construction administration and management services and use the Constructor's diligent efforts to perform the Work in an expeditious manner consistent with the Contract Documents. The Constructor shall provide all labor, materials, equipment and services necessary to complete the Work, as described in Exhibit A "The Work", all of which shall be provided in full accord with and reasonably inferable from the Contract Documents.

2. PRICE As full compensation for performance by the Constructor of the Work, the Owner shall pay the Constructor the lump sum price of Ninety Thousand Seven Hundred Twenty dollars [(\$90,720.00)]. The lump sum price is hereinafter referred to as the Contract Price, which shall be subject to increase or decrease as provided in this Agreement.

Contract Price DOES NOT include any applicable taxes. CURRENT TAXES WILL BE ADDED AT THE TIME OF INVOICE UNLESS AN APPROVED TAX EXEMPT CERTIFICATE HAS BEEN RECEIVED PRIOR TO INVOICING.

3. EXHIBITS The following attached exhibits are made part of this Agreement:



- A. EXHIBIT A: The Work, 2 page(s) dated July 19, 2022.
- B. EXHIBIT B: Rendering/Plans D1024289, 1 page(s) dated May 19, 2022.
- C. EXHIBIT C: Progress Schedule, EXCLUDED page(s) dated N/A.
- D. EXHIBIT D: Schedule of Payments, EXCLUDED page(s) dated N/A.
- E. EXHIBIT E: Warranty, 2 pages dated EXCLUDED.
- F. EXHIBIT F: Site Conditions, 1 page dated June 22, 2022.
- G. EXHIBIT G: Estimated Applicable Tax Amount, 1 page dated June 22, 2022.

4. **ETHICS** The Parties shall perform their obligations with integrity, ensuring at a minimum that each: (a) avoids conflicts of interest and promptly discloses any to the other Party; and (b) warrants that it has not and shall not pay nor receive any contingent fees or gratuities to or from the other Party, including its agents, officers, and employees, subcontractors, or others for whom they may be liable, to secure preferential treatment.

5. **CONSTRUCTOR'S RESPONSIBILITIES** The Constructor shall be responsible for supervision and coordination of the Work, including the construction means, methods, techniques, sequences, and procedures utilized, unless the Contract Documents give other specific instructions.

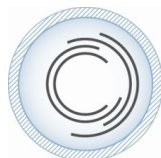
5.1. Except for permits and fees that are the responsibility of the Owner pursuant to this Agreement, the Constructor shall obtain and pay for all necessary permits, licenses, and renewals pertaining to the Work.

5.2. The Constructor shall pay all applicable taxes legally enacted when bids are received or negotiations concluded for the Work provided by the Constructor.

5.3. In the event that the Owner elects to perform work at the Worksite directly or by others retained by the Owner, the Constructor and Owner shall coordinate the activities of all forces at the Worksite and shall agree upon fair and reasonable schedules and operational procedures for Worksite activities. The Owner shall require each separate contractor to cooperate with the Constructor and assist with the coordination of activities and the review of construction schedules and operations. The Contract Price and Contract Time shall be equitably adjusted, as mutually agreed by the Parties, for changes made necessary by the coordination of construction activities, and the construction schedule shall be revised accordingly.

5.4. In order to facilitate its responsibilities for completion of the Work in accordance with and as reasonably inferable from the Contract Documents, prior to commencing the Work, the Constructor shall examine and compare the drawings and specifications with information furnished by the Owner pursuant to section 6.2; relevant field measurements made by the Constructor; and any visible conditions at the Worksite affecting the Work.

5.5. **COMPLIANCE WITH LAWS** The Constructor shall comply with all laws at its own costs. The Constructor shall be liable to the Owner for all loss, cost, or expense, attributable to any acts or



omissions by the Constructor, its employees, subcontractors, and agents for failure to comply with laws, including, fines, penalties, or corrective measures.

5.6. WARRANTY

5.6.1. The Work shall be executed in accordance with the Contract Documents in a workmanlike manner. Subject to natural differences in color and other characteristics common in stone, Constructor promises to Owner that the materials provided shall be free of defects and meet the version of the National Building Granite Quarries Association, Inc. specification in place as of the date of the contract. The warranty does not include remedies for defects or damages caused by wear and tear during normal usage, use for a purpose for which the Project was not intended improper or insufficient maintenance, modifications performed by the Owner or others retained by Owner, or abuse.

The only remedy for breach of this warranty shall be, at the Constructor's sole discretion, correction of the materials, replacement of the materials, refund of the amount by which the values of the materials is reduced by defect, or any combination of these alternatives. The remedies stated in this paragraph are sole and exclusive remedies.

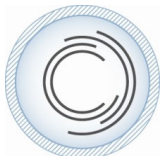
WITH RESPECT TO THE WORK, THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY AND THERE IS NO IMPLIED WARRANTY OF FITNESS FOR OWNER'S PARTICULAR PURPOSE; THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR OWNER'S PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

To make a warranty claim, Owner must give to Constructor written notice of the breach within 30 days of discovering the breach. No warranty claim can be made more than 1 year after completion of the Work.

5.7. SAFETY The Constructor shall have overall responsibility for safety precautions and programs in the performance of the Work, except that the Constructor's subcontractors shall also be responsible for the safety of persons or property in the performance of their work, and for compliance with the provisions of laws. The Constructor shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect its employees and other persons at the Worksite; materials and equipment stored at on-site or off-site locations for use in the Work; and property located at the Worksite and adjacent to Work areas, whether or not the property is part of the Work.

5.8. HAZARDOUS MATERIALS A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state, or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or clean-up. The Constructor shall not be obligated to commence or continue work until any Hazardous Material discovered at the Worksite has been removed, or rendered or determined to be harmless by the Owner as certified by an independent testing laboratory and approved by the appropriate government agency. If the Constructor incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, the Constructor shall be entitled to an equitable adjustment in the Contract Price or the Contract Time.

5.9. MATERIALS BROUGHT TO THE WORKSITE The Constructor shall be responsible for the proper delivery, handling, application, storage, removal, and disposal of all materials and substances brought



to the Worksite by the Constructor in accordance with the Contract Documents and used or consumed in the performance of the Work.

5.10. SUBMITTALS The Constructor shall submit to the Owner and Design Professional for review and approval all shop drawings, samples, product data, and similar submittals required by the Contract Documents. Submittals may be submitted in electronic form if required in accordance with section 6.5. The Constructor shall be responsible to the Owner for the accuracy and conformity of its submittals to the Contract Documents. The Constructor shall prepare and deliver its submittals to the Owner and Design Professional in a manner consistent with the Schedule of the Work and in such time and sequence so as not to delay the performance of the Work or the work of the Owner and others retained by the Owner. The Constructor submittals shall identify in writing for each submittal all changes, deviations, or substitutions from the requirements of the Contract Documents. The approval of any Constructor submittal shall not be deemed to authorize deviations, substitutions, or changes in the requirements of the Contract Documents unless express written approval is obtained from the Owner specifically authorizing such deviation, substitution, or change. Further, the Owner shall not make any change, deviation, or substitution through the submittal process without specifically identifying and authorizing such deviation to the Constructor. The Owner shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay. The Constructor shall perform all Work strictly in accordance with approved submittals. The Owner's approval does not relieve the Constructor from responsibility for Defective Work resulting from errors or omissions of any kind on the approved shop drawings.

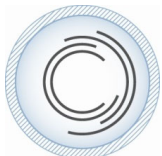
5.11. WORKSITE CONDITIONS If the conditions at the Worksite are (a) subsurface or other physical conditions which are materially different from those indicated in the Contract Documents, or (b) unusual and unknown physical conditions which are materially different from conditions ordinarily encountered and generally recognized as inherent in the Work provided for in the Contract Documents, the Constructor shall stop Work and give prompt written notice of the condition to the Owner and Design Professional. The Constructor shall not be required to perform any work relating to the unknown condition without the written mutual agreement of the Parties. Any change in the Contract Price or Contract Time as a result of the unknown condition shall be made by Change Order.

5.12. CUTTING, FITTING, AND PATCHING The Constructor shall perform cutting, fitting, and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of the Owner or others retained by the Owner.

5.13. CLEANING UP The Constructor shall regularly remove debris and waste materials at the Worksite resulting from the Work. Prior to discontinuing Work in an area, the Constructor shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. The Constructor shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, the Constructor shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris.

6. OWNER'S RESPONSIBILITIES Any information or services to be provided by the Owner shall be provided in a timely manner.

6.1. FINANCIAL INFORMATION Before commencing the Work and thereafter at the written request of the Constructor, the Owner shall provide the Constructor with evidence of Project financing. Evidence of such financing shall be a condition precedent to the Constructor's commencing or continuing the Work. The Constructor shall be notified prior to any material change in Project financing.



6.2. WORKSITE INFORMATION The Owner shall provide at the Owner's expense and with reasonable promptness the following, which the Constructor shall be entitled to rely upon for its accuracy and completeness:

6.2.1. information describing the physical characteristics of the Worksite, including surveys, Worksite evaluations, legal descriptions, data, or drawings depicting existing conditions, subsurface, and environmental studies, reports and investigations;

6.2.2. tests, inspections and other reports dealing with environmental matters, hazardous material and other existing conditions, including structural, mechanical, and chemical tests required by the Contract Documents or by law; and

6.2.3. any other information or services requested in writing by the Constructor that are relevant to the Constructor's performance of the Work and under the Owner's control. The information required by this subsection shall be provided in reasonable detail. Legal descriptions shall include easements, title restrictions, boundaries, and zoning restrictions. Worksite descriptions shall include existing buildings and other construction and all other pertinent Worksite conditions. Adjacent property descriptions shall include structures, streets, sidewalks, alleys, and other features relevant to the Work. Utility details shall include available services, lines at the Worksite and adjacent thereto, and connection points. The information shall include public and private information, subsurface information, grades, contours, and elevations, drainage data, exact locations and dimensions, and benchmarks that can be used by the Constructor in laying out the Work.

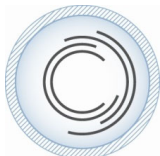
6.3. MECHANICS AND CONSTRUCTION LIEN INFORMATION Within seven (7) days after receiving the Constructor's written request, the Owner shall provide the Constructor with the information necessary to give notice of or enforce mechanics lien rights and, where applicable, stop notices. This information shall include the Owner's interest in the real property on which the Project is located and the record legal title.

6.4. BUILDING PERMIT, FEES, AND APPROVALS Except for those required of the Constructor pursuant to this Agreement, the Owner shall secure and pay for all other permits, approvals, easements, assessments, and fees required for the development, construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, including the building permit.

6.5. DOCUMENTS IN ELECTRONIC FORM If the Owner requires that the Owner, Design Professional, and Constructor exchange documents and data in electronic or digital form, prior to any such exchange, the Owner, Design Professional, and Constructor shall agree on a written protocol governing all exchanges in ConsensusDocs 200.2 or a separate addendum.

7. SUBCONTRACTS Work not performed by the Constructor with its own forces shall be performed by subcontractors. The Constructor agrees to bind every subcontractor and material supplier (and require every subcontractor to so bind its subcontractors and material suppliers) to all the provisions of this Agreement and the Contract Documents as they apply to the subcontractor's and material supplier's portions of the Work.

8. CONTRACT TIME



8.1. DATE OF COMMENCEMENT The Date of Commencement is when this Agreement is fully executed by both parties.

8.2. TIME Substantial Completion of the Work shall be achieved in fifty-two (52) weeks from the Date of Commencement. Substantial Completion is the date, certified by Constructor, on which the Work is sufficiently completed such that the project can be used for the purposes for which it was intended. Unless otherwise specified in the Constructor's Certificate of Substantial Completion, the Work shall be finally complete within thirty (30) days after the Date of Substantial Completion, subject to adjustments as provided for in the Contract Documents. Time is of the essence for this Agreement.

9. SCHEDULE OF THE WORK If applicable for the project, the Constructor shall submit for review by the Design Professional and approval by the Owner, a Schedule of the Work that shall show the dates on which the Constructor plans to begin and to complete various parts of the work, including dates on which information and approvals are required from the Owner. If no schedule is provided by Constructor, the Work may progress on a schedule at the sole discretion of Constructor, within the Contract Time.

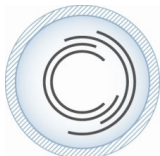
9.1. The Owner may request the Constructor to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by the Owner or others. To the extent such changes increase the Constructor's time and costs, the Contract Price and Contract Time shall be equitably adjusted.

10. DELAYS AND EXTENSIONS OF TIME

10.1. If the Constructor is delayed at any time in the commencement or progress of the Work by any cause beyond the control of the Constructor, the Constructor shall be entitled to an equitable extension of the Contract Time. Examples of causes beyond the control of the Constructor include, but are not limited to, the following: acts or omissions of the Owner, the Design Professional, or others; changes in the Work or the sequencing of the Work ordered by the Owner or arising from decisions of the Owner that impact the time of performance of the Work; transportation delays not reasonably foreseeable; labor disputes not involving the Constructor; general labor disputes impacting the Project but not specifically related to the Worksite; terrorism, epidemics, pandemics, adverse governmental actions, regulatory permitting delays, unavoidable accidents or circumstances; adverse weather conditions not reasonably anticipated; encountering Hazardous Materials; concealed or unknown conditions; and delay authorized by the Owner pending dispute resolution. The Constructor shall process any requests for equitable extensions of Contract Time in accordance with the provisions of article 12.

10.2. In addition, if the Constructor incurs additional costs as a result of a delay that is caused by acts or omissions of the Owner, ~~the Design Professional~~, or others, changes in the Work or the sequencing of the Work ordered by the Owner, or arising from decisions of the Owner that impact the time of performance of the Work, encountering Hazardous Materials, concealed or unknown conditions, or delay authorized by the Owner pending dispute resolution, the Constructor shall be entitled to an equitable adjustment in the Contract Price subject to article 12.

10.3. In the event delays to the Work are encountered for any reason, the Constructor shall provide prompt written notice to the Owner of the cause of such delays after the Constructor first recognizes the delay. The Owner and Constructor agree to undertake reasonable steps to mitigate the effect of such delays.



10.4. NOTICE OF DELAY CLAIMS If the Constructor requests an equitable extension of the Contract Time or an equitable adjustment in the Contract Price as a result of a delay, the Constructor shall give the Owner written notice of the claim. If the Constructor causes delay in the completion of the Work, the Owner shall be entitled to recover its additional costs, subject to the mutual waiver of consequential damages herein.

11. ALLOWANCES All allowances stated in the Contract Documents shall be included in the Contract Price. While the Owner may direct the amounts of, and particular material suppliers or subcontractors for, specific allowance items, if the Constructor reasonably objects to a material supplier or subcontractor, it shall not be required to contract with them. The Owner shall select allowance items in a timely manner so as not to delay the Work. Allowances shall include the costs of materials and equipment delivered to the Worksite less applicable trade discounts and including requisite taxes, unloading and handling at the Worksite, and labor and installation, unless specifically stated otherwise. The Constructor's overhead and profit for the allowances shall be included in the Contract Price, but not in the allowances. The Contract Price shall be adjusted by Change Order to reflect the actual costs when they are greater than or less than the allowances.

12. CHANGES

12.1. The Constructor may request or the Owner may order changes in the Work or the timing or sequencing of performance of the Work that impacts the Contract Price or the Contract Time. All such changes in the Work that affect the Contract Time or Contract Price shall be formalized in a Change Order.

12.2. The Owner and Constructor shall negotiate in good faith an appropriate adjustment to the Contract Price or the Contract Time and shall conclude these negotiations as expeditiously as possible. Acceptance of the Change Order and any adjustment in the Contract Price or Contract Time shall not be unreasonably withheld.

12.3. Not part of this contract.

12.4. COST OR CREDIT DETERMINATION

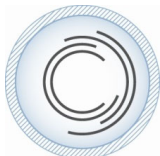
12.4.1. An increase or decrease in the Contract Price or the Contract Time resulting from a change in the Work shall be determined by one or more of the following methods:

12.4.1.1. unit prices set forth in this Agreement or as subsequently agreed;

12.4.1.2. a mutually accepted, itemized lump sum; or

12.4.1.3. costs calculated on a basis agreed upon by the Owner and Constructor plus 10% overhead and 10% profit.

12.5. UNIT PRICES If unit prices are included in the Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit price items as originally contemplated is so different in a proposed Change Order that the original unit prices will cause substantial inequity to the Owner or Constructor, such unit prices shall be equitably adjusted.



12.6. PERFORMANCE OF CHANGED WORK The Constructor shall not be obligated to perform Changed Work until a Change Order has been executed by the Owner and Constructor.

13. PAYMENT

Payment terms to be made as follows: 33% of contract value due with signed contract, 66% of total contract value must be received prior to shipment, balance net 30 days after completion by Constructor, no retainer. Note: no work will begin until initial 33% payment is received.

13.1. Not part of this contract.

13.2. Not part of this contract.

13.3. Not part of this contract.

13.4. ADJUSTMENT OF CONSTRUCTOR'S PAYMENT APPLICATION The Owner may adjust or reject a payment application or nullify a previously approved payment application, in whole or in part, as may reasonably be necessary to protect Owner from loss or damage based upon the following, to the extent that Constructor is responsible for such under this Agreement:

13.4.1. the Constructor's repeated failure to perform the Work as required by the Contract Documents;

13.4.2. loss or damage arising out of or relating to this Agreement and caused by the Constructor to the Owner or to others retained by the Owner to whom the Owner may be liable;

13.4.3. the Constructor's failure to properly pay subcontractors for labor, materials, or equipment furnished in connection with the Work following receipt of such payment from the Owner;

13.4.4. Defective Work not corrected in a timely fashion;

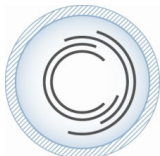
13.4.5. reasonable evidence of delay in performance of the Work such that the Work will not be completed within the Contract Time;

13.4.6. reasonable evidence demonstrating that the unpaid balance of the Contract Price is insufficient to fund the cost to complete the Work; and

13.4.7. uninsured third-party claims involving the Constructor or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until the Constructor furnishes the Owner with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment which are sufficient to discharge such claims if established.

No later than seven (7) days after receipt of an application for payment, the Owner shall give written notice to the Constructor disapproving or nullifying it or a portion of it, specifying the reasons for the disapproval or nullification. When the above reasons for disapproving or nullifying an application for payment are removed, payment shall be made for the amounts previously withheld.

13.5. PAYMENT DELAY If for any reason not the fault of the Constructor, the Constructor does not receive a progress payment from the Owner within seven (7) days after the time such payment is due, the Constructor, upon giving seven (7) days' written notice to the Owner, and without prejudice to and in addition to any other legal remedies, may stop Work until payment of the full amount owing to the



Constructor has been received. The Contract Price and Contract Time shall be equitably adjusted by Change Order for reasonable cost and delay resulting from shutdown, delay, and start-up.

13.6. SUBSTANTIAL COMPLETION When Substantial Completion of the Work is achieved, the Constructor shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, and the respective responsibilities of the Owner and the Constructor for interim items such as security, maintenance, utilities, insurance, and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work.

13.6.1. Upon acceptance by the Owner of the Certificate of Substantial Completion, the Owner shall pay to the Constructor the remaining retainage held by the Owner for the Work described in the Certificate of Substantial Completion less a sum equal to one hundred twenty five percent (125%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by the Owner and Constructor as necessary to achieve final completion. Uncompleted items shall be completed by the Constructor in a mutually agreed timeframe. The Owner shall pay the Constructor monthly the amount retained for unfinished items as each item is completed.

13.7. FINAL COMPLETION When, to the best of the Constructor's knowledge, the Work has reached final completion in accordance of the Contract Documents, the Constructor shall provide notice of Final Completion and application for final payment.

13.7.1. Final payment of the balance of the Contract Price shall be made to the Constructor within thirty (30) days after the Constructor has submitted to the Owner a complete and accurate application for final payment and the following submissions:

13.7.1.1. an affidavit declaring any indebtedness connected with the Work, e.g. payrolls or invoices for materials or equipment, to have been paid, satisfied, or to be paid with the proceeds of final payment, so as not to encumber the Owner's property;

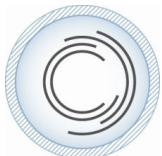
13.7.1.2. as-built drawings, manuals, copies of warranties, and all other close-out documents required by the Contract Documents;

13.7.1.3. release of any liens, conditioned on final payment being received;

13.7.1.4. consent of any surety, if applicable; and

13.7.1.5. a report of any accidents or injuries experienced by the Constructor or its subcontractors at the Worksite.

13.8. Claims not reserved by the Owner in writing with the making of final payment shall be waived except for claims relating to liens or similar encumbrances, warranties, Defective Work, and latent defects. Unless the Constructor provides written identification of unsettled claims known to the Constructor at the time of making application for final payment, acceptance of final payment constitutes a waiver of such claims.



13.9. LATE PAYMENT Payments due but unpaid shall bear interest from the date payment is due at the statutory rate at the place of the Project.

14. INDEMNITY

14.1. To the fullest extent permitted by law, the Constructor shall indemnify and hold harmless the Owner, Owner's officers, directors, members, consultants, agents, and employees (the Indemnitees) from all claims for bodily injury and property damage, other than to the Work itself and other property insured under section 15.3, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of the Work but only to the extent caused by the negligent acts or omissions of the Constructor, subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. The Constructor shall be entitled to reimbursement of any defense costs paid above the Constructor's percentage of liability for the underlying claim to the extent provided in the section immediately below.

14.2. To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Constructor, its officers, directors, or members, subcontractors, or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable from all claims for bodily injury and property damage, other than property insured under section 15.3, including reasonable attorneys' fees, costs, and expenses, that may arise from the performance of work by the Owner or others retained by the Owner, but only to the extent caused by the negligent acts or omissions of the Owner or others retained by the Owner. The Owner shall be entitled to reimbursement of any defense costs paid above the Owner's percentage of liability for the underlying claim to the extent provided in the section immediately above.

14.3. NO LIMITATION ON LIABILITY In any and all claims against the Indemnitees by any employee of the Constructor, anyone directly or indirectly employed by the Constructor or anyone for whose acts the Constructor may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Constructor under Workers' Compensation acts, disability benefit acts, or other employment benefit acts.

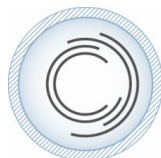
15. INSURANCE

15.1. Before commencing the Work and as a condition precedent to payment, the Constructor shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, and broad form property damage. The Constructor shall maintain completed operations liability insurance for one year after Substantial Completion, or as required by the Contract Documents, whichever is longer. If requested, the Constructor shall provide the Owner with certificates of the insurance coverage required. The Constructor's Employers' Liability, Business Automobile Liability, and CGL policies, as required in this article, shall be written with at least the following limits of liability:

15.1.1. Employers' Liability Insurance:

- a. \$1,000,000 bodily injury by accident per accident;
- b. \$1,000,000 bodily injury by disease policy limit
- c. \$1,000,000 bodily injury by disease per employee.

15.1.2. Business Automobile Liability Insurance:



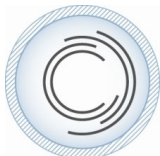
- a. \$1,000,000 per accident.
- 15.1.3. CGL Insurance:
 - a. \$1,000,000 per occurrence;
 - b. \$5,000,000 general aggregate;
 - c. \$2,000,000 products/completed operations aggregate;
 - d. \$1,000,000 personal and advertising injury limit.

15.2. Employers' Liability, Business Automobile Liability, and CGL coverage required in the subsection above may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella liability policies. The Constructor shall maintain in effect all insurance coverage required in the section immediately above with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If the Constructor fails to obtain or maintain any insurance coverage required under this Agreement, the Owner may purchase such coverage and charge the expense to the Constructor, or terminate this Agreement. To the extent commercially available to the Constructor from its current insurance company, insurance policies required under section 15.1 shall contain a provision that the insurance company or its designee must give the Owner written notice transmitted in paper or electronic format: (a) 30 days before coverage is nonrenewed by the insurance company and (b) within 10 business days after cancelation of coverage by the insurance company. Prior to commencing the Work and upon renewal or replacement of the insurance policies, the Constructor shall furnish the Owner with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required under section 15.1 is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, the Constructor shall give Owner prompt written notice upon actual or constructive knowledge of such condition.

15.3. Constructor to provide a Builders Risk policy for the benefit of the Owner for this project. The cost of \$1,500.00 to be paid by the Owner. This amount is added to the contract price.

~~PROPERTY INSURANCE Before the start of Work, the Owner shall obtain and maintain Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss. This insurance shall also name the Constructor, subcontractors, subsubcontractors, material suppliers, and Design Professional as named insureds. This insurance shall be written as a Builder's Risk Policy or equivalent form to cover all risks of physical loss except those specifically excluded by the policy. The Owner shall be solely responsible for any deductible amounts or coinsurance penalties. This policy shall provide for a waiver of subrogation in favor of the Constructor, subcontractors, subsubcontractors, material suppliers and Design Professional. This insurance shall remain in effect until final payment has been made or until no person or entity other than the Owner has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until the Owner has secured the consent of the insurance company or companies providing the coverage required in this section. Before commencing the Work, the Owner shall provide a copy of the property policy or policies obtained in compliance with this section.~~

~~15.3.1. If the Owner does not intend to purchase the property insurance required by this Agreement, including all of the coverages and deductibles described herein, the Owner shall give written notice to the Constructor and the Design Professional before the Work is commenced. The Constructor may then provide insurance to protect its interests and the interests of the subcontractors and subsubcontractors, including the coverage of deductibles. The cost of this insurance shall be charged to the Owner in a Change Order. The Owner shall be responsible for~~



~~all of the Constructor's costs reasonably attributed to the Owner's failure or neglect in purchasing or maintaining the coverage described above.~~

~~15.3.2. The Owner and Constructor waive all rights against each other and their respective employees, agents, contractors, subcontractors and subsubcontractors, and the Design Professional for damages caused by risks covered by the property insurance except such rights as they may have to the proceeds of the insurance and such rights as the Constructor may have for the failure of the Owner to obtain and maintain property insurance in compliance with section 15.2.~~

~~15.3.3. To the extent of the limits of the Constructor's CGL insurance specified in section 15.1 the Constructor shall indemnify and hold harmless the Owner against any and all liability, claims, demands, damages, losses, and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of the Owner's existing adjacent property that may arise from the performance of the Work, to the extent caused by the negligent acts or omissions of the Constructor, subcontractor, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.~~

15.4. OWNER'S INSURANCE The Owner may procure and maintain insurance against loss of use of the Owner's property caused by fire or other casualty loss. The Owner shall either self-insure or obtain and maintain its own liability insurance for protection against claims arising out of the performance of this Agreement, including without limitation, loss of use and claims, losses and expenses arising out of the Owner's errors or omissions.

15.5. ADDITIONAL LIABILITY COVERAGE Owner shall not require Constructor to purchase and maintain liability coverage, primary to Owner's coverage in the section immediately above.

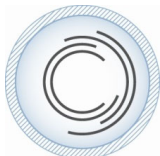
15.5.1. If required by section immediately above, the additional liability coverage required of the Constructor shall be:

1. ADDITIONAL INSURED. The Owner shall not be named as an additional insured on Constructor's CGL insurance specified, for operations and completed operations, but only with respect to liability for bodily injury, property damage or personal and advertising injury to the extent caused by the negligent acts or omissions of the Constructor, or those acting on the Constructor's behalf, in the performance of the Constructor's Work for the Owner at the Worksite.

16. BONDS Performance and Payment Bonds are not required of the Constructor. If such bonds are required, then such bonds shall be issued by a surety admitted in the state in which the Project is located and must be acceptable to the Owner. The Owner's acceptance shall not be withheld without reasonable cause. The penal sum of the Payment Bond shall equal the penal sum of the Performance Bond.

17. LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES Except for (a) losses covered by insurance required by the Contract Documents, or (b) specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below, the Parties agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement.

17.1. The provisions of this section shall also apply to the termination of this Agreement and shall survive such termination. The Owner and the Constructor shall require similar waivers in contracts with



subcontractors and others retained for the project.

18. RISK OF LOSS Except to the extent a loss is covered by applicable insurance, risk of loss or damage to the Work shall be upon the Constructor until the Date of Substantial Completion, unless otherwise agreed to by the Parties. ~~If Owner fails to obtain and maintain insurance as provided in Section 15.3, risk of loss or damage to the Work shall be upon the Owner.~~

19. NOTICE TO CURE AND TERMINATION

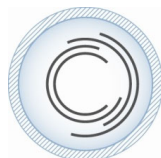
19.1. NOTICE TO CURE A DEFAULT If the Constructor persistently fails to supply enough qualified workers, proper materials, or equipment to maintain the approved Schedule of the Work in accordance with article 9, or fails to make prompt payment to its workers, subcontractors, or material suppliers, disregards law or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, the Constructor may be deemed in default. If the Constructor fails within fifteen (15) business days after written notification to commence and continue satisfactory correction of such default with diligence and promptness, then the Owner shall give the Constructor a second written notice to correct the default within a fifteen (15) business day period. If the Constructor fails to promptly commence and continue satisfactory correction of the default following receipt of such second notice, the Owner, without prejudice to any other rights or remedies, shall have the right to take reasonable steps it deems necessary to correct deficiencies and charge the cost to the Constructor, who shall be liable for such payments including reasonable overhead, profit, and attorneys' fees.

19.2. TERMINATION BY OWNER If, within fifteen (15) days of receipt of a notice to cure pursuant to section immediately above, the Constructor fails to commence and satisfactorily continue correction of the default set forth in the notice to cure, the Owner may notify the Constructor that it intends to terminate this Agreement for default absent appropriate corrective action within fifteen (15) additional days. After the expiration of the additional fifteen (15) day period, the Owner may terminate this Agreement by written notice absent appropriate corrective action. Termination for default is in addition to any other remedies available to the Owner. If the Owner's costs arising out of the Constructor's failure to cure, including the cost of completing the Work and reasonable attorney fees, exceed the unpaid Contract Price, the Constructor shall be liable to the Owner for such excess costs. If the Owner's costs are less than the unpaid Contract Price, the Owner shall pay the difference to the Constructor. In the event the Owner exercises its rights under this section, upon the request of the Constructor, the Owner shall furnish to Constructor a detailed accounting of the costs incurred by the Owner.

19.2.1. The Owner shall make reasonable efforts to mitigate damages arising from the Constructor default and shall promptly invoice the Constructor for all amounts due.

19.3. TERMINATION BY CONSTRUCTOR Upon fifteen (15) days' written notice to the Owner, the Constructor may terminate this Agreement if the Work has been stopped for a thirty (30) day period through no fault of the Constructor for any of the following reasons: (a) under court order or order of other governmental authorities having jurisdiction; (b) as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of the Constructor, materials are not available.

19.3.1. In addition, upon seven (7) days' written notice to Owner, Constructor may terminate the Agreement if the Owner does any of the following: (a) fails to furnish reasonable evidence that



sufficient funds are available and committed for the entire cost of the Project in accordance with section 6.1; (b) assigns this Agreement over the Constructor's reasonable objection; (c) fails to pay the Constructor in accordance with this Agreement and the Constructor has complied with the notice provisions of section 13.5; or (d) otherwise materially breaches this Agreement.

19.3.2. Upon termination by the Constructor pursuant to this Agreement, the Constructor shall be entitled to recover from the Owner payment for all Work executed and for any proven loss, cost, or expense in connection with the Work, including all demobilization costs plus reasonable overhead and profit.

19.4. OBLIGATIONS ARISING BEFORE TERMINATION Even after termination the provisions of this Agreement still apply to any Work performed, payments made, events occurring, costs charged or incurred, or obligations arising before the termination date.

20. CLAIMS AND DISPUTE RESOLUTION

20.1. CLAIMS FOR ADDITIONAL COST OR TIME Except as provided in sections 10.3 and 10.4 for any claim for an increase in the Contract Price or the Contract Time, the Constructor shall give the Owner written notice of the claim within fourteen (14) days after the occurrence giving rise to the claim or within fourteen (14) days after the Constructor first recognizes the condition giving rise to the claim, whichever is later. Except in an emergency, notice shall be given before proceeding with the Work. Any change in the Contract Price or the Contract Time resulting from such claim shall be authorized by Change Order.

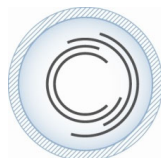
20.2. WORK CONTINUANCE AND PAYMENT Unless otherwise agreed in writing, the Constructor shall continue the Work and maintain the Schedule of the Work during any dispute resolution proceedings. If the Constructor continues to perform, the Owner shall continue to make payments in accordance with the Agreement.

20.3. DISPUTE MITIGATION THROUGH DIRECT DISCUSSIONS If a dispute arises out of or relates to this Agreement or its breach, the Parties shall endeavor to settle the dispute through direct discussions. Within five (5) business days, the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions shall conduct direct discussions and make a good faith effort to resolve such dispute.

20.4. MEDIATION Disputes between the Owner and Constructor not resolved by direct discussion shall be submitted to mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association (AAA). The Parties shall select the mediator within fifteen (15) days of the request for mediation. Engaging in mediation is a condition precedent to any form of binding dispute resolution.

20.5. BINDING DISPUTE RESOLUTION If neither direct discussions nor mediation successfully resolve the dispute, the Parties shall submit the matter to the binding dispute resolution procedure selected below:

Arbitration using the current Construction Industry Arbitration Rules of the AAA, or the Parties may mutually agree to select another set of arbitration rules. The administration of the arbitration shall be as mutually agreed by the Parties.



20.6. **COST OF DISPUTE RESOLUTION** The costs of any binding dispute resolution procedures and reasonable attorneys' fees shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

20.7. ~~VENUE The venue of any proceedings shall be in County of Stearns, State of Minnesota.~~

21. MISCELLANEOUS

21.1. **EXTENT OF AGREEMENT** Except as expressly provided, this Agreement is for the exclusive benefit of the Parties and not for the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral.

21.2. **ASSIGNMENT** Except as to the assignment of proceeds, neither Party shall assign its interest in this Agreement, in whole or in part, without the written consent of the other Party. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns, and legal representatives.

21.3. ~~GOVERNING LAW This Agreement shall be governed by the laws of the state of Minnesota.~~

21.4. **WRITING** Written notice, request, approval, and/or acceptance required herein may (in lieu of transmission via US Mail) be transmitted via electronic mail at the email address provided on page one of this Agreement. By providing an email address on page one, the party is consenting to receipt of written notices via email at the address provided. Electronic written notice is effective upon sending. Written agreement required herein may (in lieu of physical signatures on paper) be executed in counterpart via electronic signature.

JOINT DRAFTING The Parties expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate terms and to obtain assistance of counsel in reviewing terms prior to execution. This Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

OWNER: _____

BY: _____ Date: _____

CONSTRUCTOR: Cold Spring Granite Company

BY: _____ Date: _____
COLDSPRING authorized signer

END OF DOCUMENT.

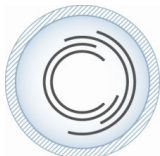




EXHIBIT A "The Work"

Veterans Memorial City of Holly Hill, FL

Page 1 of 2

July 19, 2022

1. Coldspring will include all granite material, anchors, and necessary materials to construct a Veterans Memorial per Coldspring design D1024289, dated May 19, 2022, 1 page (Exhibit "B") in Polished and Rub/Sand (narrow range) Mesabi Black granite.
2. The following carving and lettering are included (Additional carving will be priced accordingly and added to the Contract in the form of a "Change Authorization"):
 - a) Carving/lettering on two sides, flat carved.
 - b) Military seals, City of Holly Hill seal, lettering on front.
 - c) Laser etched flag and lettering on back.
 - d) All information for carving/lettering to be provided prior to final approval.
3. Original graphics proofs and shop drawings, plus one revision if requested by Buyer are included. Any additional revisions as requested by Buyer will be subject to further fees as determined by Seller.
4. **Freight to City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, FL included in price. Project shall be shipped FOB Destination City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, FL 32117. Risk of loss shall not be transferred to the Owner until the Work is inspected. Inspection of the Work must take place within 10 calendar days from notification by the Constructor's project manager that the project has been installed.**
5. Coldspring will take a soil test. The foundation and upper structure drawings will be drawn based upon the soil test results.
6. Buyer is responsible for permits (application and processing fees, topos, surveys, engineering, etc), flagpole, pavers, and landscaping.
7. Coldspring is responsible for the foundation, installation (crane service and setting), and resetting the existing pavers around the memorial. Non union labor.
8. This proposal and pricing is based on reasonably level terrain and the soil having a bearing capacity of 2,500 PSF. In the event that the terrain is unusually rough or the soil test indicates that unusual foundation work or excavation of unusable soil and bringing in of fill will be necessary, any additional costs will be the responsibility of the Buyer.
9. Access to the construction site must be provided. Deliveries will be made with a 70' long tractor trailer weighing 80,000 pounds. Route to construction site must be free



EXHIBIT A “The Work”
Veterans Memorial
City of Holly Hill, FL

Page 2 of 2

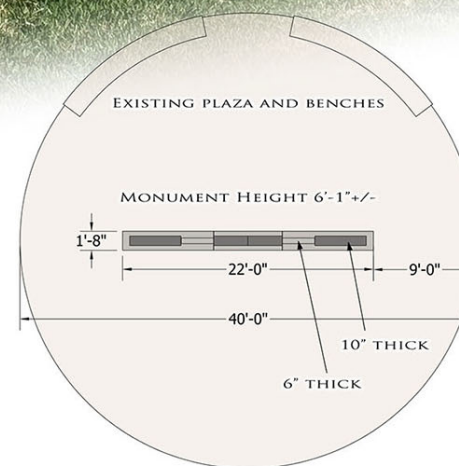
July 19, 2022

of obstructions. Coldspring is not responsible for damage to roadways or grade required for construction access, but will make every effort to avoid unusual damages.

10. The purchaser is responsible for any costs involved with unusual obstructions, such as gas lines, boulders, phone lines, etc., that could be in the foundation area.
11. Coldspring assumes unusable soil, pavers, and excavation materials can be disposed of at the site.
12. Pricing for this contract offer is based on current market conditions with the construction to begin no later than May 2023. Delays beyond the control of Coldspring may be subject to a price surcharge.



REAR ELEVATION



COLDSPRING®

DESIGNED BY: BECKY HOWE DATE: 5/19/22

This design is intended for conceptual purposes only. Renderings may not accurately represent stone shade, natural variegation, or final carving and lettering. All carving and lettering will be finalized per contract prior to fabrication.

PROJECT: VETERANS MEMORIAL
LOCATION: CITY OF HOLLY HILL
HOLLY HILL, FLORIDA
SIGN: D1024289 SCALE: NTS

WWW.COLDSPRINGUSA.COM

This design is property of Coldspring and protected by applicable copyright laws. Unauthorized use or duplication is prohibited. This design is for concept only.



COLDSPRING™

SITE ACCESS REQUIREMENTS

Exhibit F dated: _____

PRICE QUOTES ARE BASED UPON THE FOLLOWING:

1. **Foundation:**
~~Must be completed to specification at least (7) seven days prior to delivery.~~
2. **Site shall be:**
 - a. Free of all debris. (Dirt mounds, lumber, equipment, etc.)
 - b. The ground around the site must withstand the weight of the trucks and cranes, up to 80,000 lbs. (wet or dry).
3. **Access to Site:**
Price is based upon foundation being no more than 15 feet off a paved road or equally compacted surface. Additional equipment and/or material used to gain access to site will be at owner's expense.
4. **Roads into and around the cemetery must be:** (able to accommodate a semi tractor-trailer approximately 10' wide and 75' long).
 - a. They need to be a paved or equally compacted surface.
 - b. The 75' semi tractor-trailers must be able to make all turns into and around cemetery.
5. **Height Restrictions:** (Trailer height is 13'-6". Owner would be responsible for removal of any of the following obstructions).
 - a. Trees
 - b. Power Lines
 - c. Entrance Gates
6. **Truck and Crane Info:**
 - a. Weight – up to 80,000 lbs.
 - b. Height – up to 13'-6" tall
 - c. Length – up to 75' long
 - d. Width – up to 10' wide, plus outriggers

**COLDSPRING WILL TAKE EVERY PRECAUTION AND GIVE REASONABLE CARE
TO NOT CAUSE DAMAGE TO THE CEMETERY GROUNDS.**

PLEASE CALL YOUR PROJECT MANAGER WITH ANY QUESTIONS AT 800-328-5040.



COLDSPRING™

ESTIMATED APPLICABLE TAX AMOUNT

Exhibit G dated: June 22, 2022

1. Based upon the applicable tax rate provided by Buyer, the **ESTIMATED** sales tax amount for this project is \$ **0.00**. This **ESTIMATED** applicable tax amount is only an estimate and the **ACTUAL** current applicable tax amount will be added at the time of invoicing based upon the actual shipment location as outlined below.



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

**City Commission
Resolution**

5.2

MEETING DATE: July 26, 2022
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Parker Mynchenberg and Associates, Inc., to Provide Professional Consultant Services for the Lift Station #4 Replacement Project in an Amount Not to Exceed \$53,020.00; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2022-R-53
APPLICANT:
PLANNER:

DISCUSSION:

The City desires to replace Lift Station #4 located at 345 10th Street. Lift Station #4 is 58 years old and the structure and mechanical equipment are in need of replacement.

The scope of services for Professional Engineering Services from Parker Mynchenberg & Associates, Inc., includes the design, permitting, bidding and construction phase services.

FISCAL ANALYSIS:

The City entered into a Professional Consultant Services Agreement for Engineering/CEI Services with Parker Mynchenberg and Associates, Inc., on January 25, 2022 for a term of five (5) years with (2) (1) year renewal options.

Funding for this project \$53,020.00 for the professional consultant services has been budgeted in account number 407-8110-580-6300 and Project Code 22WW05.

STAFF RECOMMENDATION:

Authorize the City Manager to enter into an agreement with Parker Mynchenberg & Associates, Inc., to provide professional consultant services to facilitate the replacement of Lift Station #4.

COMMISSION GOALS:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for

services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

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

MOTION:

APPROVE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PARKER MYNCHENBERG AND ASSOCIATES, INC., TO PROVIDE PROFESSIONAL CONSULTANT SERVICES FOR THE LIFT STATION #4 REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$53,020.00.

ATTACHMENTS:

- Parker Mynchenberg and Assoc Proposal (PDF)

Resolution No. 2022-53

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PARKER MYNCHENBERG AND ASSOCIATES, INC., TO PROVIDE PROFESSIONAL CONSULTANT SERVICES FOR THE LIFT STATION #4 REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$53,020.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PARKER MYNCHENBERG AND ASSOCIATES, INC., TO PROVIDE PROFESSIONAL CONSULTANT SERVICES FOR THE LIFT STATION #4 REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$53,020.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City desires to replace Lift Station #4 due to its age and need of replacement; and

WHEREAS, the City entered into a Professional Consultant Services Agreement with Parker Mynchenberg and Associates on January 25, 2022 for a term of (3) three years with (2) (1) year renewal options.

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

SECTION 1. That the City Commission of the City of Holly Hill does hereby authorize the City Manager to enter into an agreement with Parker Mynchenberg and Associates, Inc., to provide professional services for the Lift Station #4 Replacement Project at an amount not to exceed \$53,020.00.

SECTION 2. 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. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 26th day of JULY, 2022.

PARKER MYNCHENBERG & ASSOCIATES, INC.

1729 Ridgewood Avenue
 Holly Hill, Florida 32117
 (386) 677-6891
 FAX (386) 677-2114
 E-Mail: info@parkermynchenberg.com

June 29, 2022
 Rev. July 1, 2022

Mr. John Dally
 Wastewater Manager
 City of Holly Hill
 453 LPGA Blvd.
 Holly Hill, FL 32117

Via email: jdally@hollyhillfl.org

**Re: CITY OF HOLLY HILL – LIFT STATION 4 REPLACEMENT
 Professional Engineering Services Proposal**

Dear Mr. Dally:

We are pleased to offer the Professional Engineering Services for replacement of Lift Station 4. The existing lift station was constructed in 1964 and the structure and mechanical equipment are in need of replacement. We provided conceptual cost estimates for rehab of the existing structure or replacement. Due to the cost of structural repairs, lining the wet well and demolition of the above ground building, replacement with a new wet well and submersible lift station is the lower cost option.

This Professional Services Proposal includes design, permitting, bidding, and construction phase services.

The Scope of Work is as follows:

PART A – DESIGN PHASE

1. Coordinate with Owner
2. Coordinate with the following Consultants:
 - a. Surveyor
 - b. Electrical Engineer
3. Prepare construction plans and specifications
4. Submit plans and specifications to the City for review at 60% and 90% completion
5. Incorporate City review comments into the bid documents
6. Apply for FDEP Wastewater Permit

PART B – BIDDING ASSISTANCE

1. Prepare bid documents to City standards
2. Attend pre-bid meeting
3. Provide responses to bidder questions
4. Prepare addenda
5. Review and check bids and prepare a bid tabulation
6. Prepare an award recommendation letter

PART C – CONTRACT ADMINISTRATION AND PROJECT CERTIFICATION

1. Contract Administration
 - a. Attend Pre-Construction Meeting
 - b. Review Shop Drawings
 - c. Attend Progress Meetings
 - d. Pay Request Review and Approval
2. Project Close-out
 - a. Review As-builts
 - b. Perform Final Inspection

- c. Attend onsite walkthrough with City Staff and Contractor
- d. Create Engineering Punchlist
- e. Re-inspect Site for Completeness

PART D – SUBCONSULTANTS

1. Subconsultant allowance for Surveyor and Electrical Engineer. Subconsultant cost will be billed at actual cost plus 5%.

PART E – MISCELLANEOUS

1. Expenses (including reproducibles, mileage, postage, etc.)

Not included in the above Scope of Work are as follows:

1. Permit application and fees (to be borne by the Owner).
2. Boundary, topographic, jurisdictional wetland, and tree survey (by a registered land surveyor).
3. Preparation of Easement Sketch and Legal Descriptions (if required).
4. Wetland Jurisdictional determination/flagging (including but not limited to vegetation mapping, on-site endangered or protected species inventory and environmental permitting associated with site plan approval, stormwater and dredge and fill permitting (mitigation plan) (if required) (PMA to provide environmental ACOE consultant, dredge and fill exhibit only). Obtaining the Army Corp of Engineer's Permit for wetlands impacts is the sole responsibility of the environmental consultant. PMA will assist with exhibits etc. However, the wetland jurisdiction impacts, mitigation plan, and obtaining the permit are NOT included in PMA's scope of work.
5. Preparation of Architectural Building Plans and Elevations. (to be prepared by Project Architect).
6. Preparation of Signage Plans (to be provided by architect or sign company).
7. Geotechnical Soil Testing (to be performed by a Geotechnical Engineer) (if required).
8. Cultural Assessment Survey and Report in response to the Division of Historical Resources (if required).
9. Preparation and assistance associated with LEED design certification.
10. Title Opinion.
11. Traffic Studies (to be prepared by Traffic Engineer) (if required).
12. Preparation of Environmental Reports (if required by the County/SJRWMD).
13. Comprehensive Plan, Rezoning Amendments and Future Land Use Modification (if required).
14. Preparation of Structural Permit Applications.
15. Preparation of Colored Renderings.
16. Preparation of a Lighting Plan including Photometric Plan and Lift Station Electrical Service and Electrical Design. (to be prepared by an Electrical Engineer).
17. Gopher Tortoise Survey or Permitting Relocation.
18. Preparation of an Endangered and Threatened Species Report.
19. Onsite Construction supervision.
20. Electrical Service or Distribution Design (by Electrical Engineer).
21. Attendance at Public Hearings, including Neighborhood Meetings, Planning Board, Redevelopment Board and City Commission Meetings unless specially included in the Scope of Work.
22. Coordination of Telephone, Gas, Cable, and Power (PMA to provide plans only to private utilities).
23. Traffic Fair Share Agreement.
24. Sanitary Pump Station Design and Permitting (if required)
25. As-Built of civil, landscaping and irrigation improvements (to be prepared by a registered land surveyor or sub-contractor as part of their contract).
26. Required bacteriological testing in conjunction with water main clearance (if required).
27. FDEP NPDES Notice of Intent (NOI) Permit (To be applied and obtained by the Contractor through the FDEP. PMA will assist but obtaining the NOI is NOT included in PMA's Scope of Work)

Mr. John Dally
City of Holly Hill
Lift Station 4 Replacement
 June 29, 2022
 Rev. July 1, 2022
 Page 3 of 6

I anticipate the Professional Engineering Fee associated with the above Scope of Work not to exceed the following:

PART A – DESIGN PHASE:	\$ 31,230.00
PART B – BIDDING ASSISTANCE:	\$ 6,310.00
PART C – CONTRACT ADMINISTRATION:	\$ 9,280.00
PART D – SUBCONSULTANTS:	\$ 5,200.00
PART E – MISCELLANEOUS:	\$ 1,000.00
TOTAL:	<u>\$ 53,020.00</u>

FIFTY-THREE THOUSAND TWENTY DOLLARS AND 00/100

Please note that miscellaneous expenses such as reproduces, mileage, postage, etc. are estimated and included in the above Scope of Work. Billing will be monthly, based on the *Hourly Rate Schedule* included with this proposal.

After reviewing this proposal, if it meets with your approval, please execute the *Professional Service Agreement* and return to me as the Notice to Proceed. Please feel free to call with any questions you may have concerning this proposal or the project in general.

Thank you for considering Parker Mynchenberg & Associates, Inc. for your Professional Engineering needs.

Yours truly,



Parker Mynchenberg, P.E., R.L.A.

PROFESSIONAL SERVICES AGREEMENT

CLIENT HEREBY REQUESTS THE PERFORMANCE OF THE SERVICES IDENTIFIED IN THE DETAILED SCOPE OF WORK.

FEE BASIS

- ☒ Schedule of Hourly Rates Attached
☒ Miscellaneous Expenses
☒ Lump Sum Not to Exceed Fee

PAYMENT BASIS

- ☒ Monthly
☐ At time of Completion
☐ Retainer Required: \$ N/A

LIABILITY LIMITATION

To the maximum extent permitted by law, the Client agrees to limit the Design Professional's liability for the Client's damages to the sum of \$1,000,000. or the Design Professional's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

SERVICE CHARGE

On all amounts not paid within 30 days from date of invoice, a service charge will be made of 1.5% per month (18% per annum). This service charge shall be applied to the total outstanding balance due.

VENUE and COST OF LITIGATION

On all amounts not paid within 30 days from the date of invoice, the Client shall be responsible for all collection costs, including but not limited to Attorney's fees. In the event of a fee dispute, venue of any litigation to resolve said dispute shall be in Volusia County, Florida. Reasonable attorney's fees and costs shall be assessed for the prevailing party against the losing party in any litigation pertaining to collection fees or costs accrued, as a result of the representation outlined by the proposal.

Work shall commence upon execution of the Professional Services Agreement.

FOR: PARKER MYNCHENBERG & ASSOCIATES, INC.

BY: 
 Parker Mynchenberg, President

DATE: 07/01/2022

FOR: THE CLIENT

BY: _____

TITLE: _____

DATE: _____

HOURLY RATE SCHEDULE

Principal Engineer.....	\$300.00/hour
Senior Project Engineer	\$250.00/hour
Landscape Architect.....	\$250.00/hour
Project Engineer.....	\$175.00/hour
Senior CAD Technician.....	\$150.00/hour
CAD Technician	\$130.00/hour
Administrative	\$ 55.00/hour

STANDARD RATE FOR MISCELLANEOUS EXPENSES

PRINTS

24"x36".....	\$2.00/ea.
30"x42".....	\$3.00/ea.
36"x48".....	\$4.00/ea.
42"x60".....	\$6.00/ea.

REPRODUCIBLES

Mylar.....	\$20.00/ea.
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COPIES

8.5"x11".....	\$0.25/ea.
8.5"x14".....	\$0.35/ea.
11"x17".....	\$0.40/ea.
Color	\$1.50/ea.

OTHER

Mileage	\$0.75/mile
Postage.....	Current Rate
Phone Calls	As Billed

Mr. John Dally
City of Holly Hill
Lift Station 4 Replacement
 June 29, 2022
 Rev. July 1, 2022
 Page 6 of 6

FEE MATRIX							
		\$ 250	\$ 175	\$ 150	\$ 55		
Task	Description	Principal Engineer (PE)	Senior Project Engineer (PE)	Senior CAD Technician	Clerical	Man Hours	Cost
PART A – DESIGN PHASE							
1)	Coordinate with Owner	4	4	-	4	12.0	\$1,920.00
2)	Coordinate with Consultants	2	4	8	2	16.0	\$2,510.00
3)	Prepare Construction Plans and Specifications						
	60% Plans and Specifications	4	16	48	4	72.0	\$11,220.00
	90% Plans and Specifications	2	8	32	4	46.0	\$6,920.00
	100% Plans and Specifications	2	4	16	4	26.0	\$3,820.00
4)	Submit Plans for Review	2	8	8	4	22.0	\$3,320.00
5)	FDEP Wastewater Permit	-	4	4	4	12.0	\$1,520.00
							\$31,230.00
PART B - BIDDING ASSISTANCE							
1)	Prepare bid documents to City Standards	2	4	2	4	12.0	\$1,720.00
2)	Attend Pre-Bid Meeting	-	2	-	1	3.0	\$405.00
3)	Provide Responses to Bidder Questions	2	4	4	2	12.0	\$1,910.00
4)	Prepare Addenda	2	2	2	2	8.0	\$1,260.00
5)	Review Bids and Preapre Bid Tabulation	1	1	-	2	4.0	\$535.00
6)	Prepare an Award Recommendation Letter	1	1	-	1	3.0	\$480.00
							\$6,310.00
PART C – CONTRACT ADMINISTRATION							
1)	Attend Preconstruction Meeting	-	2	-	2	4.0	\$460.00
2)	Attend Monthly on-site meetings	-	12	-	4	16.0	\$2,320.00
3)	Shop drawing review	2	4	-	2	8.0	\$1,310.00
4)	Substantial and final walk-thru/punch list	-	4	-	2	6.0	\$810.00
5)	As-built review and certification	-	2	4	2	8.0	\$1,060.00
6)	RFI's	2	4	4	2	12.0	\$1,910.00
7)	Field Change Orders	-	4	4	2	10.0	\$1,410.00
							\$9,280.00
PART D - SUBCONSULTANTS							
1)	Survey Allowance	-	-	-	-	0.0	\$2,000.00
2)	Electrical Engineer Allowance	-	-	-	-	0.0	\$3,200.00
							\$5,200.00
PART E - MISCELLANEOUS							
1)	Expenses (including reproducibles, mileage, postage, etc.)	-	-	-	-	0.0	\$1,000.00
		28	94	136	54	312	
		\$7,000.00	\$16,450.00	\$20,400.00	\$2,970.00		\$53,020.00
							\$53,020.00



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

**City Commission
Resolution**

MEETING DATE: July 26, 2022
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Interlocal Agreement with Volusia County for Provision of Municipal Services for the City of Holly Hill, Florida; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2022-R-54
APPLICANT:
PLANNER:

DISCUSSION:

The City is responsible for the maintenance and operation of the Traffic Control Devices identified in Exhibit “A” of the attached agreement. This agreement contracts the County to maintain and operate these traffic control devices to ensure uniform traffic control of the road network.

The County will also maintain and operate the auxiliary equipment such as overhead internally illuminated street name signs, fire preemption devices, transit priority devices, audible pedestrian signals and other devices associated with those identified in Exhibit “A” as requested by the City.

The City and County may modify Exhibit “A” throughout the life of this Agreement to account for new or removed Traffic Control Devices. The term of the contract is for three (3) years.

FISCAL ANALYSIS:

The coordination of the City’s traffic control devices with the County promotes an integrated and balanced traffic network in Volusia County to the benefit of all residents. This promotes fiscal responsibility by not duplicating services. This item has been included in the 2022/23 Fiscal Year budget under account number 001-4141-541-4610 and shall commence on October 1, 2022 and shall terminate at midnight on September 30, 2025.

STAFF RECOMMENDATION:

Authorize the City Manager to execute the attached Interlocal Agreement.

COMMISSION GOAL:

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

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

MOTION:

AUTHORIZE THE CITY MANAGER TO EXECUTE THE ATTACHED INTERLOCAL AGREEMENT WITH VOLUSIA COUNTY FOR MAINTENANCE OF TRAFFIC DEVICES FOR THE CITY OF HOLLY HILL, FLORIDA.

ATTACHMENTS:

- 25 Holly Hill-COV Interlocal Exp 2025 - Clean (DOCX)

Resolution No. 2022-54**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH VOLUSIA COUNTY FOR PROVISION OF MUNICIPAL SERVICES FOR THE CITY OF HOLLY HILL, FLORIDA; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH VOLUSIA COUNTY FOR PROVISION OF MUNICIPAL SERVICES FOR THE CITY OF HOLLY HILL, FLORIDA; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The COUNTY is authorized by 125.01(p), Florida Statutes, to enter into agreements with other governmental agencies within or outside the boundaries of the county for the joint performance, or performance by one unit in behalf of the other, of any of either agency's authorized functions; and

WHEREAS, Public agencies (including COUNTY and CITY) are authorized by 163.01(14), Florida Statutes, to enter into contracts for the performance of service functions of [such] public agencies, but shall not be deemed to authorize the delegation of the constitutional or statutory duties of ... county or city officers. The parties expressly deny any intent, expressed or implied, in this Agreement to provide for a delegation by CITY of such constitutional or statutory duties to COUNTY; and

WHEREAS, Pursuant to 768.28, Florida Statutes, neither the COUNTY nor the CITY waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into this Agreement. This Agreement does not contain any provision that requires one party to indemnify or insure the other party for the other party's negligence, or to assume any liability for the other party's negligence; and

WHEREAS, The City is responsible for the maintenance and operation of the Traffic Control Devices identified in Exhibit "A" of the attached agreement. This agreement contracts the County to maintain and operate these traffic control devices to ensure uniform traffic control of the road network. The coordination of the City's traffic control devices with the County promotes an integrated and balanced traffic network in Volusia County to the benefit of all residents. The County will also maintain and operate the auxiliary equipment such as overhead internally illuminated street name signs, fire preemption devices, transit priority devices, audible pedestrian signals and other devices associated with those identified in Exhibit "A" as requested by the City. The City and County may modify Exhibit "A" throughout the life of this Agreement to account for new

or removed Traffic Control Devices.

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

SECTION 1. Authorize the City Manager to execute the Interlocal Agreement with Volusia County for the maintenance of traffic control devices in the City of Holly Hill, Florida.

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 its adoption.

APPROVED AND AUTHENTICATED on this 26th day of JULY, 2022.

**COUNTY OF VOLUSIA INTERLOCAL
AGREEMENT FOR PROVISION OF MUNICIPAL
SERVICES TO THE CITY OF HOLLY HILL, FLORIDA**

THIS AGREEMENT is entered into by and between the County of Volusia, a political subdivision of the State of Florida, with administrative offices at 123 West Indiana Avenue, DeLand, Florida 32720-4613, hereinafter referred to as **COUNTY**, and the City of Holly Hill, a municipal corporation duly incorporated pursuant to the laws of the State of Florida, with administrative offices at 1065 Ridgewood Avenue, Holly Hill, Florida 32117, hereinafter referred to as **CITY**.

RECITALS

1. The COUNTY is authorized by Section 125.01(1)(p), Florida Statutes, to enter into agreements with other governmental agencies within or outside the boundaries of the county for the joint performance, or performance by one unit on behalf of the other, of any of either agency's authorized functions.
2. Public agencies (including COUNTY and CITY) are authorized by Section 163.01(14), Florida Statutes, to enter into contracts for the performance of service functions of such public agencies, but shall not be deemed to authorize the delegation of the constitutional or statutory duties of county or city officers. The parties expressly deny any intent, expressed or implied, in this Agreement to provide for a delegation by CITY of such constitutional or statutory duties to COUNTY.
3. The foregoing authorization for such agreements is granted to counties and cities for the purpose of permitting local governments to make the *most efficient use* of their powers by enabling them to cooperate with the other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities as set forth in Section 163.01(2), Florida Statutes.
4. Pursuant to Section 768.28, Florida Statutes, neither the COUNTY nor the CITY waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into this Agreement. This Agreement does not contain any provision that requires one party to indemnify or insure the other party for the other party's negligence, or to assume any liability for the other party's negligence.
5. The City Commission of CITY, after evaluation of options for the provision to its residents of the municipal services enumerated herein, has made a legislative determination that the interests of its residents will be best served by contracting with COUNTY for provision of such services, which services will be performed by COUNTY personnel.

6. COUNTY certifies that it has qualified personnel or subcontractors to perform the services enumerated herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

PART I. GENERAL PROVISIONS

7. The foregoing representations are hereby adopted as a material part of this Agreement.

8. **PURPOSE.** The purpose of this Agreement is for the COUNTY to provide specified *municipal* services and equipment to the CITY (hereinafter, the Contract Services), at an agreed upon level of service (LOS) herein specified, in lieu of the CITY using its own personnel and equipment therefor.

9. **COUNTY DEPARTMENTS.** COUNTY shall manage the delivery of the Contract Services by allocating service task responsibilities along the organization lines of the COUNTY'S DEPARTMENTS (hereinafter, Departments). The Director of the applicable Department (or his or her designee) shall be the COUNTY'S liaison to CITY for purposes of performance, interpretation and implementation of this Agreement.

10. **MUNICIPAL SERVICES.** The Contract Services purchased by CITY herein are *municipal* level of services as described in the attached Addendum. Such Contract Services shall be provided by COUNTY resources distinct from the level of services that are funded by county-wide ad valorem and other county-wide revenues (hereinafter, "County Services"), which services COUNTY would provide irrespective of this Agreement, and which services COUNTY will continue to provide notwithstanding this Agreement. The CITY government shall pay COUNTY for the Contract Services provided for herein.

11. **NO PLEDGE OF AD VALOREM TAXES.** The parties agree that this Agreement does not constitute a general indebtedness of the CITY within the meaning of any constitutional, statutory, or charter provision or limitation and it is expressly agreed by the parties that the COUNTY shall not have the right to require or compel the exercise of ad valorem taxing power of CITY, or taxation of any real or personal property therein for payment of any monetary obligations due under the terms of this Agreement. It is further agreed that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of CITY, any part thereof, and that the obligation for monetary payments called for to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the legislative budgetary discretion of the CITY and the COUNTY.

12. **DIVISION OF MANAGEMENT RESPONSIBILITIES.** The Contract Services specified in this Agreement reflect the general managerial and policy decisions of the CITY. The CITY may identify specific tasks within the Services described in Article 21 of this Agreement to be performed by COUNTY, and the portion of the relevant budget to be allocated thereto, including, but not limited to the location, and nature of specific projects. Except as set forth below,

the COUNTY shall have the responsibility for the operational management of the provision of the actual service. It is the intent of the CITY that the CITY'S general management decisions referenced above are to be the exercise of a legislative, planning level function of the CITY, and that the CITY shall not undertake to exercise specific operational control over the provision of the Contract Services except as set forth below in this Article 12 or specifically set forth in the Addendum referenced in Article 21. Should the CITY direct or exercise operational control in fact and there be liability to third parties and/or to the COUNTY that flows therefrom, then the CITY shall have responsibility for all liability arising therefrom subject to the provisions in recital number 4 and Article 13 of this Agreement. For all other services provided by the COUNTY where specific professional standards are applicable to the performance of service tasks, the COUNTY'S designated officer in charge (OIC), or his or her designee, shall have the authority for decision making within that realm. The relevant COUNTY Department Director, or the OIC, shall be available on a regular basis to the City Manager to provide consultation and recommendations to the City Manager in his or her general management decisions as contemplated herein. The CITY shall make no claim against the COUNTY predicated upon the theory that the failure to provide services at a given time caused damages to the CITY or a third party complainant.

13. **SOVEREIGN IMMUNITY.** Each party to this Agreement expressly retains all rights, benefits and immunities of sovereign immunity that they presently enjoy under the Constitution and Statutes of the State of Florida, and particularly with respect to Chapter 768, Florida Statutes. Notwithstanding anything set forth in any article of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of either party beyond any statutory limited waiver of immunity or limits of liability which may have been adopted or may be adopted by the Florida Legislature, and any liability of either party for damages shall not exceed the statutory limits of liability for tort, regardless of the number or nature of any claim which may arise, including but not limited to, a claim sounding in tort, equity, or contract. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against any party, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

14. **PERSONNEL MATTERS.** COUNTY shall allocate manpower and equipment for the performance of the Contract Services on an as needed basis. This Agreement shall not require any particular COUNTY employee to be dedicated full time to the Contract Services. All COUNTY personnel assigned to perform Contract Services shall remain subject to the COUNTY Merit System of Rules and Regulations for all purposes contemplated thereunder, including, but not limited to initial appointment and probation, training and assignment, promotions, merit and cost-of-living raises, annual leave and sick leave, and disciplinary actions. Any claim of a disciplinary nature by CITY regarding a COUNTY employee shall be referred to the Department Director, who shall remain the appointment authority for such employee, for all purposes designated under the COUNTY Merit System of Rules and Regulations. Such COUNTY employees shall have no right to elect or choose any procedures available to CITY employees.

15. **TERM.** This Agreement shall commence on **October 1st, 2022** and shall terminate at midnight on **September 30th, 2025** unless terminated pursuant to the provisions of Article 16.

16. **TERMINATION.** Either party may terminate this Agreement without cause or further liability to the other, upon written notice to the party representative specified in Article 17, given no less than **90** days prior to the requested termination date. Such notice shall be delivered by certified mail, return receipt requested, and the date of the notice shall be the date the receipt therefor is signed by an employee, official, or representative of the other party.

17. **NOTICE.** Notice as required to be given in this Agreement shall be provided to the following persons:

- a. **COUNTY:** County Manager, George Recktenwald, Thomas C. Kelly Administration Center, 123 W. Indiana Avenue, DeLand, Florida 32720.
- b. **CITY:** City Manager, Joe Forte, 1065 Ridgewood Avenue, Holly Hill, Florida 32117.

18. **THIRD PARTIES.** In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages claimed against any of the parties to this Agreement arising from the performance of the obligations and responsibilities of the parties herein or for any other reason.

19. **DISPUTE RESOLUTION.** Any disputes concerning non-performance, or other aspects of this agreement for which either party initiates litigation to enforce its rights hereunder, shall be subject to the provisions of Chapter 164, Florida Statutes, the "Florida Governmental Conflict Resolution Act."

20. **SEVERABILITY.** If any provision of this Agreement is found to be unconstitutional, illegal, or otherwise unenforceable by judgment of a court of competent jurisdiction, such judgment shall not invalidate the remainder of this Agreement, unless such judgment renders the purpose or performance of this Agreement no longer practical for either party.

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PART II. SPECIFIC SERVICES

21. **LEVEL OF SERVICE.** COUNTY agrees to provide the personnel and equipment at the level of service specified in the *The Delivery of Municipal Services to the City of Holly Hill Fiscal Years 2022-23, 2023-24 and 2024-25* which is hereby attached as the eleven page Addendum to this Agreement and is incorporated in this Agreement by this reference. Should the CITY desire the COUNTY provide services either different in kind, or at a service level different than that contemplated herein, the City Manager shall make written request therefor to the County Manager or his designee and such notice shall be sent in accordance with Article 17. Any mutually agreed-upon modification to the kind of service and/or level of service to be provided by the COUNTY shall be reduced to writing and approved by the appropriate officials of both parties. Any reduction in level of service desired by the CITY shall only be effective at the beginning of a new contract year unless both parties agree otherwise. Upon the written agreement of the COUNTY to provide a change to services which increases the level of service, the new level of service shall commence within sixty days following the date of execution of the written agreement by the COUNTY or the beginning of a new contract year whichever shall first occur. The foregoing shall not be construed as requiring the COUNTY to agree to make a change to the kind of service and/or increase to the level of service to be provided by the COUNTY. Upon a change in kind of service and/or increase in the level of service to be provided by the COUNTY compensation to the COUNTY shall be immediately adjusted to conform to the new service provided.

22. **COMPENSATION.** CITY shall pay the COUNTY in accordance with the compensation set forth in the Addendum. CITY shall pay the sum invoiced within thirty (30) days of receipt of the bill from COUNTY.

23. **ENTIRE AGREEMENT.** This Agreement reflects the full and complete understanding of the parties and may be modified or amended only by a document in writing executed by all the parties, with the same formalities as this Agreement.

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IN WITNESS WHEREOF, the parties to this County of Volusia Interlocal Agreement for Provision of Municipal Services to the City of Holly Hill have caused the same to be signed by their duly authorized representatives on the dates indicated below.

ATTEST:

COUNTY OF VOLUSIA

By: _____
 Name: George Recktenwald
 Title: County Manager
 Dated: _____

By: _____
 Name: Jeffrey S. Brower
 Title: County Chair
 Dated: _____

ATTEST:

CITY OF HOLLY HILL

By: _____
 Name: Valerie Manning
 Title: City Clerk
 Dated: _____

By: _____
 Name: Chris Via
 Title: Mayor
 Dated: _____

By: _____
 Name: Joe Forte
 Title: City Manager
 Dated: _____

ADDENDUM

COUNTY OF VOLUSIA, FLORIDA

The Delivery of Municipal Services to the City of Holly Hill

Fiscal Years 2022-23, 2023-24 and 2024-25

**DEPARTMENT OF PUBLIC WORKS SERVICES
CITY OF HOLLY HILL
FY 2022-23, 2023-24 AND 2024-25**

Services	Annual Cost
Road and Bridge	As Needed
Traffic Engineering	As Needed

Public Works Services Overview

The City of Holly Hill (CITY) contracts with the County of Volusia (COUNTY) to provide services from the Department of Public Works Divisions of Road & Bridge and Traffic Engineering.

Compensation

Compensation will account for actual services provided and will be charged in accordance with the following unless otherwise specified in the below description of services:

- a. **Labor (First 40 hrs of work week)**: Work hours x current hourly wage rate x current overhead rate at the time of service. Labor will be charged to the nearest one-quarter hour.
- b. **Overtime Labor (Hours over 40 for work week)**: Work hours x current hourly wage rate at time of service x 1.5 x current overtime overhead rate at the time of service. Overtime labor will be charged to the nearest one-quarter hour.
- c. **Parts, Materials and Chemicals**: All parts, materials and chemicals that are used will be billed at actual cost.
- d. **Equipment**: All equipment will be billed at the Public Works equipment rate at the time of service.

After hours work shall be work that was performed during those hours other than regular time and shall include holidays. Holidays are defined as those days officially designated as holidays by the Volusia County Council. After hours work shall be compensated based on both work time and travel time. There is a minimum two (2) hour after-hours call-out charge.

Billing

The COUNTY shall send the CITY a monthly invoice with documentation. The CITY shall pay all charges made in accordance with this Agreement within 30 days of receipt of the invoice, regardless of whether one or multiple CITY departments/divisions received services under this agreement.

Road and Bridge Division

The COUNTY may perform general maintenance and repair work on an “as available” basis for CITY maintained roadway and drainage infrastructure. For all requested work, the COUNTY will provide the CITY with a written cost estimate. The CITY manager or designee must then provide the COUNTY written authorization prior to commencement of the work, with the COUNTY’s cost estimate as an attachment referenced in the authorization.

All Road and Bridge services are subject to the availability of personnel and equipment at the sole discretion and determination of the COUNTY.

Traffic Engineering Division

A. Maintenance and Operation of Traffic Control Devices

The CITY is responsible for the maintenance and operation of the Traffic Control Devices identified in Exhibit “A”. The COUNTY, at the request of the CITY, shall maintain and operate these traffic control devices to ensure uniform traffic control of the road network. The coordination of the CITY’S traffic control devices with the COUNTY will promote an integrated and balanced traffic network in Volusia County to the benefit of all residents.

The COUNTY shall also maintain and operate auxiliary equipment such as overhead internally illuminated street name signs, fire preemption devices, transit priority devices, audible pedestrian signals, high intensity LED signs, and other devices associated with those identified in Exhibit “A” as requested by the CITY. The CITY will reimburse the COUNTY for all operational work performed on auxiliary equipment at the CITY’s request regardless of whether the signal is a City, County or State signal.

The CITY and COUNTY may modify Exhibit “A” throughout the life of this Agreement to account for new or removed Traffic Control Devices by written notification between the CITY’S Public Works Director and the Volusia County Traffic Engineering Director. CITY is aware that the Florida Department of Transportation (FDOT) is revising their signal maintenance agreements so that FDOT signals in the CITY currently required to be maintained by the CITY shall become the COUNTY’s responsibility per FDOT requirements beginning in either July 2023 or 2024. As such, those signals identified as FDOT ownership in Exhibit “A” will transition to the COUNTY and be removed from this agreement in July 2023 or 2024.

Service requests for the maintenance and operation of traffic control devices covered by this agreement shall be satisfied by the COUNTY when personnel and equipment are available.\

1. Preventative (Routine) Maintenance

Preventive (routine) maintenance is a program to inspect and perform a set of standard actions to reduce the chance of a traffic control device failure. This maintenance also includes the repair and/or replacement of components as necessary to ensure continued proper operation of the devices.

a. Traffic Signal Preventive Maintenance

The COUNTY shall perform a minimum of two (2) preventive maintenances per year on each Traffic Signal, Traffic Signal with Pedestrian Features, and Emergency Traffic Signal as identified in Exhibit “A”. The preventive maintenance will be done to current COUNTY standards, which are consistent with Florida DOT standards. The COUNTY’s current standard for mast arms is galvanized steel. If the CITY requests painted mast arms, the CITY shall be responsible for maintaining the paint and will notify the COUNTY at least one week prior to performing preventative painting maintenance.

b. Traffic Signal Rebuild

Traffic Signal overheads should be rebuilt every 5 – 10 years due to the impact of the environment on the electronic components. The COUNTY will recommend a traffic signal rebuild when multiple failures requiring immediate repair occur in the same year. The COUNTY will submit a recommendation and a cost estimate to the CITY for the rebuild and the work will not be completed without the written approval of the CITY.

c. Flasher Inspection and Timing (School Flashers, RRFBs, Warning Flashers, etc.)

- i. The COUNTY shall perform a minimum of one (1) flasher inspection per year, including the verification or new programming of each school flasher timing.
- ii. The COUNTY shall perform an initial (one-time) assessment and inventory of all school flashers, if none is available. This is a separate task from the annual inspection.

d. **Painted Mast Arm Structures**

Maintenance of the paint finish for mast arm structures that were painted at the direction of the CITY is not included as part of this agreement. Paint maintenance shall be the responsibility of the CITY and shall be performed in accordance with FDOT specifications. Any mast arm paint finish agreements executed between the CITY and FDOT will continue to govern painted mast arm structures in the event that Exhibit "A" is modified.

2. Response (Emergency) Maintenance

Response (emergency) maintenance is the immediate repair of a failed traffic control device to restore the device to normal operation. Response maintenance repairs can be either a Final Repair or a Temporary Repair as defined below:

Final Repair – The traffic control device is returned to normal operation.

Temporary Repair – The traffic control device is set into a mode of safe operation (such as on flash) until a final repair can be made. If the device is not able to be placed into a mode of safe operation, alternative traffic control methods (i.e. stop signs) will be implemented by the City.

During business hours (7:00AM - 3:30 PM, Monday through Friday), the CITY shall contact Volusia County Traffic Engineering (386-736-5968) to request response maintenance repairs. At all other times, the CITY shall contact the County Central Dispatch Center (Sheriff Operations Center) (386-736-5999).

The CITY shall identify three (3) City employees and provide contact information for each to the COUNTY for the purpose of providing emergency follow up information. Any call for response maintenance repairs from either the CITY or from the County Central Dispatch Center (Sheriff's Office Dispatch) will be responded to by the COUNTY and the services performed will be paid for by the CITY.

The COUNTY shall establish the priority of each response maintenance call based on the number of calls, the resources available and the nature of each call.

If response maintenance repairs are significant in nature (signal pole knock-down, traffic control device rebuild) the COUNTY will begin work on a Temporary Repair while contacting the CITY for authorization to complete the Final Repair. The Temporary Repair will be kept in place and maintained by the CITY until the COUNTY receives written authorization from the CITY for the Final Repair. Upon request, the COUNTY will provide the CITY with a cost estimate for the Final Repair. It is the CITY'S responsibility to collect insurance or other compensation from the parties that damaged the city equipment.

If COUNTY personnel cannot complete a response maintenance repair, COUNTY personnel will complete a Temporary Repair. The COUNTY will contact the CITY for written authorization to issue a Notice to Proceed to one of the COUNTY'S contractors to complete the repair. Upon request, the COUNTY will provide the CITY a cost estimate from the Contractor.

3. Operational Maintenance – Traffic Signal Timing

Traffic signal retiming may be required every few years due to changes in traffic flow. Controllers will be inventoried and brought up to COUNTY standards.

Requests received by the COUNTY from the Public or the CITY regarding traffic signal malfunctioning, signals not operating correctly or signals needing retiming shall be handled as Response Maintenance to ensure all equipment and controller timings are functioning correctly.

The CITY can request that the COUNTY complete a study to retime an intersection. Upon request, the COUNTY will provide the CITY with a cost estimate. If CITY approves the retiming effort, then the COUNTY will conduct the study and implement any necessary retiming.

4. Design Modifications

Design modifications are changes to the approved design and operation of an existing traffic control device/signal. Design modifications can include changes in signal locations, configuration or displays among other design aspects.

The COUNTY will not begin work on any design modifications without an engineering study signed and sealed by a Professional Engineer licensed in the State of Florida. The COUNTY can provide the CITY with a cost estimate to complete the modification upon request.

The COUNTY can provide the CITY left-turn warrants and left-turn display (protected versus protected-permitted or Flashing Yellow Arrow conversion) studies upon request. If the study recommends a change, which is approved by the CITY, the COUNTY can then implement the modification. Cost estimates for the COUNTY to complete the above work can be provided to the CITY as requested.

5. Maintenance of Traffic

During preventive maintenance, the COUNTY or its contractor shall be responsible for maintaining safe traffic flow. During response (emergency) maintenance when law enforcement personnel are necessary to maintain safe traffic flow or worker safety, the COUNTY or its contractor shall notify local police to arrange for law enforcement.

In case of an Act of God emergency situation (e.g., hurricane, summer thunder or winter storm, tornado) that causes the loss of power to multiple traffic signals or major damage

to traffic signals, the CITY shall arrange for any necessary law enforcement or placement of temporary traffic control devices (e.g., stop signs) at all appropriate traffic signal locations. Where the CITY has made previous modifications for emergency service generator hook-ups, the COUNTY will coordinate with the CITY on the need to place said generators. It will be the CITY'S responsibility to ensure the emergency service generator(s) are fueled and operational.

6. Equipment and Stock

The COUNTY will provide all equipment, parts and materials for work done for the CITY. The COUNTY shall maintain standard signal equipment in stock. The COUNTY may not stock auxiliary items such as emergency preemption devices, audible pedestrian signals and transit priority devices, but will order on an as-needed basis.

7. Electrical and Communication Costs

The CITY shall retain the responsibility to pay all related traffic control device power and communication costs. The CITY shall be responsible for the installation of any necessary communication devices in any master cabinet and shall pay the monthly charges for such communications.

8. Red Light Running Cameras and License Tag Readers

Red Light Running Cameras and License Tag Readers are typically maintained and operated through a separate agreement between the CITY and a Vendor. The COUNTY will not provide any services related to Red Light Running Cameras or License Tag Readers. If the CITY desires to install Red Light Running Cameras or License Tag Readers on Traffic Control Devices maintained by the COUNTY along state or county roads, the CITY agrees to (1) install and pay for any separate power service hook-ups, (2) reimburse the COUNTY for any power or lightning damage repairs if any device is installed within the controller cabinet to monitor the red indication output, and (3) the CITY will hold harmless the COUNTY for any power or lightning damage emanating from the COUNTY Traffic Control Device infrastructure and power service.

9. Emergency Vehicle Preemption

Emergency vehicle preemption devices on CITY (or COUNTY) emergency vehicles improve the safety of first responders and motorists on Volusia County's roadways while also reducing response times to life-threatening emergencies. If the CITY elects to utilize emergency vehicle preemption, the following Standard Operating Procedure shall be implemented to ensure the technology is used effectively and efficiently:

a. Use of only Opticom GPS vehicle kits

Commitment to Opticom GPS ensures that an emergency vehicle that comes to a stop on approach to an intersection will not lock up the intersection in an extended preemption. The CITY will upgrade any Opticom Infrared vehicle kits within 12 months. If the CITY requires more than 12 months to complete the upgrades, the CITY will notify the COUNTY and provided an estimated completion date.

b. Use of Opticom GPS only when traveling in the emergency mode

The CITY shall establish a directive that allows for the use of Opticom emergency vehicle preemption equipment only when responding or transporting in the emergency mode. The CITY shall ensure Opticom GPS units will not be used when the vehicle's emergency lighting is not activated.

c. Passive installation design

Opticom GPS vehicle kits will be wired to only activate when the vehicle's primary emergency lighting is activated. This design will prevent the potential for inappropriate use of the emergency vehicle preemption system.

d. Information sharing with employees

The CITY shall disseminate a directive to its employees explaining the functions and limitations of emergency vehicle preemption. This document will specifically instruct employees not to presume that a green light will be guaranteed and clearly asserts that Opticom preemption devices will only be used in the emergency mode.

e. Potential for Future Requirements from the Florida Department of Transportation

The Florida Department of Transportation (DOT) required each local jurisdiction in Seminole, Orange and Osceola counties to activate the license key and enter into an annual maintenance agreement with Opticom, to assign a unique identity number for each vehicle, and to monitor the usage of emergency vehicles to minimize any potential misuse of Opticom. If the Florida DOT requires this in Volusia County, the local jurisdictions will need to budget for the additional expense. The license key is approximately \$750 per intersection and there will be an ongoing annual maintenance agreement fee with Opticom.

10. Florida DOT Requirements for State Roads

If the CITY has entered into the Florida DOT Signal Maintenance Agreement (750-010-22 4/15), the COUNTY shall also maintain the following devices identified in Exhibit "A": emergency fire signal, pedestrian flashing beacon, speed activated warning displays, traffic warning beacons, travel time detector, UPSW/battery backup and traffic signal interconnected and maintained (TSIM) locations.

a. Preventative (Routine) Maintenance

This maintenance includes locates and preventative maintenance of all electronic signal equipment with the exception that the COUNTY will not structurally maintain any mast arms. Furthermore, for new mast arms, or mast arm structures subject to a separate agreement with the Florida DOT regarding painted mast arm structures, the COUNTY is unable to perform Periodic Maintenance and recommends that the CITY procure the services of a Traffic Signal Contractor to perform periodic maintenance.

b. Response (Emergency) Maintenance

If restoration of services is delayed and stop signs or other methods to maintain traffic (e.g., law enforcement personnel) are required, the COUNTY shall notify the CITY to provide the appropriate response. In addition, the COUNTY shall coordinate with the CITY on how to respond to critical detection device malfunctions. The COUNTY shall notify the CITY if 8% of all critical detection devices are malfunctioning at any one time.

c. Performance Measures and Reporting

The County shall submit to the Florida DOT an Annual Report prior to June 30 of each year detailing critical detection device malfunctions, traffic signal preventative maintenance inspections, annual conflict monitoring testing, and personnel (and location) overseeing interconnected signals. The COUNTY will identify the number of critical detection devices for each location on Exhibit "A."

d. Retainage

The CITY shall indemnify and hold harmless the COUNTY for any retainage held back by the Florida DOT due to the CITY's failure to comply with the requirements of the Florida DOT Agreement based upon the CITY's failure to act once notified by the Florida DOT or COUNTY.

e. Florida DOT Agreement Cancellation

If the CITY notifies the Florida DOT of the CITY's intent to cancel the Florida DOT Agreement, the CITY shall also notify the COUNTY. If COUNTY notifies the Florida DOT of COUNTY's intent to cancel the Florida DOT Agreement, the COUNTY shall also notify the CITY.

B. Other Services

Other traffic engineering services not identified in this agreement can be requested by the CITY in writing. The services are subject to the availability of personnel and equipment at the sole discretion and determination of the COUNTY. These services include:

1. Administrative Services

Administrative Services involving new or replacement signal design or COUNTY staff appearance or attendance before CITY meetings per CITY Staff request.

2. Traffic Counts and Studies

Traffic Counts and Studies involving annual daily traffic counts on city roads and unique traffic studies responding to and resolving traffic related complaints from the public or elected officials. Such studies could include, but not limited to: Spot Speed, Multi-Way Stop, Signal Warrant, Vehicle Classification and Turning Movement Count.

3. Other Services

Other services include, but are not limited to, additional on-call personnel, traffic control for special events (parades, festivals), house moving, etc.

Natural and Manmade Disaster Emergency Response Services Department of Public Works

The COUNTY can provide Emergency Response Services for state and federally declared disasters as requested by the CITY for the above listed services. The emergency response services are subject to the availability of personnel and equipment at the sole discretion and determination of the COUNTY. Emergency services provided by the COUNTY will be billed to the CITY in accordance with this Agreement.

EXHIBIT A

CITY OF HOLLY HILL - TRAFFIC CONTROL DEVICES

As of 5/18/2022

WITHIN COASTAL ZONE
FDOT ADDENDUM APPLICABLE

☒ YES ☐ NO
☒ YES ☐ NO

Asset #	Location	TS	IMTS	ICB	PFB	FDS	SAWD BOS	TWB	UPS	OPT	Mast Arm	Painted	Ownership
252	RIVERSIDE DR @ LPGA BL	✓									✓		CITY
269	US 1/RIDGEWOOD AV @ MASON AV		✓								✓		FDOT
270	US 1/RIDGEWOOD AV @ 2ND ST		✓								✓		FDOT
271	US 1/RIDGEWOOD AV @ 3RD ST		✓								✓		FDOT
272	US 1/RIDGEWOOD AV @ 6TH ST		✓										FDOT
273	US 1/RIDGEWOOD AV @ 8TH ST		✓										FDOT
274	US 1/RIDGEWOOD AV @ WALKER ST		✓										FDOT
278	CENTER AV @ FLOMICH ST	✓											CITY
377	US 1/RIDGEWOOD AV @ CALLE GRANDE ST		✓								✓		FDOT
390	SR 5A/NOVA RD @ 15TH ST		✓								✓	✓	FDOT
511	Center AV. N of Walker				SZ								CITY
541N	15TH ST @ CENTER AV				SZ								CITY
541S	15TH ST @ CENTER AV				SZ								CITY
541W	15 TH ST. @ CENTER				SZ								CITY

TS – Traffic Signal
 IMTS – Traffic Signal Interconnected & Monitored
 ICB – Intersection Control Beacon
 PFB – Pedestrian Flashing Beacon (SZ) – School Zones & (RRFB) – Rectangular Rapid Flashing Beacon
 FDS – Emergency Fire Dept Signal
 SAWD/BOS – Speed Activated Warning Display or Blank Out Sign
 TWB – Traffic Warning Beacon (LE LED) – Leading Edge LED
 UPS – Uninterruptible Power Supply/Battery Backup
 OPT – Opticom (F) – Fire (B) – Bus Priority



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

5.4

**City Commission
Agenda Item**

MEETING DATE: July 26, 2022
FROM: Antoine Khoury
SUBJECT: Consent to Authorize the City Manager to Execute Change Order Number 9 to the US1 Utility Under Grounding Primaries Conversions Contract with Carter Electric for an Additional Cost Not to Exceed \$72,496.52 and Add an Additional 5 Contract Days.
NUMBER: (ID # 3831)
APPLICANT:
PLANNER:

DISCUSSION:

After development of the primaries/services conversion bid documents and bidding of the project Carter Electric is being notified by FP&L that Change Order No. 9 is necessary to perform a bore under the LPGA canal to install two feeder splice boxes.

The resulting net to exceed cost of the additional work is \$72,496.52.

The contract will also needs to be extended until June 30, 2023.

FISCAL ANALYSIS:

The amount needed for this change ordered is budgeted in 139-8110-580-6300.

STAFF RECOMMENDATION:

The City's consultant and City staff have reviewed the proposed change order and recommend it be approved and the City Manager be authorized to execute said Change Order for an additional cost of \$72,496.52 and of 5 contract days.

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 AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NO. 9 TO THE US1 UTILITY UNDERGROUNDING PRIMARIES CONVERSIONS CONTRACT WITH CARTER ELECTRIC FOR AN ADDITIONAL COST NOT TO EXCEED \$72,496.52 AND EXTEND THE CONTRACT WITH CARTER ELECTRIC TO JUNE 30, 2023.

- 32 - 6 inch Feeder 10th Street to LPGA (PDF)



carter electric company, inc.

contractors — engineers

231 JEAN STREET • DAYTONA BEACH, FLORIDA 32114-4197

EC0000265
EC0000258

TELEPHONE: 386/255-1418
FAX: 386/255-3429
www.carterelectric.com

PROPOSED CHANGE NOTICE

Client Address:

Mead & Hunt

Contact: David King
4401 Eastport Parkway
Port Orange, FL 32127

CCN# 32
Date: 7/9/2022
Project Name: Holly Hill US1 U
Project Number: 1705
Page Number: 1

Work Description

A. 6" FEEDER 10TH STREET TO LPGA

1. Pick up Material from FPL Yard
2. Directional Bore 1-6" conduit approx 1700 Inft
3. Directional bore under LPGA canal
4. Install Two feeder splice boxes
5. Excavate and backfill for feeder splice boxes, tying bore conduits together and pole turnups
6. Install mule Tape in new conduits
7. Provide bore logs to surveyor to update asbuilts on new conduit depths
8. Allowance of \$5,000.00 to replace damaged or disturbed concrete
9. Prepare Sketch and description for a 10' easement east of the existing north/south canal
10. Stake Easements
11. Surveyor and prepare asbuilts

from 10th to LPGA

NOTE: THIS ELECTRICAL PROPOSAL IS BASED ON ACTUAL MATERIAL QUANTITIES AS DETAILED BELOW.

B. ITEMS INCLUDED IN PROPOSAL ARE AS FOLLOWS:

1. State sales tax on material and equipment costs.
2. Project Supervision.
3. Rental Equipment Cost.
4. Personal Protective Equipment for our employees.

C. EXCLUDED ITEMS FROM THIS PROPOSAL ARE AS FOLLOWS:

1. Premium time, weekends, holidays, and overtime.

D. TERMS:

1. We reserve the right to correct this quote for errors and omissions.
2. This quote is good for acceptance within 30 days from the date of noted above.
3. We request a time extension of (5) additional days to complete this additional work.

ORIGINAL

PROPOSED CHANGE NOTICE

Client Address:

Mead & Hunt
4401 Eastport Parkway
Port Orange, FL 32127

CCN# 32
Date: 7/9/2022
Project Name: Holly Hill US1 U
Project Number: 1705
Page Number: 2

Itemized Breakdown

Description	Qty	Total Mat.	Total Hrs.
6" x 36" RAD ELBOW 90 DEG - PVC40 FPL Furnished	2	0.00	4.25
6" ELBOW 22.5 DEG - PVC40 FPL Furnished	12	0.00	25.50
6" COUPLING - PVC FPL Furnished	26	0.00	3.90
MULE TAPE	1,870	722.57	9.35
BORE 1-6" FPL FPL Furnished conduit	1,700	0.00	0.00
FEEDER SPLICE BOX FPL Furnished	2	0.00	72.00
6" CONDUIT PLUG FPL Furnished	6	0.00	1.50
EXCAVATE TO CONNECT CONDUIT	4	0.00	16.00
EXCAVATE FEEDER SPLICE BOX	2	0.00	8.00
EXCAVATE AROUND POLE	2	0.00	8.00
PICK UP & TRANSPORT FROM FPL YARD	1	0.00	16.00
Totals	3,627	722.57	164.50

Summary

General Materials		722.57
Material Tax (@ 6.500 %)		46.97
Total Material		769.54
JOURNEYMAN (164.50 Hrs @ \$54.00)		8,883.00
FOREMAN @ 25% (41.13 Hrs @ \$57.00)		2,344.41
PROJECT MANAGER (8.00 Hrs @ \$75.00)		600.00
8000 LB LULL (1.00 @ 1.00 @ \$1,500.00 + 0.000 % + 0.000 % + 5.000 %)		1,575.00
BACKHOE (per Hour) (1.00 @ 1.00 @ \$1,100.00 + 0.000 % + 0.000 % + 5.000 %)		1,155.00
PICKUP TRUCK (per Day) (1.00 @ 5.00 @ \$75.00 + 0.000 % + 0.000 % + 5.000 %)		393.75
AIR COMPRESSOR (1.00 @ 2.00 @ \$150.00 + 0.000 % + 0.000 % + 5.000 %)		315.00
Subtotal		16,035.70
Markup (@ 10.000 %)		1,603.57
Subtotal		17,639.27
Asbuilt Survey Revisions for poles (\$4,745.00 + 0.000 % + 0.000 % + 5.000 %)		4,982.25
BORE 1-6" @ 1700' (\$42,500.00 + 0.000 % + 0.000 % + 5.000 %)		44,625.00
Concrete Replacement (\$5,000.00 + 0.000 % + 0.000 % + 5.000 %)		5,250.00
Subtotal		72,496.52
Final Amount		\$72,496.52

CONTRACTOR CERTIFICATION

Name: _____

Date: _____

Signature: _____

I hereby certify that this quotation is complete and accurate based on the information provided.

ORIGINAL

PROPOSED CHANGE NOTICE

Client Address:

Mead & Hunt
 4401 Eastport Parkway
 Port Orange, FL 32127

CCN # 32
Date: 7/9/2022
Project Name: Holly Hill US1 U group
Project Number: 1705
Page Number: 3

CLIENT ACCEPTANCE

CCN # 32
Final Amount: \$72,496.52

Name: _____

Date: _____

Signature: _____

Change Order #: _____

I hereby accept this quotation and authorize the contractor to complete the above described work.

Work Description**FIELD CODES**

Tab

distance in inches that text following the field code will be indented from left

Current date 7/9/2022

7/9/2022

- current date with tab from the left included

Database Name

Carter Active

Database

Database Number (folder name)

Carter Active Database

Database Address (path and folder name)

F:\Estimating\Accubid\Accubid Databases\Accubid Pro

databases\Carter Active Database

Project Name

Holly Hill US1

Underground Phase 3

Project Number (folder name)

1705

Project Address (path and folder name)

F:\CURRENT PROJECTS\1705 - US1 Holly Hill Utility

Undergrounding\8 CHANGES\8.2 CHANGE ORDERS\Holly Hill US1 Underground Phase 3.co16

Project Contract Number

File name of PDF attached to email

32.pdf

My Company Name

My Company Address Line 1

My Company Address Line 2

My Company City

My Company State or Province

My Company Country

My Company Zip Code or Postal Code

My Company Telephone number

My Company Fax number

My Company Contact name

My Company E-mail

ORIGINAL

PROPOSED CHANGE NOTICE

Client Address:

Mead & Hunt
 4401 Eastport Parkway
 Port Orange, FL 32127

CCN# 32
Date: 7/9/2022
Project Name: Holly Hill US1 U gro
Project Number: 1705
Page Number: 4

Client Address Site Name	Mead & Hunt
Client Address Address Line 1	4401 Eastport Parkway
Client Address Address Line 2	
Client Address City	Port Orange
Client Address State or Province	FL
Client Address Country	
Client Address Zip Code or Postal Code	32127
Client Address Telephone number	
Client Address Fax number	
Client Address Contact name	David King
Client Address E-mail	

FROM JOB INFO SCREEN

Job (CCN) Number	32
Job (CCN) Number Header	CCN #
Job (CCN) Description	Feeder from 10th Street to LPGA
Job (CCN) Notes	
Job (CCN) Status	Pending
Job (CCN) Date	3/10/2020
Job (CCN) Date Header	CCN Date
Last Saved Date	7/9/2022
Received Date	3/10/2020
Due Date	3/10/2020
Start Date	3/10/2020
CO Date	
CO Number	

Reference Column 1	
Reference Column 1 Header	Owner
Reference Column 2	
Reference Column 2 Header	Owner Address
Reference Column 3	
Reference Column 3 Header	City
Reference Column 4	
Reference Column 4 Header	St
Reference Column 5	
Reference Column 5 Header	Zip
Reference Column 6	
Reference Column 6 Header	Parcel

FROM JOB SCREENS

Labor column used in Extension	2
--------------------------------	---

FROM TOTALS

Selling Price	72,496.52
Final Price (includes Global Tax)	72,496.52

Attachment: 32 - 6 inch Feeder 10th Street to LPGA (3831 : Change Order #9 to US1 Undergrounding Primaries Conversions with Carter

ORIGINAL



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

5.5

**City Commission
Agenda Item**

MEETING DATE: July 26, 2022
FROM: Valerie Manning
SUBJECT: Team Volusia - Economic Development Agreement FY2022-2023
NUMBER: (ID # 3837)
APPLICANT:
PLANNER:

DISCUSSION:

This is an Economic Development Agreement for FY2022-2023 with Team Volusia. This agreement mirrors the program requirements of the 2021-2022 agreement, as well as, updated the population figures which was obtained from the University of Florida's Bureau of Economic and Business Research (BEBR) Population Studies Program.

That site can be located by the following link: <https://www.bibr.ufl.edu/population>.

FISCAL ANALYSIS:

This agreement is contingent upon the approval of the FY2022-23 budget appropriation. The calculation is \$.50 per capita per the BEBR report. For Fiscal year 2022-2033 \$6,485.00 budgeted in CRA fund 130-5510-552-54.00.

STAFF RECOMMENDATION:

Approve the FY2022-2023 agreement with Team Volusia.

COMMISSION GOAL:

N/A

MOTION:

APPROVE THE FY2022-2023 TEAM VOLUSIA COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT.

- Team Volusia - Economic Development Agreement FY22-23 (PDF)



July 12, 2022

Joe Forte
City of Holly Hill
1065 Ridgewood Ave
Holly Hill, FL 32117-2807

Dear Mr. Forte:

As your City enters the 2022/2023 budget and planning cycle, please accept this updated draft of your current Team Volusia Economic Development Corporation Agreement. It is our hope that you find this agreement useful as a worksheet in assisting you with your 2022/2023 budgeting and planning.

We have mirrored the program requirements of the 2021/2022 agreement, as well as updated the population figures which we obtained from the University of Florida's Bureau of Economic and Business Research (BEBR) Population Studies Program. This site is located at <http://www.bebr.ufl.edu/population>.

We look forward to hearing from you and encourage you to please contact us concerning any area of additional needs by your City and City Council. We at Team Volusia EDC look forward to continuing our relationship with your City as together we bring economic prosperity to Volusia County.

Respectfully,

Keith A. Norden, CEcD
President and CEO

P. 386-265-6332
One Daytona Blvd., Suite 240
Daytona Beach, FL 32114

COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2022 by and between the City of Holly Hill, a Florida municipal corporation, hereinafter referred to as "City", and Team Volusia Economic Development Corporation, a Florida non-profit corporation, hereinafter "TVEDC".

WHEREAS TVEDC intends to engage in a cooperative venture between the public and private sectors for the purpose of recruiting new businesses to Volusia County and, when requested by the City, fostering expansion of existing businesses within Volusia County; and

WHEREAS, to avoid a fragmentation of efforts and jurisdictional competition, various municipalities of Volusia County and the business community have come together to support a unified business development effort through TVEDC; and

WHEREAS, the City Commission of the City of Holly Hill has agreed to appropriate the amount of **Six Thousand Four Hundred Eighty-Five Dollars and .50 cents (\$6,485.50)** in the budget for the fiscal year 2022-2023 to support economic development activities.

WHEREAS the City desires to contract with TVEDC to perform such economic development activities and to insure accountability for use of public funds.

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, the City and TVEDC hereby agree as follows:

1. **Purpose of Agreement.** The purpose of this Agreement is to support and implement a program of economic and business development and expansion throughout Volusia County in order to enhance the economic well-being of the citizens of the City. To this end, the City desires to contract with TVEDC in order to provide for implementation of the economic and business development program and to ensure accountability for the use of public funds.
2. **Program Funding.** The City shall pay to TVEDC the sum of **Six Thousand Four Hundred Eighty-Five Dollars and .50 cents (\$6,485.50)** ("City Funding"), such sum being the total compensation to be paid by the City for the work performed under this Agreement, unless this amount is reduced or rescinded as provided herein. The City may make one (1) annual payment equal to the City Funding on or before October 15, 2022. The City will receive quarterly reports which details the activities of TVEDC including the revenues and expenses for the period. The City shall contact TVEDC in writing when future funding for TVEDC is discussed at a public meeting.

3. **Program Requirements.**

- a. TVEDC shall plan, implement and evaluate a program to recruit new businesses to the City; to foster expansion of existing businesses within the City upon the City's request; and in a manner provided herein to forestall the relocation of businesses located in the City to a location outside of Volusia County. TVEDC will not assist the City or any existing business with the City's and/or existing business' attempt to relocate such existing business from any other city or Volusia County who is a member of TVEDC ("Other Governmental Entity"), unless either the City or such business provides TVEDC with written consent for such assistance from the Other Governmental Entity. TVEDC will not assist any Other Governmental Entity or any existing business with such Other Governmental Entity's and/or existing business' attempt to relocate such existing business from the City to any Other Governmental Entity, unless the Other Governmental Entity or such existing business provides TVEDC with written consent for such assistance from the City, which the City may refuse to provide in the City's sole discretion.
 - b. It is the desire of the parties that businesses within Volusia County provide stable and rewarding employment for local citizens and that businesses respect the environment, appearance, and well-being of the City. TVEDC shall engage in good faith efforts to foster the goals of diversity and equitable minority participation in its economic development outreach, planning and programming actions. TVEDC shall pursue the goal of full economic participation in actions supportive of the ethnic and racial diversity of the City's community. Except as provided in Section 3.a. above, TVEDC shall disregard boundaries within Volusia County in its program and shall make all reasonable efforts to work with all sectors of local government and the Chamber Alliance, who shall be composed of the executives of several area Chambers of Commerce, in the implementation of its program. TVEDC shall use the funds herein provided for expenditures generally recognized as appropriate for economic and business development purposes. TVEDC shall separately account for use of public funds provided under this Agreement through generally accepted accounting methods. TVEDC shall also provide promotional materials and statistical studies to the City related to economic development.
4. **Promotional Efforts** TVEDC also agrees to create and maintain a landing page for the City on TVEDC's website providing factual redevelopment/economic development information requested by TVEDC and supplied by the City. The City will timely provide TVEDC with information regarding the City as requested from time to time by TVEDC for inclusion by TVEDC on the City's landing page. In addition, it is hereby agreed that TVEDC in its promotional materials will specifically include positive aspects of the City and, upon request, will provide (a) prospective businesses and industry outside Volusia County's jurisdictional limits and only as contemplated in Section 3.a. above, in Other Governmental Entity jurisdictional limits, and (b) existing businesses and industry inside the City's jurisdictional limits with the latest statistics on the City's growth and desirable features as a place to locate and expand. The City agrees to provide TVEDC with access to whatever information it has available to accomplish this task. Consistent

with the purposes set forth in Paragraph 1 above, TVEDC will promote the City's special districts and all other industrial/commercial sites located in the City.

5. **Fiscal Impact Analysis.** TVEDC will provide professional advice on proposed industrial/commercial sites located in the City and any other future areas deemed important by the City. As part of its scope of services, TVEDC shall perform, at the City's request, a fiscal impact analysis of its recommendation; such analysis shall include but not be limited to:
 - Present cost of direct out-of-pocket City and County incentives if any
 - Cost of tax revenues forgone, if any, plus interest
 - The amount of other tax revenue streams to be collected by the City
 - An estimate of any economic multipliers to be derived based upon a company's local purchases, etc.
 - An estimate of the break-even year
6. **Economic Development Intent** TVEDC's primary focus its effort on job creation and economic development. TVEDC shall actively work with and coordinate its efforts with the City and the Chamber Alliance. The City shall assign a staff member to serve on any of TVEDC Committees as needed and required. TVEDC shall provide the City with an annual report outlining the creation of all jobs within Volusia County and the City.
7. **Report of Operations.** Upon request, TVEDC shall provide the City with a copy of its annual audit performed by an independent certified public accounting firm.
8. **Future Funding.** Nothing in this Agreement shall obligate or commit the City to appropriate any funds in any subsequent fiscal year.
9. **Term of Agreement.** This Agreement shall commence on October 1, 2022 and shall continue in force for a one-year period ending September 30, 2023. In addition, this Agreement may be terminated upon any of the following events;
 - a. Written notice by TVEDC to the City terminating the Agreement with or without cause.
 - b. Written notice by the City to TVEDC of termination of the Agreement for failure or breach of TVEDC to perform its obligations hereunder.
 - c. Approval of a resolution by the City Commission amending the City budget to reduce or rescind the funds provided under this Agreement in accordance with Paragraph 2 above.

Because TVEDC is reasonably likely to have made financial commitments based upon the City Funding received, the effective date of any termination of this Agreement contemplated herein shall be effective thirty (30) calendar days after receipt by the non-terminating party ("Termination Effective Date"). Unless otherwise agreed by the City and TVEDC, upon termination of this Agreement by the City or by TVEDC prior to the end of the Term, TVEDC will reimburse to the City one quarter (1/4th) of the City Funding for each full calendar quarter of the Term remaining from the Termination Effective Date through the end of the Term, with payment being made within ten (10) business days after the Termination Effective Date.

10. **Notices.** Notices required under this Agreement shall be sent by U. S. Mail, first class, certified return receipt requested, or nationally recognized express document service to the following persons representing the parties:

City: City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

TVEDC: Keith A. Norden, CEcD
President and CEO
Team Volusia Economic Development Corporation
One Daytona Blvd., Suite 240
Daytona Beach, FL 32114

11. **Indemnification.** TVEDC shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including attorneys' fees and costs, arising out of or resulting from the performance of its operations under this Agreement.
12. **Amendments.** This Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.
13. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral in effect between the parties relating to the subject matter of this Agreement.

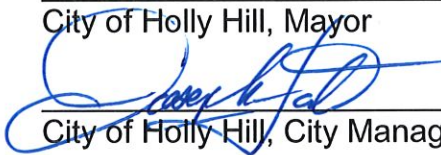
IN WITNESS WHEREOF, the parties hereto set their hands and seals this _____ day of _____ 2022.

CITY OF HOLLY HILL a Florida Municipal Corporation.

By: _____ Date: _____

City of Holly Hill, Mayor

Attest: _____ Date: 7-18-2022


City of Holly Hill, City Manager

Attest: _____ Date: _____

City of Holly Hill, City Clerk

Team Volusia Economic Development Corporation, Inc., a Florida not-for-profit corporation

By: Keith Norden Date: July 12, 2022

Title: President + CEO

Attest: Abraham O. Robbins Date: July 12, 2022



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

**City Commission
Agenda Item**

7.1

MEETING DATE: July 26, 2022
FROM: Brian Walker
SUBJECT: Revised Preliminary Plat/Final Engineering for Phases 3 and 4 of
the Mirage Subdivision Located on the South Side of Alabama
Avenue and the North Side of Flomich Avenue
NUMBER: (ID # 3842)
APPLICANT: Daniel Blanchard of Southern Impression Development
PLANNER: Brian Walker

DISCUSSION:

The Mirage Subdivision is a 30.09-acre parcel, located on the south side of Alabama Avenue and the north side of Flomich Avenue. A subdivision plat creating 161 lots was initially approved by the City in January 2007. Through the years there have been some modifications to the subdivision, and a replat reducing the number of developable lots to 53 and expanding the retention pond area in order to mine shell, was approved in April 2017.

On February 9, 2021, the City Commission approved the Final Engineering plans for Phases 3 and 4 of the Mirage Townhome Subdivision. At that time, Phases 3 and 4 added an additional 49 lots to the project which increased the total number of developable lots within the subdivision from 53 to 102.

As of this date, Phases 3 and 4 have not been developed and the property is now under new ownership. On May 25th, 2022, the new owner submitted plans to add an additional 19 lots to the previously approved plans. This increases the total number of developable lots within the subdivision from 102 to 121. This item is being brought before the BOPA, in order to consider recommending approval, or denial, of the proposed subdivision revision from 102 townhomes to 121 townhomes.

The site is in an R-6 (Low Density Multi-Family Residential) zoning district which allows 12 dwelling units an acre for townhomes. However, the future land use of phases 3 and 4 is low density residential (LDR) which allows a maximum of 6 dwelling units per net acre. Based on FLU Policy 1.1.3 of the City's comprehensive plan as amended on January 12, 2016 (Ordinance 2964), the R-6 zoning category may be consistent with the LDR future land use when the proposed density within R-6 does not exceed the maximum density permitted within the LDR future land use.

The overall permitted density within the subdivision is 6 du/ac and the proposed density is 4 du/ac. The proposed density is therefore consistent with the property's LDR future land use.

The project proposes townhomes. The minimum lot size is 1,080 square feet. Proposed townhomes will be a minimum of 900 square feet and be a maximum of 35 feet in height.

The City of Holly Hill is the provider of potable water and sanitary sewer.

Final engineering plans for the subdivision have been provided by a licensed engineer and reviewed by the City. The City has approved the revised final engineering plans and has no objections to the addition of 19 townhomes.

A final plat for the proposed subdivision has not been submitted at this time. When submitted, the plat will be reviewed for consistency with the approved final engineering plans, Florida Statute Chapter 177, and all other relevant state and local regulations prior to being presented to the City Commission.

The applicant has been notified that lots cannot be sold for development until such time that the subdivision improvements have been completed, inspected and approved (unless bonded), and the subdivision has received final plat approval.

RECOMMENDATION:

STAFF RECOMMENDS THAT THE CITY COMMISSION, APPROVE THE REVISED PRELIMINARY PLAT/FINAL ENGINEERING FOR PHASES 3 AND 4 OF THE MIRAGE SUBDIVISION.

- Location Map (PDF)
- Aerial Map (PDF)
- Boundary Survey (PDF)
- Current Approved Development Plan (PDF)
- Proposed Development Layout (PDF)



Attachment: Location Map (3842 : Mirage Subdivision Phases 3 and 4 Revised)

Location Map

Aerial View



The site plan illustrates the layout for The Mirage Phases 3-4. It features a central residential area with lots numbered 1 through 31, 40 through 55, and 60 through 69. A large 'PHASE 4' area is shown in the upper left, and a 'PHASE 3' area is in the lower right. A 'PROPOSED RETENTION AREA (2A-1)' is located near the center. The plan includes streets such as ALABAMA AVE, FLOMICH STREET, NEWCASTLE COURT, KINGSPOINT COURT, and ROYAL OAK COURT. A 'CITY CENTER' area is also indicated. The plan is titled 'THE MIRAGE - PHASES 3 - 4' and is a 'CONSTRUCTION ISSUE' dated 5-13-22.

THE MIRAGE - PHASES 3 - 4
CITY OF HOLLY HILL, VOLUSIA COUNTY, FL

CONSTRUCTION ISSUE, 5-13-22

REVISIONS

NO.	DATE	DESCRIPTION

CLIENT TITLE
LAND USE PLAN

DESIGNED BY AMT
CHECKED BY CLP
DATE 01/26/22
SHEET NUMBER C100