CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA ● AUGUST 23, 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

HOLLY HILL
FLORIDA

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

CITY COMMISSION MEMBERS

Mayor
Chris Via

District 1 - Commissioner
John Penny

District 2 - Commissioner
Penny Currie

District 3 - Commissioner
John C. Danio

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 Danio
c. Pledge of Allegiance

2. RECESS THE CC MTG & CONVENE AS THE CRA

3. CRA AGENDA

1. –2022-R-57 A Resolution of the Community Redevelopment Agency of the City of Holly Hill, Florida, Approving the Proposed Task Order Submitted by Mead and Hunt, Inc., for Parts a & B of Phase 3 of the Conversion of the Overhead to Underground Utilities, and Authorize the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

2. CRA Approval Authorizing the City Manager to Execute Payment for Additional Changes to the US1 Utility Undergrounding Conversions Contract with AT&T for an Amount Not to Exceed $107,153.30.

   (Requested by Antoine Khoury, Public Works)

4. ADJOURN AS THE CRA & RECONVENE THE CC MTG

5. PUBLIC COMMENTS

6. APPROVAL OF MINUTES

1. Minutes - August 9, 2022 Regular City Commission Meeting

   (Requested by Valerie Manning, City Clerk)

7. CONSENT AGENDA - ITEMS (1 - 6)

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

1. Resolution –2022-R-58 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 to Facilitate the Establishment of a New Monitoring Well and Installation of the Golf Course Pond Valve at a Cost of $14,480.00; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

2. Resolution –2022-R-59 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Proposed Task Order Submitted by Mead and Hunt, Inc., for Parts a & B of Phase 3 of the Conversion of the Overhead to Underground Utilities, and Authorize the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

3. Resolution –2022-R-60 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Award of the WTP Chlorine Canopy Replacement Project to Razorback, LLC in an Amount Not to Exceed $298,000.00 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

4. Resolution –2022-R-61 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 to Facilitate the Replacement of the Existing Reuse Main Aerial Crossing with a Directional Drill and Irrigation for Centennial Park for an Amount Not to Exceed $37,865.00

   (Requested by Antoine Khoury, Public Works)

5. Resolution –2022-R-62 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Authorizing of the City Manager to Enter into an Agreement with Mead and Hunt, Inc., to Provide Professional Services for the Project "3Rd Street Water Main Improvements" Not to Exceed $95,948; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

6. Consent to Authorize the City Manager to Execute a Contract with FPL for the Engineering of Phase 3 of the US1 Utility Under Grounding Project and Pay the Non-Refundable Deposit of $10,932.

   (Requested by Susan Lincoln, Finance)

8. REGULAR AGENDA

1. Resolution –2022-R-56 A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Amending the Comprehensive City Wide Adopted Fee Schedule for the City of Holly Hill for the Fiscal Year 2022-2023; Providing for Severability; and Providing for an Effective Date.

   (Requested by Susan Lincoln, Finance)

2. Resolution –2022-R-63 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving an Agreement with FPL for the Replacement of Lighting Fixtures in Sunrise Park North and Along Riverside Drive from 2Nd Street to 15Th Place at an Initial Cost of $14,892.30, Monthly Maintenance Cost of $655.26 and the Ongoing Cost of Electricity Powering the Lights, and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

3. Resolution –2022-R-64 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Purchase of a Replacement 40' X 60' Metal Building from Florida Metal Building Services in the Amount of $76,890 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

4. Approval Authorizing the City Manager to Execute Payment for Additional Changes to the US1 Utility Undergrounding Conversions Contract with AT&T for an Amount Not to Exceed $107,153.30.

   (Requested by Antoine Khoury, Public Works)

5. Save the Arts Movement - Murals

   (Requested by Joseph Forte, City Manager)

9. PUBLIC HEARINGS

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

1. Ordinance –2022-O-3053 FIRST READING - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Rezoning the Parcels Described in Exhibit "A" from CC-1 (Commercial Corridor District) and B-5 (General Commercial District) and R-2 (Low-Medium Density Single-Family Residential District) and I-2 (Heavy Industrial District) to BPUD (Business Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

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

2. 732 Avondale Avenue - Request a Variance from the Requirements of Sec. 114-765 – Schedule of Dimensional Requirements, Requiring that Principal Structures in the R-3 (Single-Family) Zoning District be a Minimum of Twenty-Feet (20') from the Rear Property Line. Such Request is Made in Order to Build a 293 Square Feet Screen Room Addition Onto the South Side of the Existing House. the Request is Made for Property Located on the West Side of Avondale Avenue, Approximately 180 Feet South of 8Th Street, and More Particularly Known as 732 Avondale Avenue.

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

10. COMMUNICATIONS

A. City Manager & Staff Comments
B. City Attorney Comments
C. City Commission Comments
D. Mayor's Comments

11. ADJOURNMENT

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

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

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

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

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

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
CRA Resolution

MEETING DATE: **August 23, 2022**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the Community Redevelopment Agency of the City of Holly Hill, Florida, Approving the Proposed Task Order Submitted by Mead and Hunt, Inc., for Parts a & B of Phase 3 of the Conversion of the Overhead to Underground Utilities, and Authorize the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2022-R-57**
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill continues to move forward with the conversion of overhead to underground utilities in an effort to strengthen the infrastructure and enhance the overall appearance of the Community Redevelopment Area.

City staff desires to complete the utility undergrounding effort for the remaining portion of US1 from Walker Street to the north City limits as Phase 3 of the conversion of overhead to underground utilities. The overall project will involve five parts as listed below:

- Part A - Utility Company Engagement/Data Collection
- Part B - Easement Acquisition
- Part C - Utility Service (Secondaries) Conversions
- Part D - Utility Conduit Installation/Traffic Operations Undergrounding
- Part E - Utility Installation and Removal of Overhead

Staff desires to proceed with Parts A and B at this time. The remaining parts will be initiated at a later date and be addressed in separate scopes of services and fee estimates and/or change orders to this scope of services and fee estimate from Mead and Hunt, Inc.

FISCAL ANALYSIS:

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

Mead and Hunt, Inc., has submitted a proposed task order to include project management, utility engagement, data collection, easement acquisition and reimbursables for Parts A & B of the conversion of overhead to underground utilities at a cost of $64,535.27.

Funding for this project for the professional consultant services has been budgeted in account number 139-8110-580-3400 and Project Code 22-ST-04.

STAFF RECOMMENDATION:

Approve the proposed task order submitted by Mead and Hunt, Inc., for Engineering/CEI Services for Parts A & B of Phase 3 of the conversion of overhead to underground utilities and authorize the City Manager to execute the same.

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 #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 PROPOSED TASK ORDER SUBMITTED BY MEAD AND HUNT, INC., FOR PARTS A & B OF PHASE 3 OF THE CONVERSION OF THE OVERHEAD TO UNDERGROUND UTILITIES AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME IN THE AMOUNT OF $64,535.27.

ATTACHMENTS:

- HH US1 Undergrounding Phase 3 Parts A and B_081222_bmf (PDF)

CRA Resolution No. 2022-57

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PROPOSED TASK ORDER SUBMITTED BY MEAD AND HUNT, INC., FOR PARTS A & B OF PHASE 3 OF THE CONVERSION OF THE OVERHEAD TO UNDERGROUND UTILITIES, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PROPOSED TASK ORDER SUBMITTED BY MEAD AND HUNT, INC., FOR PARTS A & B OF PHASE 3 OF THE CONVERSION OF THE OVERHEAD TO UNDERGROUND UTILITIES, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Community Redevelopment Agency of the City of Holly Hill desires to continue to pursue the undergrounding of utilities within the CRA corridor on US1 from Walker Street to the north City limits; and

WHEREAS, Mead and Hunt, Inc., has submitted a task order to provide professional engineering services necessary to complete Parts A & B of Phase 3 of the Conversion of the Overhead to Underground Utilities Project.

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

SECTION 1. The Community Redevelopment Agency approves the proposed task order submitted by Mead and Hunt, Inc., for Parts A & B of Phase 3 of the Conversion of the Overhead to Underground Utilities Project.

SECTION 2. The Community Redevelopment Agency authorizes the City Manager to execute the proposed task order submitted by Mead and Hunt, Inc.

SECTION 3. 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. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 23rd day of AUGUST, 2022.

Attachment: HH US1 Undergrounding Phase 3 Parts A and B_081222_bmf (2022-R-57 : US1 Undergrounding Phase 3 Parts a and B Engineering

August 12, 2022

Antoine Khoury PE
City Engineer/Public Works Director
City of Holly Hill
453 LPGA Blvd
Holly Hill, FL 32117

Email: akhoury@hollyhillfl.org

Subject: US1 Undergrounding Phase 3 Parts A & B

Dear Mr. Khoury,

We are pleased to present the enclosed scope of services and fee estimate for the above referenced project. The attached scope of services describes, in detail, what our firm understands to be required for this part of the utility undergrounding project. We look forward to the opportunity to work with the City on this project. If you have any questions or comments, please contact our office.

Sincerely,
MEAD & HUNT, Inc.

David King, PE
Vice President

John Mischle
Project Manager

DAK/JM:bf

Attachments: Scope of Services and Fee Estimate
Estimated Manhour Schedule

SCOPE OF SERVICES AND FEE ESTIMATE
FOR
US1 UTILITY UNDERGROUNDING PHASE 3, PARTS A & B

This Task Order is in conformance with the Professional Consultant Services Agreement for Professional Design/CEI Services for Roadways, Stormwater and Utilities Projects, RFQ #22-PW-01 dated January 25, 2022, between the City of Holly Hill (CITY) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

GENERAL

The CITY desires to complete the utility undergrounding effort for the remaining portion of US1 from Walker Street to the north CITY limits. The overall project will involve five parts as listed below:

- Part A - Utility Company Engagement/Data Collection
- Part B - Easement Acquisition
- Part C - Utility Service (Secondaries) Conversions
- Part D - Utility Conduit Installation/Traffic Operations Undergrounding
- Part E - Utility Installation and Removal of Overhead

The CITY desires to proceed with Parts A and B at this time. The remaining parts will be initiated at a later date and be addressed in separate scopes of services and fee estimates and/or change orders to this scope of services and fee estimate.

SCOPE OF SERVICES

After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

PHASE 1 – PROJECT MANAGEMENT

MEAD & HUNT's Project Manager (PM) will initiate the project and manage the budget and schedule, manage project staffing, coordinate subconsultant work, review/process subconsultant invoices, manage project coordination, and schedule quality management processes for work products. The PM will monitor progress throughout the project and prepare monthly invoices for the CITY. It is assumed that these Parts A and B services will cover an estimated 8-month period. MEAD & HUNT will conduct a project kick-off meeting with the project team and CITY staff to review project goals, scope of work, project schedule and administrative issues. Following the meeting, MEAD & HUNT will prepare a written summary of the project meeting and distribute to the attendees. MEAD & HUNT will document the progress of the work via monthly progress reports and virtual progress meetings. MEAD & HUNT will prepare a list of issues, action items and action item responsible parties discussed at progress meetings and distribute such to the project team. Upon receipt of the utility company designs and binding cost estimates, MEAD & HUNT will prepare a technical memorandum describing the completed efforts and estimated project costs and timeframes to complete the project. Deliverables: Kick-Off Meeting Agenda and Summary, Monthly Progress Reports and Action Items, Monthly Invoices, Technical Memorandum

Attachment: HH US1 Undergrounding Phase 3 Parts A and B_081222_bmf (2022-R-57 : US1 Undergrounding Phase 3 Parts a and B Engineering

PHASE 2 – UTILITY ENGAGEMENT

The following activities are required for engagement of the utility companies and other aerial facility owners along the route. MEAD & HUNT will complete the activities as noted and provide documentation of such activities to the City via copies of correspondence to/from utility companies:

- Florida Power & Light (FPL)
  - CITY to request/receive Ballpark Estimate and Engineering Deposit from FPL.
  - FPL will issue Engineering Deposit invoice to CITY; CITY to issue payment to FPL.
  - MEAD & HUNT will provide preliminary route survey product to FPL (see DATA COLLECTION below).
  - MEAD & HUNT to coordinate with FPL to identify preliminary layout of equipment locations
  - MEAD & HUNT will conduct field and desktop reviews of the locations and discuss the expected viability of such with CITY. Alternate locations to be identified as needed.
  - MEAD & HUNT will convey preliminary acceptability of or alternates for the locations.
  - FPL to provide final design and binding cost estimate
  - MEAD & HUNT to review FPL's design and confirm that the CITY's project goals are being addressed.
  - MEAD & HUNT will maintain additional documentation of efforts to mitigate impacts to the project workflow by expected changes in FPL personnel.
- AT&T
  - Same process as FPL, except MEAD & HUNT will request Ball Park Estimate and Engineering Deposit from AT&T.
- Spectrum
  - Same process as FPL, except MEAD & HUNT will request Ball Park Estimate and Engineering Deposit from Spectrum.
- Volusia County/FDOT Intelligent Transportation System (ITS)
  - MEAD & HUNT will contact Volusia County and FDOT to request determination of existence of existing overhead ITS facilities along route.
  - If existing ITS facilities, confirm the type/size with Volusia County/FDOT and verify requirements for replacement with underground ITS facilities.
- Other Aerial Facilities
  - MEAD & HUNT will utilize the Sunshine One Call system to determine the existing utilities along route. It is assumed that one additional aerial utility facility does exist along the corridor.
  - Same process as FPL, except MEAD & HUNT will request Ball Park Estimate and Engineering Deposit from utility company.
- City of Ormond Beach
  - MEAD & HUNT will coordinate with City of Ormond Beach as needed due to the potential of one or more of the utility companies desiring to transition back to existing overhead facilities beyond the CITY's limits and thus requiring work within the City of Ormond Beach.

Attachment: HH US1 Undergrounding Phase 3 Parts A and B_081222_bmf (2022-R-57 : US1 Undergrounding Phase 3 Parts a and B Engineering

PHASE 3 – DATA COLLECTION

MEAD & HUNT will assemble preliminary route survey product using past CITY project surveys/as-builts and other readily available mapping and GIS data. The preliminary route survey will designate CITY-owned properties along the route for utility companies' consideration for placement of utility equipment. Mead & HUNT will solicit proposal from and coordinate work by Southeastern Surveying and Mapping Corporation (SSMC) to conduct a route survey. SSMC will contract directly with the CITY. Upon receipt of that route survey by SSMC, MEAD & HUNT will convey such to the utility companies for the use in their undergrounding design. Deliverables: Preliminary route survey, documentation of coordination efforts

PHASE 4 – EASEMENT ACQUISITION

The CITY will be responsible for easement acquisition efforts with MEAD & HUNT assisting as described below. MEAD & HUNT will solicit proposal(s) from and coordinate work by Myer Land Surveying (MLS) for easement sketches and descriptions. Coordination may include providing direction to MLS for orientation of easements for the utility equipment. MLS will contract directly with the CITY. MLS work may also include temporary staking of proposed easements for review by property owners. MEAD & HUNT to assist the CITY with a limited amount of site visits/property owner discussions. MEAD & HUNT will prepare a project map designating the properties along the route based on information from the Volusia County Property Appraiser to be maintained throughout the CITY's easement acquisition efforts to designate the and property owner information, addresses, acquired easements, and easement recording book and pages. If needed, MEAD & HUNT will coordinate design changes by the utility companies due to variations in the easements that are acquired. Deliverables: Project map, documentation of coordination efforts

PHASE 5 – REIMBURSABLES

This phase includes allowances for the cost for reimbursables and other out-of-pocket costs such as reproductions, postage, travel outside of Volusia County, etc. Items included in this phase will be billed at actual cost.

EXCLUSIONS

This scope of services excludes all items not specifically described herein and specifically the following:

- Services related to Part C, D and E of the project
- Funding assistance

Attachment: HH US1 Undergrounding Phase 3 Parts A and B_081222_bmf (2022-R-57 : US1 Undergrounding Phase 3 Parts a and B Engineering

SCHEDULE

Mead & Hunt estimates the work included in this task order will be completed in accordance with the following schedule:

Phase/Task	Estimated Duration to Complete	Starting Upon	Controlling Factor(s)
Phase 1 – Project Management	8 months	Receipt of notice to proceed	Factors below
Phase 2 – Utility Engagement	4 months	Receipt of notice to proceed	Responsiveness of utility companies
Phase 3 – Data Collection	3 months	Receipt of notice to proceed	SSMC work completion
Phase 4 – Easement Acquisition	8 months	Receipt of notice to proceed	Easement acquisition by CITY, MLS work completion

COMPENSATION

The not-to-exceed cost for this Scope of Services is **$64,535.27** based on the following breakdown and attached estimated manhour schedule.

Phase	Fee/Cost	Basis
Phase 1 – Project Management	$16,123.24	Lump Sum
Phase 4 – Utility Engagement	$20,266.39	Lump Sum
Phase 5 – Data Collection	$12,848.48	Lump Sum
Phase 4 – Easement Acquisition	$14,097.16	Lump Sum
Phase 5 – Reimbursables (Allowance)	$1,200.00	Actual Cost
TOTAL	**$64,535.27**	

Attachment: HH US1 Undergrounding Phase 3 Parts A and B_081222_bmf (2022-R-57 : US1 Undergrounding Phase 3 Parts a and B Engineering

AUTHORIZATION:

The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by MEAD & HUNT.

Accepted by:	CITY OF HOLLY HILL	Approved by:	MEAD & HUNT, INC.
By:		By:	
Name:		Name:	David King, PE
Title:		Title:	Vice President
The above person is authorized to sign for Client and bind the Client to the terms hereof.			
Date:		Date	8/12/22

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT, INC.'s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF HOLLY HILL, 1065 RIDGEWOOD AVENUE, HOLLY HILL, FL 32117, City Clerk, Valerie Manning, (386) 248-9441, cityclerk@hollyhillfl.org.

Attachment: HH US1 Undergrounding Phase 3 Parts A and B_081222_bmf (2022-R-57 : US1 Undergrounding Phase 3 Parts a and B Engineering

Mead & Hunt

CITY OF HOLLY HILL
US1 UTILITY UNDERGROUNDING PHASE 3, PARTS A AND B
HOLLY HILL
ESTIMATED MANHOUR SCHEDULE
August 12, 2022

	Hourly Rate	$ 288.51	$ 242.98	$ 207.77	$ 172.19	$ 155.82	$ 113.89	$ 97.02	$ 71.81	
Phase	**Contract Position Title**	**Project Director**	**Project Manager**	**Senior Project Engineer**	**Project Engineer**	**Senior Designer**	**Engineer Intern**	**Designer**	**Adminstrative Support**	**Phase/Task Subtotal**
1	**Project Management**									
	Kick-off meeting	2	4	0	0	0	2	0	4	$ 2,063.96
	Monthly progress reports and meetings, action item followups	8	16	0	0	0	16	0	16	$ 9,166.96
	Technical memorandum	2	4	0	8	0	16	0	2	$ 4,892.32
	Subtotals	**12**	**24**	**0**	**8**	**0**	**34**	**0**	**22**	**$ 16,123.24**
2	**Utility Engagement**									
	Ballpark estimate/enginering deposit request	2	8	0	0	2	0	0	2	$ 2,976.12
	Provide prelimary survey	0	2	0	0	4	0	0	1	$ 1,181.05
	Coordinate equipment locations	0	8	0	0	0	8	0	1	$ 2,926.77
	Review equipment locations	2	4	0	0	0	4	0	1	$ 2,076.31
	Review final designs	4	8	0	0	0	4	0	1	$ 3,625.25
	Maintain additional documentation	0	8	0	0	0	4	0	4	$ 2,686.64
	ITS coordination	2	4	0	0	0	2	0	1	$ 1,848.53
	Other aerial facilities coordination	1	2	0	0	1	2	0	1	$ 1,229.88
	City of Ormond Beach coordination	1	4	0	0	1	2	0	1	$ 1,715.84
	Subtotals	**12**	**48**	**0**	**0**	**8**	**26**	**0**	**13**	**$ 20,266.39**
3	**Data Collection**									
	Assemble preliminary survey	2	6	0	0	30	4	20	1	$ 9,177.27
	Coordinate SSMC work	1	6	0	0	4	0	0	1	$ 2,441.48
	Transmit survey to utility companies	1	2	0	0	2	0	0	2	$ 1,229.73
	Subtotals	**4**	**14**	**0**	**0**	**36**	**4**	**20**	**4**	**$ 12,848.48**
4	**Easement Acquisition**									
	Coordinate MLS work	2	8	0	0	0	0	0	2	$ 2,664.48
	Assist CITY with site visits/property owner discussions	4	12	0	0	0	0	0	1	$ 4,141.61
	Prepare/maintain project map	1	4	0	0	0	4	30	1	$ 4,698.40
	Coordinate utility design changes	2	8	0	0	0	0	0	1	$ 2,592.67
	Subtotals	**9**	**32**	**0**	**0**	**0**	**4**	**30**	**5**	**$ 14,097.16**
	TOTAL ALL TASKS	**37**	**118**	**0**	**8**	**44**	**68**	**50**	**44**	**$ 63,335.27**
5	**Reimbursables Breakdown:**								Subs/Reimbursables	$ 1,200.00
	Description	Amount							**GRAND TOTAL**	**$ 64,535.27**
	Printing/Reproduction/Postage/Mileage	$ 1,200.00								
	Total	**$ 1,200.00**								

Attachment: HH US1 Undergrounding Phase 3 Parts A and B_081222_bmf (2022-R-57 : US1 Undergrounding Phase 3 Parts a and B Engineering

HOLLY HILL
FLORIDA

City Commission
1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

Meeting: 08/23/22 06:00 PM
Department: Public Works
Category: CRA Agenda Item
Prepared By: Beth Wrenn
Initiator: Antoine Khoury
Sponsors:
DOC ID: 3850

CRA AGENDA (ID # 3850)

CRA Approval Authorizing the City Manager to Execute Payment for Additional Changes to the US1 Utility Undergrounding Conversions Contract with AT&T for an Amount Not to Exceed $107,153.30.

DISCUSSION:

The City of Holly Hill entered into an agreement with AT&T to convert their service from overhead to underground a preliminary costs of $386,408.59. The City prepaid that amount and in addition was credited $56,500.00 from AT&T. The actual costs (according to AT&T) exceeded these amounts by $107,153.30 is for new material, labor, engineering, payroll taxes/benefits, motor vehicle expenses and provisioning expenses (Exhibit A). Exhibit B is the email thread between City staff and AT&T to acquire the explanation of the additional costs.

The resulting not to exceed cost of the additional work is $107,153.30.

FISCAL ANALYSIS:

The amount needed for the additional costs is budgeted in 139-8110-580-6300.

STAFF RECOMMENDATION:

The city's consultant and city staff have reviewed the billing from AT&T and recommend it be approved and the City Manager be authorized to execute an additional cost of $107,153.30.

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 PAYMENT FOR ADDITIONAL CHANGES TO THE US1 UTILITY UNDERGROUNDING CONVERSIONS CONTRACT WITH AT&T FOR AN AMOUNT NOT TO EXCEED $107,153.30.

Attachment: Exhibit A - Fully Executed Agreement - AT&T OH - UG Conversion - June 2018 (3850 : Approval of Additiional Expenses for US1

06/19/2018

SPECIAL CONSTRUCTION AGREEMENT
For Conversion of Overhead Facilities to Underground

Project #: 83E23705B

Customer Name: **City of Holly Hill**

Authority: **A0095R7**

Customer Telephone Number: (386) 248-9463

AT&T Contact: **Nathan Stephenson**

Work Site Address: **RIDGEWOOD AVE, FROM JUST NORTH OF MASON AV TO WALKER ST**

Telephone: **386-281-6962**

This Agreement (" Agreement") is entered into by and between BellSouth Telecommunications, LLC d/b/a AT&T Southeast ("AT&T") and City of Holly Hill ("Customer" or "City"). AT&T and Customer hereby agree to the following terms and conditions:

1. **Special Construction Work & Consideration.** This Agreement is for the Special Construction Work described on ***Exhibit 1***, attached hereto and incorporated herein by this reference ("Special Construction Work"). Exhibit 1 includes conditions precedent to AT&T commencing the Special Construction Work ("Conditions Precedent"). As consideration for the Special Construction Work, Customer agrees to pay AT&T for the work on an "actual cost" basis. The Customer affirms that the Estimated Special Construction Work Charges below is an estimate and that the actual costs incurred by AT&T may be higher. Said estimated cost is subject to change due to factors including, but not limited to, changing conditions in the field or changes in cost of labor or materials. Customer agrees to make advance payment of 100% of the estimated cost totalling **$386,408.59** ("Estimated Special Construction Work Charges"), **$23,450.00** of which Customer has previously paid to AT&T, such that **$362,958.59** is due and payable. Customer will pay such amount to AT&T within 30 days following full execution of this Agreement. Payment of such amount in full is required before the Special Construction Work will begin. Payment shall be made by mail to AT&T's offices at **AT&T CWO Coordinator, 1876 Data Drive, 5th Floor North, Attention: Susan Rinehart, Hoover, AL 35244**, or to such other address as AT&T may designate in writing. Upon completion of the work, AT&T will compute the actual cost of the work ("Special Construction Work Charges"). Any difference between the amount of the advance payment and the Special Construction Work Charges will either be paid by the Customer to AT&T within 30 days of Customer's receipt of an invoice therefor (in the event actual exceeds estimated) or refunded to the Customer by AT&T (in the event actual is less than estimated).

2. **Cost Estimate.** The Estimated Special Construction Work Charges amount is valid for 90 days from June 19, 2018. If this Agreement is not fully executed within the said period, then AT&T may require the Customer to request a new cost estimate, and the Estimated Special Construction Work Charges amount may change.

3. **Changes in Scope of Work or Field Conditions**. If the Customer initiates changes in the scope of the work after the date of this Agreement or there exists a condition in the field or other relevant circumstance discovered after the date of this Agreement that is different from the conditions or circumstances that were assumed in preparing the Estimated Special Construction Work Charges, AT&T may require the Customer to request a new cost estimate, the Estimated Special Construction Work Charges amount may change, and the parties will cooperate to sign an amendment to this Agreement incorporating any relevant changes to the Estimated Special Construction Work Charges or scope of work.

4. **Breach; Termination**. If either party breaches any material provision in this Agreement, then the other party may terminate this Agreement by written notice to the breaching party; provided that, prior to any such notice of termination, the other party provides written notice of the breach to the breaching party, and the breaching party fails to cure the breach within 30 calendar days from receipt of the notice of the breach. The time to cure shall be extended for a reasonable time to allow for cure if the breach cannot be cured within 30 calendar days and if the breaching party continues expeditiously to cure.

5. **Early Termination.** In event of termination of this Agreement for any reason in advance of completion of the Special Construction Work, in addition to any other remedies that may be available to AT&T, AT&T shall have the right to retain any Estimated Special Construction Work Charges previously paid by the City that compensate AT&T for Special Construction Work performed up to the date of termination, and AT&T may complete any segment of the Special Construction Work then in progress. Following such termination, AT&T shall return to the City any such portion of such prior payment that is in excess of such amounts that compensate for Special Construction Work performed up to the date of termination and/or which was in progress prior to the date of termination. If actual costs incurred by AT&T for Special Construction Work performed up to the date of termination exceed the prior payments, the City shall be responsible to pay any such excess amount within 30 days following receipt of an invoice from AT&T.

6. **Force Majeure; Time to Complete.** Any information provided by AT&T, its agents servants or employees that the project will be complete by a certain date or within certain time period is an estimate and not binding on AT&T, its agents, servants or employees. Estimated completion dates and the Special Construction Work are subject to circumstances, including without limitation, changing conditions in the field, and force majeure conditions, including, without limitation, weather, labor disputes, vendor/contractor disputes, and other conditions or circumstances outside of AT&T's control.

Attachment: Exhibit A - Fully Executed Agreement - AT&T OH - UG Conversion - June 2018 (3850 : Approval of Additional Expenses for US1

7. **Damages; No Damages for Delay**. In the event of termination of this Agreement for any reason set forth herein in advance of completion of Special Construction Work, the City shall have no claim or remedy against AT&T, except a claim to collect any excess payment amount, as set forth in Section 5. In the event of any claims arising from this Agreement, neither party shall liable for any consequential, incidental, or indirect damages. Under no circumstances will AT&T be held liable to Customer, Customer's agents, servants, contractors or employees for any alleged delay in the Special Construction Work.

8. Severability. Any provision of this Agreement held by court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

9. Successors and Assigns. This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

10. Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.

11. Effect of Waiver. No consent or waiver, express or implied shall be deemed a consent to or waiver of any other breach of the same or any other covenant, condition or duty.

12. Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

13. Modification. This Agreement constitutes the entire agreement between the parties and can only be changed in a writing or writings executed by both of the parties. Each of the parties forever waives all right to assert that this Agreement was the result of a mistake in law or fact.

14. Interpretation. The parties agree that this Agreement shall not be interpreted in favor or against either party. The parties further agree that they entered into this Agreement after conferring with legal counsel, or after having a reasonable opportunity to confer with legal counsel.

15. Applicable Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Florida without regard to Florida conflict of law principles.

16. Attorneys' fees. If either party seeks to enforce it rights under this Agreement through legal action, the prevailing party shall recover from the other party all costs and expenses incurred, including, but not limited to, reasonable attorneys' fees.

Attachment: Exhibit A - Fully Executed Agreement - AT&T OH - UG Conversion - June 2018 (3850 : Approval of Additiional Expenses for US1

17. Authority. The signatories to this Agreement represent and warrant that they are duly authorized to execute this Agreement.

18. Indemnification and Hold Harmless. Subject to applicable law and without waiver by the Customer of any relevant sovereign immunity rights under Florida law, Customer, Customer's agents, servants, contractors and employees hereby agree to indemnify and hold harmless AT&T and its employees, agents and contractors from and against any and all claims, costs, and expenses, judgments or actions for damage to property or injury or death to persons and/or arising from or relating to the work that is the subject of this Agreement, if and to the extent any such claims are caused by the acts or omissions of the Customer, Customer's agents, servants or employees.

1. Final Agreement. THIS AGREEMENT REPRESENTS THE ENTIRE AND FINAL EXPRESSION OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. THIS AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES; THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. NO MODIFICATION, RESCISSION, WAIVER, RELEASE OR AMENDMENT OF ANY PROVISION OF THIS AGREEMENT SHALL BE MADE, EXCEPT BY A WRITTEN AGREEMENT SIGNED BY BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on the dates set forth below.

City of Holly Hill, Florida

By: Joseph A. Forte
Printed Name

By: [signature]
Authorized Signature

Title: City Manager

Date: 6/29/18

BellSouth Telecommunications, LLC d/b/a AT&T Southeast

By: Nathan Stephenson
Printed Name

By: [signature]
Authorized Signature

Title: Mgr OSP Plng + Engrg Design

Date: 6-19-2018

Attachment: Exhibit A - Fully Executed Agreement - AT&T OH - UG Conversion - June 2018 (3850 : Approval of Additiional Expenses for US1

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EXHIBIT 1

The Special Construction Work that is the subject of the Agreement to which this Exhibit 1 is attached is as follows:

The work area is the area within the City of Holly Hill, as shown on Attachment A ("Work Area"). The Special Construction Work is the following work within the Work Area: **RIDGEWOOD AVE, FROM JUST NORTH OF MASON AV TO NORTH OF WALKER ST** Installation by AT&T of underground cable and related aboveground equipment (collectively, the converted system) to replace AT&T aerial facilities, including cables, terminals, service wires, poles, anchors and guys, in the Work Area; cutover of existing communications service on such aerial facilities to converted system; and removal of the aerial facilities and any AT&T-owned poles following cutover, resulting in conversion of the aerial facilities to underground. The work does not include conversion to underground or removal of any facilities, such as poles, owned by parties other than AT&T.

In addition to any conditions precedent to AT&T commencing the Special Construction Work identified in the Agreement to which this Exhibit 1 is attached, the following shall be Conditions Precedent to AT&T commencing the work and shall be obligations of the City:

A. **Conduit.** At no cost to AT&T, the City shall (1) install the 4" and 2" conduit (the material for which shall be provided by the City) as shown on "AT&T_Proposed Conduit_HollyHill" plans prepared by SMW and provided to Holly Hill on 2/3/16 and also included in Attachment A of this contract. ("Conduit Plans") (2) Install the Service Conduit identified in C below, and (3) Transfer ownership to AT&T of the conduit referenced in (1) above (collectively, "AT&T Conduit System"), as described below. Upon completion of construction of the AT&T Conduit System, the City shall: rod all conduits, place mule tape (provided by AT&T), and verify conduit lengths and therefore notify AT&T. AT&T shall within 14 days from date of said notice inspect the AT&T Conduit System and shall notify the City in writing of any observed deficiencies. Upon correction by the City or its contractor(s) of all noticed deficiencies, the City shall notify the AT&T, and the AT&T shall be afforded an opportunity to re-inspect and notify the City of approval or any further observed deficiencies (in which case the above process shall again apply). After approval, the City shall transfer ownership of the AT&T Conduit System free of any liens or encumbrances, and AT&T shall thereafter own and have sole use of the AT&T Conduit System. In the event that any deficiencies are later discovered in the AT&T Conduit System (namely, deficiencies that occurred in connection with the construction and installation), the City shall be the responsible party at the City's cost to correct or arrange for correction by appropriate contractor(s) of the deficiencies during the warranty period promptly following notice from AT&T. Such warranty period will extend for one (1) year

from the date of transfer of ownership of the AT&T Conduit System. Transfer of ownership to AT&T shall be memorialized by the City's delivery to AT&T of a Bill of Sale in the form attached as Attachment B.

B. **Handholes.** AT&T will provide 30x48 handhole Tier 22 (Heavy Duty Up to Class 8 Non Deliberate Vehicular Traffic) for locations in AT&T plans (Attachment A) that require City to place handhole. The City is responsible for acquiring handholes only from AT&T construction yard located at 910 N US Hwy 1, Ormond Beach and installation of these handholes are required to be per specs located in Attachment C and D. The City must give AT&T 2 week notice to designated construction foreman to insure number of handholes are ordered. Pick up of handholes must be within a 2-4 week period of notifying designated construction foreman so AT&T avoids any additional costs.

C. **Permits.** At no cost to AT&T, the City shall grant to AT&T any necessary permits for the installation by AT&T in City right-of-way of the following: any portions of the AT&T Conduit System within such right-of-way as well as AT&T pedestal terminals and cabinets to be installed at necessary locations within such right-of-way as mutually agreed to by the City and AT&T, it being understood that such agreement from the City to such equipment locations is a condition precedent to the Special Construction Work. Any equipment locations on the Conduit Plans are deemed mutually agreed upon by the parties. If the City does not grant separate permits, this Agreement shall constitute City authorization for installation and maintenance of the converted system in the City right-of-way. Receipt of any necessary permits from the City or any other relevant permitting agencies is a condition precedent to the Special Construction Work.

D. **Service Drops.** At no cost to AT&T, the City shall have caused the property owners of each and all properties within the Work Area (each, a "Residence") to do the following (or the City shall do the following): At minimum, install one - 2" conduit from each AT&T network interface device ("NID") on each Residence to the relevant splice box for the relevant Residence. The City shall cause each property owner of a Residence to grant to AT&T the exclusive right to use the above conduit on the Residence property for installation of an AT&T service drop. The City shall notify property owners of this information and the City shall cause the property owners to do so pending receipt and completion of any such re-arrangement orders, AT&T will be unable to complete any portion of the Special Construction Work affected thereby.

D. Further Conduit Specifications. In instances where a joint trench will be dug for the installation of AT&T's facilities and the power company's facilities, the power company's facilities shall be placed at the bottom of the joint trench. Any conduit referenced in A. above placed for AT&T's use (whether in a single or joint trench) shall be at a minimum depth of **36''** below final grade, except with services that can be as shallow as 12". For all conduit referenced in this Exhibit 1 placed for AT&T's use, there shall be at least a 12" vertical separation with well tamped soil backfill between AT&T's facilities and primary or secondary power facilities. All conduits must be equipped with a pull string, and capped at ends.

Attachment: Exhibit A - Fully Executed Agreement - AT&T OH - UG Conversion - June 2018 (3850 : Approval of Additional Expenses for US1

E. Other. Removal of other companies' aerial attachments on jointly used poles is necessary prior to AT&T's removal of its aerial facilities. The City will notify residents of this project (including of the need to place a re-arrangement order with AT&T if and where applicable, as described in C above) and shall notify AT&T and residents of the name and contact information for a representative to receive questions or complaints from City residents about the City's project that is the subject of this Agreement. AT&T may refer such questions or complaints to the City's representative. In the event other conditions arise that are reasonably necessary as conditions to the Special Construction Work, AT&T will inform the City, and the City will address the conditions.

F. Timing, Conditions Precedent. Following 1 year after execution of this Agreement, in the event Conditions Precedent have not been satisfied, AT&T may terminate this Agreement by notice to the City anytime thereafter, until the Conditions Precedent have been satisfied (and Section 5 of the Agreement to which this Exhibit 1 is attached shall apply in the event of such early termination). When the City believes the Conditions Precedent have been satisfied, the City will notify AT&T in writing, and AT&T shall determine thereafter whether the Conditions Precedent have, in fact, been satisfied. If AT&T does not believe that they have been satisfied, AT&T will notify the City.

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Attachment B
Bill of Sale

FOR GOOD AND VALUABLE CONSIDERATION the City of Holly Hill, Florida does hereby bargain, sell, transfer and convey unto BellSouth Telecommunications, LLC d/b/a AT&T Florida all right, title and interest in and to the AT&T Conduit System, as described in that certain Agreement between said parties dated June 29, 2018.

TO HAVE AND TO HOLD unto the said Grantee forever.

IN WITNESS WHEREOF, the undersigned, has executed this Bill of Sale this 29th day of June, 2018.

CITY OF HOLLY HILL, FLORIDA

BY: _____

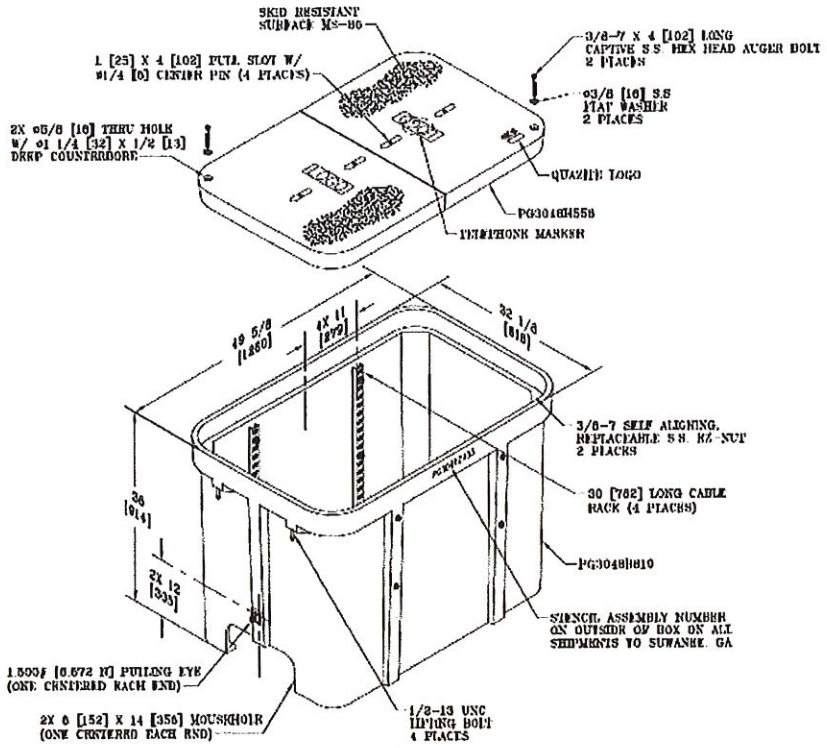
NAME/TITLE: Joseph A. Forte, City Manager

ORIGINAL ORIGINAL

Attachment: Exhibit A - Fully Executed Agreement - AT&T OH - UG Conversion - June 2018 (3850 : Approval of Additiional Expenses for US1

Attachment C
Handhole Description and Installation

The following shows the individual components of a 30x48 handhole that is Tier 22 rated with mouseholes which would be placed in a sidewalk application. NOTE: Handhole may be order with mouseholes or terminators.



5. Hand-hole Application

In operations which require the placement of a hand-hole, once the excavation has been completed, tamped and leveled, a bed of approximately **three (3) inches to five (5) inches** of Gravel/Crushed Rock should be placed in the bottom of the excavation (According to Manufacturers Recommendations). This bed of gravel should extend past the walls of the hand-hole so that the entire hand-hole structure is level and supported by the gravel base, preventing any shifting of the hand-hole after it is permanently installed. Once the hand-hole has been placed and secured, an additional 1-3 inches of gravel should be placed inside hand-hole, to provide additional drainage and to help keep splice closures above any water that may collect inside the bottom of the hand-hole structure. The height of the gravel inside the handhole should be sufficient to allow enough room for cable placement and associated splicing. The total height of the gravel inside the hand-hole from the bottom of the excavation should not exceed 6 inches.

NOTE:

IN HAND-HOLE APPLICATIONS, AT&T DOES NOT ALLOW THE USE OF "RIVER ROCK", "ROUND STONE" OR "PEA GRAVEL", DUE TO THE FACT THAT THESE TYPE OF AGGREGATES PREVENT THE DESIRED COMPACTION AND EQUIVALENT RESISTANCE TO ACHIEVE THE SPECIFIC LATERAL LOADING THESE PRODUCTSREQUIRE.

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Attachment C
Handhole Description and Installation
(continued)

THE USE OF A LARGER SIZE STONE, NUMBER 57 STONE IS RECOMMENDED IN HAND-HOLE APPLICATIONS. 57 STONE IS A COURSER, NATURALLY OCCURRING HARD CRUSHED ROCK AGGREGATE (e.g. GRANITE or LIMESTONE) WHOSE AVERAGE SIZE IS FROM 1/2 INCH TO 1-1/2 INCHES , PER ASTM).

(See Handhole Installation Procedure – Attachment D)

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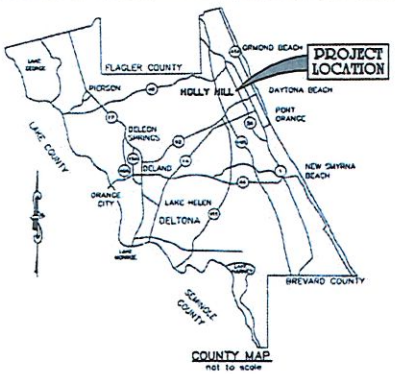
Attachment A
Work Area

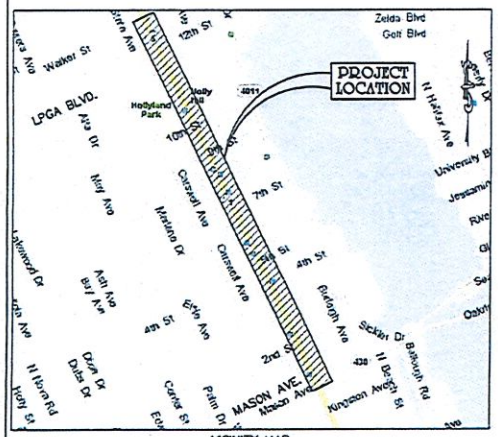
PERMIT DRAWINGS FOR AT&T



CITY of HOLLY HILL, FLORIDA

US1 UTILITY UNDERGROUNDING

(MASON AVE. TO WALKER ST.)



(SECTION 42, TOWNSHIP 14 SOUTH, RANGE 32 EAST)
&
(SECTION 37, TOWNSHIP 15 SOUTH, RANGE 33 EAST)

GRAPHIC SCALE

NOTE: VOLUSIA COUNTY TRAFFIC ENGINEERING IS NOT PART OF SUNSHINE ONE CALL. PLEASE CALL (386)295-6017 FOR TRAFFIC SIGNAL LOCATES.

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

ATTSE

PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF FDOT

Ridgewood Ave

Exchange: Ridgewood/Daytona

Designer: Stephenson, Nathan

Phone: 386-281-6962

Authorization: 83E23705B

Dwg. 1 of 29

ATTSE	
PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF FDOT	
Ridgewood Ave	
Exchange:	Ridgewood/Daytona
Designer:	Stephenson, Nathan
Phone:	386-281-6962
Authorization:	83223705B
Dwg. 2 of 29	

Attachment: Exhibit A - Fully Executed Agreement - AT&T OH - UG Conversion - June 2018 (3850 : Approval of Additiional Expenses for US1

DETAILS FOR BORES UNDER HALIFAX CANAL ON DWGS 21 & 22

ATTSE

PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF FDOT

Ridgewood Ave

Exchange: Ridgewood/Daytona

Designer: Stephenson, Nathan

Phone: 386-281-6962

Authorization: 83E237058

Dwg. 3 of 29

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Attachment: Exhibit A - Fully Executed Agreement - AT&T OH - UG Conversion - June 2018 (3850 : Approval of Additiional Expenses for US1

FDOT INDEX 611
NOT TO SCALE

FDOT INDEX 612
NOT TO SCALE

FDOT INDEX 613
NOT TO SCALE

FDOT INDEX 660
NOT TO SCALE

ATTSE

PROPOSED TELEPHONE FACILITIES
ON RIGHT OF WAY OF
FDOT

Ridgewood Ave

Exchange: Ridgewood/Daytona

Designer: Stephenson, Nathan

Phone: 386-281-6962

Authorization: 83E23705B

Dwg. 4 of 29

ATTSE

PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF FDOT

Ridgewood Ave

Exchange: Ridgewood/Daytona

Designer: Stephenson, Nathan

Phone: 386-281-6962

Authorization: 83E237058

Dwg. 5 of 29

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ORIGINAL

Attachment: Exhibit A - Fully Executed Agreement - AT&T OH - UG Conversion - June 2018 (3850 : Approval of Additional Expenses for US1

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ATTSE

PROPOSED TELEPHONE FACILITIES
ON RIGHT OF WAY OF
FDOT

Ridgewood Ave

Exchange: Ridgewood/Daytona

Designer: Stephenson, Nathan

Phone: 386-281-6962

Authorization: 83E23705B

Dwg. 11 of 29

Attachment: Exhibit A - Fully Executed Agreement - AT&T OH - UG Conversion - June 2018 (3850 : Approval of Additiional Expenses for US1

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ORIGINAL ORIGINAL

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See Dwg #13
See Dwg #15
RIDGEWOOD AVE
US 1 / SR 5
15' UTILITY EASEMENT
ALL 90 deg BENDS ARE TO BE ELECTRICAL SWEEPS AND NOT PLUMBER 90's
PROPOSED TELEPHONE FACILITES ON RIGHT OF WAY OF FDOT
Ridgewood Ave
Exchange: Ridgewood/Daytona
Designer: Stephenson, Nathan
Phone: 386-281-6962
Authorization: 83E23705B
Dwg. 14 of 29

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ATTSE

PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF FDOT

Ridgewood Ave

Exchange: Ridgewood/Daytona

Designer: Stephenson, Nathan

Phone: 386-281-6962

Authorization: 83E23705B

Dwg. 20 of 29

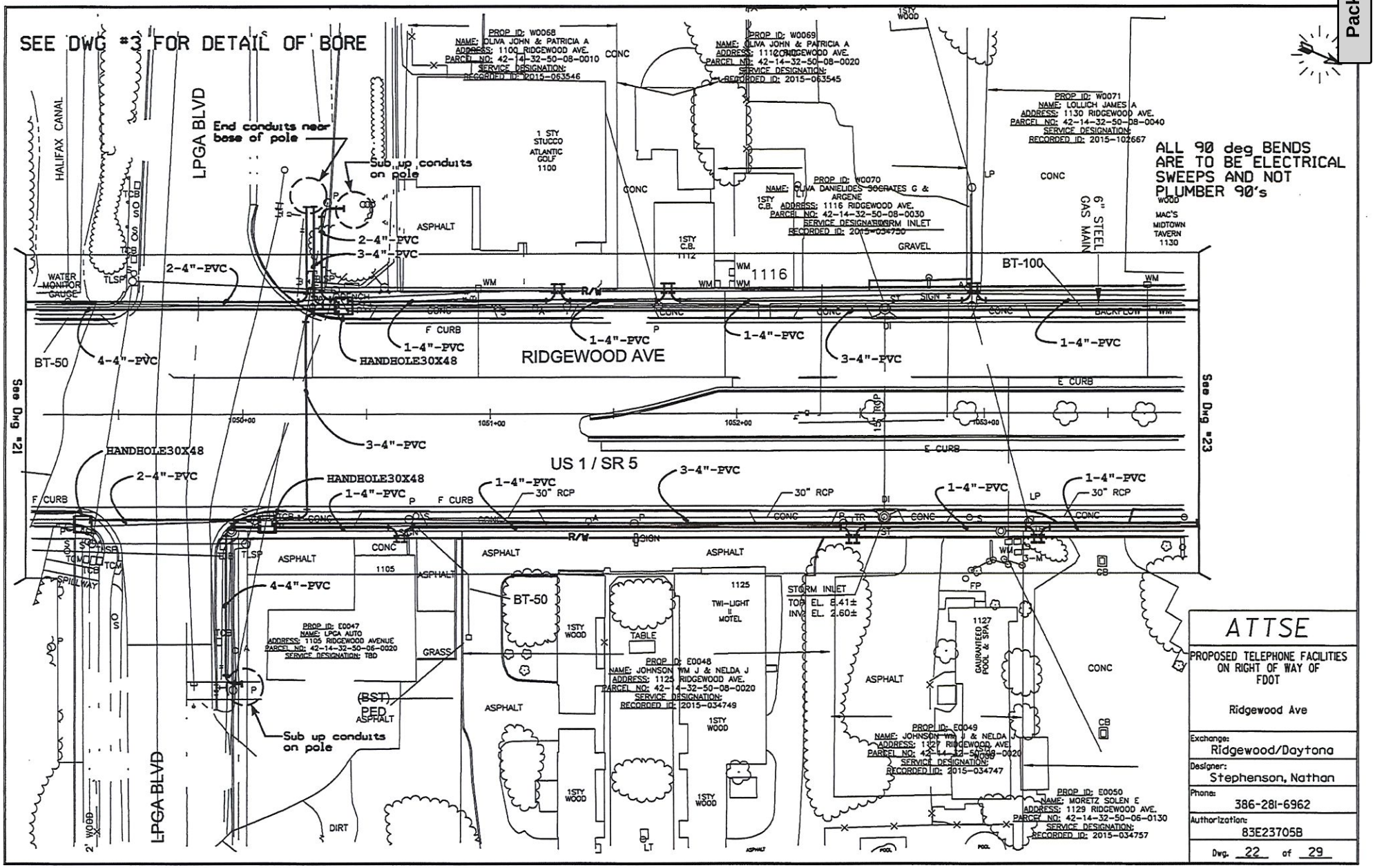
Attachment: Exhibit A - Fully Executed Agreement - AT&T OH - UG Conversion - June 2018 (3850 : Approval of Additiional Expenses for US1

ORIGINAL DRAWING

ATTSE

PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF FDOT	
Ridgewood Ave	
Exchange:	Ridgewood/Daytona
Designer:	Stephenson, Nathan
Phone:	386-281-6962
Authorization:	83E23705B
Dwg. 21 of 29	

Attachment: Exhibit A - Fully Executed Agreement - AT&T OH - UG Conversion - June 2018 (3850 : Approval of Additiional Expenses for US1


SEE DWG #3 FOR DETAIL OF BORE
HALIFAX CANAL
LPGA BLVD
End conduits near base of pole
Sub up conduits on pole
ASPHALT
2-4"-PVC
3-4"-PVC
WATER MONITOR GAUGE
TLSP
BT-50
4-4"-PVC
HANDHOLE30X48
1-4"-PVC
F CURB
RIDGEWOOD AVE
PROP ID: W0068
NAME: OLIVA JOHN & PATRICIA A
ADDRESS: 1100 RIDGEWOOD AVE.
PARCEL NO: 42-14-32-50-08-0010
SERVICE DESIGNATION:
RECORDED ID: 2015-063546
1 STY STUCCO ATLANTIC GOLF 1100
CONC
PROP ID: W0069
NAME: OLIVA JOHN & PATRICIA A
ADDRESS: 1110 RIDGEWOOD AVE.
PARCEL NO: 42-14-32-50-08-0020
SERVICE DESIGNATION:
RECORDED ID: 2015-063545
PROP ID: W0071
NAME: LOLLICH JAMES A
ADDRESS: 1130 RIDGEWOOD AVE.
PARCEL NO: 42-14-32-50-08-0040
SERVICE DESIGNATION:
RECORDED ID: 2015-102667
ALL 90 deg BENDS ARE TO BE ELECTRICAL SWEEPS AND NOT PLUMBER 90's
PROP ID: W0070
NAME: OLIVA DANIELIDES SOCRATES G & ARGENE
ADDRESS: 1116 RIDGEWOOD AVE.
PARCEL NO: 42-14-32-50-08-0030
SERVICE DESIGNATION: STORM INLET
RECORDED ID: 2015-034750
1STY C.B.
1112
1116
GRAVEL
6" STEEL GAS MAIN
MAC'S MIDTOWN TAVERN 1130
BT-100
BACKFLOW
E CURB
See Dwg #21
See Dwg #23
1050+00
1051+00
1052+00
1053+00
US 1 / SR 5
30" RCP
R/W
SIGN
PROP ID: E0047
NAME: LPCA AUTO
ADDRESS: 1105 RIDGEWOOD AVENUE
PARCEL NO: 42-14-32-50-06-0020
SERVICE DESIGNATION: TBD
1105
GRASS
(BST)
PED
Sub up conduits on pole
DIRT
2' WOOD
1125
TWI-LIGHT II MOTEL
TABLE
PROP ID: E0048
NAME: JOHNSON WM J & NELDA J
ADDRESS: 1125 RIDGEWOOD AVE.
PARCEL NO: 42-14-32-50-08-0020
SERVICE DESIGNATION:
RECORDED ID: 2015-034749
STORM INLET
TOP EL. 8.41±
INV. EL. 2.60±
1127
GAURAHEED POOL & SPA
PROP ID: E0049
NAME: JOHNSON WM J & NELDA J
ADDRESS: 1127 RIDGEWOOD AVE.
PARCEL NO: 42-14-32-50-08-0020
SERVICE DESIGNATION:
RECORDED ID: 2015-034747
PROP ID: E0050
NAME: MORETZ SOLEN E
ADDRESS: 1129 RIDGEWOOD AVE.
PARCEL NO: 42-14-32-50-06-0130
SERVICE DESIGNATION:
RECORDED ID: 2015-034757
ATTSE
PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF FDOT
Ridgewood Ave
Exchange: Ridgewood/Daytona
Designer: Stephenson, Nathan
Phone: 386-281-6962
Authorization: 83E23705B
Dwg. 22 of 29

Attachment: Exhibit A - Fully Executed Agreement - AT&T OH - UG Conversion - June 2018 (3850 : Approval of Additiional Expenses for US1

Attachment: Exhibit A - Fully Executed Agreement - AT&T OH - UG Conversion - June 2018 (3850 : Approval of Additiional Expenses for US1

ATTSE

PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF FDOT

Ridgewood Ave

Exchange: Ridgewood/Daytona

Designer: Stephenson, Nathan

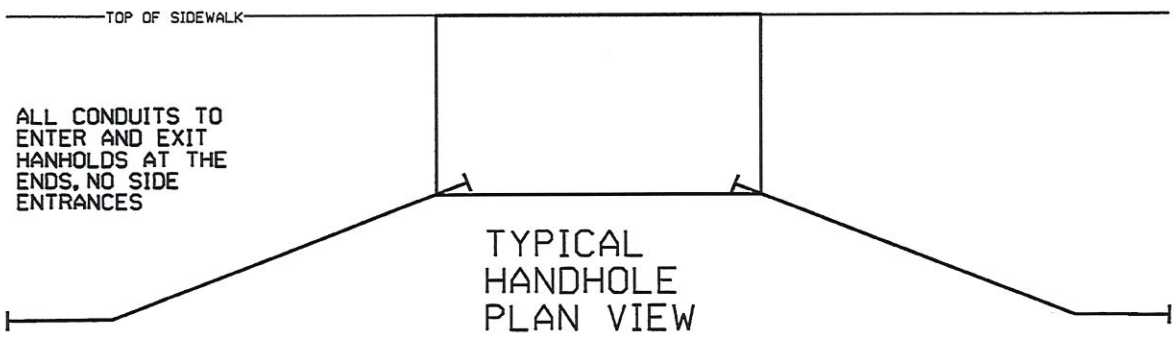
Phone: 386-281-6962

Authorization: 83E23705B

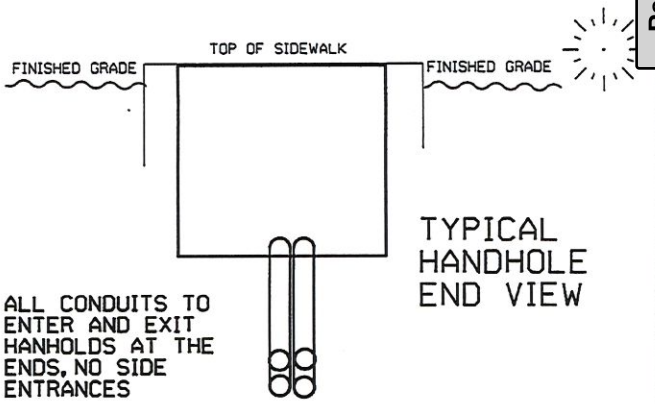
Dwg. 25 of 29

Attachment: Exhibit A - Fully Executed Agreement - AT&T OH - UG Conversion - June 2018 (3850 : Approval of Additiional Expenses for US1

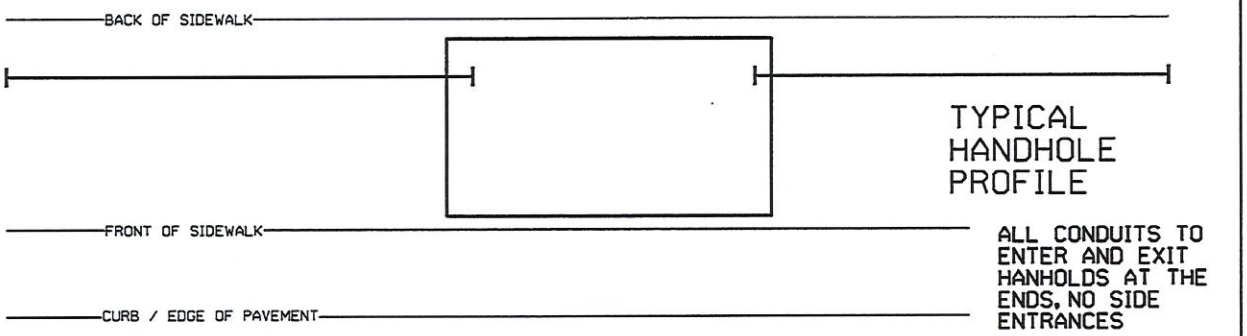
Attachment: Exhibit A - Fully Executed Agreement - AT&T OH - UG Conversion - June 2018 (3850 : Approval of Additional Expenses for US1



TYPICAL HANDHOLE PLAN VIEW

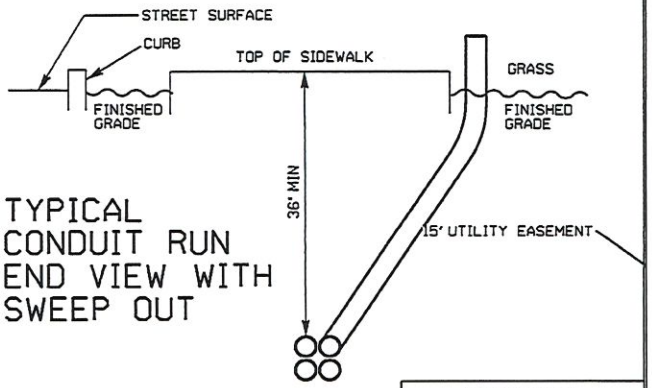


TYPICAL HANDHOLE END VIEW

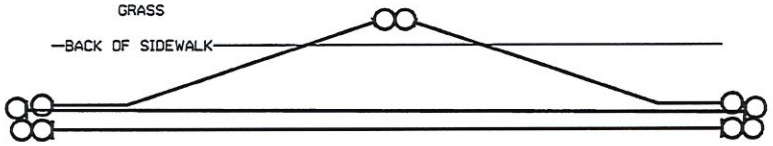


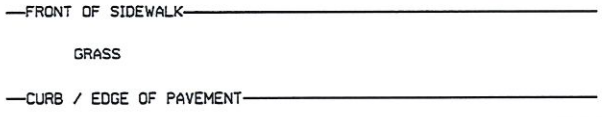
TYPICAL HANDHOLE PROFILE

ALL CONDUITS TO ENTER AND EXIT HANHOLDS AT THE ENDS, NO SIDE ENTRANCES



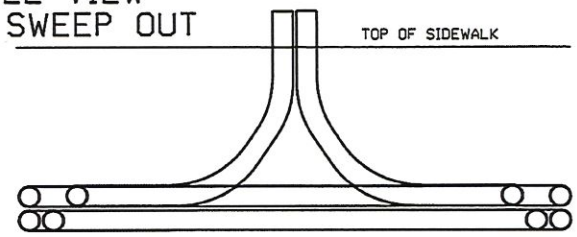
TYPICAL CONDUIT RUN END VIEW WITH SWEEP OUT





TYPICAL CONDUIT RUN PLAN VIEW WITH SWEEP OUT

TYPICAL CONDUIT RUN PROFILE VIEW WITH SWEEP OUT



ATTSE

PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF FDOT

Ridgewood Ave

Exchange: Ridgewood/Daytona

Designer: Stephenson, Nathan

Phone: 386-281-6962

Authorization: 83E23705B

Dwg. 26 of 29

HORZ. SCALE: 1" = 20 FT.
VERT. SCALE: 1" = 2 FT.
STA. 987335
LOOKING WEST
STA. 988230
LOOKING WEST
STA. 989278
LOOKING EAST
STA. 991358
LOOKING WEST
1-2" HDPE (HH)
2-2" HDPE (HH)
1-2" HDPE (HH)
1-2" HDPE (HH)
1 FT. MIN. SEPARATION
CONC.
GRASS
SIDEWALK
ASPHALT
EXIST. 4" CONDUIT (TYP.)
EXIST. 6" CONDUIT (TYP.)
EXIST. 4" CONDUIT (TYP.)
EXIST. 4" CONDUIT (TYP.)
EXIST. 4

ATTSE

PROPOSED TELEPHONE FACILITES
ON RIGHT OF WAY OF
FDOT

Ridgewood Ave

Exchange: Ridgewood/Daytona

Designer: Stephenson, Nathan

Phone: 386-281-6962

Authorization: 83E23705B

Dwg. 28 of 29

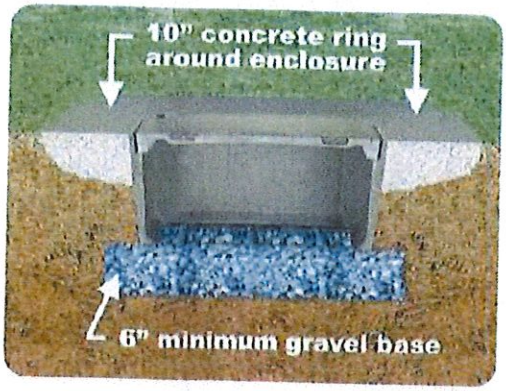
Attachment: Exhibit A - Fully Executed Agreement - AT&T OH - UG Conversion - June 2018 (3850 : Approval of Additional Expenses for US1

HORZ. SCALE 1" = 20 FT.
VERT. SCALE 1" = 2 FT.
STA. 1062+81
LOOKING EAST
5 FT. SIDEWALK
CONC.
ASPH.
CONC.
ASPH.
CONC.
ASPH.

Attachment D

ATT-TELCO-620-000-349 C&E CONSTRUCTION 21 STATE HANDHOLE INSTALLATION; CONCRETE COLLAR APPLICATION

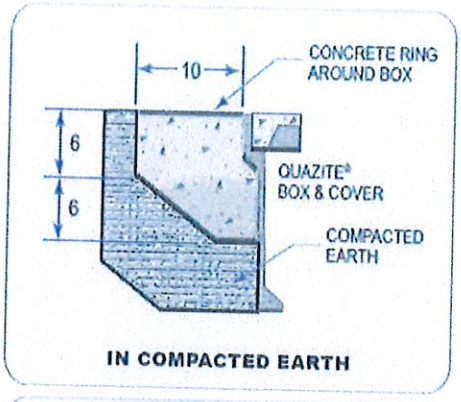
Concrete Collar Application:



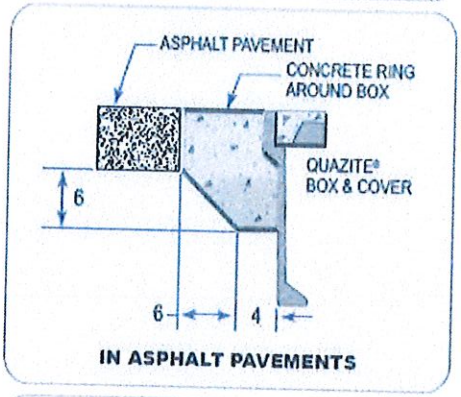
Concrete collars may be desired to give added protection to Quazite® enclosures installed by driveways, parking lots, and off-roadway areas that are subject to occasional non-deliberate traffic. Concrete collars are not necessary in grassy areas or areas subject solely to pedestrian traffic. Concrete collars may be desired on all manufacturers' enclosures to prevent damage.

***Notes:**

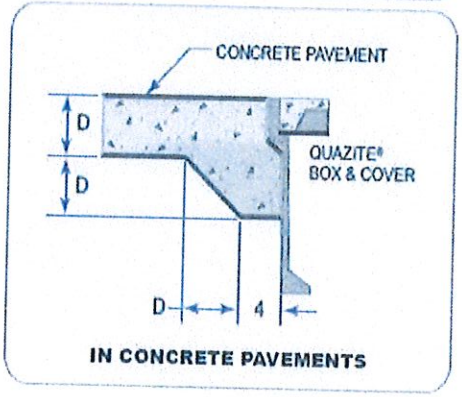
- Concrete encasement to be 3,000 psi minimum
- Concrete encasement collar dimension, D, to be equal to design pavement depth
- Pavement and subgrade to be as shown on the engineering plans



IN COMPACTED EARTH



IN ASPHALT PAVEMENTS



IN CONCRETE PAVEMENTS

Attachment: Exhibit A - Fully Executed Agreement - AT&T OH - UG Conversion - June 2018 (3850 : Approval of Additiional Expenses for US1

PUBLIC WORK DIRECTOR
453 LPGA BLVD
HOLLY HILL FL 32117

Page 1 of 1
Account Number 417 22D-6519 115 3
Billing Date Apr 29, 2022

Web Site att.com

AT&T 190098
Vnd 1139, 2134, 1030, 909

Monthly Statement

PO 220130
PO 220082

EXPLORE ALL THAT AT&T CAN DO FOR YOU
Get Wireless, Internet and other premium services from AT&T. We're eager to help you find the best deals possible. Call 866.252.6149. Business customers: 800.321.2000

Bill-At-A-Glance

Previous Bill	.00
Payment	.00
Adjustments	.00
Balance	.00
Current Charges	107,153.30
Total Amount Due	**$107,153.30**
Amount Due in Full By	May 27, 2022
FINAL BILL	

Billing Summary

Online: att.com/myatt	Page	
Plans and Services	1	107,153.30
Payment Arrangements: 1 888 827-3237		
Total Current Charges		107,153.30

Assigned collector -
Marcos Castro
888-827-3287 x3623442

HOLLY HILL RECEIVED
MAY 05 2022
PUB. WORKS DEPT.

News You Can Use Summary

- COLLECTION POLICY
- STILL GETTING PAPER?

See "News You Can Use" for additional information

Plans and Services

Additions and Changes to Service

This section of your bill reflects charges and credits resulting from account activity.

Item No.	Description	Quantity	Monthly Rate	Amount Billed
Activity on Apr 29, 2022				
1.	CONTACT: WALT SMYSER 386-248-9463 BILLING THROUGH MAR 2022 PROJECT: A0095R7	1		.00
2.	UNDER GROUND PROJECT ON US-1 CITY OF HOLLY HILL	1		550,061.89
3.	LESS BETTERMENT	1		56,500.00CR
4.	PREPAYMENT	1		386,408.59CR
Total Additions and Changes to Service				107,153.30

Government Fees and Taxes

5.	Federal	.00
6.	State and Local	.00
Total Government Fees and Taxes		.00

Total Plans and Services 107,153.30

News You Can Use

COLLECTION POLICY
Effective 9/22/2009, if your final balance remains unpaid after the DUE BY date, it may become necessary to send your account for further collection activity. You may be held responsible for fees associated with the collection efforts, including outside collection agency fees and attorney's fees, as permitted by law. If you have any questions, please contact us at the toll-free number on your bill. AT&T appreciates your business and we look forward to doing business with you in the future.

STILL GETTING PAPER?
Email us at GoPaperless@att.com with the subject line "Save Paper" to sign up for paperless billing today!

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

GO GREEN - Enroll in paperless billing.

Return bottom portion with your check in the enclosed envelope.

Printed on Recyclable Paper

Total Amount DUE BY May 27, 2022 **$107,153.30**

AT&T

Billing Date Apr 29, 2022

Account Number **417 22D-6519 115 3**
Please include your account number on your check

PUBLIC WORK DIRECTOR
453 LPGA BLVD
HOLLY HILL FL 32117

Make check payable to:
AT&T
PO BOX 5001
CAROL STREAM IL 60197-5001

9711 417222651911153 5000000000000 17711000000000000000010715330

Attachment: Exhibit B - AT&T Billing (3850 : Approval of Additiional Expenses for US1 Undergrounding Conversions with AT&T (CRA))

The City of Holly Hill

Beth Wrenn <bwrenn@hollyhillfl.org>

RE: Account # 417 22D-6519

4 messages

CASTRO JR., MARCOS <mc5781@att.com> Thu, Jul 28, 2022 at 1:50 PM
To: Elizabeth Wrenn <ewrenn@hollyhillfl.org>, "ROBERSON, NATASHA" <nr321r@att.com>, "DAVIS, TIMOTHY R" <td3242@att.com>
Cc: "SANTIAGO, EVELYN A" <es1079@att.com>, "REYNOLDS, DUANE" <dr5686@att.com>, Antoine Khoury <akhoury@hollyhillfl.org>, "Peoria-QA@cctools.att-mail.com" <Peoria-QA@cctools.att-mail.com>

***** PROJECT:A0095R7 *****

Good afternoon AT&T Team,

(customer on the email)

Timothy or to whom can help I believe the customer is requesting a breakdown on the total bill or why the $107153.30 so they can submit the payment, can some one assist?

Thank you,

Marcos Castro

Customer Account Specialist -

Global Business Receivables Management

Customer Advocacy & Service Experience

AT&T Services, Inc.

320 Fulton Peoria, IL 61602
Tel: 888.827.3237 ext. 3604601 | mc5781@att.com

This e-mail has been copied to Peoria-QA@cctools.att-mail.com for quality control purposes.

AT&T Proprietary

The information contained herein is for use by authorized persons only in accordance with the applicable AT&T Agreements and is not for general distribution.

Attachment: Exhibit C - Email Thread with AT&T (3850 : Approval of Additional Expenses for US1 Undergrounding Conversions with AT&T

This message and any files transmitted with it are AT&T property, are confidential, and are intended solely for the use of the individual or entity to whom this email is addressed. If you are not one of the named recipient(s) or otherwise have reason to believe that you have received this message in error, please notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this email is strictly prohibited.

From: Elizabeth Wrenn <ewrenn@hollyhillfl.org>
Sent: Wednesday, May 11, 2022 2:48 PM
To: ROBERSON, NATASHA <nr321r@att.com>
Cc: SANTIAGO, EVELYN A <es1079@att.com>; REYNOLDS, DUANE <dr5686@att.com>; CASTRO JR., MARCOS <mc5781@att.com>; Antoine Khoury <akhoury@hollyhillfl.org>
Subject: Re: Account # 417 22D-6519 115 3

Hi Natasha,

I received a copy of the fully executed agreement with AT&T for the undergrounding project along US1. The amount approved by our City Commission is the amount that shows paid on the attachment to my original email ($386,408.59). This agreement is attached to this email.

I do not have anything backing up an amount of $550,061.89. If you have something to document this could you please send it to me?

I appreciate your help with this matter.

Regards,

Beth Wrenn, Administrative Assistant

Department of Public Works
453 LPGA Blvd.

Holly Hill, FL 32117

T-386-248-9463
F-386-248-9499
bwrenn@hollyhillfl.org

www.hollyhillfl.org

HOLLY HILL
FLORIDA

On Tue, May 10, 2022 at 3:54 PM ROBERSON, NATASHA <nr321r@att.com> wrote:

Attachment: Exhibit C - Email Thread with AT&T (3850 : Approval of Additional Expenses for US1 Undergrounding Conversions with AT&T

Beth,

I haven't worked with this project for probably more than 5 years. I have copied Duane Reynolds to this email who can either help you or point you to the person who can help you with this.

Thank you,

Natasha Roberson

MGR OSP PLNG & ENGRG DESIGN, Wireline Access – Southeast, Florida Engineering

AT&T

450 N. Goldenrod Road, Orlando, FL 32807
M: 407-761-6792| nr321r@att.com

- ***All correspondence and coordination herein is with regards to BellSouth Telecommunications, LLC d/b/a AT&T Florida (ATT-D) which is not responsible for facilities owned and managed by AT&T Corp (ATT-T). Any questions with regards to ATT-T facilities should be addressed to Inquiries@pea-inc.net***

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From: Elizabeth Wrenn <ewrenn@hollyhillfl.org>
Sent: Tuesday, May 10, 2022 3:22 PM
To: ROBERSON, NATASHA <nr321r@att.com>; SANTIAGO, EVELYN A <es1079@att.com>
Cc: CASTRO JR., MARCOS <mc5781@att.com>; Antoine Khoury <akhoury@hollyhillfl.org>
Subject: Re: Account # 417 22D-6519 115 3

Hi Natasha and Evelyn,

I believe Nathan is no long with your company and have been instructed to direct this email to you in hopes that you can assist me.

My name is Beth and I work for the City of Holly Hill Public Works Dept.

The City has an ongoing project for the undergrounding of utilities along US1 in Holly Hill, FL. I received the attached invoice and am looking to find out what exactly this is for and also to see if it may have already been paid?

If you could help me I would appreciate it.

Thank you very much,

Beth Wrenn, Administrative Assistant

Department of Public Works
453 LPGA Blvd.

Holly Hill, FL 32117

T-386-248-9463
F-386-248-9499
bwrenn@hollyhillfl.org

www.hollyhillfl.org

HOLLY HILL
FLORIDA

On Tue, May 10, 2022 at 3:14 PM Elizabeth Wrenn <ewrenn@hollyhillfl.org> wrote:

Attachment: Exhibit C - Email Thread with AT&T (3850 : Approval of Additional Expenses for US1 Undergrounding Conversions with AT&T

Beth Wrenn, Administrative Assistant

Department of Public Works
453 LPGA Blvd.

Holly Hill, FL 32117

T-386-248-9463
F-386-248-9499
bwrenn@hollyhillfl.org

www.hollyhillfl.org

HOLLY HILL
FLORIDA

Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. The City of Holly Hill's policy does not differentiate between personal and business emails. This means email messages, including your e-mail address and any attachments and information we receive online might be disclosed to any person or media making a public records request. E-mail sent on the City system will be considered public and will only be withheld from disclosure if deemed confidential or exempt pursuant to State Law. If you are an individual whose identifying information is exempt under 119.071, Florida Statutes, please so indicate in your email or other communication. If you have any questions about the Florida public records law refer to Chapter 119 Florida Statutes.

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DAVIS, TIMOTHY R <td3242@att.com> Thu, Jul 28, 2022 at 2:40 PM
To: "CASTRO JR., MARCOS" <mc5781@att.com>, Elizabeth Wrenn <ewrenn@hollyhillfl.org>, "ROBERSON, NATASHA" <nr321r@att.com>
Cc: "SANTIAGO, EVELYN A" <es1079@att.com>, "REYNOLDS, DUANE" <dr5686@att.com>, Antoine Khoury <akhoury@hollyhillfl.org>, "Peoria-QA@cctools.att-mail.com" <Peoria-QA@cctools.att-mail.com>

I sent a request to our finance team and they sent me what is attached to provide to the city.

Tim

[Quoted text hidden]

Attachment: Exhibit C - Email Thread with AT&T (3850 : Approval of Additiional Expenses for US1 Undergrounding Conversions with AT&T

6010 for A0095R7.txt
3K

Elizabeth Wrenn <ewrenn@hollyhillfl.org> Wed, Aug 3, 2022 at 9:51 AM
To: "DAVIS, TIMOTHY R" <td3242@att.com>
Cc: "CASTRO JR., MARCOS" <mc5781@att.com>, "ROBERSON, NATASHA" <nr321r@att.com>, "SANTIAGO, EVELYN A" <es1079@att.com>, "REYNOLDS, DUANE" <dr5686@att.com>, Antoine Khoury <akhoury@hollyhillfl.org>, "Peoria-QA@cctools.att-mail.com" <Peoria-QA@cctools.att-mail.com>

Good morning,

Thank you for the breakdown.

I would like to ask if you can provide clarification on the miscellaneous expense of $99,283.70 and corporate overhead loadings of $86,148.68.

Thank you,

Beth Wrenn, Administrative Assistant
Department of Public Works
453 LPGA Blvd.
Holly Hill, FL 32117
T-386-248-9463
F-386-248-9499
bwrenn@hollyhillfl.org
www.hollyhillfl.org

HOLLY HILL
FLORIDA

[Quoted text hidden]

DAVIS, TIMOTHY R <td3242@att.com> Wed, Aug 3, 2022 at 1:38 PM
To: Elizabeth Wrenn <ewrenn@hollyhillfl.org>
Cc: "CASTRO JR., MARCOS" <mc5781@att.com>, "ROBERSON, NATASHA" <nr321r@att.com>, "SANTIAGO, EVELYN A" <es1079@att.com>, "REYNOLDS, DUANE" <dr5686@att.com>, Antoine Khoury <akhoury@hollyhillfl.org>, "Peoria-QA@cctools.att-mail.com" <Peoria-QA@cctools.att-mail.com>

Good afternoon Elizabeth. Below is what I was provided by finance. I'm not sure what else I'll be able to provide. Thank you.

Miscellaneous Expense is for charges related Motor Vehicle, Provisioning, exempt material and other expenses related to the project.

Here's the breakdown from the report:

Minor and Miscellaneous Expense:	
Motor Vehicle	22,311.34
Other Expense	12,133.19
Provisioning Expense	12,245.53

Attachment: Exhibit C - Email Thread with AT&T (3850 : Approval of Additional Expenses for US1 Undergrounding Conversions with AT&T

Exempt Material	52,593.64
Vendor Other	0.00

	$99,283.70

Corporate Overhead Loadings are the indirect labor cost on billing projects. This does not book directly to the project, and instead is calculated as a percentage of the overall cost of the project.

Timothy R. Davis

Area Mgr Osp Plng & Eng Design

Network Engineering & Operations

AT&T [DBA BellSouth Telecommunications, LLC]

712 Florida Ave, Cocoa, FL 32922

m 321-514-3678 | o 321-690-2097 | tim.r.davis@att.com

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Attachment: Exhibit C - Email Thread with AT&T (3850 : Approval of Additional Expenses for US1 Undergrounding Conversions with AT&T

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **August 23, 2022**
FROM: **Valerie Manning**
SUBJECT: **Minutes - August 9, 2022 Regular City Commission Meeting**
NUMBER: **(ID # 3865)**
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from August 9, 2022 regular City Commission meeting.

MOTION:

Approve the minutes as submitted by staff.

- Minutes - August 9, 2022 Regular City Commission meeting (PDF)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES ● AUGUST 9, 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	Absent	
Penny Currie	District 2 - Commissioner	Present	
John C. Danio	District 3 - Commissioner	Present	
Roy Johnson	District 4 - Commissioner	Present	

b. Invocation by City Commissioner Penny Currie
Commissioner Currie phoned into the meeting tonight because she had still tested positive for COVID-19. Commissioner Currie was present for the entire meeting via telephone.

Commissioner Currie led the invocation.

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

2. PUBLIC COMMENTS

The following individual came forward to speak to the Mayor and City Commissioners:

Jim Legary, Holly Hill.

3. APPROVAL OF MINUTES

1.

Minutes - July 26, 2022 - Budget Workshop, July 26, 2022 Regular City Commission Meeting, and July 26, 2022 Workshop with WastePro

(Requested by Valerie Manning, City Clerk)
Mayor Via opened public participation. No one spoke.

Attachment: Minutes - August 9, 2022 Regular City Commission meeting (3865 : Minutes)

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

Enacted and approved this 9th day of August, 2022, in Holly Hill

4. CONSENT AGENDA - ITEM (1)

1.

Volusia County - Justice Assistance Grant (JAG) Agency Funding Allocation - FY21-22

(Requested by Valerie Manning, City Clerk)
Mayor Via opened public participation. No one spoke.

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

Enacted and approved this 9th day of August, 2022, in Holly Hill

5. REGULAR AGENDA

1. -2022-R-55 Resolution

A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2021-2022 Annual Operating, Capital Projects and General Fund Budget; Approving a Budget Amendment to Fund Landscaping Projects Approved by Resolution 2022-R-30 by Transfer of Budget Between Funds; Providing for Severability; and Providing for an Effective Date.

(Requested by Michele Moore, Finance)
Mayor Via opened public participation. No one spoke.

Attachment: Minutes - August 9, 2022 Regular City Commission meeting (3865 : Minutes)

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

RESOLUTION
2022-R-55
A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2021-2022 ANNUAL OPERATING, CAPITAL PROJECTS AND GENERAL FUND BUDGET; APPROVING A BUDGET AMENDMENT TO FUND LANDSCAPING PROJECTS APPROVED BY RESOLUTION 2022-R-30 BY TRANSFER OF BUDGET BETWEEN FUNDS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2021-2022 ANNUAL OPERATING, CAPITAL PROJECTS AND GENERAL FUND BUDGET; APPROVING A BUDGET AMENDMENT TO FUND LANDSCAPING PROJECTS APPROVED BY RESOLUTION 2022-R-30 BY TRANSFER OF BUDGET BETWEEN FUNDS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill has certain projects commencing October 1, 2021, which have now been funded by other sources outside the City; and

WHEREAS, the City of Holly Hill City Commission adopted Resolution 2021-R-73 approving the Annual Operating Budget for Fiscal Year 2021-2022; and

WHEREAS, the City of Holly Hill City Commission desires to appropriate the underutilized funds in other projects for continuation and completion of certain City beautification projects and to set forth and appropriate certain revenues and expenses.

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

SECTION 1. BUDGET AMENDMENT. The project funds hereby redistributed as set forth in Composite Exhibit "A" attached hereto, which reflects revenues and corresponding expenditures for the designated projects for fiscal year 2021-2022 budget.

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. The Budget item adopted in the preceding

Attachment: Minutes - August 9, 2022 Regular City Commission meeting (3865 : Minutes)

section shall govern the expenditures relating to operations and projects for the City during the current fiscal year effective October 1, 2021 through September 30, 2022. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 9th day of AUGUST, 2022.

Enacted and approved this 9th day of August, 2022, in Holly Hill

2. -2022-R-56 Resolution

A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Amending the Comprehensive City Wide Adopted Fee Schedule for the City of Holly Hill for the Fiscal Year 2022-2023; Providing for Severability; and Providing for an Effective Date.

(Requested by Susan Lincoln, Finance)
Mr. Forte informed the Mayor and Commissioners that he would like to pull this item until the next meeting, August 23, 2022 at 6:00 PM because Finance was just informed by a citizen that there may be a difference in a few of the amounts and they would like to check that again before the Commission adopts it.

RESULT:	**PULLED BY CITY MANAGER**	**Next: 8/23/2022 6:00 PM**

6. PUBLIC HEARINGS - NONE

7. COMMUNICATIONS

A. City Manager & Staff Comments

a.

Payroll and Holiday Calendar FY2022-2023

(Requested by Valerie Manning, City Clerk)
Mr. Forte informed the Mayor and Commissioner that this is for informational purposes only and explained to them the floating holiday. There was no discussion amongst the Commission on this topic. Mr. Forte informed the Mayor and Commissioners that the Overhead to Underground Phase 3 is moving forward; there will be a workshop on August 23rd at 5:00 PM in regards to the Veterans Memorial monument and DAV and the American Legion have been contacted to attend that workshop if they would like to; showed various mural pictures that Natasha from Save the Arts Movement would like to paint on the bridges on Center Avenue. There was ***consensus*** to pick two murals with a couple of changes pertaining to the animals on the murals. Mr. Forte mentioned that he has worked on a Press Release announcement for the public for the Veterans Memorial monument. The Press

Attachment: Minutes - August 9, 2022 Regular City Commission meeting (3865 : Minutes)

Release will be to seek the assistance of anyone who knows of any person who was born or raised in Holly Hill who died while serving on active duty in any branch of the United States Military. The center stone of the monument will be inscribed with the names of those who died honorably while on active duty.

B. City Attorney Comments
None.

C. City Commission Comments
Commissioner Currie thanked Scott for setting her up to be able to phone-in to the meeting tonight and thanked everyone for their prayers as she continues to get better.

Commissioner Danio mentioned how nice the parks are looking.

Commissioner Johnson mentioned that his project, Volusia Sports Center on Nova Road, is moving along nicely.

D. Mayor's Comments
Mayor Via mentioned the upcoming cleanup dates with Ariel Kavanagh. October 22nd from 9:00 AM to 11:00 AM will be at LPGA Blvd., 574 LPGA Blvd.; mentioned the Veterans Memorial and that it's moving along and is looking forward to the workshop on August 23rd to discuss it further.

8. ADJOURNMENT

The meeting adjourned at approximately 6:30 PM.

Attachment: Minutes - August 9, 2022 Regular City Commission meeting (3865 : Minutes)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **August 23, 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 to Facilitate the Establishment of a New Monitoring Well and Installation of the Golf Course Pond Valve at a Cost of $14,480.00; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2022-R-58**
APPLICANT:
PLANNER:

DISCUSSION:

The City is required to do sampling of groundwater where reclaimed water is being used for irrigation. The existing well has had some collapsing of the interior that skewed some of the samples that were collected. The purpose is to establish a new monitoring well in the vicinity of the existing monitoring well.

The valve installment will be to remotely control the reclaimed water that is going to the golf course via the SCADA system and allow the ability to shut that valve off remotely when the need arises and not turn off the supply pumps at the plant that is/will be serving other users with reclaimed water as part of SB 64 requirements to reduce and eliminate the discharge of reclaimed water into the Halifax River.

The City has received a proposal from Parker Mynchenberg & Associates for professional engineering services to include design phase, bidding assistance, contract administration and project certification at a cost of $14,480.00. Their proposal is attached as Exhibit A.

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 $14,480.00 for the professional consultant services has been budgeted in account number 407-8110-580.63-00 and Project Code 22WW06.

STAFF RECOMMENDATION:

Authorize the City Manager to enter into an agreement with Parker Mynchenberg & Associates, Inc., to provide professional consultant services to facilitate the establishment of a new monitoring well in the vicinity of the existing one and installation of the golf course pond valve.

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 TO FACILITATE THE ESTABLISHMENT OF A NEW MONITORING WELL AND INSTALLATION OF THE GOLF COURSE POND VALVE AT A COST OF $14,480.00.

ATTACHMENTS:

- Exhibit A - Parker Mynchenberg Proposal (PDF)

Resolution No. 2022-58

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 TO FACILITATE THE ESTABLISHMENT OF A NEW MONITORING WELL AND INSTALLATION OF THE GOLF COURSE POND VALVE AT A COST OF $14,480.00; 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 TO FACILITATE THE ESTABLISHMENT OF A NEW MONITORING WELL AND INSTALLATION OF THE GOLF COURSE POND VALVE AT A COST OF $14,480.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as part of the SB 64 requirements to reduce and eliminate the discharge of reclaimed water into the Halifax River, the City desires to install a new monitoring well in the vicinity of the existing one and install a remote control valve to operate the supply pumps; and

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

WHEREAS, Parker Mynchenberg & Associates submitted a proposal to provide professional engineer services at a cost of $14,480.00.

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

SECTION 1. That the City Commission of the City of Holly Hill does hereby authorize the City Manager to enter into an agreement with Parker Mynchenberg and Associates, Inc., to provide professional services for the establishment of a new monitoring well and a remote control valve at the golf course.

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 23rd day of AUGUST, 2022.

PARKER MYNCHENBERG & ASSOCIATES, INC.

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

Attachment: Exhibit A - Parker Mynchenberg Proposal (2022-R-58 : Professional Services Approval for Monitoring Well and Golf Course Pond

February 14, 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
Golf Course Pond Valve and Monitoring Well
Professional Engineering Services Proposal

Dear Mr. Dally:

I am pleased to offer the Professional Engineering Services associated with two (2) projects at the Golf Course:

1. New reclaimed water pressure sustaining valve with telemetry controls
2. Relocate groundwater monitoring well

These projects will include design, permitting, bidding assistance, 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. 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. Florida Department of Environmental Protection (FDEP)
    a. Prepare and submit FDEP Wastewater Permit Application

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 – MISCELLANEOUS

1. Electrical Subconsultant Allowance
2. 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)

Attachment: Exhibit A - Parker Mynchenberg Proposal (2022-R-58 : Professional Services Approval for Monitoring Well and Golf Course Pond

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

PART A – DESIGN PHASE:	**$**	**6,505.00**
PART B – BIDDING ASSISTANCE:	**$**	**3,430.00**
PART C – CONTRACT ADMINISTRATION:	**$**	**3,245.00**
PART D – MISCELLANEOUS:	**$**	**1,300.00**
TOTAL:	**$**	**14,480.00**

FOURTEEN THOUSAND FOUR HUNDRED EIGHTY DOLLARS AND 00/100

Please note that miscellaneous expenses such as reproducibles, 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.

Attachment: Exhibit A - Parker Mynchenberg Proposal (2022-R-58 : Professional Services Approval for Monitoring Well and Golf Course Pond

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: 02/17/2022

FOR: THE CLIENT

BY: _____

TITLE: _____

DATE: _____

Attachment: Exhibit A - Parker Mynchenberg Proposal (2022-R-58 : Professional Services Approval for Monitoring Well and Golf Course Pond

HOURLY RATE SCHEDULE

Principal Engineer	$200.00/hour
Senior Project Engineer	$175.00/hour
Landscape Architect	$175.00/hour
Project Engineer	$110.00/hour
Senior CAD Technician	$110.00/hour
CAD Technician	$ 90.00/hour
Clerical	$ 45.00/hour

STANDARD RATE FOR MISCELLANEOUS EXPENSES

PRINTS

24”x36”	$1.50/ea.
30”x42”	$2.25/ea.
36”x48”	$3.00/ea.
42”x60”	$4.50/ea.

REPRODUCIBLES

Mylar	$12.00/ea.

COPIES

8.5”x11”	$0.18/ea.
8.5”x14”	$0.25/ea.
11”x17”	$0.30/ea.
Color	$0.99/ea.

OTHER

Mileage	$0.565/mile
Postage	Current Rate
Phone Calls	As Billed

Attachment: Exhibit A - Parker Mynchenberg Proposal (2022-R-58 : Professional Services Approval for Monitoring Well and Golf Course Pond

Attachment: Exhibit A - Parker Mynchenberg Proposal (2022-R-58 : Professional Services Approval for

FEE MATRIX

Task	Description	Senior Project Engineer (PE) $ 175	Senior CAD Technician $ 110	Clerical $ 45	Man Hours	Cost	Total
PART A – DESIGN PHASE							
1)	Coordinate with Owner	**1**	**-**	**-**	1.0	$175.00	
2)	Coordinate with Consultants	**1**	**4**	**2**	7.0	$705.00	
3)	Prepare Construction Plans and Specifications						
	60% Plans and Specifications	**6**	**16**	**4**	26.0	$2,990.00	
	90% Plans and Specifications	**4**	**8**	**2**	14.0	$1,670.00	
4)	Submit Plans for Review	**1**	**-**	**-**	1.0	$175.00	
5)	Plan Revisions	**2**	**2**	**-**	4.0	$570.00	
6)	Florida Department of Environmental Protection	**1**	**-**	**1**	2.0	$220.00	**$6,505.00**
PART B - BIDDING ASSISTANCE							
1)	Prepare bid documents to City Standards	**4**	**4**	**4**	12.0	$1,320.00	
2)	Attend Pre-Bid Meeting	**2**	**-**	**1**	3.0	$395.00	
3)	Provide Responses to Bidder Questions	**2**	**2**	**1**	5.0	$615.00	
4)	Prepare Addenda	**2**	**2**	**2**	6.0	$660.00	
5)	Review Bids and Prepare Bid Tabulation	**1**	**-**	**1**	2.0	$220.00	
6)	Prepare an Award Recommendation Letter	**1**	**-**	**1**	2.0	$220.00	**$3,430.00**
PART C – CONTRACT ADMINISTRATION							
1)	Contract Administration	**12**	**2**	**2**		$2,410.00	
2)	Project Close-Out	**2**	**4**	**1**	7.0	$835.00	**$3,245.00**
PART D - MISCELLANEOUS							
1)	Electrical Engineer Allowance	**-**	**-**	**-**	0.0	$1,000.00	
2)	Expenses (including reproducibles, mileage, postage, etc.)	**-**	**-**	**-**	0.0	$300.00	**$1,300.00**
	Sub-Total Man-Hours	42	44	22	92		
	Sub-Total	$7,350.00	$4,840.00	$990.00		$14,480.00	**$14,480.00**
	Total					**$14,480.00**	

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **August 23, 2022**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Proposed Task Order Submitted by Mead and Hunt, Inc., for Parts a & B of Phase 3 of the Conversion of the Overhead to Underground Utilities, and Authorize the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2022-R-59**
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill continues to move forward with the conversion of overhead to underground utilities in an effort to strengthen the infrastructure and enhance the overall appearance of the city of Holly Hill.

City staff desires to complete the utility undergrounding effort for the remaining portion of US1 from Walker Street to the north City limits as Phase 3 of the conversion of overhead to underground utilities. The overall project will involve five parts as listed below:

- Part A - Utility Company Engagement/Data Collection
- Part B - Easement Acquisition
- Part C - Utility Service (Secondaries) Conversions
- Part D - Utility Conduit Installation/Traffic Operations Undergrounding
- Part E - Utility Installation and Removal of Overhead

Staff desires to proceed with Parts A and B at this time. The remaining parts will be initiated at a later date and be addressed in separate scopes of services and fee estimates and/or change orders to this scope of services and fee estimate from Mead and Hunt, Inc.

FISCAL ANALYSIS:

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

Mead and Hunt, Inc., has submitted a proposed task order to include project management, utility

engagement, data collection, easement acquisition and reimbursables for Parts A & B of the conversion of overhead to underground utilities at a cost of $64,535.27.

Funding for this project for the professional consultant services has been budgeted in account number 139-8110-580-3400 and Project Code 22-ST-04.

STAFF RECOMMENDATION:

Approve the proposed task order submitted by Mead and Hunt, Inc., for Engineering/CEI Services for Parts A & B of Phase 3 of the conversion of overhead to underground utilities and authorize the City Manager to execute the same.

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 #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 PROPOSED TASK ORDER SUBMITTED BY MEAD AND HUNT, INC., FOR PARTS A & B OF PHASE 3 OF THE CONVERSION OF THE OVERHEAD TO UNDERGROUND UTILITIES AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME IN THE AMOUNT OF $64,535.27.

ATTACHMENTS:

- HH US1 Undergrounding Phase 3 Parts A and B_081222_bmf (PDF)

Resolution No. 2022-59

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PROPOSED TASK ORDER SUBMITTED BY MEAD AND HUNT, INC., FOR PARTS A & B OF PHASE 3 OF THE CONVERSION OF THE OVERHEAD TO UNDERGROUND UTILITIES, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PROPOSED TASK ORDER SUBMITTED BY MEAD AND HUNT, INC., FOR PARTS A & B OF PHASE 3 OF THE CONVERSION OF THE OVERHEAD TO UNDERGROUND UTILITIES, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill desires to continue to pursue the undergrounding of utilities within the CRA corridor on US1 from Walker Street to the north City limits; and

WHEREAS, Mead and Hunt, Inc., has submitted a task order to provide professional engineering services necessary to complete Parts A & B of Phase 3 of the Conversion of the Overhead to Underground Utilities Project.

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

SECTION 1. The City Commission approves the proposed task order submitted by Mead and Hunt, Inc. for Parts A & B of Phase 3 of the Conversion of the Overhead to Underground Utilities Project.

SECTION 2. The City Commission authorizes the City Manager to execute the proposed task order submitted by Mead and Hunt, Inc.

SECTION 3. 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. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 23rd day of AUGUST, 2022.

Attachment: HH US1 Undergrounding Phase 3 Parts A and B_081222_bmf (2022-R-59 : US1 Undergrounding Phase 3 Parts a and B Engineering

August 12, 2022

Antoine Khoury PE
City Engineer/Public Works Director
City of Holly Hill
453 LPGA Blvd
Holly Hill, FL 32117

Email: akhoury@hollyhillfl.org

Subject: US1 Undergrounding Phase 3 Parts A & B

Dear Mr. Khoury,

We are pleased to present the enclosed scope of services and fee estimate for the above referenced project. The attached scope of services describes, in detail, what our firm understands to be required for this part of the utility undergrounding project. We look forward to the opportunity to work with the City on this project. If you have any questions or comments, please contact our office.

Sincerely,
MEAD & HUNT, Inc.

David King, PE
Vice President

John Mischle
Project Manager

DAK/JM:bf

Attachments: Scope of Services and Fee Estimate
Estimated Manhour Schedule

SCOPE OF SERVICES AND FEE ESTIMATE
FOR
US1 UTILITY UNDERGROUNDING PHASE 3, PARTS A & B

This Task Order is in conformance with the Professional Consultant Services Agreement for Professional Design/CEI Services for Roadways, Stormwater and Utilities Projects, RFQ #22-PW-01 dated January 25, 2022, between the City of Holly Hill (CITY) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

GENERAL

The CITY desires to complete the utility undergrounding effort for the remaining portion of US1 from Walker Street to the north CITY limits. The overall project will involve five parts as listed below:

- Part A - Utility Company Engagement/Data Collection
- Part B - Easement Acquisition
- Part C - Utility Service (Secondaries) Conversions
- Part D - Utility Conduit Installation/Traffic Operations Undergrounding
- Part E - Utility Installation and Removal of Overhead

The CITY desires to proceed with Parts A and B at this time. The remaining parts will be initiated at a later date and be addressed in separate scopes of services and fee estimates and/or change orders to this scope of services and fee estimate.

SCOPE OF SERVICES

After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

PHASE 1 – PROJECT MANAGEMENT

MEAD & HUNT's Project Manager (PM) will initiate the project and manage the budget and schedule, manage project staffing, coordinate subconsultant work, review/process subconsultant invoices, manage project coordination, and schedule quality management processes for work products. The PM will monitor progress throughout the project and prepare monthly invoices for the CITY. It is assumed that these Parts A and B services will cover an estimated 8-month period. MEAD & HUNT will conduct a project kick-off meeting with the project team and CITY staff to review project goals, scope of work, project schedule and administrative issues. Following the meeting, MEAD & HUNT will prepare a written summary of the project meeting and distribute to the attendees. MEAD & HUNT will document the progress of the work via monthly progress reports and virtual progress meetings. MEAD & HUNT will prepare a list of issues, action items and action item responsible parties discussed at progress meetings and distribute such to the project team. Upon receipt of the utility company designs and binding cost estimates, MEAD & HUNT will prepare a technical memorandum describing the completed efforts and estimated project costs and timeframes to complete the project. Deliverables: Kick-Off Meeting Agenda and Summary, Monthly Progress Reports and Action Items, Monthly Invoices, Technical Memorandum

Attachment: HH US1 Undergrounding Phase 3 Parts A and B_081222_bmf (2022-R-59 : US1 Undergrounding Phase 3 Parts a and B Engineering

PHASE 2 – UTILITY ENGAGEMENT

The following activities are required for engagement of the utility companies and other aerial facility owners along the route. MEAD & HUNT will complete the activities as noted and provide documentation of such activities to the City via copies of correspondence to/from utility companies:

- Florida Power & Light (FPL)
  - CITY to request/receive Ballpark Estimate and Engineering Deposit from FPL.
  - FPL will issue Engineering Deposit invoice to CITY; CITY to issue payment to FPL.
  - MEAD & HUNT will provide preliminary route survey product to FPL (see DATA COLLECTION below).
  - MEAD & HUNT to coordinate with FPL to identify preliminary layout of equipment locations
  - MEAD & HUNT will conduct field and desktop reviews of the locations and discuss the expected viability of such with CITY. Alternate locations to be identified as needed.
  - MEAD & HUNT will convey preliminary acceptability of or alternates for the locations.
  - FPL to provide final design and binding cost estimate
  - MEAD & HUNT to review FPL's design and confirm that the CITY's project goals are being addressed.
  - MEAD & HUNT will maintain additional documentation of efforts to mitigate impacts to the project workflow by expected changes in FPL personnel.
- AT&T
  - Same process as FPL, except MEAD & HUNT will request Ball Park Estimate and Engineering Deposit from AT&T.
- Spectrum
  - Same process as FPL, except MEAD & HUNT will request Ball Park Estimate and Engineering Deposit from Spectrum.
- Volusia County/FDOT Intelligent Transportation System (ITS)
  - MEAD & HUNT will contact Volusia County and FDOT to request determination of existence of existing overhead ITS facilities along route.
  - If existing ITS facilities, confirm the type/size with Volusia County/FDOT and verify requirements for replacement with underground ITS facilities.
- Other Aerial Facilities
  - MEAD & HUNT will utilize the Sunshine One Call system to determine the existing utilities along route. It is assumed that one additional aerial utility facility does exist along the corridor.
  - Same process as FPL, except MEAD & HUNT will request Ball Park Estimate and Engineering Deposit from utility company.
- City of Ormond Beach
  - MEAD & HUNT will coordinate with City of Ormond Beach as needed due to the potential of one or more of the utility companies desiring to transition back to existing overhead facilities beyond the CITY's limits and thus requiring work within the City of Ormond Beach.

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PHASE 3 – DATA COLLECTION

MEAD & HUNT will assemble preliminary route survey product using past CITY project surveys/as-builts and other readily available mapping and GIS data. The preliminary route survey will designate CITY-owned properties along the route for utility companies' consideration for placement of utility equipment. Mead & HUNT will solicit proposal from and coordinate work by Southeastern Surveying and Mapping Corporation (SSMC) to conduct a route survey. SSMC will contract directly with the CITY. Upon receipt of that route survey by SSMC, MEAD & HUNT will convey such to the utility companies for the use in their undergrounding design. Deliverables: Preliminary route survey, documentation of coordination efforts

PHASE 4 – EASEMENT ACQUISITION

The CITY will be responsible for easement acquisition efforts with MEAD & HUNT assisting as described below. MEAD & HUNT will solicit proposal(s) from and coordinate work by Myer Land Surveying (MLS) for easement sketches and descriptions. Coordination may include providing direction to MLS for orientation of easements for the utility equipment. MLS will contract directly with the CITY. MLS work may also include temporary staking of proposed easements for review by property owners. MEAD & HUNT to assist the CITY with a limited amount of site visits/property owner discussions. MEAD & HUNT will prepare a project map designating the properties along the route based on information from the Volusia County Property Appraiser to be maintained throughout the CITY's easement acquisition efforts to designate the and property owner information, addresses, acquired easements, and easement recording book and pages. If needed, MEAD & HUNT will coordinate design changes by the utility companies due to variations in the easements that are acquired. Deliverables: Project map, documentation of coordination efforts

PHASE 5 – REIMBURSABLES

This phase includes allowances for the cost for reimbursables and other out-of-pocket costs such as reproductions, postage, travel outside of Volusia County, etc. Items included in this phase will be billed at actual cost.

EXCLUSIONS

This scope of services excludes all items not specifically described herein and specifically the following:

- Services related to Part C, D and E of the project
- Funding assistance

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SCHEDULE

Mead & Hunt estimates the work included in this task order will be completed in accordance with the following schedule:

Phase/Task	Estimated Duration to Complete	Starting Upon	Controlling Factor(s)
Phase 1 – Project Management	8 months	Receipt of notice to proceed	Factors below
Phase 2 – Utility Engagement	4 months	Receipt of notice to proceed	Responsiveness of utility companies
Phase 3 – Data Collection	3 months	Receipt of notice to proceed	SSMC work completion
Phase 4 – Easement Acquisition	8 months	Receipt of notice to proceed	Easement acquisition by CITY, MLS work completion

COMPENSATION

The not-to-exceed cost for this Scope of Services is **$64,535.27** based on the following breakdown and attached estimated manhour schedule.

Phase	Fee/Cost	Basis
Phase 1 – Project Management	$16,123.24	Lump Sum
Phase 4 – Utility Engagement	$20,266.39	Lump Sum
Phase 5 – Data Collection	$12,848.48	Lump Sum
Phase 4 – Easement Acquisition	$14,097.16	Lump Sum
Phase 5 – Reimbursables (Allowance)	$1,200.00	Actual Cost
TOTAL	**$64,535.27**	

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AUTHORIZATION:

The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by MEAD & HUNT.

Accepted by:	CITY OF HOLLY HILL	Approved by:	MEAD & HUNT, INC.
By:		By:	
Name:		Name:	David King, PE
Title:		Title:	Vice President
The above person is authorized to sign for Client and bind the Client to the terms hereof.			
Date:		Date	8/12/22

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT, INC.'s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF HOLLY HILL, 1065 RIDGEWOOD AVENUE, HOLLY HILL, FL 32117, City Clerk, Valerie Manning, (386) 248-9441, cityclerk@hollyhillfl.org.

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Mead & Hunt

CITY OF HOLLY HILL
US1 UTILITY UNDERGROUNDING PHASE 3, PARTS A AND B
HOLLY HILL
ESTIMATED MANHOUR SCHEDULE
August 12, 2022

	Hourly Rate	$ 288.51	$ 242.98	$ 207.77	$ 172.19	$ 155.82	$ 113.89	$ 97.02	$ 71.81	
Phase	**Contract Position Title**	**Project Director**	**Project Manager**	**Senior Project Engineer**	**Project Engineer**	**Senior Designer**	**Engineer Intern**	**Designer**	**Adminstrative Support**	**Phase/Task Subtotal**
1	**Project Management**									
	Kick-off meeting	2	4	0	0	0	2	0	4	$ 2,063.96
	Monthly progress reports and meetings, action item followups	8	16	0	0	0	16	0	16	$ 9,166.96
	Technical memorandum	2	4	0	8	0	16	0	2	$ 4,892.32
	Subtotals	**12**	**24**	**0**	**8**	**0**	**34**	**0**	**22**	**$ 16,123.24**
2	**Utility Engagement**									
	Ballpark estimate/enginering deposit request	2	8	0	0	2	0	0	2	$ 2,976.12
	Provide prelimary survey	0	2	0	0	4	0	0	1	$ 1,181.05
	Coordinate equipment locations	0	8	0	0	0	8	0	1	$ 2,926.77
	Review equipment locations	2	4	0	0	0	4	0	1	$ 2,076.31
	Review final designs	4	8	0	0	0	4	0	1	$ 3,625.25
	Maintain additional documentation	0	8	0	0	0	4	0	4	$ 2,686.64
	ITS coordination	2	4	0	0	0	2	0	1	$ 1,848.53
	Other aerial facilities coordination	1	2	0	0	1	2	0	1	$ 1,229.88
	City of Ormond Beach coordination	1	4	0	0	1	2	0	1	$ 1,715.84
	Subtotals	**12**	**48**	**0**	**0**	**8**	**26**	**0**	**13**	**$ 20,266.39**
3	**Data Collection**									
	Assemble preliminary survey	2	6	0	0	30	4	20	1	$ 9,177.27
	Coordinate SSMC work	1	6	0	0	4	0	0	1	$ 2,441.48
	Transmit survey to utility companies	1	2	0	0	2	0	0	2	$ 1,229.73
	Subtotals	**4**	**14**	**0**	**0**	**36**	**4**	**20**	**4**	**$ 12,848.48**
4	**Easement Acquisition**									
	Coordinate MLS work	2	8	0	0	0	0	0	2	$ 2,664.48
	Assist CITY with site visits/property owner discussions	4	12	0	0	0	0	0	1	$ 4,141.61
	Prepare/maintain project map	1	4	0	0	0	4	30	1	$ 4,698.40
	Coordinate utility design changes	2	8	0	0	0	0	0	1	$ 2,592.67
	Subtotals	**9**	**32**	**0**	**0**	**0**	**4**	**30**	**5**	**$ 14,097.16**
	TOTAL ALL TASKS	**37**	**118**	**0**	**8**	**44**	**68**	**50**	**44**	**$ 63,335.27**
5	**Reimbursables Breakdown:**								Subs/Reimbursables	$ 1,200.00
	Description	Amount							**GRAND TOTAL**	**$ 64,535.27**
	Printing/Reproduction/Postage/Mileage	$ 1,200.00								
	Total	**$ 1,200.00**								

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HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **August 23, 2022**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Award of the WTP Chlorine Canopy Replacement Project to Razorback, LLC in an Amount Not to Exceed $298,000.00 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2022-R-60**
APPLICANT:
PLANNER:

DISCUSSION:

Despite proper advertising, the city has received only one (1) bid for the Water Treatment Plant Chlorine Canopy Replacement Project. The bid received is from Razorback, LLC in the amount of $298,000, and is attached as Exhibit A. The City's engineer of record for this project, Mead & Hunt, contacted references and found that Razorback, LLC has no negative reports, performs quality work, is responsive and is reasonable to work with. Mead & Hunt's bid evaluation is attached as Exhibit B. The City has worked with Razorback, LLC on a prior project and also found them to a be quality contractor.

City staff recommends that the city award this project in an amount not to exceed of $298,000.00 to Razorback, LLC.

FISCAL ANALYSIS:

There is $110,000 budgeted into the current fiscal year for this project under account number 407-8110-580-63-00 and project code 22-WA-01. A budget amendment is needed in order to fund this project and the request is attached as Exhibit C.

STAFF RECOMMENDATION:

Staff recommends Commission approve the award of the Water Treatment Plant Chlorine Canopy Replacement project to Razorback, LLC and authorize the City Manager to execute the same in an amount not to exceed of $298,000.00.

COMMISSION GOAL:

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

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

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

MOTION:

APPROVE THE AWARD OF THE WATER TREATMENT PLANT CHLORINE CANOPY REPLACEMENT PROJECT TO RAZORBACK, LLC AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME IN AN AMOUNT NOT TO EXCEED OF $298,000.00.

ATTACHMENTS:

- Exhibit A - Razorback LLC bid (PDF)
- Exhibit B - Engineer's Bid Evaluation and Recommendation (PDF)
- Exhibit C - Chlorine Hoist BAR (PDF)

Resolution No. 2022-60

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE AWARD OF THE WTP CHLORINE CANOPY REPLACEMENT PROJECT TO RAZORBACK, LLC IN AN AMOUNT NOT TO EXCEED $298,000.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE AWARD OF THE WATER TREATMENT PLANT CHLORINE CANOPY REPLACEMENT PROJECT TO RAZORBACK, LLC IN AN AMOUNT NOT TO EXCEED $298,000.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City received one (1) bid for the Water Treatment Plant Chlorine Canopy Replacement project from Razorback, LLC; and

WHEREAS, reference checks have indicated that Razorback, LLC is a responsive, responsible and quality contractor; and

WHEREAS, Razorback, LLC has performed prior work for the City in a quality manner; and

WHEREAS, City staff recommend that the Water Treatment Plant Chlorine Canopy Replacement project be awarded to Razorback, LLC.

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 award of the Water Treatment Plant Chlorine Canopy Replacement project to Razorback LLC in an amount not to exceed $298,000.00 and authorize the City Manager to execute the same.

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 23rd day of AUGUST, 2022.

SECTION 00 11 00 CITY OF HOLLY HILL
LOCAL BIDDER PREFERENCE

AFFIDAVIT OF ELIGIBILITY LOCAL BUSINESS

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

LEGAL NAME OF BUSINESS: Razorback LLC

Physical Address: 177 Anclote Road
Tarpon Springs, FL 34689

Mailing Address (if different) _____

Year your business was established in the City of Holly Hill: N/A

Business Tax Receipt Number Issued by the City of Holly Hill

BTR Number: _____ Date Issued: _____

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

_____

_____

_____

_____

_____

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

By: _____ Sworn to and subscribed before me this _____ day of _____ 20 _____

_____
Signature

_____
Signature of Notary (& Stamp)

Name, Typed or Printed _____
Notary Public, State of _____
Title, Typed or Printed _____
Mailing Address _____
City, State, Zip Code _____ Telephone Number _____
Personally Known _____ Or
Produced Identification (type of identification) _____

Attachment: Exhibit A - Razorback LLC bid (2022-R-60 : Award Approval of the WTP Chlorine Canopy Replacement Project to Razorback LLC)

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SECTION 00 30 00
PROPOSAL

FOR

CITY OF HOLLY HILL

WTP CHLORINE CANOPY REPLACEMENT
ITB# 22-WA-01

(To be completed in Duplicate)

Bidder's Name: Razorback LLC

Submitted: July 28, 2022

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

Gentlemen:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interest in the Proposal or the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he/she has made sufficient test holes and/or other subsurface investigations to fully satisfy self that such site is a correct and suitable one for this work and he/she assumes full responsibility therefore; that he/she is familiar with all legal requirements (Federal, State and local laws, ordinances, rules and regulations) pertaining to the Work; that he/she has examined the Drawings and Specifications for the work and from his/her own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and he/she has examined the other Contract Documents and all addenda relating thereto, and that he/she has satisfied himself/herself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder proposes and agrees, if this Proposal is accepted, to contract with the City of Holly Hill , (Owner) in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, transportation, and labor and to perform all work necessary to complete the Work specified in the Proposal and other Contract Documents.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the Work as stated in the Contract Form.

Attachment: Exhibit A - Razorback LLC bid (2022-R-60 : Award Approval of the WTP Chlorine Canopy Replacement Project to Razorback LLC)

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed and agreed liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the Work not being completed within the time limit stated in the Contract Form.

The Bidder further agrees to execute a Contract and furnish satisfactory Performance and Payment Bonds, each in the amount of one-hundred percent of the Contract price, and the required Certificates of Insurance, within ten consecutive calendar days after written notice being given by the Owner of the award of the Contract, and the undersigned agrees that in case of failure on his/her part to execute the said Contract, Performance and Payment Bonds and Insurance Certificates within ten (10) consecutive calendar days after the award of the Contract, the bid guarantee accompanying his/her bid and the money payable thereon shall be paid to the Owner as liquidation of damages sustained by the Owner; otherwise, the bid guarantee shall be returned to the undersigned within fifteen days after the Contract is signed and the Performance and Payment Bonds and Insurance Certificates are filed.

The undersigned agrees to accept as full compensation for completion of the project in full compliance with the Contract Documents, the unit prices for the items named in Section 00 31 00, Schedule of Unit Prices, submitted herein with this Proposal.

The undersigned offers to furnish all materials, equipment and labor for construction of,

WTP CHLORINE CANOPY REPLACEMENT

for the City of Holly Hill, Florida, complete in every respect in strict accordance with the drawings, specifications and any future changes therein. The Contractor shall perform these obligations for the prices listed in the "Schedule of Unit Prices: Section 00 31 00" attached and made a part of this Bid. **The bid total is:**

TWO HUNDRED NINTY EIGHT THOUSAND AND NO CENTS
(In Words)

Dollars $ 298,000.00 (In Figures)

COMPLETION TIME OF CONTRACT

The Contractor agrees that the work shall be started not later than the date indicated in the Notice to Proceed and that the total work shall be substantially completed within **60 days** and final completion within **30 days** of substantial completion.

The Contractor further agrees that for each calendar day, with the exception of Sundays and legal holidays that any work shall remain uncompleted after the stations completion times stipulated above the sum of **$1,000 (One Thousand Dollars)** per day shall be deducted from monies due the

contractor, not as a penalty, but as liquidated damages. If the Contractor is declared in default in accordance with the provisions of the Specifications, liquidated damages shall be charged as provided herein, and such amounts shall be deducted from the final amount payable to the Contractor or his/her Surety. Should the total amount chargeable as liquidated damages exceed the amount due or payable to the Contractor or his/her Surety, then such excess shall be paid to the Owner by the Contractor or his/her Surety.

SUPPLEMENTAL REQUIREMENTS

The following documents are attached to and made a condition of this bid:

Schedule of Unit Prices: Section 00 31 00
Statement of Bidder's Qualifications: 00 32 00
Listing of Subcontractors: Section 00 33 00
Listing of Previous Experience: Section 00 33 10
Bid Bond: Section 00 41 00
Public Entity Crimes Statement: Section 00 47 00
Anti-Collusion Statement: Section 00 48 00
Drug Free/Tie Preference Statement: Section 00 48 50
Compliance with the Public Records Law: Section 00 48 60
W9 Request for Taxpayer Identification Number and Certification: Section 00 48 70
Affidavit of E-Verify Form: Section 00 48 80
Trench Safety Affidavit: Section 00 49 00
Certificate as to Corporate Principal: Section 00 62 00
City of Holly Hill Insurance Requirements: Section 00 80 00A

REQUIRED DISCLOSURE

At its sole discretion, the City of Holly Hill, Florida may reject any bidder the City finds to lack, or whose present or former executive employees, officers, directors, stockholders, partners or owners are found by the City to lack honesty, integrity, or moral responsibility. The discretion of the City may be exercised based on the City's own investigation, public records, or any other reliable sources of information. By submitting a bid, bidder recognizes and accepts that the City may reject the bid based upon the exercise of its sole discretion and bidder waives any claim it might have for damages or other relief resulting from the rejection of its bid based on these grounds.

SCHEDULE OF MAJOR MANUFACTURERS AND SUPPLIERS

The equipment manufacturers/suppliers on this project shall be as delineated in the following schedule. Bidders should note that the Owner and Engineer have made rigorous investigations of equipment performance and features, and as a result, Bidders are to note that the contract price for this project shall be based on Base Bid equipment. The Base Bid equipment for this project falls under one of two categories. The first category is equipment that the Owner and Engineer have determined will be supplied by a sole source of supply, for which no substitutions or alternates will be entertained or allowed. Bidder is advised that offering of any alternatives to the sole source supplied equipment will be grounds for rejection of his bid as not responsive. The second category of equipment includes those items where the Owner and Engineer deem there to be more than one

Attachment: Exhibit A - Razorback LLC bid (2022-R-60 : Award Approval of the WTP Chlorine Canopy Replacement Project to Razorback LLC)

acceptable supplier of the particular item listed. The equipment which falls under these two categories is a shown on the subsequent pages of this Schedule of Major Manufacturers and Suppliers. Bidder is advised that the award of this Contract will be based solely on the use of Base Bid equipment.

The following comments relate only to the second category of equipment, where the Contract Documents are based upon the equipment or products available from the suppliers denoted as A, B, C, etc. below. These equipment manufacturers, along with the sole source suppliers constitute the Base Bid.

Provision is made in the Contract Documents for alternate manufacturers and suppliers whose equipment or product may be deemed equivalent in quality (see General Conditions). However, the Bidder must indicate in his Bid which Base Bid supplier he intends to use for each item of equipment listed by circling one of the listed manufacturers/suppliers. If the Bidder fails to indicate which listed manufacturer/supplier he intends to use if an alternate is rejected, he must use the supplier listed as "A". Also, if the Bidder circles more than one listed supplier, he must use the first supplier circled (unless an alternate is approved).

If the Bidder desires to propose one or more alternate manufacturers/suppliers, he may write in the name of such alternates in the spaces provided on the Alternate Manufactures/Suppliers page following the schedule. He must, nevertheless, also circle one of the listed manufacturers/suppliers because Bidders' Bid price must be based upon this Base Bid list. Wherever an alternate supplier is proposed, the Bidder must insert the amount to be deducted from the Contract Price (either lump sum or unit price) if the alternate supplier is eventually approved. If the proposed alternate supplier is determined "not equivalent" by the Engineer, the Bidder must use the circled supplier.

For any alternate supplier accepted by the Owner, the Contract Price will be reduced by the deductive amount stated in the Bid. However, the Contract Price will not be adjusted for any alternate supplier rejected.

Each proposed alternate will be evaluated in accordance with the General Conditions.

The deductive amount specified for alternate manufacturers/suppliers will not be used in determining the successful Bidder. Alternates will be considered only after award of the contract.

The Contractor shall reimburse the Owner for any costs directly attributable to the change in suppliers, such as additional field trips for the Engineer, additional redesign costs, additional review and inspection costs, etc.

The Owner may request and the Bidder shall supply complete information on proposed alternates prior to the Notice of Award.

Attachment: Exhibit A - Razorback LLC bid (2022-R-60 : Award Approval of the WTP Chlorine Canopy Replacement Project to Razorback LLC)

SCHEDULE OF MAJOR MANUFACTURERS
AND SUPPLIERS

Category I - Sole Source Equipment Items:

Item No.	Spec. No.	Equipment/Material	Manufacturer or Supplier

Category II - Major Equipment Items:

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ALTERNATE MANUFACTURERS/SUPPLIERS

EQUIPMENT ITEM MATERIAL	SPEC. SECTION	ALTERNATIVE MANUFACTURER / SUPPLIER (LIST ONE ONLY)	DEDUCTIBLE AMOUNT (indicate whether lump sum or unit price) ALTERNATE
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Name (signature) 7/26/22 Date

Anthony Houllis
Name (typed and printed)

MGRM
Title

Attachment: Exhibit A - Razorback LLC bid (2022-R-60 : Award Approval of the WTP Chlorine Canopy Replacement Project to Razorback LLC)

ACKNOWLEDGMENT OF ADDENDA

Addenda will be issued via email and it is the Bidder's responsibility to confirm that all addenda have been received prior to submitting a bid for the project. Acknowledgment is hereby made of the following Addenda received since issuance of Drawings and Specifications:

Addendum No. 1	Dated: 7/18/2022	Addendum No. _____	Dated:
Addendum No. _____	Dated: _____	Addendum No. _____	Dated:
Addendum No. _____	Dated: _____	Addendum No. _____	Dated:

Attached hereto is a cashier's check on the _____ Bank of

_____ or Bid Bond for the sum of

5% of bid Dollars (5% of bid),

made payable to City of Holly Hill (Owner).

Razorback LLC
(Name of Bidder) (Affix Seal)

(Signature of Officer)

MGRM
(Title of Officer)

Razorback LLC
Name of Bidder

177 Anclote Road
Address

Tarpon Springs, FL 34689
City/State/Zip

727-938-9500
Telephone

CGC 1526612
Contractor's Florida License Number

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

Anthony Houllis

276 Knollwood Road

Tarpon Springs, FL 34688

END OF SECTION

Attachment: Exhibit A - Razorback LLC bid (2022-R-60 : Award Approval of the WTP Chlorine Canopy Replacement Project to Razorback LLC)

SECTION 00 31 00
SCHEDULE OF UNIT PRICES
CITY OF HOLLY HILL

WTP CHLORINE CANOPY REPLACMENT
ITB# 22-WA-01

ITEM NO.	*DESCRIPTION*	*QTY*	*UNIT*	*UNIT COST*	*TOTAL*
1	Mobilization/Demobilization	1	LS	50,000	50,000
2	Chlorine Canopy Replacement	1	LS	248,000	248,000
				BASE BID TOTAL	298,000

Submitted by: Razorback LLC
Contractor: Anthony Houllis
Address: 177 Anclote Road, Tarpon Springs, FL 34689
Telephone: 727-938-9500 Fax: _____
State of Florida Certified General Contractor or Underground Contractor (Required Information)
Licensee: Anthony Houllis License No: CGC 1526612

Attachment: Exhibit A - Razorback LLC bid (2022-R-60 : Award Approval of the WTP Chlorine Canopy Replacement Project to Razorback LLC)

Attachment: Exhibit A - Razorback LLC bid (2022-R-60 : Award Approval of the WTP Chlorine Canopy Replacement Project to Razorback LLC)

SECTION 00 32 00

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

A. Name of bidder. Razorback LLC

B. Permanent main office address. 177 Anclote Road, Tarpon Springs, FL 34689

C. When organized. 2008

D. If a corporation, where incorporated. Florida

E. How many years have you been engaged in the contracting business under your present firm or trade name? 14 years

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) see attached

G. General character of work performed by your company. Industrial Construction

H.(1) Have you ever failed to complete any work awarded to you? If so, where and why? No

H.(2) Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome. N/A

I. Have you ever defaulted on a contract? If so, where and why? No

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. See attached

K. List your major equipment See attached.

L. Experience in construction work similar in type to this project. See References

M. Background and experience of the principal members of your organization, including the officers. See attached Resume

N. Credit available: $ 250,000

O. Give bank reference: Chase Bank, Beverly Morris 727-485-1318

P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes

Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at 2:54pm this 26 day of JULY, 20 22.

Razorback LLC
Name of Bidder

By: _____ MGRM
Title

State of Florida

County of Pinellas

Anthony Houllis being duly sworn deposes and says that

he is the MGRM of Razorback LLC and that

the answers to the City of Holly Hill foregoing questions
Name of Organization

and all statements therein contained are true and correct.

Subscribed and sworn to before me this 26 day of JULY, 20 22.

_____
Notary Public

Heather B. Stamas
Notary Public (Print or Type)

Heather B. Stamas
Comm. # GG353611
Expires: July 10, 2023
Bonded Thru Aaron Notary

My commission expires: _____

Attachment: Exhibit A - Razorback LLC bid (2022-R-60 : Award Approval of the WTP Chlorine Canopy Replacement Project to Razorback LLC)

N/A

SECTION 00 33 00
LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. Upon approval of subcontractors listed the successful bidder shall not substitute subcontractors without approval from the Engineer. Bidder shall attach additional sheets as necessary.

SUBCONTRACTOR	COMPANY NAME	REFERENCES
Removal of corrugated asbestos cement sheet roof panels.	TBD	1) 2) 3)
		1) 2) 3)
		1) 2) 3)
		1) 2) 3)

END OF SECTION

Attachment: Exhibit A - Razorback LLC bid (2022-R-60 : Award Approval of the WTP Chlorine Canopy Replacement Project to Razorback LLC)

SECTION 00 33 10
LISTING OF PREVIOUS EXPERIENCE

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

NO.	PROJECT	OWNER	DESCRIPTION/COST	REFERENCE	DATE WORK STARTED & FINISHED MM/YR TO MM/YR
1	Wastewater Treatment Facility Clarifier Drive Replacement	City of Atlantic Beach	The scope of this project was to remove the existing clarifier drives, clarifier bridges and associated hardware, and install the new clarifier drives along with any necessary new hardware. **$168,900**	Troy Stephens tsephens@coab.us (904) 588-4503	6/01/2021 - 7/14/2021
2	Rehabilitate Everglades Flamingo Wastewater Treatment Plant	National Park Services	The scope of this project includes structural steel repairs to the MBR tank (membrane Bioreactors), repair of steel piping, concrete form and pour, installing a sluice gate & actuators, and sandblasting and pressure washing deteriorated/ failed surfaces. **$805,500**	William Vazquez william_vazquez@nps.gov (305) 242-7793	9/1/2020-2/12/2020
3	1.5 MG Palma Ceia Water Tower Steel Repairs & Painting	City of Tampa	The scope for this project includes removal and replacing steel catwalk, vent, 400 ft of steel ladder, safety climb devices, fabrication and installation of riser grating, pit filling. **$1,700,00**	Tommy Mahinis tommy@royalbridgeinc.com (727) 934-6042	8/26/2019- 4/1/2021

END OF SECTION

Attachment: Exhibit A - Razorback LLC bid (2022-R-60 : Award Approval of the WTP Chlorine Canopy Replacement Project to Razorback LLC)

Razorback LLC Current Contracts

OWNER	NAME OF PROJECT	OWNER REPRESENTATIVE'S NAME & TITLE	OWNER PHONE NUMBER	CONTRACT AMOUNT	Anticipated Completion Date
City of West Palm Beach (Term)	Master Water Treatment Plant	Darrel Graziani - Water Treatment Plant Manager	Office: 561-822-2275 Cell: 772-475-7465	$ 104,668.66	5/27/2024
Pasco County (Term)	As-Needed Sandblasting and Industrial Coating Service	Brent Ruiz - Lead Plant Operator	Office: 813-994-5015	$ 813,066.00	11/5/2022
Town of Jupiter (Term)	Utilities Painting Maintenance - Cont. Services	Amanda Barnes - Assistant Director of Utilities	Office: 561-741-2537	$ 928,579.75	11/2/2022
City of St. Pete (Term)	Painting, Water-Proofing and Associated Services	Robert Sparks - Plant Maintenance Coordinator	Office: 727-892-5637	$ 314,800.00	8/31/2022
Monroe County	Pigeon Key Honeymoon Cottage and Commissary Building Hurricane Repairs	Jordan Salinger - Project Manager	Office: 305-570-9156	$ 786,851.10	6/30/2022
Charlotte County	Re-Painting of Aerial Crossings	Bryan Hatfield - Project Manager	Office: 941-764-4385	$ 229,968.70	9/30/2022
Palm Beach County	Painting, Water-Proofing and Associated Services	Ben Carroll - Capital Improvements	Office: 561-233-209	$ 193,627.88	4/9/2023
Hernando County	Hernando Beach Water Tower Maintenance	Taryn Manser - Purchasing Agent	Office: 352-754-4778 EXT:24148	$ 82,060.00	09/24/2024
Peace River Manasota Regional Water Supply Authority	As Needed Painting & Coating Services 5- Year	Andrew Greenbaum	352-667-4138	$ 146,158.56	12/1/2026
Osceola County	Graffiti Remediation Services	Mathew Perry - Project Manager	Office: 407-742-7515	UNIT PRICING	12/31/2024
US Water Services Corp.	MacDill AFB- Exterior Painting of North Tower	Cathy Ryder- Project Manager	727-642-3064	$ 400,940.05	7/30/2022
US Water Services Corp.	MacDill AFB- Railing and Corral	Cathy Ryder- Project Manager	727-642-3065	$ 84,600.00	7/30/2022
City of Treasure Island	Small Project General Contractor Construction Services	Jeffrey Agrall- Special Projects Manager	727-523-4190	Rates	5/3/2025
Pinellas County School Board	Tarpon Springs Elementary- Painting and Waterproofing	Wayne LaFleur, Project Leader	727-547-7226	$ 368,000.00	10/3/2022
City of Miramar	Pool of Qualified GCs for Small Scale Commercial Rehab Projects				5/24/2024
Clay County Utility Authority	Ground Storage Tank Maintenance & Rehabilitation Services	Angelia Wilson	904-213-2447	UNIT PRICING	TBD

Attachment: Exhibit A - Razorback LLC bid (2022-R-60 : Award Approval of the WTP Chlorine Canopy Replacement Project to Razorback LLC)

City of Port St Joe	Rebid of Renovations and Repairs of Cape San Blas Lighthouse			$308,000	TBD
City of Miami Beach	Exterior Repair & Coating of Prestressed Concrete Water Tanks	Natalia Delgado, Project Manager	305-673-700	$257,427.50	TBD

Attachment: Exhibit A - Razorback LLC bid (2022-R-60 : Award Approval of the WTP Chlorine Canopy Replacement Project to Razorback LLC)

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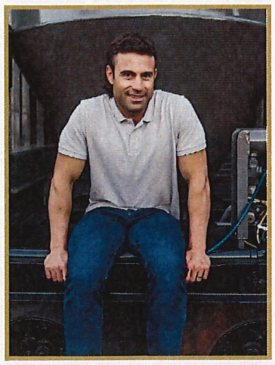


ANTHONY HOULLIS

MGRM

CONTACT

PHONE:
Office: 727.938.9500
Cell: 727.460.2512

EMAIL:
Anthony@razorbackllc.com

KEY HIGHLIGHTS

Anthony has managed 45+ industrial marine projects ranging from $50,000 - $6,000,000

KEY PROJECTS

Loxahatchee River Historical Society
Jupiter Lighthouse Interior/Exterior Painting and Roof Repair
Razorback LLC- PM/Quality Control
($212,855.00)

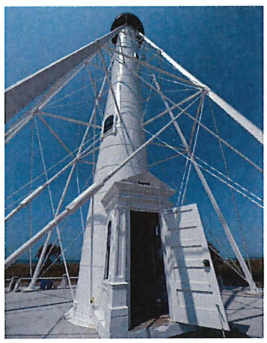
City of Tampa
1.5 Million Gallon Palma Ceia Water Tower Steel Repairs and Painting
Razorback LLC- PM/Quality Control
($1,700,000.00)

City of Plantation, Florida
Surface Preparation and Coating Systems for 3 Water Treatment Plants
Razorback LLC- PM/Quality Control
($826,000.00)

EXPERIENCE

Founder and MGRM of Razorback LLC (Razorback) since its establishment in 2008, Anthony Houllis has over 12 years of experience managing construction projects as a Certified Florida General Contractor. Anthony personally oversees and helps manage each project until completed with 100% satisfaction from the owner for more than 100 construction-related projects.

Over the years, Anthony has expanded Razorback LLC's services from industrial coating application and structural repairs to water and wastewater treatment, rehabilitation, and historical restoration. Restorations have included tank and tower refurbishments, sandblasting, painting, bridge rehabilitation, historic restoration, and more. Additionally, his highly qualified and certified welders, architectural metalworkers, coating applicators, technicians, and masons have led the way for Razorback's recognition as one of the leading Water and Wastewater Contractors in the State of Florida.



Gasparilla Rear Range Lighthouse Restoration - Historic metal restoration that included: preparation and application of complex industrial coating, structural iron repair and replacement, painting, welding, sandblasting, complex containment, concrete form and pour, steel replacement, historic structural iron restoration, landscape, hardscape, pressure washing wood, applying wood sealant and timber replacement. ($839,242.00)

Rehabilitate Everglades Flamingo Waste-Water Treatment Plant - Structural steel repairs to the membrane bioreactors tank and the membrane treatment tank, painting (inside and out) the membrane bioreactor tank and the membrane treatment tank, repair of steel piping, installing a sluice gate, replacing process

Macdill Air Force Base
North and South MacDill Water Towers
Razorback LLC- PM/Quality Control
($322,000.00)

valves, adding two mixers in the aerobic zone, as well as repairs to existing jet air system. Rehabilitating the wastewater treatment tank included sandblasting, recoating interior/exterior walls, removing/replacing flow meters, replacing filters, forming & pouring concrete, steel repairs, and Industrial surface prep and painting of tanks. ($805,500.00)

Attachment: Exhibit A - Razorback LLC bid (2022-R-60 : Award Approval of the WTP Chlorine Canopy Replacement Project to Razorback LLC)

RAZORBACK LLC | NO LIMIT

177 Anclote Road
Tarpon Springs, FL 34689
(727) 938-9500
info@razorbackllc.com
razorbackllc.com

EQUIPMENT AVAILABLE FOR PROJECT IF NEEDED

EQUIPMENT LIST	YEAR	MAKE	MODEL	CONDITION	LOCATION
45000 CFM Dust Collector	1996	Blast Tech Inc	45000 CFM	GOOD	Razorback LLC
Paint Pump	2016	Graco	Xtreme NXT X60	GOOD	Razorback LLC
Paint Pump	2018	Graco	GH833	GOOD	Razorback LLC
Paint Pump	2019	Graco	XTREE+ME NXT X60f	GOOD	Razorback LLC
Air Compressor	1999	Ingersol Rand	375 CFM	GOOD	Razorback LLC
Tele handler	2003	Ingersol Rand	8000	GOOD	Razorback LLC
Diesel Air Compressor	2012	Sullair	375DPQ-JD	GOOD	Razorback LLC
Blast Pot	1999	Schmit	8 TON	GOOD	Razorback LLC
1 Nozzle Blast Pot	1999	Schmit	6 TON	GOOD	Razorback LLC
3 Nozzle Blast Pot	2000	Schmit	800 LB	GOOD	Razorback LLC
Air Drier		Van Air	1100 CFM	GOOD	Razorback LLC
Air Drier	2001	Van Air	1600 CFM	GOOD	Razorback LLC
Welder	2018	Miller	Bobcat	GOOD	Razorback LLC
Pressure Washer	2018	Honda	4500 Psi	GOOD	Razorback LLC
Pressure Washer	2018	Honda	4500 Psi	GOOD	Razorback LLC
Pressure Washer	2020	Honda	5000 Psi	NEW	Razorback LLC
Pressure Washer	2011	Honda	5000 Psi	GOOD	Razorback LLC
Truck	2017	Ford	F450	GOOD	Razorback LLC
Truck	1999	Ford	F800	GOOD	Razorback LLC

Attachment: Exhibit A - Razorback LLC bid (2022-R-60 : Award Approval of the WTP Chlorine Canopy Replacement Project to Razorback LLC)

Truck	1990	Ford	F800-Box	GOOD	Razorback LLC
26' Trailer	2016	Eagle	16x7x6.5	GOOD	Razorback LLC
26' Trailer	2019	Champion	16x7x7	GOOD	Razorback LLC
20' Trailer	2018	Snapper	20V Nose	GOOD	Razorback LLC
30' Trailer	2003	Champion	Gooseneck	GOOD	Razorback LLC
Trailer	2020	Champion	7X14	Good	Razorback LLC
Trailer 24x8.5	2021	R&R	24x8.5x7	NEW	Razorback LLC
Work Cage	2019	Spider	2 Man	GOOD	Razorback LLC
Pump (5)	2021	Predator	30HP	NEW	Razorback LLC

RAZORBACK LLC | NO LIMIT

177 Anclote Road
Tarpon Springs, FL 34689
(727) 938-9500
info@razorbackllc.com
razorbackllc.com

Industrial Vacuum	1987	Vecloader	TR1100L	GOOD	Razorback LLC
Industrial Vacuum	1991	Hurricane	828	GOOD	Razorback LLC
Steel Barge			30X12'	GOOD	Razorback LLC
Aluminum Barge			24X8'	GOOD	Razorback LLC
Scaffold Access Towers				GOOD	Razorback LLC
Scissor Lift		Skyjack		GOOD	Razorback LLC
Excavator		CAT		GOOD	Razorback LLC
Swingstage	2018			GOOD	Razorback LLC
Forklift	2008	Caterpillar	8000	GOOD	Razorback LLC
Motor	2020	Mercury	15HP Outboard	GOOD	Razorback LLC
General Preparation Tools/Equipment				GOOD	Razorback LLC

Attachment: Exhibit A - Razorback LLC bid (2022-R-60 : Award Approval of the WTP Chlorine Canopy Replacement Project to Razorback LLC)

Executed in 2 Counterparts

SECTION 00 41 00
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Razorback, LLC as Principal and The Gray Insurance* of the City of Metairie State of LA, a corporation existing under the laws of the State of Florida, as Surety, are held and firmly bound unto the City of Holly Hill hereinafter called the Owner, in the sum of Five Percent of Amount Bid----------Dollars ($----------5%----------) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal has submitted the accompanying Proposal or Bid, for the construction of:

WTP CHLORINE CANOPY REPLACEMENT
Bid No. ITB-22-WA-01

NOW, THEREFORE, if the Principal shall not withdraw said Bid within ninety (90) days after the opening of the same and in the event of the acceptance of his proposal by the Owner, shall, within the period specified therefore, enter into a written contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said Bid within the period specified, of the failure to enter into such contract and give bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

*Company

Attachment: Exhibit A - Razorback LLC bid (2022-R-60 : Award Approval of the WTP Chlorine Canopy Replacement Project to Razorback LLC)

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 28th day of July, 2022 the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:

_____ (Seal)

_____ _____ (Seal)

_____ _____ (Seal)
Individual or Partner

Witness

---

177 Anclote Road, Tarpon Springs, FL 34689
Address

Razorback, LLC
Corporate Principal

ATTEST: Brooke Stavas

_____
President AFFIX
CORPORATE SEAL

PO Box 6202, Metairie, LA 70009-6202
Address

By _____
AFFIX Gloria A. Richards *
CORPORATE SEAL

The Gray Insurance Company
Corporate Surety

ATTEST: Sophia Golecki
Witness, Sophia Golecki

* Attorney-In-Fact & FL Licensed Resident Agent
Title (407) 786-7770

END OF SECTION

Attachment: Exhibit A - Razorback LLC bid (2022-R-60 : Award Approval of the WTP Chlorine Canopy Replacement Project to Razorback LLC)

Florida Surety Bonds
07/22/2022 11:01 2617440016943

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: N/A **Principal:** Razorback, LLC

Project: Chlorine Canopy Replacement

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Susan L. Reich, Jeffrey W. Reich, Kim E. Niv, Teresa L. Durham, Cheryl A. Foley, Gloria A. Richards, Robert P. O'Linn, Sarah K. O'Linn, Lisa A. Roseland, and Emily J. Golecki of Maitland, Florida jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $15,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 28th day of October, 2021.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 28th day of October, 2021, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 28th day of July , 2022 .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 28th day of July , 2022 .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

Attachment: Exhibit A - Razorback LLC bid (2022-R-60 : Award Approval of the WTP Chlorine Canopy Replacement Project to Razorback LLC)

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SECTION 00 47 00

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES:

This sworn statement is submitted with Bid, Proposal **or** Contract No. ITB-22-WA-01 for WTP Chlorine Canopy Replacement.

This sworn statement is submitted by Razorback LLC whose business address is 177 Anclote Road, Tarpon Springs, FL 34689 and (if applicable) its Federal Employer Identification Number (FEIN) is 26-3447303. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

My name is Anthony Houllis any my relationship to the entity named above is MGRM.

I understand that a "public entity crime" as defined in Paragraph 287.133(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(i)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contenders.

I understand that an "affiliate" as defined in Paragraph **287.133(l)(a),** Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or

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

person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(i)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

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

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

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

Attachment: Exhibit A - Razorback LLC bid (2022-R-60 : Award Approval of the WTP Chlorine Canopy Replacement Project to Razorback LLC)

(Signature) _____ Date: 7/26/2022

State of Florida County of Pinellas

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Anthony Houllis who, after first being sworn by me, affixed his/her signature in the space provided above on this 26 day of JULY, 2022

_____
Notary Public

Heather B. Stamas
Comm.# GG353611
Expires: July 10, 2023
Bonded Thru Aaron Notary

My Commission Expires:

Attachment: Exhibit A - Razorback LLC bid (2022-R-60 : Award Approval of the WTP Chlorine Canopy Replacement Project to Razorback LLC)

Attachment: Exhibit A - Razorback LLC bid (2022-R-60 : Award Approval of the WTP Chlorine Canopy Replacement Project to Razorback LLC)

SECTION 00 48 00
ANTI-COLLUSION STATEMENT

By signing this form, the bidder agrees that this is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN EACH OF THE GOVERNMENTAL PARTIES.

NAME OF FIRM: Razorback LLC

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

TITLE: MGRM

ADDRESS: 177 Anclote Road

CITY AND STATE: Tarpon Springs, FL 34689

TELEPHONE: 727-938-9500

COMPLETION TIME: 90 DAYS

NO proposals will be withdrawn for a period of ninety (90) days subsequent to the opening of the proposals, without the consent of the City of Holly Hill.

NO BID (REASON) _____

_____

_____

END OF SECTION

Attachment: Exhibit A - Razorback LLC bid (2022-R-60 : Award Approval of the WTP Chlorine Canopy Replacement Project to Razorback LLC)

SECTION 00 48 50
DRUG FREE/TIE PREFERENCE STATEMENT

In the event of a tie bid a preference is given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special conditions are as follow:

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

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

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

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction or, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

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

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

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

VENDOR'S SIGNATURE

END OF SECTION

SECTION 00 48 60

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Project Number: ITB # ITB 22-WA-01

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

Valerie Manning, City Clerk
386-248-9441
vmanning@hollyhillfl.org
1065 Ridgewood Ave
Holly Hill, FL 32117

A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

Company Name: Razorback LLC

Authorized representative (printed): Anthony Houllis

Authorized representative (signature):

Date: 7/26/2022

END OF SECTION

Attachment: Exhibit A - Razorback LLC bid (2022-R-60 : Award Approval of the WTP Chlorine Canopy Replacement Project to Razorback LLC)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
RAZORBACK LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
177 ANCLOTE ROAD

Requester's name and address (optional)

6 City, state, and ZIP code
TARPON SPRINGS, FL 34689

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
2	6	–	3	4	4	7	3	0	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 2-10-21

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Attachment: Exhibit A - Razorback LLC bid (2022-R-60 : Award Approval of the WTP Chlorine Canopy Replacement Project to Razorback LLC)

SECTION 00 48 80
AFFIDAVIT OF E-VERIFY FORM

Affidavit of E-Verify Requirements Compliance

ITB 22-WA-01 WTP Chlorine Canopy Replacement

The Consultant/Contractor agrees to comply with Section 448.093, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 448.093, Florida Statutes.

1. The Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Contractor during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant/subcontractor during the Agreement term.

2. That the Consultant/Contractor understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subconsultant/subcontractors performing work under this Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of this Agreement for which the City may immediately terminate the Agreement without notice and without penalty. The Consultant/Contractor further understands and agrees that in the event of such termination, the Consultant/Contractor shall be liable to the City for any costs incurred by the City as a result of the Consultant's/Contractor's breach

Consultant/Contractor shall execute and return the Affidavit of E-Verify Requirements Compliance to City. IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

Razorback LLC- 177 Anclote Rd, Tarpon Springs, FL 34689

Consultant/Contractor Name and Address

Signature

Anthony Houllis, MGRM

Name & Title

Attachment: Exhibit A - Razorback LLC bid (2022-R-60 : Award Approval of the WTP Chlorine Canopy Replacement Project to Razorback LLC)

Attachment: Exhibit A - Razorback LLC bid (2022-R-60 : Award Approval of the WTP Chlorine Canopy Replacement Project to Razorback LLC)

SECTION 00 49 00
TRENCH SAFETY AFFIDAVIT

Trench excavations on this Project are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-096, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

Trench Safety Item (Description)	Cost
N/A	

(Cost in Words)

TOTAL $ 0.

FAILURE TO COMPLETE THE ABOVE SHALL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

COMPANY NAME: Razorback LLC

DATE: 7/26/2022 BY: [signature]

(Additional sheets shall be attached, as needed and, items shall be organized to correspond with the bid format)

Attachment: Exhibit A - Razorback LLC bid (2022-R-60 : Award Approval of the WTP Chlorine Canopy Replacement Project to Razorback LLC)

SECTION 00 62 00
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Anthony Houllis, certify that I am the MGRM of the corporation named as Principal in the within Bid Bond; that Anthony Houllis who signed the said Bid Bond on behalf of the Principal was then MGRM of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

AFFIX CORPORATE SEAL

END OF SECTION

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/26/2022

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

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

PRODUCER
Stahl & Associates Insurance Inc.
3939 Tampa Road
Oldsmar FL 34677

CONTACT NAME: Maribeth Patino
PHONE (A/C, No, Ext): (813) 818-5300 **FAX (A/C, No):** (813) 818-5396
E-MAIL ADDRESS: maribeth.patino@stahlinsurance.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Champlain Specialty Insurance Co	16834
INSURER B :	Auto Owners Insurance Co	18988
INSURER C :	Westchester Surplus Lines Ins Co	10172
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Razorback LLC
177 Anclote Road
Tarpon Springs FL 34689

COVERAGES **CERTIFICATE NUMBER:** 22-23 Liab **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	CSARCGL000071101	07/08/2022	07/08/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	5181816000	06/16/2022	06/16/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CSARCEL000071201	07/08/2022	07/08/2023	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Contractor's Pollution Liability	Y	Y	G71154920 005	07/08/2022	07/08/2023	Each Pollution Condition	$2,000,000
							Aggregate	$2,000,000

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

City of Holly Hill, elected officials and employees are included as Additional Insured with respect to the General Liability, Auto Liability and Contractors Pollution Liability as required by written contract. Waiver of Subrogation applies in favor of the City of Holly Hill, elected officials and employees with respect to the General Liability, Auto Liability and Contractors Pollution Liability as required by written contract.

CERTIFICATE HOLDER
City of Holly Hill
1065 Ridgewood Avenue.
Holly Hill FL 32117

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

AUTHORIZED REPRESENTATIVE
Michael A Regano

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The ACORD name and logo are registered marks of ACORD

Attachment: Exhibit A - Razorback LLC bid (2022-R-60 : Award Approval of the WTP Chlorine Canopy Replacement Project to Razorback LLC)

Attachment: Exhibit A - Razorback LLC bid (2022-R-60 : Award Approval of the WTP Chlorine Canopy Replacement Project to Razorback LLC)

SECTION 00 66 00
AFFIDAVIT REGARDING WORKMEN'S COMPENSATION

State of Florida

County of Pinellas

Anthony Houllis being duly sworn according to law, deposes and says (it, he they) has accepted the Workmen's Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his their) liability there under in accordance with the terms of said Laws with the SUNZ Insurance Company, under the terms of Policy No. WC039-00001-022 for a period from 6/1, 2022 to 6/1, 2023

WITNESS:

CONTRACTOR:

Razorback LLC

By

Title MGRM

Sworn to and subscribed before me this 26 day of JULY, 2022.

Notary Public

Heather B. Stamas
Comm. # GG353611
Expires: July 10, 2023
Bonded Thru Aaron Notary

Notary Public (Print or Type)

My Commission Expires:

END OF SECTION

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/18/2022

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

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

PRODUCER
SUNZ Insurance Solutions, LLC. ID: (TLR)
c/o TLR of Bonita, Inc
700 Central Ave, Suite 500
St. Petersburg, FL 33701

CONTACT NAME: Workers' Comp Department
PHONE (A/C, No, Ext): 727-520-7676 x 3 FAX (A/C, No): 727-525-3862
E-MAIL ADDRESS: certs@encorehr.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : SUNZ Insurance Company	34762
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
TLR of Bonita, Inc
700 Central Avenue Suite 500
St. Petersburg FL 33701

COVERAGES **CERTIFICATE NUMBER:** 69276473 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			WC039-00001-022	6/1/2022	6/1/2023	✓ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$ 1,000,000.00
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000.00
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000.00

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

Coverage Provided for all leased employees but not subcontractors of: Razorback LLC
Client Effective: 09/28/2020
Project# 2022-131 DeSoto County Utilities Potable Water Tanks Repair & Maintenance ITB# 22-17-00ITB

CERTIFICATE HOLDER

441

DeSoto County
201 E. Oak St., Ste. 203
Arcadia FL 34266

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Rick Leonard

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Attachment: Exhibit A - Razorback LLC bid (2022-R-60 : Award Approval of the WTP Chlorine Canopy Replacement Project to Razorback LLC)

CITY OF HOLLY HILL, FLORIDA
INSURANCE REQUIREMENTS CHECKLIST
CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA

Items marked "X" must be provided

X	**General Liability**	**Minimum Limits Required**	
X	Commercial General Liability	$ 2,000,000	General Aggregate
X	Occurrence Form	$ 1,000,000	Product/Completed Operations Agg.
___	_____	$ 1,000,000	Personal & Advertising Injury
___	_____	$ 1,000,000	Each Occurrence
___	_____	$ 100,000	Fire Damage Pump Stations
X	**Automobile Liability**		
	Owned, Hired & Non-Owned	$ 1,000,000	Combined Single Limit per Occurrence
X	**Worker's Compensation and**	Statutory	
	Employer's Liability	$ 100,000	Each Accident
		$ 500,000	Disease - Policy Limit
		$ 100,000	Disease - Each Employee
___	**Professional Liability - Errors & Omissions** (*To be completed by Bidder)		
	* Deductible: $_____	$_____	Aggregate
	* Claims Made (Y/N):_____	$_____	Each Claim
	*Occurrence (Y/N):		
	*Defense included in Limits (Y/N):		
X	**Builder's Risk/Installation Floater** (*To be completed by Bidder)		
	* Flood included $_____ Limit	$_____	100% of Completed or Installed Value, All-Risk Form
	* Transportation included $_____ Limit		
	* Storage included $_____ Limit		
	City must be a named insured. Copy of policy will be required.		
___	**Other**		
	_____	$	
	_____	$	

X The Certificate of Insurance must show "The City of HOLLY HILL, elected officials and employees" and the adjacent property owners as an additional insured.

X Certificates must give to the City of HOLLY HILL 30 days' prior written notice of cancellation, non-renewal, or adverse change.

X Certificates must identify bid number and bid title.

X A Wavier of Subrogation shall be provided to the City

Statement of Bidder:

We understand the requirements requested and agree to comply fully.

_____

Bidder - Authorized Signature

A complete copy of this form with original signature must accompany bid.

Attachment: Exhibit A - Razorback LLC bid (2022-R-60 : Award Approval of the WTP Chlorine Canopy Replacement Project to Razorback LLC)

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HOULLIS, ANTHONY MICHAEL

RAZORBACK LLC
177 ANCLOTE RD
TARPON SPRINGS FL 34689

LICENSE NUMBER: CGC1526612

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Attachment: Exhibit B - Engineer's Bid Evaluation and Recommendation (2022-R-60 : Award Approval of the WTP Chlorine Canopy

August 8, 2022

Antoine Khoury, P.E.
City Engineer/Public Works Director
City of Holly Hill
453 LPGA Blvd.
Holly Hill, FL 32117

Email: akhoury@hollyhillfl.org
Phone: (386) 248-9493

Subject: City of Holly Hill Chlorine Canopy Replacement Project – Bid Evaluation

Dear Antoine Khoury,

Mead & Hunt, Inc. (Mead & Hunt) has completed the bid evaluation of the Bid Documents received by the City of Holly Hill (City). Reference checks and bid requirements reviews were completed for the lowest bidder. The City received bids from one (1) general contractor and was $298,000.00. The one (1) bid submitted and received was as follows:

Razorback LLC	$298,000.00

After review of the lowest bidder's bid documents, Razorback LLC (Razorback) was found to be the lowest and responsive bidder at $298,000.00. The lowest and responsive bidder submitted and signed the required bid forms. Mead & Hunt's evaluation of their bid is provided below:

- Bid Bond: The Gray Insurance Company, which is affirmed and stable with A- financial strength rating.
- Proof of insurance was provided.
- Experience: Mead & Hunt contacted and interviewed three of the project references listed in the bid response and found no negative reports. References contacted indicated that Razorback performs quality work, is responsive and reasonable to work with.
- Bid Form Discrepancies: None.

In summary, Mead & Hunt has determined Razorback as the lowest and responsive bidder. We recommend the award be made to the lowest bidder, Razorback in the amount of $298,000.00.

Mead & Hunt appreciates the opportunity to serve the City of Holly Hill for this important project. Should you require further information or have any questions, please do not hesitate to contact us.

Sincerely,
MEAD & HUNT, Inc.

Tonya Sonier, P.E.
Project Manager

cc: Susan Lincoln, City of Holly Hill
Noah Adamoski, Mead & Hunt

Attachment: Exhibit B - Engineer's Bid Evaluation and Recommendation (2022-R-60 : Award Approval of the WTP Chlorine Canopy

Revision Date: 3/11/15

CITY OF HOLLY HILL
Budget Amendment Request
Fiscal Year 2022-2023

Requesting Department		Date
Public Works		8/5/20

TAKE FUNDS FROM ACCOUNT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT(Round to $100's)
407-8110-580-63-00	22-WA-02 Softener #1 Rehab	$ 110,800.0
407-8110-580-63-00	22-WA-04 Auto Sampling Stations	$ 90,000.0
407-8110-580-63-00	22-WA-03 Watermain Replacements	$ 24,200.0
	Total	$ 225,000.0 (Rounded to $100's)

ADD FUNDS TO ACCOUNT NUMBER:		
407-8110-580-63-00	22-WA-01 Water Plan Chlorine Hoist	$ 225,000.0
	Total	$ 225,000.0 (Rounded to $100's)

Purpose of Transfer: (include as much detail as possible)

The Chlorine Hoist at the Water Plant has failed structure integrity inspection and will require total replacement Bids for the construction came in higher than the estimate and will require a BAR to move forward with the project. Funding is available in the same account line and is achieved by savings/reductions in other Capital Projects.

Note: Funds can only be transferred within the same fund and same department without requiring further commission action. In addition funds can only be expended after amendment is completed.

---------- Management Approvals----------

Antoine Khoury — Department Head Signature — 8-5-2022 — Date

City Manager Signature — Date

---------- For Finance Use Only ----------

Step 1: Finance Review

Finance Director Signature — Date

Step 2: Budget Adjustment Entry

Funds are available for this request? ☐ Yes ☐ No

HTE Group #

Employee Signature — Date

Attachment: Exhibit C - Chlorine Hoist BAR (2022-R-60 : Award Approval of the WTP Chlorine Canopy Replacement Project to Razorback LLC)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **August 23, 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 to Facilitate the Replacement of the Existing Reuse Main Aerial Crossing with a Directional Drill and Irrigation for Centennial Park for an Amount Not to Exceed $37,865.00**
NUMBER: **2022-R-61**
APPLICANT:
PLANNER:

DISCUSSION:

City staff desires to replace an existing reuse main aerial crossing of the canal with a directional drilling under the canal and replace the pipe for the reclaimed line from iron pipe to HDPE pipe and install irrigation to Centennial Park as part of compliance with SB 64 to reduce discharge of reclaimed water into the Halifax River. The irrigation system will be served by City reuse and include an automatic controller, mains and spray head design for approximately 3.5 acres of irrigable area.

The existing reclaimed line has being experiencing pinhole leaks that are not detectable in the operations of the reclaimed water due to the pressure loss is insignificant but it has discharged reclaimed water into the canal. Replacement of this reuse main aerial crossing is and irrigation system for Centennial Park is being done as part of the SB 64 requirements and was identified in the FDEP Report that was submitted by the city in 2021.

The city has received a proposal from Parker Mynchenberg & Associates for professional engineering services to include design, bidding and construction phase services at a cost of $37,865.00. Their proposal is attached as Exhibit A.

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 $37,865.00 for the professional consultant services has been budgeted in account number 407-8110-580.63-00 and Project Code 22WW06.

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 the existing reuse main aerial crossing with a directional drill and irrigation for Centennial Park.

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 TO FACILITATE THE REPLACEMENT OF THE EXISTING REUSE MAIN AERIAL CROSSING WITH A DIRECTIONAL DRILL AND IRRIGATION FOR CENTENNIAL PARK FOR AN AMOUNT NOT TO EXCEED $37,865.00.

ATTACHMENTS:

- Exhibit A - Parker Mynchenberg Proposal (PDF)

Resolution No. 2022-61

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 TO FACILITATE THE REPLACEMENT OF THE EXISTING REUSE MAIN AERIAL CROSSING WITH A DIRECTIONAL DRILL AND IRRIGATION FOR CENTENNIAL PARK FOR AN AMOUNT NOT TO EXCEED $37,865.00

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 TO FACILITATE THE REPLACEMENT OF THE EXISTING REUSE MAIN AERIAL CROSSING WITH A DIRECTIONAL DRILL AND IRRIGATION FOR CENTENNIAL PARK FOR AN AMOUNT NOT TO EXCEED $37,865.00, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as part of the SB 64 requirements to reduce and eliminate the discharge of reclaimed water into the Halifax River, the City desires to replace the existing reuse main aerial crossing with a directional drill and irrigation for Centennial Park; and

WHEREAS, the city entered into a Professional Consultant Services Agreement with Parker Mynchenberg & Associates on January 25, 2022 for a term of (5) three years with (2) (1) year renewal options; and

WHEREAS, Parker Mynchenberg & Associates submitted a proposal to provide professional engineer services at a cost of $37,865.00.

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

SECTION 1. That the City Commission of the City of Holly Hill does hereby authorize the City Manager to enter into an agreement with Parker Mynchenberg and Associates, Inc., to provide professional services for the replacement of the existing reuse main aerial crossing with a directional drill and irrigation for Centennial Park for an amount not to exceed of $37.865.00.

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 23rd day of AUGUST, 2022.

PARKER MYNCHENBERG & ASSOCIATES, INC.

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

August 10, 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 – CENTENNIAL PARK REUSE MAIN AND IRRIGATION
Professional Engineering and Landscape Architect Services Proposal

Dear Mr. Dally:

We are pleased to offer the Professional Engineering and Landscape Architect Services for replacement of an existing reuse main aerial crossing with a directional drill and irrigation design for Centennial Park. The irrigation system will be served by City reuse and include an automatic controller, mains and spray head design for approximately 3.5 acres of irrigable area. These projects will be bid separately due to the reuse main crossing being by an underground contractor and the irrigation system by an irrigation contractor.

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. Geotechnical Engineer
3. Prepare construction plans and specifications for two (2) bids
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 or exemption

PART B – BIDDING ASSISTANCE – REUSE MAIN

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 – BIDDING ASSISTANCE – IRRIGATION SYSTEM

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 D – CONTRACT ADMINISTRATION AND PROJECT CERTIFICATION

1. Contract Administration

Attachment: Exhibit A - Parker Mynchenberg Proposal (2022-R-61 : Centennial Park Reuse Main and Irrigation Professional Engineering

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 E – SUBCONSULTANTS

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

PART F – 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).

Attachment: Exhibit A - Parker Mynchenberg Proposal (2022-R-61 : Centennial Park Reuse Main and Irrigation Professional Engineering

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.)

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

PART A – DESIGN PHASE:	**$**	**17,810.00**
PART B – BIDDING ASSISTANCE - REUSE MAIN:	**$**	**4,160.00**
PART C – BIDDING ASSISTANCE - IRRIGATION SYSTEM:	**$**	**4,160.00**
PART D – CONTRACT ADMINISTRATION:	**$**	**6,735.00**
PART E – SUBCONSULTANTS:	**$**	**4,000.00**
PART F – MISCELLANEOUS:	**$**	**1,000.00**
TOTAL:	**$**	**37,865.00**

THIRTY-SEVEN THOUSAND EIGHT HUNDRED SIXTY-FIVE AND 00/100 DOLLARS

Please note that miscellaneous expenses such as reproducibles, 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.

Attachment: Exhibit A - Parker Mynchenberg Proposal (2022-R-61 : Centennial Park Reuse Main and Irrigation Professional Engineering

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: 08/10/2022

FOR: THE CLIENT

BY: _____

TITLE: _____

DATE: _____

Attachment: Exhibit A - Parker Mynchenberg Proposal (2022-R-61 : Centennial Park Reuse Main and Irrigation Professional Engineering

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.

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

Attachment: Exhibit A - Parker Mynchenberg Proposal (2022-R-61 : Centennial Park Reuse Main and Irrigation Professional Engineering

FEE MATRIX

Task	Description	Senior Project Engineer (PE) $ 250	Project Engineer (PE) $ 175	Senior CAD Technician $ 150	Clerical $ 55	Man Hours	Cost	Total
PART A – DESIGN PHASE								
1)	Coordinate with Owner	2	4	-	2	8.0	$1,310.00	
2)	Coordinate with Consultants	-	2	4	2	8.0	$1,060.00	
3)	Prepare Construction Plans and Specifications							
	60% Plans and Specifications	2	8	32	4	46.0	$6,920.00	
	90% Plans and Specifications	2	8	16	4	30.0	$4,520.00	
	100% Plans and Specifications	2	4	8	4	18.0	$2,620.00	
4)	Submit Plans for Review	-	4	-	2	6.0	$810.00	
5)	FDEP Wastewater Permit	-	2	-	4	6.0	$570.00	**$17,810.00**
PART B - BIDDING ASSISTANCE - REUSE MAIN								
1)	Prepare bid documents to City Standards	-	4	-	4	8.0	$920.00	
2)	Attend Pre-Bid Meeting	-	2	-	1	3.0	$405.00	
3)	Provide Responses to Bidder Questions	2	2	4	2	10.0	$1,560.00	
4)	Prepare Addenda	-	2	2	2	6.0	$760.00	
5)	Review Bids and Preapre Bid Tabulation	-	1	-	2	3.0	$285.00	
6)	Prepare an Award Recommendation Letter	-	1	-	1	2.0	$230.00	**$4,160.00**
PART C - BIDDING ASSISTANCE - IRRIGATION SYSTEM								
1)	Prepare bid documents to City Standards	-	4	-	4	8.0	$920.00	
2)	Attend Pre-Bid Meeting	-	2	-	1	3.0	$405.00	
3)	Provide Responses to Bidder Questions	2	2	4	2	10.0	$1,560.00	
4)	Prepare Addenda	-	2	2	2	6.0	$760.00	
5)	Review Bids and Preapre Bid Tabulation	-	1	-	2	3.0	$285.00	
6)	Prepare an Award Recommendation Letter	-	1	-	1	2.0	$230.00	**$4,160.00**
PART D – CONTRACT ADMINISTRATION								
1)	Attend Preconstruction Meeting	-	2	-	2	4.0	$460.00	
2)	Attend On-site Meetings, up to 4	-	8	-	2	10.0	$1,510.00	
3)	Shop drawing review	-	2	2	2	6.0	$760.00	
4)	Substantial and final walk-thru/punch list	-	4	-	1	5.0	$755.00	
5)	As-built review and certification	-	1	2	1	4.0	$530.00	
6)	RFI's	2	4	4	2	12.0	$1,910.00	
7)	Field Change Orders	-	4	-	2	6.0	$810.00	**$6,735.00**
PART E - SUBCONSULTANTS								
1)	Survey Allowance	-	-	-	-	0.0	$2,000.00	
2)	Geotechnical Engineer Allowance	-	-	-	-	0.0	$2,000.00	**$4,000.00**
PART F - MISCELLANEOUS								
1)	Expenses (including reproducibles, mileage, postage, etc.)	-	-	-	-	0.0	$1,000.00	**$1,000.00**
		14	81	80	58	233		
		$3,500.00	$14,175.00	$12,000.00	$3,190.00		$37,865.00	**$37,865.00**
							$37,865.00	

Attachment: Exhibit A - Parker Mynchenberg Proposal (2022-R-61 : Centennial Park Reuse Main and

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **August 23, 2022**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Authorizing of the City Manager to Enter into an Agreement with Mead and Hunt, Inc., to Provide Professional Services for the Project "3Rd Street Water Main Improvements" Not to Exceed $95,948; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2022-R-62**
APPLICANT:
PLANNER:

DISCUSSION:

The City Commission of the City of Holly Hill approved the engineering services with Mead and Hunt, Inc., for the 3rd Street Water Main Improvements on August 24, 2021 via Resolution 2021-R-57, which is attached under Exhibit A.

Staff would like to expand this project to replace antiquated water mains and problematic control valves in areas adjacent to the original project limits. This may provide a unit cost savings due to the economy of scale. This amendment will provide survey, design, permitting and construction observation of additional streets not included in the original work authorization. The additional work and coordination will extend the duration of the design and increase the overall scope of work. The original scope of services is attached under Exhibit B and the revised scope if attached under Exhibit C.

Street list to be included in this project are as follows:

STREET NAME	LIMITS	LENGTH (LF)
Center Ln.	Center Ave. to 5th St.	775
5th St. (ROW)	Center Ln. to Cavanaugh Dr.	195
Cavanaugh Dr.	5th St. to 3rd St.	920
London Rd.	5th St. to end	915
Winston Dr.	Dixie Dr. to London Rd.	290
Churchhill Dr.	Dixie Dr. to London Rd.	285
Dubs Dr.	5th St. to 3rd St.	900
Scotland Dr.	5th St. to 3rd St.	930

The scope of services from Mead and Hunt, Inc., includes project management, preliminary coordination, project design, permitting, bidding assistance, construction services, construction observation and reimbursables.

FISCAL ANALYSIS:

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

Funding for this project has been identified in the Capital Projects, under project code 21WA05.

The cost for this amendment $95,948.00 for this engineering design has been transferred to account number 407-8110-580-6300.

STAFF RECOMMENDATION:

Authorize the City Manager to enter into an agreement with Mead and Hunt, Inc., to provide professional services to facilitate the 3rd Street Water Main Improvements.

COMMISSION GOAL:

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

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

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

MOTION:

APPROVE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE PROJECT 3rd STREET WATER MAIN IMPROVEMENT NOT TO EXCEED $95,948.00.

ATTACHMENTS:

- 2021-R-57 (DOC)

Resolution No. 2022-62

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AUTHORIZING OF THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE PROJECT "3RD STREET WATER MAIN IMPROVEMENTS" NOT TO EXCEED $95,948; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AUTHORIZING OF THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC. TO PROVIDE PROFESSIONAL SERVICES FOR THE PROJECT "3RD STREET WATER MAIN IMPROVEMENTS" NOT TO EXCEED $95,948; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City desires to improve the 3rd Street water main project; and

WHEREAS, the City has a continuing engineering services agreement with Mead and Hunt, Inc.; and has received a proposal from Mead and Hunt, Inc., to perform the engineering services for this project; and

WHEREAS, the requested amount for this authorization is $95,948.00.

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

SECTION 1. That the City Commission of the City of Holly Hill does hereby authorize the City Manager to enter into an agreement with Mead and Hunt, Inc., to provide professional services for the project "3rd Street Water Main Improvements" not to exceed $95,948.00.

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

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 23rd day of AUGUST, 2022.

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **August 24, 2021**
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 Mead and Hunt, Inc., to Provide Professional Services for the Project "3Rd Street Water Main Improvements" Not to Exceed $88,634.00; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2021-R-57**
APPLICANT:
PLANNER:

DISCUSSION:

The 3rd Street water main needs improvement due to the valves at the point of connection with the main on 3rd St being inoperable and the mains approaching the end of their service life. There is a valve that is leaking and needs to be replaced at the intersection of Cavanah Drive and 3rd Street. The project involves replacement of 2" potable water mains and valves on six (6) streets ending in cul-de-sac on the south side of 3rd Street.

The scope of services from Mead and Hunt, Inc., includes project management, preliminary coordination, project design, permitting, bidding services, services during construction, construction observation and project close out. The consultant will provide agendas and summaries for all design and construction meetings. Engineering services include data collection, preliminary design, final design, preparation of specifications, permitting, and completion of bidding. Construction services include contract administration, inspection, preparation of record drawings, and certification of project completion to permitting agencies.

FISCAL ANALYSIS:

The City entered into a continuing services contract with Mead & Hunt (formerly Quentin L. Hampton) in December 2015. The initial term of this contract is five (5) years with options for two (2) renewals for one (1) year each.

Funding for this project has been identified as a capital project code is 21WA05. $88,634.00 account number 407-8110-580-6300.

STAFF RECOMMENDATION:

Attachment: 2021-R-57 (2022-R-62 : 3Rd Street Water Main Improvements Project Expansion)

Authorize the City Manager to enter into an agreement with Mead and Hunt, Inc., to provide professional services to facilitate the 3rd Street Water Main Improvements.

COMMISSION GOAL:

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

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

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

MOTION:

APPROVE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE PROJECT "3rd STREET WATER MAIN IMPROVEMENTS" NOT TO EXCEED $88,634.00.

ATTACHMENTS:

- HH 3rd St WM Imps Proposal Scope Rev. 8.5.21 (1) (PDF)

Attachment: 2021-R-57 (2022-R-62 : 3Rd Street Water Main Improvements Project Expansion)

Resolution No. 2021-57

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE PROJECT "3RD STREET WATER MAIN IMPROVEMENTS" NOT TO EXCEED $88,634.00; 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 MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE PROJECT "3RD STREET WATER MAIN IMPROVEMENTS" NOT TO EXCEED $88,634.00; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City desires to improve the 3rd Street water main; and

WHEREAS, the City has a continuing services agreement with and has received a proposal from Mead and Hunt, Inc., to perform the engineering services for this project; and

WHEREAS, the requested amount for this authorization is $88,634.00.

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

SECTION 1. That the City Commission of the City of Holly Hill does hereby authorize the City Manager to enter into an agreement with Mead and Hunt, Inc., to provide professional services for the project "3rd Street Water Main Improvements" not to exceed $88,634.00.

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

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 24th day of AUGUST 2021.

Attachment: 2021-R-57 (2022-R-62 : 3Rd Street Water Main Improvements Project Expansion)

Chris Via, Mayor 8/24/2021

Valerie Manning, City Clerk,CMC 8/24/2021

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	John Penny, District 1 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

Attachment: 2021-R-57 (2022-R-62 : 3Rd Street Water Main Improvements Project Expansion)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **August 23, 2022**
FROM: **Susan Lincoln**
SUBJECT: **Consent to Authorize the City Manager to Execute a Contract with FPL for the Engineering of Phase 3 of the US1 Utility Under Grounding Project and Pay the Non-Refundable Deposit of $10,932.**
NUMBER: **(ID # 3854)**
APPLICANT:
PLANNER:

DISCUSSION:

On June 28, 2022, the City Manager provided the City Commission with the estimate from FPL to move forward with Phase 3 of the overhead to underground project. The estimate for FPL alone was approximately $1.6 Million, which would be reduced by $300,000 for the discount FPL applies. Until the city obtains full engineering from all the utilities involved, the total final cost will not be known, however, the staff is estimating Phase 3 of the project to be approximately $5 Million.

By consensus the City Commission directed the City Manager to move forward with Phase 3 of the project. At this time, the city must provide a non-refundable deposit in the amount of $10,932, CAD files and survey to FPL. FPL will provide the preliminary design and equipment location. Once the design is finalized and approved, FPL will provide a binding cost estimate.

FINANCIAL ANALYSIS:

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

STAFF RECOMMENDATION:

To approve the attached invoice and payment of the non-refundable deposit of $10,932.

COMMISSION GOAL:

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

MOTION:

Approve the attached invoice and payment of the non-refundable deposit of $10,932.

- OH to UG Holly Hill Eng Dep PH3 (PDF)

PAYMENT COUPON

/41150064002368000137591800290390300010932000

4,1,1500,640023,6800013759,1800290390,3,0001093200

Please mail this portion with your check

1800290390 1 of 1

Cust. No.:**6800013759**	Inv. No.:**1800290390**
This Month's Charges Past Due After	Amount Due This Invoice $ 10,932.00

CITY OF HOLLY HILL
1065 RIDGEWOOD AVE
HOLLY HILL FL 32117

Please see payment options and instructions at the bottom of this invoice.

FPL
General Mail Facility
Miami FL 33188-0001

Florida Power & Light Company

Invoice

Customer Name and Address

CITY OF HOLLY HILL
1065 RIDGEWOOD AVE
HOLLY HILL FL 32117

Federal Tax Id.#: 59-0247775

Customer Number: **6800013759**

Invoice Number: **1800290390**

Invoice Date: **08/04/2022**

4,1,1500,640023,6800013759,1800290390,3,0001093200

Please retain this portion for your records

CURRENT CHARGES AND CREDITS
Customer No: 6800013759 Invoice No: 1800290390

Description	Amount
WR# 11582298 PH3 Deposit	10,932.00

For Inquiries Contact: ANDREA CASTEBLANCO; 561-389-9976	**Total Amount Due** **$10,932.00** This Month's Charges Past Due After

Wire & ACH Payments

Account Name: Florida Power & Light Co.
Bank Name: Bank of America
Account Number: 3750132076
WIRE Only: City/State: New York, NY 10001 ABA No: 026-009-593
ACH Only: City/State: Dallas, TX ABA No.: 111-000-012
Please include the invoice number in the payment reference

Check Payments

Make check payable to Florida Power & Light in USD and mail payment with the top portion of this invoice to the address below:

General Mail Facility
Miami FL 33188-0001

1800290390 1 of 1

Attachment: OH to UG Holly Hill Eng Dep PH3 (3854 : Overhead to Underground Phase 3 Deposit to FPL)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **August 23, 2022**
FROM: **Susan Lincoln**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Amending the Comprehensive City Wide Adopted Fee Schedule for the City of Holly Hill for the Fiscal Year 2022-2023; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2022-R-56**
APPLICANT:
PLANNER:

DISCUSSION:

In September 2016 the staff brought forth a discussed combining of all rates into one annual Resolution to be adopted along with the annual budget as part of the budgeting process. Based on direction from the City Commission on changes to the rates staff is bringing forward the attached Resolution.

On August 13, 2019, the City Commission reviewed the Utility rate study and adopted changes in the City of Holly Hill's Code of Ordinances Chapter 70 (Utilities). The new fee structure methodology in this code change is consistent with recommended industry practices. This code change provided for annual rate adjustments to utilities rates of 5.5% for 5 years.

This Resolution updates the utility fees based on the changes to City of Holly Hill's Code of Ordinances, Chapter 70 (Utilities).

In addition, this Resolution incorporates annual modifications / changes to various fees / costs, surcharges and administrative costs/fees relating to the Code of Ordinances, Land Development Code and various administrative costs/fees. The Schedule of Fines, Fees, Costs and/or Penalties has been modified. This is the annual adoption of those rates adjusted for the fiscal year per existing ordinance or other factors.

This year the changes are being made to building and zoning fees, city clerk miscellaneous fees, water and sewer rates as adjusted per city ordinance, and fire protection fees.

FISCAL ANALYSIS:

The proposed utility fee changes average 5.5% as recommended in the Utility rates study. Adjustments are shown in the other fee changes.

STAFF RECOMMENDATION:

Recommend approval of the Resolution as submitted by staff.

COMMISSION GOAL:

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

MOTION:

APPROVE THE RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, AMENDING THE COMPREHENSIVE CITY-WIDE ADOPTED FEE SCHEDULE FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2022-2023.

ATTACHMENTS:

- FY 2022-2023 Proposed City-wide Fee Schedule (PDF)

HISTORY:

08/09/22 **City Commission** **PULLED BY CITY MANAGER**
Next: 08/23/22

Mr. Forte informed the Mayor and Commissioners that he would like to pull this item until the next meeting, August 23, 2022 at 6:00 PM because Finance was just informed by a citizen that there may be a difference in a few of the amounts and they would like to check that again before the Commission adopts it.

Resolution No. 2022-56

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, AMENDING THE COMPREHENSIVE CITY WIDE ADOPTED FEE SCHEDULE FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2022-2023; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, ESTABLISHING CERTAIN FEES, DECREASING CERTAIN FEES, AND INCREASING CERTAIN EXISTING FEES FOR VARIOUS SERVICES, PERMITS, AND CERTIFICATES PROVIDED BY THE CITY, AND INCREASING WATER AND SEWER RATES BY 5.5% FOR THE NEXT FISCAL YEARS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill, Florida, has made the following determinations:

1. On August 10, 2021, the City Commission adopted Resolution 2021-R-49, which was the most recent incorporation of annual modifications to various fees/costs, surcharges and administrative costs/fees relating to the Code of Ordinances, Land Development Code and various administrative costs/fees.

2. The Citywide Fee Schedule has been modified to incorporate 2022 changes in the City of Holly Hill's Code of Ordinances including Chapter 70 (Utilities) and various changes contained in the Land Development Code.

3. The Schedule of Fines, Fees, Costs and/or Penalties (which is attached hereto and incorporated herein as "Attachment "A") is being modified to reflect the changes that have been incorporated herein.

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

SECTION 1. Notice of the public meeting and public hearing at which this Resolution was considered was properly given, and all oral and written presentations made to and heard by the City Commission were properly considered.

SECTION 2. There is a reasonable relationship between the fees to be collected for the provision of various City services and the City's costs in providing those services.

SECTION 3. The fees which are newly created, increased, decreased, and unchanged- as set forth in the FY 2022-2023 Proposed Citywide Fee Schedule (Attachment

"A"):

1. Do not exceed the actual or estimated reasonable costs to the City of providing the services to which the fees relate;

2. Are reasonable and necessary to enable the City to provide the benefit or privilege, service or product, license or permit, use or rental, fine or penalty, or property development to which they relate;

3. Have been allocated in a manner such that the costs to a payor bear a fair and reasonable relationship to the payor's burden on, or benefits received, from the City; and

SECTION 4. The City Commission hereby approves and adopts:

1. The FY 2022-2023 Proposed Citywide Fee Schedule (Attachment "A") which:

A. Creates, increases, decreases, or removes some fees.

SECTION 5. Any fee, rate, charge, penalty, fine, table, or schedule contained in the FY 2022-2023 Proposed Citywide Fee Schedule (Attachment "A"), as adopted in this Resolution, will prevail and apply in the event of a conflict with any other fee, rate, charge, penalty, fine, table, or schedule.

SECTION 6. The newly created fees, unchanged fees, decreased fees and increased fees listed in this Resolution and set forth in the FY 2022-2023 Proposed Citywide Fee Schedule (Attachment "A") become effective on October 1, 2022.

APPROVED AND AUTHENTICATED on this 9th day of AUGUST, 2022.

City Wide Fee Schedule - Effective October 1, 2022

FEE TYPE	FY2021-22 CURRENT	FY2022-23 PROPOSED	CHANGE
BUILDING AND ZONING FEES			
APPLICATION FEES			
APPLIC FEE-TEMP SIGNAGE	25.00	25.00	-
APPLIC FEE-SIGN PERMIT	25.00	25.00	-
APPLIC FEE-BD OF PLAN/APL	50.00	50.00	-
APPLIC FEE-COMM BLDG PRMT	60.00	60.00	-
APPLIC FEE-RES ACCES.STRC	30.00	30.00	-
APPLIC FEE-RES BLDG PRMIT	30.00	30.00	-
APPLIC FEE-ROW NO ROAD CUT (ROW CONSTRUCTION)	200.00	200.00	-
APPLIC FEE-ROW ROAD CUT (ROW CONSTRUCTION)	500.00	500.00	-
BUILDING PERMIT FEES			
BUILDING VALUE 0-2,000 , BASE FEE	20.00	20.00	-
BUILDING VALUE 2,001-4,000, INITIAL FEE	30.00	30.00	-
BUILDING VALUE 4,001-100,000, BASE FEE	75.00	75.00	-
BUILDING VALUE 4,001-100,000, PER EACH THOUSAND	4.00	4.00	-
BUILDING VALUE 100,001-500,000, BASE FEE	450.00	450.00	-
BUILDING VALUE 100,001-500,000, PER EACH THOUSAND	3.00	3.00	-
BUILDING VALUE 500,001-1,000,000, BASE FEE	1,650.00	1,650.00	-
BUILDING VALUE 500,001-1,000,000, PER EACH THOUSAND	1.50	1.50	-
BUILDING VALUE > 1,000,000 BASE FEE	2,150.00	2,150.00	-
BUILDING VALUE > 1,000,000 PER EACH THOUSAND	1.00	1.00	-
PLAN REVIEW FEES			
REVISION TO APPROVED PLANS - PRIOR TO ISSUANCE OF PERMIT	30.00	30.00	-
REVISION TO APPROVED PLANS - AFTER ISSUANCE OF PERMIT	40.00	40.00	-
ZONING REVIEW - ANY VALUE	20.00	20.00	-
$0.00 to $5,000.00	25.00	25.00	-
$5,001.00 to $10,000.00	30.00	30.00	-
$10,001.00 to $50,000.00	60.00	60.00	-
$50,001.00 to $100,000.00	80.00	80.00	-
$100,001.00 to $200,000.00	100.00	100.00	-
$200,001.00 to $500,000.00	340.00	340.00	-
$500,001.00 AND OVER	340.00	340.00	-
EACH $500,000.00 OF VALUATION	20.00	20.00	-
PROCESSING FEES			
AFTER HOURS/SPECIAL INSPECTION FEE - Conducted outside normal working hours, to be pre-approved by Chief Building Official, and availability	200.00	200.00	-
CERTIFICATE OF COMPLETION	20.00	20.00	-
CERTIFICATE OF OCCUPANCY	20.00	20.00	-
CHANGE CONTRACTOR FEE	25.00	25.00	-
CHANGE SUB-CONTRACTOR FEE	10.00	10.00	-
CLOSEOUT FEES-RE:NEW/ADDN	250.00	250.00	-
CLOSEOUT FEES-REACTV.MISC	40.00	40.00	-
CLOSEOUT FEES-REACTV.POOL	120.00	120.00	-

Attachment: FY 2022-2023 Proposed City-wide Fee Schedule (2022-R-56 : Fiscal Year 2023 Fee Resolution and Previously Approved Water &

City Wide Fee Schedule - Effective October 1, 2022

FEE TYPE	FY2021-22 CURRENT	FY2022-23 PROPOSED	CHANGE
EXPIRED PERMIT RENEWAL	Cost of original permit excluding impact fees already paid	Cost of original permit excluding impact fees already paid	
FINES - WORK WITHOUT A PERMIT	$200 or 2X Permit Fee - whichever is greater	$200 or 2X Permit Fee - whichever is greater	
FLOOD DETERMINATION LETTER	50.00	50.00	-
GENERAL INSPECTION FEE	40.00	40.00	-
LETTER OF AUTHORIZATION (Allows for usage of building in limited circumstances when life-safety, health and sturctural requirements have been met. Not operating for public. Only valid for 90 day maximum)	500.00	500.00	-
PERMIT EXTENSION - ACTIVE PERMITS (FEE PER 90 DAYS)	50.00	50.00	
PLACARD FEE	3.00	3.00	-
PLACARD REPLACEMENT PACKAGE FEE	10.00	20.00	10.00
ROW-RESIDENTIAL DRIVEWAY APRON FEE	125.00	125.00	-
TECHNOLOGY FEE	10% of the value of all permits	10.00	Various
LAND DEVELOPMENT FEES			
(PASS THROUGH ADVERTISING COSTS AND OUTSIDE REVIEW, AS APPLICABLE, ARE NOT INCLUDED IN THE BELOW COSTS)			
ADDRESSING - ADDRESSING CHANGES NOT PART OF A DEVELOPMENT PLAN	50.00	50.00	-
COMP PLAN AMEND-LG SCALE	3,000.00	3,000.00	-
COMP PLAN AMEND-SM SCALE	2,000.00	2,000.00	-
CONCURRENCY REVIEW - NON-BINDING LETTER	110.00	110.00	-
LOT SPLIT - ONE **LOT UP TO THREE** / LOT LINE RECONFIGURATION	250.00	250.00	-
PLAT - FINAL (BASE FEE)	500.00	**750.00**	**250.00**
PLAT - FINAL PER LOT CHARGE (IN ADDITION TO BASE FEE)	25.00	25.00	-
PLAT - MINOR UNDER 4 RESIDENTIAL LOTS OR UNDER ~~2~~ 3 COMMERCIAL LOTS	500.00	500.00	-
REZONING - NON-PUD/CODE **TEXT** AMENDMENT	1,200.00	**1,400.00**	**200.00**
REZONING - PUD	2,000.00	2,000.00	-
REZONING - PUD **MAJOR** AMENDMENT	1,250.00	1,250.00	-
PLANNED DEVELOPMENT MINOR AMENDMENT	-	**400.00**	**400.00**
SITE PLAN CONCEPTUAL REVIEW (ONE TIME)	100.00	100.00	-
SITE PLAN REVIEW-LAND DEV	1,200.00	**1,400.00**	**200.00**
SITE PLAN RESUBMITTALS - STARTING WITH 3RD RESUBMITTAL	25% OF APPLICATION COST	25% OF APPLICATION COST	
SMALL SITE PLAN (UNDER 1000 SQUARE FEET OF IMPERVIOUS)	500.00	500.00	-
SPECIAL EXCEPTION-LAND DEV	500.00	500.00	-
STREET AND/OR EASEMENT VACATIONS-PER STREET OR EASEMENT	325.00	325.00	-
STREET NAME CHANGE	350.00	350.00	-
SUBDIVISION FINAL ENGINEERING (BASE FEE)	1,000.00	**1,200.00**	**200.00**
SUBDIVISION FINAL ENGINEERING PER LOT CHARGE (IN ADDITION TO BASE FEE)	25.00	25.00	-
TRAFFIC IMPACT ANALYSIS REVIEW	Actual Cost	Actual Cost	

Attachment: FY 2022-2023 Proposed City-wide Fee Schedule (2022-R-56 : Fiscal Year 2023 Fee Resolution and Previously Approved Water &

City Wide Fee Schedule - Effective October 1, 2022

FEE TYPE	FY2021-22 CURRENT	FY2022-23 PROPOSED	CHANGE
VARIANCE NON-RESIDENTIAL	500.00	500.00	-
VARIANCE RESIDENTIAL	350.00	350.00	-
WAVIERS AND APPEALS TO BOPA	300.00	300.00	-
ALL OTHER	300.00	300.00	-
ZONING VERIF FOR ALCOHOL / TOBACCO	-	**50.00**	**50.00**
ZONING VERIF LETTER/~~REBUILD~~ (NON PUD)	50.00	**75.00**	**25.00**
ZONING VERIF LETTER FORPLANNED UNIT DEVELOPMENT/BASIC DUE DILIGENCE/ SPECIFIC QUESTION	125.00	125.00	**-**
SITE PERMIT FEE			
SITE PERMIT - COVERS ALL INSPECTIONS FOR WATER, SEWER, ROW IMPROVEMENTS, EROSION CONTROL, RECLAIM AND SOLID WASTE	The greater of 2% of the cost of site improvements only or 250.00	The greater of 2% of the cost of site improvements only or 250.00	
ELECTRICAL PERMITS			
ELECTRICAL - COMMERCIAL	60.00	60.00	-
ELECTRICAL - RESIDENTIAL	30.00	30.00	-
ELEC - CIRCUIT UP TO 10	6.00	6.00	-
ELEC - POOL/SINGLE FAMILY RESIDENTIAL	75.00	75.00	-
ELEC - PRE POWER COMMERCIAL	100.00	100.00	-
ELEC - POOL COMMERCIAL	200.00	200.00	-
ELEC - PRE POWER - RESIDENTIAL	50.00	50.00	-
ELEC - TEMP POWER POLE	50.00	50.00	-
ELEC - PER AMP SINGLE PHASE	0.60	0.60	-
ELEC - 3PH 241+ VOLT/PER AMP	1.50	1.50	-
ELEC - 3PH TO 240 VOLT PER AMP	1.00	1.00	-
ELEC - EACH ADDITIONAL CIRCUIT	3.00	3.00	-
LOW VOLTAGE ALARM SYSTEMS UP TO 5,000	30.00	30.00	-
LOW VOLTAGE ALARM SYS > 5,000 (PER 1,000)	5.00	5.00	-
FIRE PLAN REVIEWS			
FIRE PLAN REV/<20K SQ FT	60.00	60.00	-
FIRE REVIEW/20,001-30K SQ'	90.00	90.00	-
FIRE REVW/30,001-40K SQ'	120.00	120.00	-
FIRE REVW/40,001-50K SQ'	150.00	150.00	-
FIRE REVW/50,001-60K SQ'	180.00	180.00	-
FIRE REVW/60,001-70K SQ'	210.00	210.00	-
FIRE REVW/70,001-80K SQ'	240.00	240.00	-
FIRE REVW/80,001-90K SQ'	270.00	270.00	-
FIRE PLAN REV/>90,001 SQ'	300.00	300.00	-
FIRE-HOOD SYS/SPR BTH-SUP	100.00	100.00	-
FIRE-SITE PLANS (EACH RE-SUBMITTAL)	25.00	25.00	-
CONSTRUCTION, RENOVATIONS, ADDITIONS (PER SQ FOOT)	0.50	0.50	-
FIRE SPRINKLER UP TO 10,000 SQ FEET	100.00	100.00	-
FIRE SPRINKLER OVER 10,000 SQ FEET	100.00	100.00	-
FIRE SPRINKLER OVER 10,000 SQ FEET	10.00 per each additional 1000 sq. ft. over 10,000	10.00 per each additional 1000 sq. ft. over 10,000	
STANDPIPE SYSTEMS / EACH SYSTEM	50.00	50.00	-
PRIVATE FIRE SERVICE MAIN (BELOW GROUND)	50.00	50.00	-
COMMERCIAL COOKING - EACH HOOD	75.00	75.00	-
FLAMMABLE SPRAY BOOTH (INCLUDES SUPPRESSION SYS)	75.00	75.00	-

Attachment: FY 2022-2023 Proposed City-wide Fee Schedule (2022-R-56 : Fiscal Year 2023 Fee Resolution and Previously Approved Water &

City Wide Fee Schedule - Effective October 1, 2022

FEE TYPE	FY2021-22 CURRENT	FY2022-23 PROPOSED	CHANGE
VENTILIATION SYSTEM (COMMERCIAL/BOTH)	50.00	50.00	-
EMERGENCY GENERATOR	75.00	75.00	-
FUEL TANK INSTALLATION (BELOW GROUND)	50.00	50.00	-
FUEL TANK INSTALLATION (ABOVE GROUND)	35.00	35.00	-
FIRE ALARM SYSTEMS UP TO 10,000 SQ FEET	75.00	75.00	-
FIRE ALARM SYSTEMS OVER 10,000 SQ FEET PER THOUSAND	10.00	10.00	-
SYSTEM TEST FEES			
ALARM SYSTEMS UP TO 10,000 SQ FEET	25.00	25.00	-
ALARM SYSTEMS OVER 10,000 SQ FEET	50.00	50.00	-
COMMERCIAL COOKING (EACH SYSTEM)	60.00	60.00	-
FIRE HYDRANT FLOW TEST	25.00	25.00	-
FIRE PUMP TEST	25.00	25.00	-
HYDROSTATIC TEST UP TO 10,000 SQ. FT.	75.00	75.00	-
HYDROSTATIC TEST OVER 10,000 SQ. FT.	125.00	125.00	-
HYDROSTATIC TEST (UNDERGROUND)	75.00	75.00	-
ANNUAL FIRE SAFETY INSPECTION FEES			
0 -3,000 SQ. FT. (INITIAL)	40.00	40.00	-
3,001 - 5,000 SQ. FT. (INITIAL)	50.00	50.00	-
5,001 - 10,000 SQ. FT. (INITIAL)	60.00	60.00	-
10,001 - 15,000 SQ. FT. (INITIAl)	100.00	100.00	-
15,001 - 20,000 SQ. FT. (INITIAL)	120.00	120.00	-
20,001 - 30,000 SQ. FT. (INITIAL)	150.00	150.00	-
EACH ADDITIONAL 10,000 SQ. FT.	8.00	8.00	-
1ST REINSPECTION	40.00	40.00	-
2ND REINSPECTION	50.00	50.00	-
3RD AND SUBSEQUENT REINSPECTIONS	160.00	160.00	-
(NOTE: 3RD AND SUBSEQUEST INSPECTION FEES PER FLORIDA STATE STATUTE 553.80(2)(c)			
FIRE INSPECTION FEES FOR BLDG PERMITS			
INITIAL INSPECTION FEE	40.00	40.00	
RE-INSPECTION FEE-SECOND	50.00	50.00	-
RE-INSPECTION FEE-THIRD AND SUBSEQUENT	160.00	160.00	-
(NOTE: 3RD AND SUBSEQUENT INSPECTION FEES PER FLORIDA STATE STATUTE 553.80(2)(c)			
PLUMBING PERMIT FEES			
PLUMB-MIN FEE-RESIDENTIAL	30.00	30.00	-
PLUMB-MIN FEE-ALL OTHER	60.00	60.00	-
PLUMB - BACKFLOW DEVICE	5.00	5.00	-
PLUMB - SEPTIC/DF UP TO 1000 G	6.00	6.00	-
PLUMB - WATER SERVICE PIPING	10.00	10.00	-
PLUMB - STORMWATER	250.00	250.00	-
PLUMB - SOLAR WATER HEAT SYS	10.00	10.00	-
PLUMB - POOL DRAIN & PIPE RESD	30.00	30.00	-
PLUMB - POOL DRAIN & PIPE COMM	60.00	60.00	-
PLUMB - FIRE SPRINKLER TO CITY WATER	30.00	30.00	-
PLUMB - FIRE SPRINKLER HEAD (EACH)	0.50	0.50	-
PLUMB - SEWER PER HOUSE	10.00	10.00	-
PLUMB - EACH FIXTURE	5.00	5.00	-

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FEE TYPE	FY2021-22 CURRENT	FY2022-23 PROPOSED	CHANGE
OTHER SPECIAL FEATURES (ICE MACHINES, COFFEE URNS, ETC.)	5.00	5.00	-
PLUMB - METER RESET	10.00	10.00	-
PLUMB-REPAIR OR ALTERATION OF DRAINAGE OR VENT PIPE	10.00	10.00	-
REPAIR OF DRAINAGE OR VENT PIPE, 1-5 EA.	5.00	5.00	-
REPAIR OF DRAINAGE OR VENT PIPE, Over 5 EA.	2.00	2.00	-
BUILDING PERMIT RE-INSPECTION FEES			
RE-INSPECTION FEE-FIRST	40.00	40.00	-
RE-INSPECTION FEE-SECOND	50.00	50.00	-
RE-INSPECTION FEE-THIRD AND SUBSEQUENT	160.00	160.00	-
(NOTE: 3RD AND SUBSEQUEST INSPECTION FEES PER FLORIDA STATE STATUTE 553.80(2)(c)			
PUBLIC WORKS RE-INSPECTION FEES			
RE-INSPECTION FEE-FIRST	40.00	40.00	-
RE-INSPECTION FEE-SECOND	50.00	50.00	-
RE-INSPECTION FEE-THIRD AND SUBSEQUENT	160.00	160.00	-
(NOTE: 3RD AND SUBSEQUEST INSPECTION FEES PER FLORIDA STATE STATUTE 553.80(2)(c)			
WASTEWATER TAP FEES			
WW TAP-CAT.1 EXISTING LATERAL - INSPECTION ONLY	50.00	50.00	-
WW TAP-CAT.2 SHALLOW < 4' DEEP LATERAL	Cost + 5%	Cost + 5%	
WW TAP-CAT.3 DEEP > 4' LATERAL	Cost + 5%	Cost + 5%	
WW TAP-CAT.4 EXTEND LATERAL FROM CLOSEST MANHOLE	Cost + 5%	Cost + 5%	
WATER TAP FEES			
WATER TAP FEE - 3/4"	Cost + 5%	Cost + 5%	
WATER TAP FEE - 1"	Cost + 5%	Cost + 5%	
WATER TAP FEE - 1 1/2"	Cost + 5%	Cost + 5%	
WATER TAP FEE - 2"	Cost + 5%	Cost + 5%	
WATER TAP FEE - 3"	Cost + 5%	Cost + 5%	
WATER TAP FEE - 4"	Cost + 5%	Cost + 5%	
WATER METER SET FEES			
INSIDE CITY:			
WATER METER SET - 3/4"	500.00	500.00	-
WATER METER SET - 1"	625.00	625.00	-
WATER METER SET - 1 1/2"	1,050.00	1,050.00	-
WATER METER SET - 2"	1,450.00	1,450.00	-
WATER METER SET - 2" (HIGH FLOW)	2,160.00	2,160.00	-
WATER METER SET - 3" (HIGH FLOW)	2,300.00	2,300.00	-
WATER METER SET - 4" (HIGH FLOW)	3,600.00	3,600.00	-
OUTSIDE CITY:			
WATER METER SET - 3/4"	625.00	625.00	
WATER METER SET - 1"	781.25	781.25	-
WATER METER SET - 1 1/2"	1,312.50	1,312.50	-
WATER METER SET - 2"	1,812.50	1,812.50	-
WATER METER SET - 2" (HIGH FLOW)	2,700.00	2,700.00	-
WATER METER SET - 3" (HIGH FLOW)	2,875.00	2,875.00	-
WATER METER SET - 4" (HIGH FLOW)	4,500.00	4,500.00	-

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FEE TYPE	FY2021-22 CURRENT	FY2022-23 PROPOSED	CHANGE
GAS PERMIT FEES			
GAS - PER OUTLET (1-4)	2.00	2.00	-
GAS - PERMIT RESIDENTIAL	30.00	30.00	-
GAS - PERMIT COMMERCIAL	60.00	60.00	-
GAS - EA ADDTNL OUTLET, OVER 4	3.50	3.50	-
MECHANICAL PERMIT FEES			
MECHANICAL-SINGLE FAMILY-RESIDENTIAL	30.00	30.00	-
MECHANICAL-ALL OTHER	60.00	60.00	-
PLUS EQUIP. CHANGE-OUT (NO DUCTWORK)	5.00	5.00	-
DUCTWORK ONLY	Valuation	Valuation	
MECH - 0 - 3 TONS	65.00	65.00	-
MECH - 3+ - 10 TONS, INITIAL FEE	65.00	65.00	-
MECH - 3+ - 10 TONS PER TON	11.00	11.00	-
MECH - 10+ - 25 TONS, INITIAL FEE	142.00	142.00	-
MECH - 10+ - 25 TONS PER TON	9.00	9.00	-
MECH - 25+ - 50 TONS, INITIAL FEE	277.00	277.00	-
MECH - 25+ - 50 TONS, PER TON	5.50	5.50	-
MECH - 50+ TONS, INITIAL FEE	414.00	414.00	-
MECH - 50+ TONS PER TON	4.50	4.50	-
SIGN PERMIT FEES			
ANNUAL SIGN RENEWAL FEE	25% OF ORIGINAL PERMIT FEE	25% OF ORIGINAL PERMIT FEE	
SIGN - NON-ILLUMINATED-1ST 5 SQ. FT.	10.00	10.00	-
SIGN - NON-ILLUMINATED-EACH SQ. FT.	0.25	0.25	-
SIGN - ILLUMINATED-1ST 5 SQ. FT.	25.00	25.00	-
SIGN - ILLUMINATED-EACH SQ. FT.	0.25	0.25	
TEMPORARY SIGN-PER DAY	1.00	1.00	
MISC. BUILDING & ZONING FEES			
ALCOHOL LICENSE (PER DAY, PER EVENT)	25.00	25.00	-
BUILDING PERMIT - RESIDENTIAL FENCE	50.00	50.00	-
~~**BUILDING PERMIT - RESIDENTIAL SHED**~~	**50.00**	-	**(50.00)**
BUILDING PERMIT - RESIDENTIAL WATER HEATER	50.00	50.00	-
BUSINESS USE OF FOOD TRUCK	25.00/Year	**75.00/Year**	**50.00**
COMMERCIAL STOCKING PERMIT	100.00	100.00	-
DEMOLITION - COMM OR RESIDENTIAL (PER STRUCTURE)	50.00	50.00	-
~~**FOOD TRUCK ANNUAL PERMIT**~~	125.00/Year	-	**(125.00)**
FUEL STRG TANK/PUMP PERMIT (PER PUMP)	50.00	50.00	-
GARAGE SALE PERMIT	5.00	5.00	-
LETTER OF AUTHORIZATION (Allows for usage of building in limited circumstances when life-safety, health and sturctural requirements have been met. Not operating for public. Only valid for 90 day maximum)	500.00	500.00	
LOW VOLTAGE SYSTEM LABEL	55.00	55.00	-
METER RESET FEE	10.00	10.00	-
MOBILE HOME PERMIT (Set-up)	250.00	250.00	-
MOVING PERMIT (HOUSE MOVING)	200.00	200.00	-
ROOF - NEW OR REPLACEMENT	50.00	50.00	-

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FEE TYPE	FY2021-22 CURRENT	FY2022-23 PROPOSED	CHANGE
OR ROOF - NEW OR REPL (GREATER OF) PER SQUARE	2.00	2.00	-
SIDEWALK PER LINEAR FT	13.00	13.00	-
SPECIAL EVENT PERMIT - CITY RECOGNIZED	N/A	N/A	
BASE FEE (PER EVENT)	200.00	200.00	-
OTHER CITY CHARGES (SEE GENERAL GOV'T CHARGES)	Based on Event	Based on Event	
SPECIAL EVENT PERMIT - INDEPENDENT	N/A	N/A	
SMALL EVENT - **50 PEOPLE OR LESS**	50.00	50.00	-
LARGE EVENT - **OVER 50 PEOPLE**	150.00	150.00	-
OTHER CITY CHARGES (SEE GENRAL GOV'T CHARGES)	Based on Event	Based on Event	
TENT PERMIT	50.00	50.00	-
TREE REMOVAL PERMIT, FIRST TREE	30.00	**60.00**	30.00
TREE REMOVAL PERMIT, EACH ADDITIONAL TREE	5.00	**10.00**	5.00
PASS-THROUGH FEES			
(ACTUAL CONSULTANT COSTS AS APPLICABLE)			
LEGAL NOTICES	Actual Cost	Actual Cost	
ADVERTISING	Actual Cost	Actual Cost	
LEGAL REVIEW AND OPINION	Actual Cost	Actual Cost	
PLAN REVIEW-BUILDING, ELECTRICAL, GAS, MECHANICAL, PLUMBING OR ENGINEERING (INCLUDING STORMWATER)	Actual Cost	Actual Cost	
INSPECTIONS-BUILDING, ELECTRICAL, GAS, MECHANICAL, PLUMBING OR ENGINEERING (INCLUDING STORMWATER)	Actual Cost	Actual Cost	
RE-INSPECTIONS-BUILDING, ELECTRICAL, GAS, MECHANICAL, PLUMBING OR ENGINEERING (INCLUDING STORMWATER)	Actual Cost	Actual Cost	
CODE ENFORCEMENT			
MISC.			
SPECIAL MASTER	250.00	250.00	-
SPECIAL MASTER (PER DAY)	500.00	500.00	-
SPECIAL MASTER (ONE TIME FINE)	5,000.00	5,000.00	-
CODE FINE (CLASS I)	50.00	50.00	-
CODE FINE (CLASS I)-REPEAT OFFENSE	100.00	100.00	-
CODE FINE (CLASS II)	100.00	100.00	-
CODE FINE (CLASS II)-REPEAT OFFENSE	200.00	200.00	-
CODE FINE (CLASS III)	250.00	250.00	-
CODE FINE (CLASS III)-REPEAT OFFENSE	500.00	500.00	-
LICENSES OR REGULATED TRADEWORK BY A CONTRACTOR, PERFORMED WITHOUT A PERMIT(FIRST OFFENSE)	250.00	250.00	-
LICENSES OR REGULATED TRADEWORK BY A CONTRACTOR, PERFORMED WITHOUT A PERMIT(EACH SUBSEQUENT OFFENSE)	500.00	500.00	-
CITY CLERK			
MISCELLANEOUS CHARGES FOR COPIES			
SINGLE-SIDED COPIES, UP TO 8 ½" X 14"	0.15	0.15	-
DOUBLE-SIDED COPIES, UP TO 8 ½" x 14"	0.20	0.20	-
SINGLE-SIDED COPIES, UP TO 11" x 17"	0.50	0.50	-
DOUBLE-SIDED COPIES, UP TO 11" X 17"	0.75	0.75	-
LARGER SIZE COPIES	Actual Cost	Actual Cost	
DUPLICATION			

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FEE TYPE	FY2021-22 CURRENT	FY2022-23 PROPOSED	CHANGE
CERTIFIED COPY OF A PUBLIC RECORD - IN ADDITION TO COPY COST	$1.00 Per Page	$1.00 Per Page	
DUPLICATE DVD	2.00	2.00	-
FACSIMILE TRANSMISSION - PER FAXED PAGE	1.00	1.00	-

NOTE: ADDITIONAL CHARGES WILL BE ADDED TO COVER THE COST OF POSTAGE AND

§119.07(1)(b), Florida Statutes, provides: "If the nature or volume of public records requested to be inspected, examined, or copied is such as to require extensive use of information technology resources or extensive clerical or supervisory assistance by personnel of the agency involved, or both, the agency may charge, in addition to the actual cost of duplication, a special service charge, which shall be reasonable and shall be based on the cost incurred for such extensive use of information technology resources or the labor cost of the personnel providing the service that is actually incurred by the agency or attributable to the agency for the clerical and supervisory assistance required, or both."

UTILITIES

UTILITY DEPOSIT RATES

RESIDENTIAL UTILITY DEPOSITS ARE BASED ON CREDIT SCORE AS VERIFIED BY APPROVED PROVIDER:			
GREEN			
WATER	50.00	50.00	-
SEWER	50.00	50.00	-
SOLID WASTE	50.00	50.00	-
YELLOW			
WATER	75.00	75.00	-
SEWER	75.00	75.00	-
SOLID WASTE	75.00	75.00	-
RED			
WATER	100.00	100.00	-
SEWER	100.00	100.00	-
SOLID WASTE	100.00	100.00	-

DEFINITIONS OF GREEN, YELLOW, AND RED ARE LISTED BELOW:

GREEN LIGHT - MINIMAL DEPOSIT REQUIRED. BASED ON THE INFORMATION PROVIDED, THE APPLICANT HAS A GOOD CREDIT SCORE AND POSES A LOW CREDIT RISK.

YELLOW LIGHT - DEPOSIT REQUIRED. BASED ON THE INFORMATION PROVIDED, THE APPLICANT HAS AN AVERAGE CREDIT SCORE AND POSES A MODERATE CREDIT RISK.

RED LIGHT - MAXIMUM DEPOSIT REQUIRED. BASED ON THE INFORMATION PROVIDED, THE APPLICANT HAS A POOR CREDIT SCORE OR EXCHANGE HITS AND POSES A HIGH CREDIT RISK, **OR IF THEY REFUSE CREDIT CHECK.**

DEPOSIT OF $150 REQUIRED FOR PROPERTY MANAGEMENT COMPANIES OR LANDLORDS IN LIEU OF FULL DEPOSIT TO RECEIVE SERVICES WHILE PREPARING PROPERTY FOR NEW TENANTS.

NON-RESIDENTIAL UTILITY DEPOSITS ARE BASED ON AN AMOUNT EQUAL TO TWICE THE ESTIMATED AVERAGE MONTHLY BILL

ADDITIONAL DEPOSITS

IN THE EVENT THE UTILITY SERVICE IS DISCONNECTED 2 OR MORE TIMES FOR NON-PAYMENT OR HAS RECEIVED 2 OR MORE

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FEE TYPE	FY2021-22 CURRENT	FY2022-23 PROPOSED	CHANGE
WATER/SEWER UTILITY RATES			
WATER			
WATER FIXED MONTHLY CHARGES			
INSIDE CITY:			
WATER RESIDENTAL 3/4" METER-MONTHLY	9.32	9.83	0.51
WATER RESIDENTAL 1" METER-MONTHLY	9.32	9.83	0.51
WATER RESIDENTAL 1 1/2" METER-MONTHLY	31.05	32.76	1.71
WATER RESIDENTAL 2" METER-MONTHLY	49.69	52.42	2.73
WATER RESIDENTAL 3" METER-MONTHLY	135.10	142.53	7.43
WATER RESIDENTAL 4" METER-MONTHLY	232.92	245.73	12.81
WATER RESIDENTAL 6" METER-MONTHLY	496.90	524.23	27.33
WATER RESIDENTAL 8" METER-MONTHLY	869.57	917.40	47.83
WATER RESIDENTAL 10" METER-MONTHLY	1,304.37	1,376.11	71.74
WATER RESIDENTAL MULTI UNIT (PER UNIT-MONTHLY)	8.81	9.29	0.48
WATER NON-RESIDENTAL 3/4" METER-MONTHLY	9.32	9.83	0.51
WATER NON-RESIDENTAL 1" METER-MONTHLY	15.53	16.38	0.85
WATER NON-RESIDENTAL 1 1/2" METER-MONTHLY	31.05	32.76	1.71
WATER NON-RESIDENTAL 2" METER-MONTHLY	49.69	52.42	2.73
WATER NON-RESIDENTAL 3" METER-MONTHLY	135.10	142.53	7.43
WATER NON-RESIDENTAL 4" METER-MONTHLY	232.92	245.73	12.81
WATER NON-RESIDENTAL 6" METER-MONTHLY	496.90	524.23	27.33
WATER NON-RESIDENTAL 8" METER-MONTHLY	869.57	917.40	47.83
WATER NON-RESIDENTAL 10" METER-MONTHLY	1,304.37	1,376.11	71.74
WATER NON-RESIDENTAL MULTI UNIT (PER UNIT-MONTHLY)	8.81	9.29	0.48
OUTSIDE CITY:		-	-
WATER RESIDENTAL 3/4" METER-MONTHLY	11.65	12.29	0.64
WATER RESIDENTAL 1" METER-MONTHLY	11.65	12.29	0.64
WATER RESIDENTAL 1 1/2" METER-MONTHLY	38.82	40.95	2.13
WATER RESIDENTAL 2" METER-MONTHLY	62.11	65.52	3.42
WATER RESIDENTAL 3" METER-MONTHLY	168.87	178.16	9.29
WATER RESIDENTAL 4" METER-MONTHLY	291.15	307.17	16.01
WATER RESIDENTAL 6" METER-MONTHLY	621.12	655.29	34.16
WATER RESIDENTAL 8" METER-MONTHLY	1,086.97	1,146.75	59.78
WATER RESIDENTAL 10" METER-MONTHLY	1,630.46	1,720.13	89.68
WATER RESIDENTAL MULTI UNIT (PER UNIT-MONTHLY)	11.01	11.62	0.61
		-	-
WATER NON-RESIDENTAL 3/4" METER-MONTHLY	11.65	12.29	0.64
WATER NON-RESIDENTAL 1" METER-MONTHLY	19.41	20.48	1.07
WATER NON-RESIDENTAL 1 1/2" METER-MONTHLY	38.82	40.95	2.13
WATER NON-RESIDENTAL 2" METER-MONTHLY	62.11	65.52	3.42
WATER NON-RESIDENTAL 3" METER-MONTHLY	168.87	178.16	9.29
WATER NON-RESIDENTAL 4" METER-MONTHLY	291.15	307.17	16.01
WATER NON-RESIDENTAL 6" METER-MONTHLY	621.12	655.29	34.16
WATER NON-RESIDENTAL 8" METER-MONTHLY	1,086.97	1,146.75	59.78
WATER NON-RESIDENTAL 10" METER-MONTHLY	1,630.46	1,720.13	89.68

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FEE TYPE	FY2021-22 CURRENT	FY2022-23 PROPOSED	CHANGE
WATER NON-RESIDENTAL MULTI UNIT (PER UNIT-MONTHLY)	11.01	11.62	0.61
WATER VOLUMETRIC RATES (ALL RATES SHOWN ARE FEE PER 1,000 GALLONS)			
WATER INSIDE CITY:		-	-
WATER RESIDENTAL 0 TO 2,000 GALLONS	4.43	4.67	0.24
WATER RESIDENTAL 2,001 TO 5,000 GALLONS	8.85	9.34	0.49
WATER RESIDENTAL 5,001 TO 10,000 GALLONS	10.18	10.74	0.56
WATER RESIDENTAL 10,001 TO 15,000 GALLONS	11.06	11.67	0.61
WATER RESIDENTAL OVER 15,000 GALLONS	11.95	12.61	0.66
		-	-
WATER MULTI UNIT RESIDENTAL 0 TO 2,000 GALLONS	4.43	4.67	0.24
WATER MULTI UNIT RESIDENTAL 2,001 TO 5,000 GALLONS	8.85	9.34	0.49
WATER MULTI UNIT RESIDENTAL 5,001 TO 10,000 GALLONS	10.18	10.74	0.56
WATER MULTI UNIT RESIDENTAL 10,001 TO 15,000 GALLONS	11.06	11.67	0.61
WATER MULTI UNIT RESIDENTAL OVER 15,000 GALLONS	11.95	12.61	0.66
		-	-
WATER NON-RESIDENTAL 0 TO 2,000 GALLONS	8.85	9.34	0.49
WATER NON-RESIDENTAL 2,001 TO 5,000 GALLONS	8.85	9.34	0.49
WATER NON-RESIDENTAL 5,001 TO 10,000 GALLONS	10.18	10.74	0.56
WATER NON-RESIDENTAL 10,001 TO 15,000 GALLONS	10.18	10.74	0.56
WATER NON-RESIDENTAL OVER 15,000 GALLONS	10.18	10.74	0.56
WATER MULTI UNIT NON-RESIDENTAL 0 TO 2,000 GALLONS	4.43	4.67	0.24
WATER MULTI UNIT NON-RESIDENTAL 2,001 TO 5,000 GALLONS	8.85	9.34	0.49
WATER MULTI UNIT NON-RESIDENTAL 5,001 TO 10,000 GALLONS	10.18	10.74	0.56
WATER MULTI UNIT NON-RESIDENTAL 10,001 TO 15,000 GALLONS	11.06	11.67	0.61
WATER MULTI UNIT NON-RESIDENTAL OVER 15,000 GALLONS	11.95	12.61	0.66
		-	-
WATER OUTSIDE CITY:		-	-
WATER RESIDENTAL 0 TO 2,000 GALLONS	5.54	5.84	0.30
WATER RESIDENTAL 2,001 TO 5,000 GALLONS	11.06	11.67	0.61
WATER RESIDENTAL 5,001 TO 10,000 GALLONS	12.73	13.43	0.70
WATER RESIDENTAL 10,001 TO 15,000 GALLONS	13.83	14.59	0.76
WATER RESIDENTAL OVER 15,000 GALLONS	14.94	15.76	0.82
		-	-
WATER MULTI UNIT RESIDENTAL 0 TO 2,000 GALLONS	5.54	5.84	0.30
WATER MULTI UNIT RESIDENTAL 2,001 TO 5,000 GALLONS	11.06	11.67	0.61
WATER MULTI UNIT RESIDENTAL 5,001 TO 10,000 GALLONS	12.73	13.43	0.70
WATER MULTI UNIT RESIDENTAL 10,001 TO 15,000 GALLONS	13.83	14.59	0.76
WATER MULTI UNIT RESIDENTAL OVER 15,000 GALLONS	14.94	15.76	0.82
		-	-
WATER NON-RESIDENTAL 0 TO 2,000 GALLONS	11.06	11.67	0.61
WATER NON-RESIDENTAL 2,001 TO 5,000 GALLONS	11.06	11.67	0.61
WATER NON-RESIDENTAL 5,001 TO 10,000 GALLONS	12.73	13.43	0.70
WATER NON-RESIDENTAL 10,001 TO 15,000 GALLONS	12.73	13.43	0.70
WATER NON-RESIDENTAL OVER 15,000 GALLONS	12.73	13.43	0.70
		-	-
WATER OUTSIDE MULTI UNIT CITY NON-RESIDENTAL 0 TO 2,000 GALLONS	5.54	5.84	0.30

Attachment: FY 2022-2023 Proposed City-wide Fee Schedule (2022-R-56 : Fiscal Year 2023 Fee Resolution and Previously Approved Water &

City Wide Fee Schedule - Effective October 1, 2022

FEE TYPE	FY2021-22 CURRENT	FY2022-23 PROPOSED	CHANGE
WATER OUTSIDE MULTI UNIT CITY NON-RESIDENTAL 2,001 TO 5,000 GALLONS	11.06	11.67	0.61
WATER OUTSIDE MULTI UNIT CITY NON-RESIDENTAL 5,001 TO 10,000 GALLONS	12.73	13.43	0.70
WATER OUTSIDE MULTI UNIT CITY NON-RESIDENTAL 10,001 TO 15,000 GALLONS	13.83	14.59	0.76
WATER OUTSIDE MULTI UNIT CITY NON-RESIDENTAL OVER 15,000 GALLONS	14.94	15.76	0.82
SEWER			
SEWER FIXED MONTHLY CHARGES			
SEWER INSIDE CITY:			
SEWER RESIDENTAL 3/4" METER-MONTHLY	13.37	14.10	0.74
SEWER RESIDENTAL 1" METER-MONTHLY	13.37	14.10	0.74
SEWER RESIDENTAL 1 1/2" METER-MONTHLY	44.55	47.00	2.45
SEWER RESIDENTAL 2" METER-MONTHLY	71.29	75.21	3.92
SEWER RESIDENTAL 3" METER-MONTHLY	193.81	204.47	10.66
SEWER RESIDENTAL 4" METER-MONTHLY	334.15	352.53	18.38
SEWER RESIDENTAL 6" METER-MONTHLY	712.87	752.08	39.21
SEWER RESIDENTAL 8" METER-MONTHLY	1,247.52	1,316.14	68.61
SEWER RESIDENTAL 10" METER-MONTHLY	1,871.28	1,974.21	102.92
SEWER RESIDENTAL MULTI UNIT (PER UNIT-MONTHLY)	12.63	13.32	0.69
SEWER NON-RESIDENTAL 3/4" METER-MONTHLY	13.37	14.10	0.74
SEWER NON-RESIDENTAL 1" METER-MONTHLY	22.27	23.50	1.22
SEWER NON-RESIDENTAL 1 1/2" METER-MONTHLY	44.55	47.00	2.45
SEWER NON-RESIDENTAL 2" METER-MONTHLY	71.29	75.21	3.92
SEWER NON-RESIDENTAL 3" METER-MONTHLY	193.81	204.47	10.66
SEWER NON-RESIDENTAL 4" METER-MONTHLY	334.15	352.53	18.38
SEWER NON-RESIDENTAL 6" METER-MONTHLY	712.87	752.08	39.21
SEWER NON-RESIDENTAL 8" METER-MONTHLY	1,247.52	1,316.14	68.61
SEWER NON-RESIDENTAL 10" METER-MONTHLY	1,871.28	1,974.21	102.92
SEWER NON-RESIDENTAL MULTI UNIT-MONTHLY (PER UNIT-MONTHLY)	12.63	13.32	0.69
SEWER OUTSIDE CITY:			
SEWER RESIDENTAL 3/4" METER-MONTHLY	16.71	17.63	0.92
SEWER RESIDENTAL 1" METER-MONTHLY	16.71	17.63	0.92
SEWER RESIDENTAL 1 1/2" METER-MONTHLY	55.69	58.76	3.06
SEWER RESIDENTAL 2" METER-MONTHLY	89.11	94.01	4.90
SEWER RESIDENTAL 3" METER-MONTHLY	242.26	255.59	13.32
SEWER RESIDENTAL 4" METER-MONTHLY	417.69	440.66	22.97
SEWER RESIDENTAL 6" METER-MONTHLY	891.09	940.10	49.01
SEWER RESIDENTAL 8" METER-MONTHLY	1,559.40	1,645.17	85.77
SEWER RESIDENTAL 10" METER-MONTHLY	2,339.11	2,467.76	128.65
SEWER RESIDENTAL MULTI UNIT-MONTHLY (PER UNIT MONTHLY)	15.79	16.66	0.87
SEWER NON-RESIDENTAL 3/4" METER-MONTHLY	16.71	17.63	0.92
SEWER NON-RESIDENTAL 1" METER-MONTHLY	27.84	29.37	1.53
SEWER NON-RESIDENTAL 1 1/2" METER-MONTHLY	55.69	58.76	3.06
SEWER NON-RESIDENTAL 2" METER-MONTHLY	89.11	94.01	4.90
SEWER NON-RESIDENTAL 3" METER-MONTHLY	242.26	255.59	13.32

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FEE TYPE	FY2021-22 CURRENT	FY2022-23 PROPOSED	CHANGE
SEWER NON-RESIDENTAL 4" METER-MONTHLY	417.69	440.66	22.97
SEWER NON-RESIDENTAL 6" METER-MONTHLY	891.09	940.10	49.01
SEWER NON-RESIDENTAL 8" METER-MONTHLY	1,559.40	1,645.17	85.77
SEWER NON-RESIDENTAL 10" METER-MONTHLY	2,339.11	2,467.76	128.65
SEWER NON-RESIDENTAL MULTI UNIT-MONTHLY (PER UNIT MONTHLY)	15.79	16.66	0.87
SEWER VOLUMETRIC RATES (ALL RATES SHOWN ARE FEE PER 1,000 GALLONS)			
SEWER INSIDE CITY:			
SEWER RESIDENTAL 0 TO 2,000 GALLONS	3.44	3.63	0.19
SEWER RESIDENTAL OVER 2,000	10.41	10.98	0.57
SEWER RESIDENTAL MULTI UNIT 0 TO 2,000 GALLONS	3.44	3.63	0.19
SEWER RESIDENTAL MULTI UNIT OVER 2,000	10.41	10.98	0.57
SEWER NON-RESIDENTAL 0 TO 2,000 GALLONS	10.41	10.98	0.57
SEWER NON-RESIDENTAL OVER 2,000	10.41	10.98	0.57
SEWER NON-RESIDENTAL MULTI UNIT 0 TO 2,000 GALLONS	3.44	3.63	0.19
SEWER NON-RESIDENTAL MULTI UNIT OVER 2,000 GALLONS	10.41	10.98	0.57
SEWER RESIDENTAL 0 TO 2,000 GALLONS	4.30	4.54	0.24
SEWER RESIDENTAL OVER 2,000	13.01	13.72	0.72
SEWER RESIDENTAL MULTI UNIT 0 TO 2,000 GALLONS	4.30	4.54	0.24
SEWER RESIDENTAL MULTI UNIT OVER 2,000	13.01	13.72	0.72
SEWER NON-RESIDENTAL 0 TO 2,000 GALLONS	13.01	13.72	0.72
SEWER NON-RESIDENTAL OVER 2,000	13.01	13.72	0.72
SEWER NON-RESIDENTAL MULTI UNIT 0 TO 2,000 GALLONS	4.30	4.54	0.24
SEWER NON-RESIDENTAL MULTI UNIT OVER 2,000 GALLONS	13.01	13.72	0.72
SEWER OUTSIDE CITY NON-RESIDENTAL OVER 2,000	13.01	13.72	0.72
SEWER OUTSIDE CITY NON-RESIDENTAL MULTI UNIT 0 TO 2,000 GALLONS	4.30	4.54	0.24
SEWER OUTSIDE CITY NON-RESIDENTAL MULTI UNIT OVER 2,000 GALLONS	13.01	13.72	0.72
FIRE LINE SPRINKLERS			
1" FIRE LINE SPRNKLER - INSIDE CITY	2.31	2.44	0.13
2" FIRE LINE SPRNKLER - INSIDE CITY	4.58	4.83	0.25
4" FIRE LINE SPRNKLER - INSIDE CITY	9.16	9.66	0.50
6" FIRE LINE SPRNKLER - INSIDE CITY	18.30	19.31	1.01
8" FIRE LINE SPRNKLER - INSIDE CITY	36.64	38.66	2.02
10" FIRE LINE SPRNKLER - INSIDE CITY	73.24	77.27	4.03
12" FIRE LINE SPRNKLER - INSIDE CITY	146.47	154.52	8.06
1" FIRE LINE SPRNKLER - OUTSIDE CITY	2.87	3.03	0.16
2" FIRE LINE SPRNKLER - OUTSIDE CITY	5.73	6.04	0.32
4" FIRE LINE SPRNKLER - OUTSIDE CITY	11.48	12.11	0.63
6" FIRE LINE SPRNKLER - OUTSIDE CITY	22.89	24.15	1.26
8" FIRE LINE SPRNKLER - OUTSIDE CITY	45.78	48.29	2.52
RENEWAL/REPLACEMENT			
RENEW/REPLACE SEWER - INSIDE CITY	3.00	3.00	-

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City Wide Fee Schedule - Effective October 1, 2022

FEE TYPE	FY2021-22 CURRENT	FY2022-23 PROPOSED	CHANGE
RENEW/REPLACE WATER - INSIDE CITY	3.00	3.00	-
RENEW/REPLACE SEWER - OUTSIDE CITY	3.75	3.75	-
RENEW/REPLACE WATER - OUTSIDE CITY	3.75	3.75	-
MISC./REPLACEMENT FEES			
ACCOUNT FEES:			
ADMINISTRATIVE FEES	25.00	25.00	-
COLLECTIONS ADMINISTRATIVE FEE	35.00	35.00	-
DELINQUENT ACCOUNT FEE	30.00	30.00	-
LATE PAYMENT PENALTY (APPLIES TO ALL WATER, SEWER, TRASH, RENEWAL & REPLACEMENT CHARGES AND UTILITY TAXES)	15%	15%	-
COLLECTION AGENCY PERCENTAGE	35%	35%	-
RETURNED CHECK CHARGE - CHECKS UP TO $50.00	25.00	25.00	-
RETURNED CHECK CHARGE - CHECKS $50.01 - $300.00	30.00	30.00	-
RETURNED CHECK CHARGE - CHECKS $300.01 - $800.00	40.00	40.00	-
RETURNED CHECK CHARGE - CHECKS > $800.00	5% of Face Amt.	5% of Face Amt.	
SUSPENDED ACCOUNT FEE	15.00	15.00	-
SUSPENDED ACCOUNT FEE - REACTIVATION	15.00	15.00	-
SUSPENDED ACCOUNT FEE - AFTER HOURS AND WEEKEND/HOLIDAYS	100.00	100.00	-
OTHER MISC/REPLACEMENT FEES:			
~~**POOL FILL READING**~~	10.00	-	(10.00)
TEMPORARY TURN-ON	25.00	25.00	-
BRASS BODY WATER METER	Actual Cost+Labor	Actual Cost+Labor	
BROKEN HARD LOCK	35.00	35.00	-
BROKEN SOFT LOCK	30.00	30.00	-
BROKEN MASTER LOCK	45.00	45.00	-
METER BENCH TEST	75.00	75.00	-
BROKEN VALVE	Actual Cost+Labor	Actual Cost+Labor	
METER COUPLING 3/4"	Actual Cost+Labor	Actual Cost+Labor	
BALL VALVE 1"	Actual Cost+Labor	Actual Cost+Labor	
BALL VALVE 3/4"	Actual Cost+Labor	Actual Cost+Labor	
LABOR CHARGE PER HOUR	N\A	N\A	
METER BOX	Actual Cost+Labor	Actual Cost+Labor	
ADDITIONAL METER CHECK AT LOCATION	20.00	20.00	-
OVERTIME CHARGE	52.00	52.00	-
PULLED/SET METER	Labor Cost/1 Hr. Min.	Labor Cost/1 Hr. Min.	
RADIO READ HEAD	Actual Cost+Labor	Actual Cost+Labor	
METER COUPLING 1"	Actual Cost+Labor	Actual Cost+Labor	
METER RISER 7"	Actual Cost+Labor	Actual Cost+Labor	
METER RISER 9"	Actual Cost+Labor	Actual Cost+Labor	
REUSE WATER	Cost as per contract all locations	Cost as per contract all locations	
BOOT DAMAGED, STOLEN	26.00	26.00	-
HYDRANT RENTAL - METER DEPOSIT	1,700.00	1,700.00	-

Attachment: FY 2022-2023 Proposed City-wide Fee Schedule (2022-R-56 : Fiscal Year 2023 Fee Resolution and Previously Approved Water &

Exhibit A

City Wide Fee Schedule - Effective October 1, 2022

FEE TYPE		FY2021-22 CURRENT	FY2022-23 PROPOSED	CHANGE
MONTHLY USAGE RATES: (ALL RATES SHOWN ARE FEE PER 1,000 GALLONS)				
WTR 0-2,000 GALLONS		8.85	9.34	0.49
WTR 2,001-5,000 GALLONS		8.85	9.34	0.49
WTR 5,001-10,000 GALLONS		10.18	10.74	0.56
WTR 10,001-15,000 GALLONS		10.18	10.74	0.56
WTR > 15,000 GALLONS		10.18	10.74	0.56
LOST METER (ASSUMED GALLONS PER DAY)		500GL/DAY	500GL/DAY	
SOLID WASTE COLLECTION				-
				-
RESIDENTIAL				-
RESIDENTIAL TOTER		23.01	25.01	2.00
EXTRA RESIDENTIAL TOTER		8.90	25.01	16.11
EXTRA RESIDENTIAL TOTER DEPOSIT		30.00	30.00	-
BULK RATE PER CUBIC YARD		8.30	8.30	-
COMMERCIAL				
Commercial Containers				
2 YARD				
	PU/WK - 1	79.92	79.92	-
	PU/WK - 2	159.84	159.84	-
	PU/WK - 3	239.76	239.76	-
	PU/WK - 4	319.68	319.68	-
	PU/WK - 5	399.60	399.60	-
	PU/WK - 6	479.52	479.52	-
	XPU	19.98	19.98	-
4 YARD				
	PU/WK - 1	159.84	159.84	-
	PU/WK - 2	319.68	319.68	-
	PU/WK - 3	479.52	479.52	-
	PU/WK - 4	639.36	639.36	-
	PU/WK - 5	799.20	799.20	-
	PU/WK - 6	959.04	959.04	-
	XPU	39.96	39.96	-
6 YARD				
	PU/WK - 1	239.76	239.76	-
	PU/WK - 2	479.52	479.52	-
	PU/WK - 3	719.28	719.28	-
	PU/WK - 4	959.04	959.04	-
	PU/WK - 5	1,198.80	1,198.80	-
	PU/WK - 6	1,438.56	1,438.56	-
	XPU	59.94	59.94	-
8 YARD				
	PU/WK - 1	319.68	319.68	-
	PU/WK - 2	639.36	639.36	-
	PU/WK - 3	959.04	959.04	-
	PU/WK - 4	1,278.72	1,278.72	-
	PU/WK - 5	1,598.40	1,598.40	-
	PU/WK - 6	1,918.08	1,918.08	-
	XPU	79.92	79.92	-
T96 CARTS				
	PU/WK - 2	34.39	34.39	-

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City Wide Fee Schedule - Effective October 1, 2022

FEE TYPE		FY2021-22 CURRENT	FY2022-23 PROPOSED	CHANGE
Commercial Containers - Deposit				
2 YARD				
	PU/WK - 1	159.84	159.84	-
	PU/WK - 2	319.68	319.68	-
	PU/WK - 3	479.52	479.52	-
	PU/WK - 4	639.36	639.36	-
	PU/WK - 5	799.20	799.20	-
	PU/WK - 6	959.04	959.04	-
4 YARD				
	PU/WK - 1	319.68	319.68	-
	PU/WK - 2	639.36	639.36	-
	PU/WK - 3	959.04	959.04	-
	PU/WK - 4	1,278.72	1,278.72	-
	PU/WK - 5	1,598.40	1,598.40	-
	PU/WK - 6	1,918.08	1,918.08	-
6 YARD				
	PU/WK - 1	479.52	479.52	-
	PU/WK - 2	959.04	959.04	-
	PU/WK - 3	1,438.56	1,438.56	-
	PU/WK - 4	1,918.08	1,918.08	-
	PU/WK - 5	2,397.60	2,397.60	-
	PU/WK - 6	2,877.12	2,877.12	-
8 YARD				
	PU/WK - 1	639.36	639.36	-
	PU/WK - 2	1,278.72	1,278.72	-
	PU/WK - 3	1,918.08	1,918.08	-
	PU/WK - 4	2,557.44	2,557.44	-
	PU/WK - 5	3,196.80	3,196.80	-
	PU/WK - 6	3,836.16	3,836.16	-
T96 CARTS				
	PU/WK - 2	75.00	75.00	-
ROLL-OFF RESIDENTIAL (PER PULL)				
20 YARD (DISPOSAL COST NOT INCLUDED)/PULL		258.19	258.19	-
30 YARD (DISPOSAL COST NOT INCLUDED)/PULL		258.19	258.19	-
40 YARD (DISPOSAL COST NOT INCLUDED)/PULL		258.19	258.19	-
ROLL-OFF COMMERICAL (PER PULL) 2 PULL MINIMUM PER MONTH				
20 YARD (DISPOSAL COST NOT INCLUDED)/PULL		258.19	258.19	-
30 YARD (DISPOSAL COST NOT INCLUDED)/PULL		258.19	258.19	-
40 YARD (DISPOSAL COST NOT INCLUDED)/PULL		258.19	258.19	-
DISPOSAL COST		Actual	Actual	
DISPOSAL COST - GREEN		Actual	Actual	
DISPOSAL COST - C&D		Actual	Actual	
DISPOSAL COST - MIXED DEBRIS		Actual	Actual	

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City Wide Fee Schedule - Effective October 1, 2022

FEE TYPE	FY2021-22 CURRENT	FY2022-23 PROPOSED	CHANGE
ROLL-OFF RESIDENTIAL/COMMERICAL - DEPOSIT			
20 YARD	516.38	516.38	-
30 YARD	516.38	516.38	-
40 YARD	516.38	516.38	-
MISC COMMERCIAL CONTAINER CHARGES			
CASTER/WHEELS	10.00	10.00	-
LOCKING LID	15.05	15.05	-
20YD TRASH COMPACTOR	516.38	516.38	-
30YD TRASH COMPACTOR	516.38	516.38	-
40YD TRASH COMPACTOR	516.38	516.38	-
RESET DUMPSTER	68.49	68.49	-
STORMWATER			
STORMWATER UTILITY FEE			
CHARGES PER EQUIVALENT RESIDENTIAL UNIR (ERU) WILL BE EIGHT DOLLARS ($8.00) PER MONTH, ($96.00 ANNUALLY)			
POLICE FEES			
MISC.			
REPORTS	1.00	1.00	-
FINGERPRINTS - RESIDENT	5.00	5.00	-
FINGERPRINTS - NON-RESIDENT	-	7.00	7.00
DVD	1.00	1.00	-
BODY WORN CAMERA VIDEO	$0.90 PER MINUTE	$0.49 PER MINUTE	$-0.41 PER MINUTE
VEHICLE EQUIPMENT CHECK	4.00	4.00	-
GOLF CART REGISTRATION	25.00	25.00	-
FALSE ALARMS-4TH OCCURRENCE IN 365 DAYS	50.00	50.00	-
FALSE ALARMS-5TH OCCURRENCE IN 365 DAYS	75.00	75.00	-
FALSE ALARMS-6TH & GREATER IN 365 DAYS	100.00	100.00	-
TRESPASS TOWING FEE APPLICATION/PERMIT	25.00	25.00	-
TRESPASS TOWING FEE ANNUAL INSPECTION	25.00	25.00	-
ANIMAL CONTROL			
EUTHANASIA REQUEST BY OWNER	100.00	100.00	-
TRAP SET-UP/RECOVERY FEE (FIVE DAYS WITH BAIT)	20.00	20.00	-
DEAD ANIMAL REMOVAL - PRIVATE PROERTY	30.00	30.00	-
NEUTERED MALE DOG - EACH	5.00	5.00	-
NEUTERED MALE CAT - EACH	5.00	5.00	-
SPAYED FEMALE DOG - EACH	5.00	5.00	-
SPAYED FEMALE CAT - EACH	5.00	5.00	-
UNALTERED PERMIT - EACH	25.00	25.00	-
FIRE PROTECTION FEES			
FALSE ALARMS			
FALSE ALARMS-4TH & GREATER OCCURRENCE IN 365 DAYS	100.00	100.00	-
LIFT ASSIST FEE	300.00	300.00	-

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City Wide Fee Schedule - Effective October 1, 2022

FEE TYPE	FY2021-22 CURRENT	FY2022-23 PROPOSED	CHANGE
GENERAL GOVERNMENT			
LIEN SEARCH	25.00	25.00	-
LABOR/HOUR - CITY EMPLOYEE	Actual cost + 35%	Actual cost + 35%	
EQUIPMENT - CITY OWNED EQUIPMENT	FEMA Rate Schedule	FEMA Rate Schedule	
MATERIAL - PURCHASED BY CITY	Actual Cost	Actual Cost	
NOTE: LIEN REDUCTIONS/MODIFICATIONS			
Pursuant to Section 70-35 the city manager or his/her designee			
PARKS & RECREATION			
FACILITY/FIELD RENTALS			
SICA HALL			
SICA HALL - 1 ROOM (BASE RATE INCLUDES 2 HOURS)	90.00	90.00	-
SICA HALL - 1 ROOM (PER EACH ADDITIONAL HOUR)	45.00	45.00	-
SICA HALL - 2 ROOMS (BASE RATE INCLUDES 2 HOURS)	160.00	160.00	-
SICA HALL - 2 ROOMS (PER EACH ADDITIONAL HOUR)	80.00	80.00	-
SICA HALL - 3 ROOMS (BASE RATE INCLUDES 2 HOURS)	200.00	200.00	-
SICA HALL - 3 ROOMS (PER EACH ADDITIONAL HOUR)	100.00	100.00	-
SICA HALL - ALCOHOL FEE	100.00	100.00	-
SICA HALL DEPOSIT (REFUNDABLE)	100.00	100.00	-
SET-UP/BREAKDOWN (PER USE)	30.00	30.00	-
CLEAN UP (NO REFUND OF DEPOSIT)			
CLUBHOUSE			
CLUB HOUSE (BASE RATE INCLUDES 2 HOURS)	50.00	50.00	-
CLUB HOUSE (EACH ADDITIONAL HOUR)	25.00	25.00	-
CLUB HOUSE DEPOSIT	50.00	50.00	-
CLEAN UP (NO REFUND OF DEPOSIT)			
CENTENNIAL PARK			
LARGE PAVILION (BASE RATE INCLUDES 3 HOURS)	30.00	30.00	-
LARGE PAVILION (EACH ADDITIONAL HOUR)	10.00	10.00	-
LARGE PAVILION DEPOSIT	25.00	25.00	-
HOLLYLAND PARK – BALL FIELDS			
FIELD PERMIT:			
DEPOSIT	50.00	50.00	-
WITHOUT LIGHTS (MINIMUM 2 HOURS)	10.00	10.00	-
WITH LIGHTS (MINIMUM 2 HOURS)	15.00	15.00	-
MARKED FIELD (PER STAFF HOUR)	25.00	25.00	-
FIELD DRAGGED (PER STAFF HOUR)	25.00	25.00	-
SUNRISE PARK			
LARGE PAVILION (BASE RATE INCLUDES 3 HOURS)	30.00	30.00	-
LARGE PAVILION (EACH ADDITIONAL HOUR)	10.00	10.00	-
SMALL PAVILION (BASE RATE INCLUDES 3 HOURS)	30.00	30.00	-
SMALL PAVILION (EACH ADDITIONAL HOUR)	10.00	10.00	-
GAZEBO (BASE RATE INCLUDES 3 HOURS)	30.00	30.00	-
GAZEBO (EACH ADDITIONAL HOUR)	10.00	10.00	-
ROSS POINT PARK			
BASE RATE INCLUDES 3 HOURS	180.00	180.00	-
EACH ADDITIONAL HOUR	60.00	60.00	-
DEPOSIT (REFUNDABLE)	100.00	100.00	-
RIVERSIDE PARK			
BASE RATE INCLUDES 3 HOURS	180.00	180.00	-

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FEE TYPE	FY2021-22 CURRENT	FY2022-23 PROPOSED	CHANGE
EACH ADDITIONAL HOUR	60.00	60.00	-
DEPOSIT (REFUNDABLE)	100.00	100.00	-

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HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **August 23, 2022**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving an Agreement with FPL for the Replacement of Lighting Fixtures in Sunrise Park North and Along Riverside Drive from 2Nd Street to 15Th Place at an Initial Cost of $14,892.30, Monthly Maintenance Cost of $655.26 and the Ongoing Cost of Electricity Powering the Lights, and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2022-R-63**
APPLICANT:
PLANNER:

DISCUSSION:

City staff have received a proposal from Florida Power and Light Company (FPL) to replace the lighting fixtures with decorative light fixtures in Sunrise Park North (no pole replacement) and install new decorative light poles with decorative lighting fixtures at Ross Point parks, and install new, decorative street lights and poles along Riverside Drive from 2nd Street to 15th Place. This aesthetic improvement is consistent with the desire to revitalize Sunrise Park North and will also bring new vitality to both Ross Point Park and Riverside Drive. All lights in the parks and along Riverside Drive will be the King Victorian Fixtures as shown in Exhibit A.

The fixtures that are being recommended will have very little vertical light pollution and will have light shields for the residences on the east side of Riverside Drive. Work proposed is included under the following exhibits:

Exhibit A: Sunrise Park North fixtures and lighting
Exhibit B: Riverside Drive lighting poles
Exhibit C: Proposed Agreement with FPL
Exhibit D: Sunrise Park North lighting map
Exhibit E: Riverside Drive lighting map

The proposed agreement between FPL and the City for the installation and maintenance of these lights and poles shall be for a term of ten (10) years from the date of initiation of service and shall extend thereafter for further successive periods of five (5) years unless terminated by the City Manager prior to the initial ten (10) year term, or any extension thereof.

FISCAL ANALYSIS:

The city costs affiliated with this project include the payment of a Contribution in Aid of Construction in an amount of $14,892.30, a monthly maintenance cost of $655.26 and the cost of the electricity powering the lights.

There is a current balance of $130,062.94 in General Ledger account 001-4141-541.49-10, which will fund this project.

STAFF RECOMMENDATION:

Staff recommends the City Commission approve the proposed agreement with FPL for lighting improvements in Sunrise Park North, Ross Point and along Riverside Drive from 2nd Street to 15th Place.

COMMISSION GOAL:

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

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

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

MOTION:

APPROVE THE AGREEMENT WITH FPL FOR THE REPLACEMENT OF LIGHTING FIXTURES IN SUNRISE PARK NORTH, ROSS POINT AND ALONG RIVERSIDE DRIVE FROM 2ND STREET TO 15TH PLACE AT AN INITIAL COST OF $14,892.30, MONTHLY MAINTENANCE COST OF $655.26 AND THE ONGOING COST OF ELECTRICITY POWERING THE LIGHTS, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A-Fixture On Top (PDF)
- Exhibit B-Black Concrete Pole (PDF)

- Exhibit D-Lighting in Sunrise Park (PDF)
- Exhibit E-Riverside Drive City of Holly Hill New Lighting Map (PDF)
- Exhibit C: 2022 FPL LT-1 Agreement Streetlights Riverside City of Holly Hill King Victorian Fixtures (PDF)

Resolution No. 2022-63

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AN AGREEMENT WITH FPL FOR THE REPLACEMENT OF LIGHTING FIXTURES IN SUNRISE PARK NORTH AND ALONG RIVERSIDE DRIVE FROM 2ND STREET TO 15TH PLACE AT AN INITIAL COST OF $14,892.30, MONTHLY MAINTENANCE COST OF $655.26 AND THE ONGOING COST OF ELECTRICITY POWERING THE LIGHTS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING AN AGREEMENT WITH FPL FOR THE REPLACEMENT OF LIGHTING FIXTURES IN SUNRISE PARK NORTH, ROSS POINT AND ALONG RIVERSIDE DRIVE FROM 2ND STREET TO 15TH PLACE AT AN INITIAL COST OF $14,892.30, MONTHLY MAINTENANCE COST OF $655.26 AND THE ONGOING COST OF ELECTRICITY POWERING THE LIGHTS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City desires to upgrade the lighting in Sunrise Park North, Ross Point and along Riverside Drive from 2nd Street to 15th Place; and

WHEREAS, City staff have found the terms of the proposal from FPL to be reasonable and appropriate.

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 authorize the City Manager to enter into an agreement with FPL for lighting improvements in Sunrise Park North, Ross Point and along Riverside Drive from 2nd Street to 15th Place at an initial cost of $14,892.30, monthly maintenance cost of $655.26 and the ongoing costs of electricity powering the lights.

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

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 23rd day of AUGUST, 2022.

Holophane	Granville	Black/Black	1, 5, 8*	NA or 4,6	3	39/40	3000K	5,190	B2-U4-G5	ISF 193553P6 GVD3_P20_30K_XXXX_GL3_FC.ies	
			1, 5, 8*	NA or 4,6	3	39/40	4000K	5,286	B2-U4-G5	ISF 193553P8 GVD3_P20_40K_XXXX_GL3_FC.ies	
			1, 5, 8*	NA or 4,6	3	60/60	3000K	7,811	B2-U4-G5	ISF 193553P10 GVD3_P30_30K_BK_FCVR_RFD325388.ies	
			1, 5, 8*	NA or 4,6	3	60/60	4000K	7,956	B2-U4-G5	ISF 193553P12 GVD3_30_40K_BK_FCVR_325390.ies	
	Granville	Green/Green	1, 5	NA or 4	3	39/40	3000K	5,190	B2-U4-G5	ISF 193553P6 GVD3_P20_30K_XXXX_GL3_FC.ies	
			1, 5	NA or 4	3	60/60	3000K	7,811	B2-U4-G5	ISF 193553P10 GVD3_P30_30K_BK_FCVR_RFD325388.ies	
King	Victorian		1, 2, 5, 8	NA	3	60	3000K	4,338	B1-U3-G1	0056TP4AR3X06030XXE.ies	
			1, 2, 5, 8	NA	3	100	3000K	6,311	B2-U3-G2	0056TP4AR3X10030XXE.ies	
	Victorian (No lens)		1, 2, 5, 8	NA	3	60	3000K	4,598	B1-U0-G1	0056TP4NL3X10030XXE.ies	
			1, 2, 5, 8	NA	3	100	3000K	6,731	B2-U0-G2	0100WP4NG3X04030XXE.ies	
	Vizcaya (No lens)		1, 2, 5, 8	N/A or 4, 6	3	40	3000K	4,190	B1-U0-G1	0100WP4NG3X04030XXE.ies	
			1, 2, 5, 8	N/A or 4, 6	3	60	3000K	5,986	B2-U0-G2	0100WP4NG3X06030XXE.ies	

Attachment: Exhibit A-Fixture On Top (2022-R-63 : FPL Riverside Drive LED Lighting)

5

Attachment: Exhibit B-Black Concrete Pole (2022-R-63 : FPL Riverside Drive LED Lighting)

☐ INACCESSIBLE ☒ 13 kV ☐ FUTURE 23 kV ☐ 23 kV ☐ SALT SPRAY ☐

N

Construction Notes: (FPL contractor installing conduit)

Loc. 1-11: Replace existing LED Contempo 38W 4K with NEW Holophane 58W 3K LED black/black Granville.

- Customer responsible for any restoration required.

Sales Rep: Scot Thrapp

AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS	AS-BUILT COPY
FOREMAN'S SIGNATURE / DATE	FOREMAN'S SIGNATURE / DATE	SUPERVISOR'S SIGNATURE / DATE	INITIALS / CERT. DAT

Easement? Yes ☐ No ☒	Survey/Stake? Yes ☐ No ☒	Work with SMO? Yes ☐ No ☒	FPL	Riverside Drive City of Holly Hill	
Tree Work? Yes ☐ No ☒	Designer/Stake? Yes ☐ No ☒	CT/Special Mtr? Yes ☐ No ☒		Convert 11 LED fixtures	
PERMIT REQ'D: City X	County Rd.	County Air	State Road	FAA	1146 Riverside Dr, Daytona Beach, FL 32117
WMD	RR Xing	DR. Dist.	Transm.		

Requested Tel. Co. Set Poles ? YES ☐ NO ☒	Tele. Attachment Per	Designed by: Thais Garcia	Date: 07/18/22
Requested Tel. Co. Transfer ? YES ☐ NO ☒	Telephone Co. Job No.	Drawn by: TG Check by:	Dwg No. 1 OF 1
Request CAVT Transfer? YES ☐ NO ☒		Rural Location Sec. xx TWP. xx S, RGE. xx E.	
POLE LINE FEET 0'	DUCT BANK FT. 0'	SCALE: N.T.S St. Lt MAP No. MAP#	Pri Map No. xxxxxx
POLE LINE FT. ON TRANSM. POLES 0'	TRENCH FT. 0'		
TLM/LDS MODEL No. -	Map Posting? YES ☒ NO ☐ Posted by:	WR xxxxxx	

Attachment: Exhibit D-Lighting in Sunrise Park (2022-R-63 : FPL Riverside Drive LED Lighting)

☐ INACCESSIBLE ☒ 13 kV ☐ FUTURE 23 kV ☐ 23 kV ☐ SALT SPRAY ☐ _____

See Page 2

N

See Page 17

Bore: 57 ft.
Trench: 725 ft.
Footage page 1: 782 ft.

Permit needed with City of Holly Hill

Construction Notes: (FPL contractor installing conduit)

Loc. 1-6: Install 1 Holophane 58W 3K LED black/black Granville on NEW 18'6" black Washington pole.
Loc. A: Install 2" riser.
Loc. B: Install 24" hand-hole.
*All lights in this page are being fed underground.
FPL contractor to install 2'' PVC and 2" flex pipe with 24'' minimum cover as shown in the drawing using rapid trench and directional bore. Cable to be used is #6 DPX. FPL contractor installing hand-holes and staking locations of the poles. Poles on this page to be installed in R/W behind the sidewalk.
- Customer responsible for any restoration required. All hand-holes to be 17''unless noted.
Sales Rep: Scot Thrapp

AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON RO'S	AS-BUILT COPY
FOREMAN'S SIGNATURE / DATE	FOREMAN'S SIGNATURE / DATE	SUPERVISOR'S SIGNATURE / DATE	INITIALS / CERT. DAT

Easement? Yes ☐ No ☒	Survey/Stake? Yes ☐ No ☒	Work with SMO? Yes ☐ No ☒	FPL	Riverside Drive City of Holly Hill	
Tree Work? Yes ☐ No ☒	Designer/Stake? Yes ☐ No ☒	CT/Special Mtr? Yes ☐ No ☒		Install 79 new fixtures and 79 poles	
PERMIT REQ'D: City X	County Rd.	County Air	State Road	FAA	1146 Riverside Dr, Daytona Beach, FL 32117
WMD	RR Xing	DR. Dist.	Transm.		

Requested Tel. Co. Set Poles ? YES ☐ NO ☒	Tele. Attachment Per	Designed by: Thais Garcia	Date: 07/18/22
Requested Tel. Co. Transfer ? YES ☐ NO ☒	Telephone Co. Job No.	Drawn by: TG Check by:	Dwg No. 1 OF 18
Request CAVT Transfer? YES ☐ NO ☒		Rural Location Sec. xx TWP. xx S, RGE. xx E.	
POLE LINE FEET 0'	DUCT BANK FT. 0'	SCALE: N.T.S St. Lt MAP No. MAP#	Pri Map No. xxxxxx
POLE LINE FT. ON TRANSM. POLES 0'	TRENCH FT. 0'		
TLM/LDS MODEL No. -	Map Posting? YES ☒ NO ☐ Posted by:	WR xxxxxxx	

Attachment: Exhibit E-Riverside Drive City of Holly Hill New Lighting Map (2022-R-63 : FPL Riverside Drive LED Lighting)

☐ INACCESSIBLE ☒ 13 kV ☐ FUTURE 23 kV ☐ 23 kV ☐ SALT SPRAY ☐

See Page 3

See Page 1

Footage page 2: 631 ft.

Permit needed with City of Holly Hill

Construction Notes: (FPL contractor installing conduit)

Loc. 7-12: Install 1 Holophane 58W 3K LED black/black Granville on NEW 18'6" black Washington pole.
*All lights in this page are being fed underground.

FPL contractor to install 2'' PVC and 2" flex pipe with 24'' minimum cover as shown in the drawing using rapid trench and directional bore. Cable to be used is #6 DPX. FPL contractor installing hand-holes and staking locations of the poles. Poles on this page to be installed in R/W behind the sidewalk.
- Customer responsible for any restoration required. All hand-holes to be 17''unless noted.
Sales Rep: Scot Thrapp

AS-BUILT CREW PRINT	ALL REQUIRED GROUNDRODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON RO'S	AS-BUILT COPY
FOREMAN'S SIGNATURE / DATE	FOREMAN'S SIGNATURE / DATE	SUPERVISOR'S SIGNATURE / DATE	INITIALS / CERT. DAT

Easement? Yes ☐ No ☒	Survey/Stake? Yes ☐ No ☒	Work with SMO? Yes ☐ No ☒	FPL	Riverside Drive City of Holly Hill	
Tree Work? Yes ☐ No ☒	Designer/Stake? Yes ☐ No ☒	CT/Special Mtr? Yes ☐ No ☒		Install 79 new fixtures and 79 poles	
PERMIT REQ'D: City X	County Rd.	County Air	State Road	FAA	1146 Riverside Dr, Daytona Beach, FL 32117
WMD	RR Xing	DR. Dist.	Transm.		
Requested Tel. Co. Set Poles ? YES ☐ NO ☒	Tele. Attachment Per		Designed by: Thais Garcia	Date: 07/18/22	
Requested Tel. Co. Transfer ? YES ☐ NO ☒	Telephone Co. Job No.		Drawn by: TG	Check by:	Dwg No. 2 OF 18
Request CAVT Transfer? YES ☐ NO ☒			Rural Location Sec. xx	TWP. xx	S, RGE. xx E.
POLE LINE FEET 0'	DUCT BANK FT. 0'		SCALE: N.T.S	St. Lt MAP No. MAP#	Pri Map No. xxxxxx
POLE LINE FT. ON TRANSM. POLES 0'	TRENCH FT. 0'				
TLM/LDS MODEL No. -	Map Posting? YES ☒ NO ☐ Posted by:		WR xxxxxxx		

Attachment: Exhibit E-Riverside Drive City of Holly Hill New Lighting Map (2022-R-63 : FPL Riverside Drive LED Lighting)

☐ INACCESSIBLE ☒ 13 kV ☐ FUTURE 23 kV ☐ 23 kV ☐ SALT SPRAY ☐

See Page 4

See Page 2

Bore: 42 ft.
Trench: 607 ft.
Footage page 3: 649 ft.

Permit needed with City of Holly Hill

Construction Notes: (FPL contractor installing conduit)

Loc. 13-18: Install 1 Holophane 58W 3K LED black/black Granville on NEW 18'6" black Washington pole.
Loc. C: Install 2" riser.
Loc. 15: Install 24" hand-hole.
*All lights in this page are being fed underground.
FPL contractor to install 2'' PVC and 2" flex pipe with 24'' minimum cover as shown in the drawing using rapid trench and directional bore. Cable to be used is #6 DPX. FPL contractor installing hand-holes and staking locations of the poles. Poles on this page to be installed in R/W behind the sidewalk.
- Customer responsible for any restoration required. All hand-holes to be 17''unless noted.

Sales Rep: Scot Thrapp

AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS	AS-BUILT COPY
FOREMAN'S SIGNATURE / DATE	FOREMAN'S SIGNATURE / DATE	SUPERVISOR'S SIGNATURE / DATE	INITIALS / CERT. DAT

Easement? Yes ☐ No ☒	Survey/Stake? Yes ☐ No ☒	Work with SMO? Yes ☐ No ☒	FPL
Tree Work? Yes ☐ No ☒	Designer/Stake? Yes ☐ No ☒	CT/Special Mtr? Yes ☐ No ☒	Riverside Drive City of Holly Hill Install 79 new fixtures and 79 poles 1146 Riverside Dr, Daytona Beach, FL 32117

PERMIT REQ'D	City X	County Rd.	County Air	State Road	FAA
	WMD	RR Xing	DR. Dist.	Transm.	

Requested Tel. Co. Set Poles ? YES ☐ NO ☒
Requested Tel. Co. Transfer ? YES ☐ NO ☒
Request CAVT Transfer? YES ☐ NO ☒
Tele. Attachment Per
Telephone Co. Job No.

POLE LINE FEET	0'	DUCT BANK FT.	0'
POLE LINE FT. ON TRANSM. POLES	0'	TRENCH FT.	0'
TLM/LDS MODEL No.	-	Map Posting? YES ☒ NO ☐	Posted by:

Designed by:	Thais Garcia	Date:	07/18/22
Drawn by:	TG	Check by:	Dwg No. 3 OF 18
Rural Location Sec.	xx	TWP. xx	S, RGE. xx E.
SCALE:	N.T.S	St. Lt MAP No. MAP#	Pri Map No. xxxxxx
WR	xxxxxxx		

Attachment: Exhibit E-Riverside Drive City of Holly Hill New Lighting Map (2022-R-63 : FPL Riverside Drive LED Lighting)

☐ INACCESSIBLE ☒ 13 kV ☐ FUTURE 23 kV ☐ 23 kV ☐ SALT SPRAY ☐

See Page 3

Footage page 4: 887 ft.

Permit needed with City of Holly Hill

Construction Notes: (FPL contractor installing conduit)

Loc. 19-24: Install 1 Holophane 58W 3K LED black/black Granville on NEW 18'6" black Washington pole.
*All lights in this page are being fed underground.

FPL contractor to install 2'' PVC and 2" flex pipe with 24'' minimum cover as shown in the drawing using rapid trench and directional bore. Cable to be used is #6 DPX. FPL contractor installing hand-holes and staking locations of the poles. Poles on this page to be installed in R/W behind the sidewalk.
- Customer responsible for any restoration required. All hand-holes to be 17''unless noted.

Sales Rep: Scot Thrapp

AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON RO'S	AS-BUILT COPY
FOREMAN'S SIGNATURE / DATE	FOREMAN'S SIGNATURE / DATE	SUPERVISOR'S SIGNATURE / DATE	INITIALS / CERT. DAT

Easement? Yes ☐ No ☒	Survey/Stake? Yes ☐ No ☒	Work with SMO? Yes ☐ No ☒	FPL
Tree Work? Yes ☐ No ☒	Designer/Stake? Yes ☐ No ☒	CT/Special Mtr? Yes ☐ No ☒	Riverside Drive City of Holly Hill Install 79 new fixtures and 79 poles 1146 Riverside Dr, Daytona Beach, FL 32117

PERMIT REQ'D					
	City X	County Rd.	County Air	State Road	FAA
	WMD	RR Xing	DR. Dist.	Transm.	

Requested Tel. Co. Set Poles ? YES ☐ NO ☒	Tele. Attachment Per	Designed by: Thais Garcia	Date: 07/18/22
Requested Tel. Co. Transfer ? YES ☐ NO ☒	Telephone Co. Job No.	Drawn by: TG Check by:	Dwg No. 4 OF 18
Request CAVT Transfer? YES ☐ NO ☒		Rural Location Sec. xx TWP. xx S, RGE. xx E.	
POLE LINE FEET 0'	DUCT BANK FT. 0'	SCALE: N.T.S	St. Lt MAP No. MAP# Pri Map No. xxxxxx
POLE LINE FT. ON TRANSM. POLES 0'	TRENCH FT. 0'		
TLM/LDS MODEL No. –	Map Posting? YES ☒ NO ☐ Posted by:	WR xxxxxxx	

Attachment: Exhibit E-Riverside Drive City of Holly Hill New Lighting Map (2022-R-63 : FPL Riverside Drive LED Lighting)

☐ INACCESSIBLE ☒ 13 kV ☐ FUTURE 23 kV ☐ 23 kV ☐ SALT SPRAY ☐

See Page 17

See Page 6

Bore: 68 ft.
Trench: 225 ft.
Footage page 5: 293 ft.

Permit needed with City of Holly Hill

Construction Notes: (FPL contractor installing conduit)

Loc. 25-27: Install 1 Holophane 58W 3K LED black/black Granville on NEW 18'6" black Washington pole.
Loc. D: Install 2" riser on distribution concrete pole.
*All lights in this page are being fed underground.

FPL contractor to install 2'' PVC and 2" flex pipe with 24'' minimum cover as shown in the drawing using rapid trench and directional bore. Cable to be used is #6 DPX. FPL contractor installing hand-holes and staking locations of the poles. Poles on this page to be installed in R/W behind the sidewalk.
- Customer responsible for any restoration required. All hand-holes to be 17''unless noted.
Sales Rep: Scot Thrapp

AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS	AS-BUILT COPY
FOREMAN'S SIGNATURE / DATE	FOREMAN'S SIGNATURE / DATE	SUPERVISOR'S SIGNATURE / DATE	INITIALS / CERT. DAT

Easement? Yes ☐ No ☒	Survey/Stake? Yes ☐ No ☒	Work with SMO? Yes ☐ No ☒	FPL
Tree Work? Yes ☐ No ☒	Designer/Stake? Yes ☐ No ☒	CT/Special Mtr? Yes ☐ No ☒	

PERMIT REQ'D					
City X	County Rd.	County Air	State Road	FAA	
WMD	RR Xing	DR. Dist.	Transm.		

Requested Tel. Co. Set Poles ? YES ☐ NO ☒
Requested Tel. Co. Transfer ? YES ☐ NO ☒
Request CAVT Transfer? YES ☐ NO ☒
Tele. Attachment Per
Telephone Co. Job No.

POLE LINE FEET	0'	DUCT BANK FT.	0'
POLE LINE FT. ON TRANSM. POLES	0'	TRENCH FT.	0'
TLM/LDS MODEL No.	-	Map Posting? YES ☒ NO ☐	Posted by:

Riverside Drive City of Holly Hill
Install 79 new fixtures and 79 poles
1146 Riverside Dr, Daytona Beach, FL 32117

Designed by:	Thais Garcia	Date:	07/18/22
Drawn by: TG	Check by:	Dwg No.	5 OF 18
Rural Location Sec.	xx TWP. xx S, RGE. xx E.		
SCALE: N.T.S	St. Lt MAP No. MAP#	Pri Map No.	xxxxxx
WR xxxxxxx			

☐ INACCESSIBLE ☒ 13 kV ☐ FUTURE 23 kV ☐ 23 kV ☐ SALT SPRAY ☐ _____

See Page 5

See Page 7

N

Bore: 66 ft.
Trench: 126 ft.
Footage page 6: 192 ft.

Permit needed with City of Holly Hill

Construction Notes: (FPL contractor installing conduit)

Loc. 28-30: Install 1 Holophane 58W 3K LED black/black Granville on NEW 18'6" black Washington pole.
Loc. E: Install 2" riser on distribution concrete pole.
*All lights in this page are being fed underground.

FPL contractor to install 2'' PVC and 2" flex pipe with 24'' minimum cover as shown in the drawing using rapid trench and directional bore. Cable to be used is #6 DPX. FPL contractor installing hand-holes and staking locations of the poles. Poles on this page to be installed in R/W behind the sidewalk.
- Customer responsible for any restoration required. All hand-holes to be 17''unless noted.
Sales Rep: Scot Thrapp

AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS	AS-BUILT COPY
FOREMAN'S SIGNATURE / DATE	FOREMAN'S SIGNATURE / DATE	SUPERVISOR'S SIGNATURE / DATE	INITIALS / CERT. DAT

Easement? Yes ☐ No ☒	Survey/Stake? Yes ☐ No ☒	Work with SMO? Yes ☐ No ☒	FPL	Riverside Drive City of Holly Hill	
Tree Work? Yes ☐ No ☒	Designer/Stake? Yes ☐ No ☒	CT/Special Mtr? Yes ☐ No ☒		Install 79 new fixtures and 79 poles	
PERMIT REQ'D: City X	County Rd.	County Air	State Road	FAA	1146 Riverside Dr, Daytona Beach, FL 32117
WMD	RR Xing	DR. Dist.	Transm.		
Requested Tel. Co. Set Poles ? YES ☐ NO ☒	Tele. Attachment Per				
Requested Tel. Co. Transfer ? YES ☐ NO ☒					
Request CAVT Transfer? YES ☐ NO ☒	Telephone Co. Job No.				
POLE LINE FEET 0'	DUCT BANK FT. 0'			Designed by: Thais Garcia	Date: 07/18/22
POLE LINE FT. ON TRANSM. POLES 0'	TRENCH FT. 0'			Drawn by: TG Check by:	Dwg No. 6 OF 18
TLM/LDS MODEL No. -	Map Posting? YES ☒ NO ☐	Posted by:		Rural Location Sec. xx TWP. xx S, RGE. xx E.	
				SCALE: N.T.S St. Lt MAP No. MAP#	Pri Map No. xxxxxx
				WR xxxxxxx	

Attachment: Exhibit E-Riverside Drive City of Holly Hill New Lighting Map (2022-R-63 : FPL Riverside Drive LED Lighting)

☐ INACCESSIBLE ☒ 13 kV ☐ FUTURE 23 kV ☐ 23 kV ☐ SALT SPRAY ☐

See Page 6

See Page 8

N

Footage page 7: 368 ft.

Permit needed with City of Holly Hill

Construction Notes: (FPL contractor installing conduit)

Loc. 31-33: Install 1 Holophane 58W 3K LED black/black Granville on NEW 18'6" black Washington pole.
*All lights in this page are being fed underground.

FPL contractor to install 2'' PVC and 2" flex pipe with 24'' minimum cover as shown in the drawing using rapid trench and directional bore. Cable to be used is #6 DPX. FPL contractor installing hand-holes and staking locations of the poles. Poles on this page to be installed in R/W behind the sidewalk.
- Customer responsible for any restoration required. All hand-holes to be 17''unless noted.

Sales Rep: Scot Thrapp

AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS	AS-BUILT COPY
FOREMAN'S SIGNATURE / DATE	FOREMAN'S SIGNATURE / DATE	SUPERVISOR'S SIGNATURE / DATE	INITIALS / CERT. DAT

Easement? Yes ☐ No ☒	Survey/Stake? Yes ☐ No ☒	Work with SMO? Yes ☐ No ☒	FPL
Tree Work? Yes ☐ No ☒	Designer/Stake? Yes ☐ No ☒	CT/Special Mtr? Yes ☐ No ☒	

PERMIT REQ'D					
City X	County Rd.	County Air	State Road	FAA	
WMD	RR Xing	DR. Dist.	Transm.		

Riverside Drive City of Holly Hill
Install 79 new fixtures and 79 poles
1146 Riverside Dr, Daytona Beach, FL 32117

Requested Tel. Co. Set Poles ? YES ☐ NO ☒	Tele. Attachment Per	Designed by: Thais Garcia	Date: 07/18/22
Requested Tel. Co. Transfer ? YES ☐ NO ☒		Drawn by: TG Check by:	Dwg No. 7 OF 18
Request CAVT Transfer? YES ☐ NO ☒	Telephone Co. Job No.	Rural Location Sec. xx TWP. xx S, RGE. xx E.	
POLE LINE FEET 0'	DUCT BANK FT. 0'	SCALE: N.T.S	St. Lt MAP No. MAP# Pri Map No. xxxxxx
POLE LINE FT. ON TRANSM. POLES 0'	TRENCH FT. 0'		
TLM/LDS MODEL No. -	Map Posting? YES ☒ NO ☐ Posted by:	WR xxxxxxx	

Attachment: Exhibit E-Riverside Drive City of Holly Hill New Lighting Map (2022-R-63 : FPL Riverside Drive LED Lighting)

☐ INACCESSIBLE ☒ 13 kV ☐ FUTURE 23 kV ☐ 23 kV ☐ SALT SPRAY ☐

See Page 7

See Page 9

N

Bore: 52 ft.
Trench: 386 ft.
Footage page 8: 438 ft.

Permit needed with City of Holly Hill

Construction Notes: (FPL contractor installing conduit)
Loc. 34-36: Install 1 Holophane 58W 3K LED black/black Granville on NEW 18'6" black Washington pole.
Loc. F: Install 2" riser on distribution concrete pole.
Loc. G: Install 24" hand-hole.
*All lights in this page are being fed underground.

FPL contractor to install 2'' PVC and 2" flex pipe with 24'' minimum cover as shown in the drawing using rapid trench and directional bore. Cable to be used is #6 DPX. FPL contractor installing hand-holes and staking locations of the poles. Poles on this page to be installed in R/W behind the sidewalk.
- Customer responsible for any restoration required. All hand-holes to be 17''unless noted.
Sales Rep: Scot Thrapp

AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS	AS-BUILT COPY
FOREMAN'S SIGNATURE / DATE	FOREMAN'S SIGNATURE / DATE	SUPERVISOR'S SIGNATURE / DATE	INITIALS / CERT. DAT

Easement? Yes ☐ No ☒	Survey/Stake? Yes ☐ No ☒	Work with SMO? Yes ☐ No ☒	FPL	Riverside Drive City of Holly Hill	
Tree Work? Yes ☐ No ☒	Designer/Stake? Yes ☐ No ☒	CT/Special Mtr? Yes ☐ No ☒		Install 79 new fixtures and 79 poles	
PERMIT REQ'D: City X / WMD	County Rd. / RR Xing	County Air / DR. Dist.	State Road / Transm.	FAA	1146 Riverside Dr, Daytona Beach, FL 32117

Requested Tel. Co. Set Poles ? YES ☐ NO ☒	Tele. Attachment Per		Designed by: Thais Garcia	Date: 07/18/22	
Requested Tel. Co. Transfer ? YES ☐ NO ☒			Drawn by: TG	Check by:	Dwg No. 8 OF 18
Request CAVT Transfer? YES ☐ NO ☒	Telephone Co. Job No.		Rural Location Sec. xx	TWP. xx	S, RGE. xx E.
POLE LINE FEET 0'	DUCT BANK FT. 0'		SCALE: N.T.S	St. Lt MAP No. MAP#	Pri Map No. xxxxxx
POLE LINE FT. ON TRANSM. POLES 0'	TRENCH FT. 0'				
TLM/LDS MODEL No. -	Map Posting? YES ☒ NO ☐ Posted by:		WR xxxxxx		

Attachment: Exhibit E-Riverside Drive City of Holly Hill New Lighting Map (2022-R-63 : FPL Riverside Drive LED Lighting)

☐ INACCESSIBLE ☒ 13 kV ☐ FUTURE 23 kV ☐ 23 kV ☐ SALT SPRAY ☐

See Page 8

See Page 10

N

Footage page 9: 374 ft.

Permit needed with City of Holly Hill

Construction Notes: (FPL contractor installing conduit)

Loc. 37-39: Install 1 Holophane 58W 3K LED black/black Granville on NEW 18'6" black Washington pole.
*All lights in this page are being fed underground.

FPL contractor to install 2'' PVC and 2" flex pipe with 24'' minimum cover as shown in the drawing using rapid trench and directional bore. Cable to be used is #6 DPX. FPL contractor installing hand-holes and staking locations of the poles. Poles on this page to be installed in R/W behind the sidewalk.
- Customer responsible for any restoration required. All hand-holes to be 17''unless noted.

Sales Rep: Scot Thrapp

AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS	AS-BUILT COPY
FOREMAN'S SIGNATURE / DATE	FOREMAN'S SIGNATURE / DATE	SUPERVISOR'S SIGNATURE / DATE	INITIALS / CERT. DAT

Easement? Yes ☐ No ☒	Survey/Stake? Yes ☐ No ☒	Work with SMO? Yes ☐ No ☒	FPL	Riverside Drive City of Holly Hill	
Tree Work? Yes ☐ No ☒	Designer/Stake? Yes ☐ No ☒	CT/Special Mtr? Yes ☐ No ☒		Install 79 new fixtures and 79 poles	
PERMIT REQ'D: City X	County Rd.	County Air	State Road	FAA	1146 Riverside Dr, Daytona Beach, FL 32117
WMD	RR Xing	DR. Dist.	Transm.		
Requested Tel. Co. Set Poles ? YES ☐ NO ☒	Tele. Attachment Per				
Requested Tel. Co. Transfer ? YES ☐ NO ☒	Telephone Co. Job No.				
Request CAVT Transfer? YES ☐ NO ☒					
POLE LINE FEET 0'	DUCT BANK FT. 0'				
POLE LINE FT. ON TRANSM. POLES 0'	TRENCH FT. 0'				
TLM/LDS MODEL No. –	Map Posting? YES ☒ NO ☐ Posted by:				

Designed by: Thais Garcia		Date: 07/18/22	
Drawn by: TG	Check by:	Dwg No. 9 OF 18	
Rural Location Sec. xx	TWP. xx	S, RGE. xx	E.
SCALE: N.T.S	St. Lt MAP No. MAP#	Pri Map No. xxxxxx	
WR xxxxxx			

Attachment: Exhibit E-Riverside Drive City of Holly Hill New Lighting Map (2022-R-63 : FPL Riverside Drive LED Lighting)

☐ INACCESSIBLE ☒ 13 kV ☐ FUTURE 23 kV ☐ 23 kV ☐ SALT SPRAY ☐

See Page 9

See Page 11

Bore: 64 ft.
Trench: 398 ft.
Footage page 10: 462 ft.

Permit needed with City of Holly Hill

Construction Notes: (FPL contractor installing conduit)

Loc. 40-43: Install 1 Holophane 58W 3K LED black/black Granville on NEW 18'6" black Washington pole.
Loc. H: Install 2" riser on distribution concrete pole.
Loc. 41: Install 24" hand-hole.
*All lights in this page are being fed underground.

FPL contractor to install 2'' PVC and 2" flex pipe with 24'' minimum cover as shown in the drawing using rapid trench and directional bore. Cable to be used is #6 DPX. FPL contractor installing hand-holes and staking locations of the poles. Poles on this page to be installed in R/W behind the sidewalk.
- Customer responsible for any restoration required. All hand-holes to be 17''unless noted.

Sales Rep: Scot Thrapp

AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETE AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS	AS-BUILT COPY
FOREMAN'S SIGNATURE / DATE	FOREMAN'S SIGNATURE / DATE	SUPERVISOR'S SIGNATURE / DATE	INITIALS / CERT. DAT

Easement? Yes ☐ No ☒	Survey/Stake? Yes ☐ No ☒	Work with SMO? Yes ☐ No ☒	FPL	Riverside Drive City of Holly Hill	
Tree Work? Yes ☐ No ☒	Designer/Stake? Yes ☐ No ☒	CT/Special Mtr? Yes ☐ No ☒		Install 79 new fixtures and 79 poles	
PERMIT REQ'D	City X	County Rd.	County Air	State Road	FAA
	WMD	RR Xing	DR. Dist.	Transm.	
Requested Tel. Co. Set Poles ? YES ☐ NO ☒	Tele. Attachment Per			1146 Riverside Dr, Daytona Beach, FL 32117	
Requested Tel. Co. Transfer ? YES ☐ NO ☒					
Request CAVT Transfer? YES ☐ NO ☒	Telephone Co. Job No.				

POLE LINE FEET	0'	DUCT BANK FT.	0'	Designed by: Thais Garcia	Date: 07/18/22
POLE LINE FT. ON TRANSM. POLES	0'	TRENCH FT.	0'	Drawn by: TG Check by:	Dwg No. 10 OF 18
TLM/LDS MODEL No. -	Map Posting? YES ☒ NO ☐ Posted by:			Rural Location Sec. xx TWP. xx S, RGE. xx E.	
				SCALE: N.T.S St. Lt MAP No. MAP#	Pri Map No. xxxxxx
				WR xxxxxxx	

Attachment: Exhibit E-Riverside Drive City of Holly Hill New Lighting Map (2022-R-63 : FPL Riverside Drive LED Lighting)

☐ INACCESSIBLE ☒ 13 kV ☐ FUTURE 23 kV ☐ 23 kV ☐ SALT SPRAY ☐

See Page 10

See Page 12

N

Footage page 11: 219 ft.

Permit needed with City of Holly Hill

Construction Notes: (FPL contractor installing conduit)

Loc. 44-46: Install 1 Holophane 58W 3K LED black/black Granville on NEW 18'6" black Washington pole.
*All lights in this page are being fed underground.

FPL contractor to install 2'' PVC and 2" flex pipe with 24'' minimum cover as shown in the drawing using rapid trench and directional bore. Cable to be used is #6 DPX. FPL contractor installing hand-holes and staking locations of the poles. Poles on this page to be installed in R/W behind the sidewalk.
- Customer responsible for any restoration required. All hand-holes to be 17''unless noted.

Sales Rep: Scot Thrapp

AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS	AS-BUILT COPY
FOREMAN'S SIGNATURE / DATE	FOREMAN'S SIGNATURE / DATE	SUPERVISOR'S SIGNATURE / DATE	INITIALS / CERT. DAT

Easement? Yes ☐ No ☒	Survey/Stake? Yes ☐ No ☒	Work with SMO? Yes ☐ No ☒	FPL
Tree Work? Yes ☐ No ☒	Designer/Stake? Yes ☐ No ☒	CT/Special Mtr? Yes ☐ No ☒	

PERMIT REQ'D					
City X	County Rd.	County Air	State Road	FAA	
WMD	RR Xing	DR. Dist.	Transm.		

Requested Tel. Co. Set Poles ? YES ☐ NO ☒
Requested Tel. Co. Transfer ? YES ☐ NO ☒
Request CAVT Transfer? YES ☐ NO ☒
Tele. Attachment Per
Telephone Co. Job No.

POLE LINE FEET	0'	DUCT BANK FT.	0'
POLE LINE FT. ON TRANSM. POLES	0'	TRENCH FT.	0'
TLM/LDS MODEL No.	-	Map Posting? YES ☒ NO ☐	Posted by:

Riverside Drive City of Holly Hill
Install 79 new fixtures and 79 poles
1146 Riverside Dr, Daytona Beach, FL 32117

Designed by:	Thais Garcia	Date:	07/18/22
Drawn by: TG	Check by:	Dwg No.	11 OF 18
Rural Location Sec.	xx TWP. xx S, RGE. xx E.		
SCALE: N.T.S	St. Lt MAP No. MAP#	Pri Map No.	xxxxxx
WR xxxxxxx			

Attachment: Exhibit E-Riverside Drive City of Holly Hill New Lighting Map (2022-R-63 : FPL Riverside Drive LED Lighting)

☐ INACCESSIBLE ☒ 13 kV ☐ FUTURE 23 kV ☐ 23 kV ☐ SALT SPRAY ☐

Bore: 269 ft.
Trench: 823 ft.
Footage page 12: 1,092 ft.

Permit needed with City of Holly Hill

Construction Notes: (FPL contractor installing conduit)

Loc. 47-56: Install 1 Holophane 58W 3K LED black/black Granville on NEW 18'6" black Washington pole.
Loc. I: Install 2" riser on distribution wood pole.
Loc. 48-49: Install 24" hand-hole.
*All lights in this page are being fed underground.
FPL contractor to install 2'' PVC and 2" flex pipe with 24'' minimum cover as shown in the drawing using rapid trench and directional bore. Cable to be used is #6 DPX. FPL contractor installing hand-holes and staking locations of the poles. Poles on this page to be installed in R/W behind the sidewalk.
- Customer responsible for any restoration required. All hand-holes to be 17''unless noted.
Sales Rep: Scot Thrapp

AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETE AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS	AS-BUILT COPY
FOREMAN'S SIGNATURE / DATE	FOREMAN'S SIGNATURE / DATE	SUPERVISOR'S SIGNATURE / DATE	INITIALS / CERT. DAT

Easement? Yes ☐ No ☒	Survey/Stake? Yes ☐ No ☒	Work with SMO? Yes ☐ No ☒	FPL	Riverside Drive City of Holly Hill	
Tree Work? Yes ☐ No ☒	Designer/Stake? Yes ☐ No ☒	CT/Special Mtr? Yes ☐ No ☒		Install 79 new fixtures and 79 poles	
PERMIT REQ'D: City X	County Rd.	County Air	State Road	FAA	1146 Riverside Dr, Daytona Beach, FL 32117
WMD	RR Xing	DR. Dist.	Transm.		

Requested Tel. Co. Set Poles ? YES ☐ NO ☒	Tele. Attachment Per	Designed by: Thais Garcia	Date: 07/18/22
Requested Tel. Co. Transfer ? YES ☐ NO ☒	Telephone Co. Job No.	Drawn by: TG Check by:	Dwg No. 12 OF 18
Request CAVT Transfer? YES ☐ NO ☒		Rural Location Sec. xx TWP. xx S, RGE. xx E.	
POLE LINE FEET 0'	DUCT BANK FT. 0'	SCALE: N.T.S	St. Lt MAP No. MAP# Pri Map No. xxxxxx
POLE LINE FT. ON TRANSM. POLES 0'	TRENCH FT. 0'		
TLM/LDS MODEL No. -	Map Posting? YES ☒ NO ☐ Posted by:	WR xxxxxxx	

Attachment: Exhibit E-Riverside Drive City of Holly Hill New Lighting Map (2022-R-63 : FPL Riverside Drive LED Lighting)

☐ INACCESSIBLE ☒ 13 kV ☐ FUTURE 23 kV ☐ 23 kV ☐ SALT SPRAY ☐

Footage page 13: 638 ft.

Permit needed with City of Holly Hill

Construction Notes: (FPL contractor installing conduit)

Loc. 57-61: Install 1 Holophane 58W 3K LED black/black Granville on NEW 18'6" black Washington pole.
*All lights in this page are being fed underground.

FPL contractor to install 2'' PVC and 2" flex pipe with 24'' minimum cover as shown in the drawing using rapid trench and directional bore. Cable to be used is #6 DPX. FPL contractor installing hand-holes and staking locations of the poles. Poles on this page to be installed in R/W behind the sidewalk.
- Customer responsible for any restoration required. All hand-holes to be 17''unless noted.

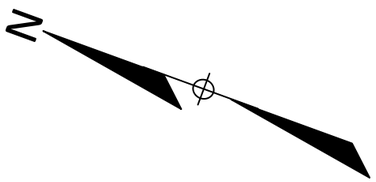
Sales Rep: Scot Thrapp

AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS	AS-BUILT COPY
FOREMAN'S SIGNATURE / DATE	FOREMAN'S SIGNATURE / DATE	SUPERVISOR'S SIGNATURE / DATE	INITIALS / CERT. DAT

Easement? Yes ☐ No ☒	Survey/Stake? Yes ☐ No ☒	Work with SMO? Yes ☐ No ☒	FPL	Riverside Drive City of Holly Hill	
Tree Work? Yes ☐ No ☒	Designer/Stake? Yes ☐ No ☒	CT/Special Mtr? Yes ☐ No ☒		Install 79 new fixtures and 79 poles	
PERMIT REQ'D	City X	County Rd.	County Air	State Road	FAA
	WMD	RR Xing	DR. Dist.	Transm.	
Requested Tel. Co. Set Poles ? YES ☐ NO ☒	Tele. Attachment Per			1146 Riverside Dr, Daytona Beach, FL 32117	
Requested Tel. Co. Transfer ? YES ☐ NO ☒					
Request CAVT Transfer? YES ☐ NO ☒	Telephone Co. Job No.				
POLE LINE FEET 0'	DUCT BANK FT. 0'			Designed by: Thais Garcia	Date: 07/18/22
POLE LINE FT. ON TRANSM. POLES 0'	TRENCH FT. 0'			Drawn by: TG Check by:	Dwg No. 13 OF 18
TLM/LDS MODEL No. -	Map Posting? YES ☒ NO ☐ Posted by:			Rural Location Sec. xx TWP. xx S, RGE. xx E.	
				SCALE: N.T.S St. Lt MAP No. MAP# Pri Map No. xxxxxx	
				WR xxxxxx	

Attachment: Exhibit E-Riverside Drive City of Holly Hill New Lighting Map (2022-R-63 : FPL Riverside Drive LED Lighting)

☐ INACCESSIBLE ☒ 13 kV ☐ FUTURE 23 kV ☐ 23 kV ☐ SALT SPRAY ☐



Bore: 207 ft.
Trench: 617 ft.
Footage page 14: 824 ft.

Permit needed with City of Holly Hill

Construction Notes: (FPL contractor installing conduit)

Loc. 62-66: Install 1 Holophane 58W 3K LED black/black Granville on NEW 18'6" black Washington pole.
Loc. J: Install 2" riser on distribution wood pole.
Loc. 66: Install 24" hand-hole.
*All lights in this page are being fed underground.
FPL contractor to install 2'' PVC and 2" flex pipe with 24'' minimum cover as shown in the drawing using rapid trench and directional bore. Cable to be used is #6 DPX. FPL contractor installing hand-holes and staking locations of the poles. Poles on this page to be installed in R/W behind the sidewalk.
- Customer responsible for any restoration required. All hand-holes to be 17''unless noted.
Sales Rep: Scot Thrapp

AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS	AS-BUILT COPY
FOREMAN'S SIGNATURE / DATE	FOREMAN'S SIGNATURE / DATE	SUPERVISOR'S SIGNATURE / DATE	INITIALS / CERT. DAT

Easement? Yes ☐ No ☒	Survey/Stake? Yes ☐ No ☒	Work with SMO? Yes ☐ No ☒	FPL
Tree Work? Yes ☐ No ☒	Designer/Stake? Yes ☐ No ☒	CT/Special Mtr? Yes ☐ No ☒	

PERMIT REQ'D					
City X	County Rd.	County Air	State Road	FAA	
WMD	RR Xing	DR. Dist.	Transm.		

Requested Tel. Co. Set Poles ? YES ☐ NO ☒
Requested Tel. Co. Transfer ? YES ☐ NO ☒
Request CAVT Transfer? YES ☐ NO ☒
Tele. Attachment Per
Telephone Co. Job No.

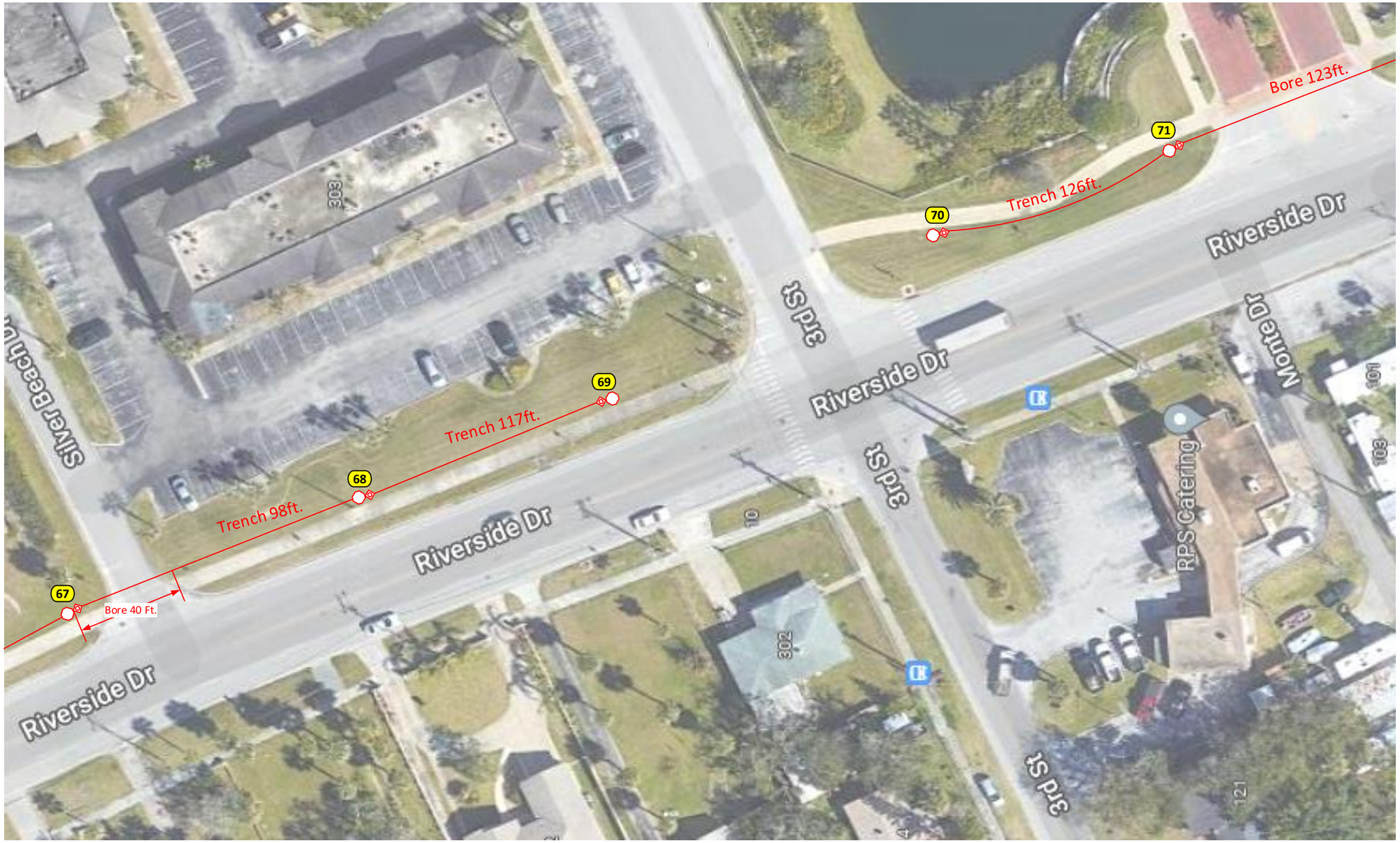
POLE LINE FEET	0'	DUCT BANK FT.	0'
POLE LINE FT. ON TRANSM. POLES	0'	TRENCH FT.	0'
TLM/LDS MODEL No.	-	Map Posting? YES ☒ NO ☐	Posted by:

Riverside Drive City of Holly Hill
Install 79 new fixtures and 79 poles
1146 Riverside Dr, Daytona Beach, FL 32117

Designed by:	Thais Garcia	Date:	07/18/22
Drawn by: TG	Check by:	Dwg No.	14 OF 18
Rural Location Sec.	xx TWP. xx S, RGE. xx E.		
SCALE: N.T.S	St. Lt MAP No. MAP#	Pri Map No.	xxxxxx
WR xxxxxxx			

Attachment: Exhibit E-Riverside Drive City of Holly Hill New Lighting Map (2022-R-63 : FPL Riverside Drive LED Lighting)

☐ INACCESSIBLE ☒ 13 kV ☐ FUTURE 23 kV ☐ 23 kV ☐ SALT SPRAY ☐



N

Bore: 163 ft.
Trench: 341 ft.
Footage page 15: 504 ft.

Permit needed with City of Holly Hill

Construction Notes: (FPL contractor installing conduit)

Loc. 67-71: Install 1 Holophane 58W 3K LED black/black Granville on NEW 18'6" black Washington pole.
*All lights in this page are being fed underground.

FPL contractor to install 2'' PVC and 2" flex pipe with 24'' minimum cover as shown in the drawing using rapid trench and directional bore. Cable to be used is #6 DPX. FPL contractor installing hand-holes and staking locations of the poles. Poles on this page to be installed in R/W behind the sidewalk.
- Customer responsible for any restoration required. All hand-holes to be 17''unless noted.

Sales Rep: Scot Thrapp

AS-BUILT CREW PRINT	ALL REQUIRED GROUNDRODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS	AS-BUILT COPY
FOREMAN'S SIGNATURE / DATE	FOREMAN'S SIGNATURE / DATE	SUPERVISOR'S SIGNATURE / DATE	INITIALS / CERT. DAT

Easement? Yes ☐ No ☒	Survey/Stake? Yes ☐ No ☒	Work with SMO? Yes ☐ No ☒	FPL
Tree Work? Yes ☐ No ☒	Designer/Stake? Yes ☐ No ☒	CT/Special Mtr? Yes ☐ No ☒	

PERMIT REQ'D					
City X	County Rd.	County Air	State Road	FAA	
WMD	RR Xing	DR. Dist.	Transm.		

Requested Tel. Co. Set Poles ? YES ☐ NO ☒	Tele. Attachment Per		
Requested Tel. Co. Transfer ? YES ☐ NO ☒			
Request CAVT Transfer? YES ☐ NO ☒	Telephone Co. Job No.		
POLE LINE FEET 0'	DUCT BANK FT. 0'		
POLE LINE FT. ON TRANSM. POLES 0'	TRENCH FT. 0'		
TLM/LDS MODEL No. -	Map Posting? YES ☒ NO ☐ Posted by:		

Riverside Drive City of Holly Hill
Install 79 new fixtures and 79 poles
1146 Riverside Dr, Daytona Beach, FL 32117

Designed by:	Thais Garcia	Date:	07/18/22
Drawn by: TG	Check by:	Dwg No.	15 OF 18
Rural Location Sec.	xx TWP. xx S, RGE. xx E.		
SCALE: N.T.S	St. Lt MAP No. MAP#	Pri Map No.	xxxxxx
WR xxxxxxx			

Attachment: Exhibit E-Riverside Drive City of Holly Hill New Lighting Map (2022-R-63 : FPL Riverside Drive LED Lighting)

☐ INACCESSIBLE ☒ 13 kV ☐ FUTURE 23 kV ☐ 23 kV ☐ SALT SPRAY ☐

Bore: 251 ft.
Trench: 371 ft.
Footage page 16: 622 ft.

Permit needed with City of Holly Hill

Construction Notes: (FPL contractor installing conduit)

Loc. 72-76: Install 1 Holophane 58W 3K LED black/black Granville on NEW 18'6" black Washington pole.
Loc. K: Install 2" riser on distribution wood pole.
Loc. 74: Install 24" hand-hole.
*All lights in this page are being fed underground.
FPL contractor to install 2'' PVC and 2" flex pipe with 24'' minimum cover as shown in the drawing using rapid trench and directional bore. Cable to be used is #6 DPX. FPL contractor installing hand-holes and staking locations of the poles. Poles on this page to be installed in R/W behind the sidewalk.
- Customer responsible for any restoration required. All hand-holes to be 17''unless noted.
Sales Rep: Scot Thrapp

AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON RO'S	AS-BUILT COPY
FOREMAN'S SIGNATURE / DATE	FOREMAN'S SIGNATURE / DATE	SUPERVISOR'S SIGNATURE / DATE	INITIALS / CERT. DAT

Easement? Yes ☐ No ☒	Survey/Stake? Yes ☐ No ☒	Work with SMO? Yes ☐ No ☒	FPL	Riverside Drive City of Holly Hill	
Tree Work? Yes ☐ No ☒	Designer/Stake? Yes ☐ No ☒	CT/Special Mtr? Yes ☐ No ☒		Install 79 new fixtures and 79 poles	
PERMIT REQ'D: City X	County Rd.	County Air	State Road	FAA	1146 Riverside Dr, Daytona Beach, FL 32117
WMD	RR Xing	DR. Dist.	Transm.		

Requested Tel. Co. Set Poles ? YES ☐ NO ☒	Tele. Attachment Per	Designed by: Thais Garcia	Date: 07/18/22
Requested Tel. Co. Transfer ? YES ☐ NO ☒	Telephone Co. Job No.	Drawn by: TG Check by:	Dwg No. 16 OF 18
Request CAVT Transfer? YES ☐ NO ☒		Rural Location Sec. xx TWP. xx S, RGE. xx E.	
POLE LINE FEET 0'	DUCT BANK FT. 0'	SCALE: N.T.S	St. Lt MAP No. MAP# Pri Map No. xxxxxx
POLE LINE FT. ON TRANSM. POLES 0'	TRENCH FT. 0'		
TLM/LDS MODEL No. -	Map Posting? YES ☒ NO ☐ Posted by:	WR xxxxxx	

Attachment: Exhibit E-Riverside Drive City of Holly Hill New Lighting Map (2022-R-63 : FPL Riverside Drive LED Lighting)

☐ INACCESSIBLE ☒ 13 kV ☐ FUTURE 23 kV ☐ 23 kV ☐ SALT SPRAY ☐ _____

See Page 1

See Page 5

Bore: 62 ft.
Trench: 248 ft.
Footage page 17: 310 ft.

Permit needed with City of Holly Hill

Construction Notes: (FPL contractor installing conduit)

Loc. 77-79: Install 1 Holophane 58W 3K LED black/black Granville on NEW 18'6" black Washington pole.
*All lights in this page are being fed underground.

FPL contractor to install 2'' PVC and 2" flex pipe with 24'' minimum cover as shown in the drawing using rapid trench and directional bore. Cable to be used is #6 DPX. FPL contractor installing hand-holes and staking locations of the poles. Poles on this page to be installed in R/W behind the sidewalk.
- Customer responsible for any restoration required. All hand-holes to be 17''unless noted.

Sales Rep: Scot Thrapp

AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS	AS-BUILT COPY
FOREMAN'S SIGNATURE / DATE	FOREMAN'S SIGNATURE / DATE	SUPERVISOR'S SIGNATURE / DATE	INITIALS / CERT. DAT

Easement? Yes ☐ No ☒	Survey/Stake? Yes ☐ No ☒	Work with SMO? Yes ☐ No ☒			
Tree Work? Yes ☐ No ☒	Designer/Stake? Yes ☐ No ☒	CT/Special Mtr? Yes ☐ No ☒			
PERMIT REQ'D: City X	County Rd.	County Air	State Road	FAA	
WMD	RR Xing	DR. Dist.	Transm.		
Requested Tel. Co. Set Poles ? YES ☐ NO ☒	Tele. Attachment Per				
Requested Tel. Co. Transfer ? YES ☐ NO ☒					
Request CAVT Transfer? YES ☐ NO ☒	Telephone Co. Job No.				
POLE LINE FEET 0'	DUCT BANK FT. 0'				
POLE LINE FT. ON TRANSM. POLES 0'	TRENCH FT. 0'				
TLM/LDS MODEL No. -	Map Posting? YES ☒ NO ☐ Posted by:				

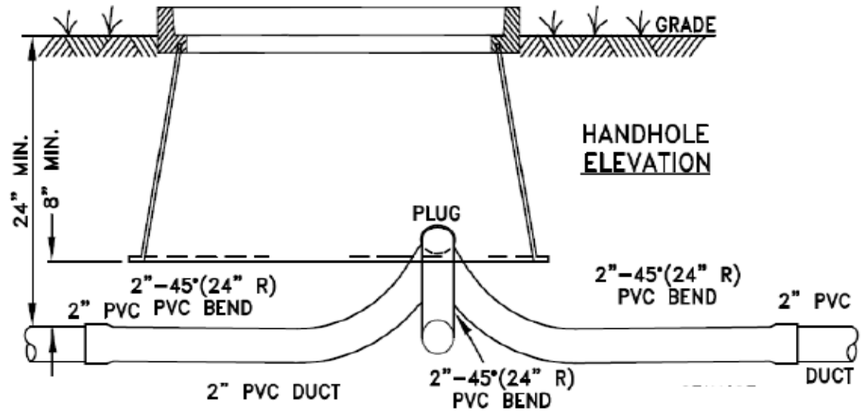
FPL

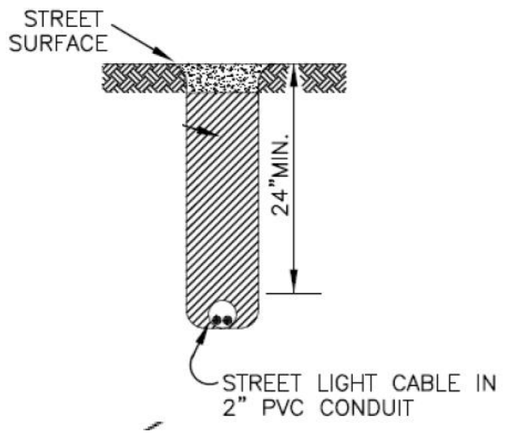
Riverside Drive City of Holly Hill
Install 79 new fixtures and 79 poles
1146 Riverside Dr, Daytona Beach, FL 32117

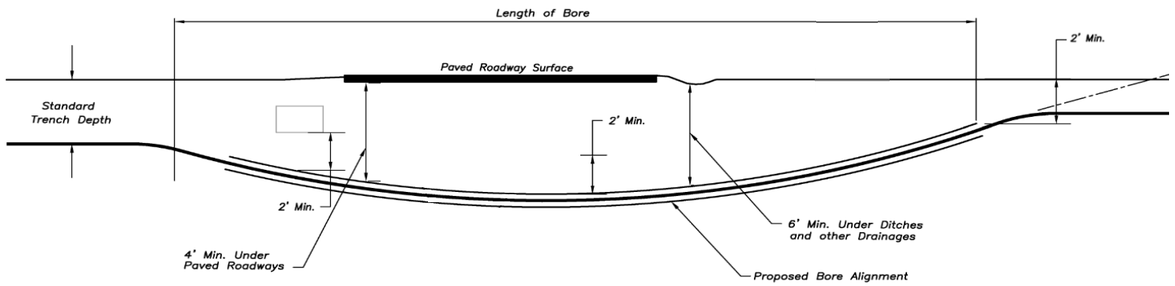
Designed by: Thais Garcia		Date: 07/18/22	
Drawn by: TG	Check by:	Dwg No. 17 OF 18	
Rural Location Sec. xx	TWP. xx	S, RGE. xx	E.
SCALE: N.T.S	St. Lt MAP No. MAP#	Pri Map No. xxxxxx	
WR xxxxxx			

Attachment: Exhibit E-Riverside Drive City of Holly Hill New Lighting Map (2022-R-63 : FPL Riverside Drive LED Lighting)

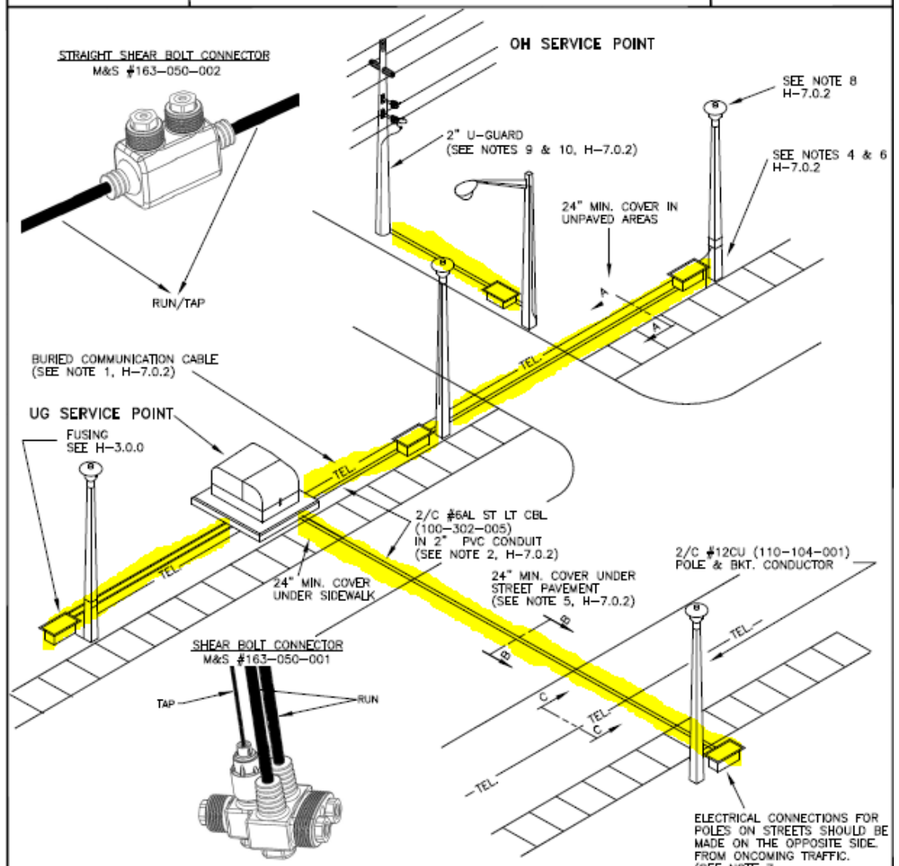
☐ INACCESSIBLE ☒ 13 kV ☐ FUTURE 23 kV ☐ 23 kV ☐ SALT SPRAY ☐ _____







H-7.0.1	STREET LIGHT UNDERGROUND INSTALLATIONS	H-7.0.1



NOTES:
1. FOR #6 AL DPX OR #1/0 AL TPX RUNS, USE SHEAR BOLT CONNECTOR M&S 163-050-001 AND A SHORT 1/2" 6 POINT SOCKET (M&S #594-955-004) TO CONNECT #12CU CONDUCTORS TO FEED INDIVIDUAL LUMINAIRES.
2. FOR #4/0 AL TPX RUNS, USE SHEAR BOLT CONNECTORS AS SHOWN ON L-17.0.9.
3. FOR DIRECT FEED TO SINGLE STREET LIGHT, USE CONNECTOR M&S #163-050-002 AND A SHORT 3/4" 6 POINT SOCKET (M&S #594-955-002).
4. SEE H-7.1.1 FOR INSTALLATION DETAILS.

SUPERSEDES H-7.0.1 LAST REVISED ON 1-29-92

NO.	DATE	REVISION	ORIG.	DRAWN	APPR.
6	11/4/16	UPDATE DRAWING & TEXT	JCH	ELS	RDH
5	3/9/11	UPDATE DRAWING & TEXT	ARR	ELS	BXN
4	1/3/11	UPDATE TEXT	ARR	ELS	BXN
3	5/28/09	UPDATE TEXT	SMS	ELS	JNM
2	6/10/03	UPDATE DRAWING & TEXT	SMS	ELS	JJM
1	9/22/99	UPDATE DRAWING & TEXT	SMS	JES	JJM

FPL
OH & UG DISTRIBUTION SYSTEM STANDARDS
ORIGINATOR: JBM DRAWN BY: RAS
DATE: 1/29/92 APPROVED: J.J McEVOY NO SCALE
SUPERVISOR, OH/UG PRODUCT SUPPORT SERVICES

AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON RO'S	AS-BUILT COPY
FOREMAN'S SIGNATURE / DATE	FOREMAN'S SIGNATURE / DATE	SUPERVISOR'S SIGNATURE / DATE	INITIALS / CERT. DAT

Easement? Yes ☐ No ☒	Survey/Stake? Yes ☐ No ☒	Work with SMO? Yes ☐ No ☒	FPL
Tree Work? Yes ☐ No ☒	Designer/Stake? Yes ☐ No ☒	CT/Special Mtr? Yes ☐ No ☒	

PERMIT REQ'D					
City X	County Rd.	County Air	State Road	FAA	
WMD	RR Xing	DR. Dist.	Transm.		

Requested Tel. Co. Set Poles ? YES ☐ NO ☒
Requested Tel. Co. Transfer ? YES ☐ NO ☒
Request CAVT Transfer? YES ☐ NO ☒
Tele. Attachment Per _____ Telephone Co. Job No.

POLE LINE FEET	0'	DUCT BANK FT.	0'
POLE LINE FT. ON TRANSM. POLES	0'	TRENCH FT.	0'
TLM/LDS MODEL No.	-	Map Posting? YES ☒ NO ☐	Posted by:

Riverside Drive City of Holly Hill
Install 79 new fixtures and 79 poles
1146 Riverside Dr, Daytona Beach, FL 32117

Designed by:	Thais Garcia	Date:	07/18/22
Drawn by: TG	Check by:	Dwg No.	18 OF 18
Rural Location Sec.	xx TWP. xx	S, RGE. xx	E.
SCALE: N.T.S	St. Lt MAP No. MAP#	Pri Map No.	xxxxxx
WR xxxxxxx			

Attachment: Exhibit E-Riverside Drive City of Holly Hill New Lighting Map (2022-R-63 : FPL Riverside Drive LED Lighting)

FPL Account Number: **6659300708**

FPL Work Request Number: _____

LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, City of Holly Hill (hereinafter called the Customer), requests on this 1st day of **August** , **2022** , from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) Riverside Dr. , located in Holly Hill, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

Fixture Description (1)	Watts	Lumens	Color Temperature	# Installed	# Removed
King Victorian No Lens	60	4598	3K	90	
LED Contempo	38		4K		11

(1) Catalog of available fixtures and the assigned billing tier for each can be viewed at www.fpl.com/led

Attachment: Exhibit C: 2022 FPL LT-1 Agreement Streetlights Riverside City of Holly Hill King Victorian Fixtures (2022-R-63 : FPL Riverside

Pole Description	# Installed	# Removed
Black Washington Concrete Pole Tenon Mount 18.5'	79	

(b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.

(c) Modification to existing facilities other than described above or additional notes (explain fully): (79) Black Washington Concrete Pole Tenon Mount 18.5' Locations 67,66,65,64,63,62,61,& 60 will all have shields Total Shields (8)

Attachment: Exhibit C: 2022 FPL LT-1 Agreement Streetlights Riverside City of Holly Hill King Victorian Fixtures (2022-R-63 : FPL Riverside

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of $655.26 These charges may be adjusted subject to review and approval by the FPSC.

3. To pay Contribution in Aid of Construction (CIAC) in the amount of $14,892.30 prior to FPL's initiating the requested installation or modification.

4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.

5. To purchase from FPL all the electric energy used for the operation of the Lighting System.

6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.

7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.

8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.

9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.

10. For FPL-owned fixtures on customer-owned systems:
    a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
    b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
    c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

11. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:

    a. the addition of lighting facilities:
    b. the removal of lighting facilities; and
    c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

    Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer- requested relocation of FPL lighting facilities. Payments shall be made by the Customer in advance of any relocation.
    Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.

13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.

Attachment: Exhibit C: 2022 FPL LT-1 Agreement Streetlights Riverside City of Holly Hill King Victorian Fixtures (2022-R-63 : FPL Riverside

14. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.

15. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination orbreach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of thefacilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation ratesapproved by the FPSC) plus removal cost.

16. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supplyelectric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer ofthe obligation to perform any of the terms and conditions of this Agreement.

17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreementby reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.

18. This **Agreement supersedes all previous Agreements** or representations, either written, oral, or otherwise between the Customer andFPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.

19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.

20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.

21. The lighting facilities shall remain the property of FPL in perpetuity.

22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service andthe Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

City of Holly Hill	**FLORIDA POWER & LIGHT COMPANY**
Customer (Print or type name of Organization)	
By: _____	**By:** Scot Thrapp
Signature (Authorized Representative)	**(Signature)**
_____	**Scot Thrapp**
(Print or type name)	**(Print or type name)**
Title: _____	**Title: FPL LT-1 Representative**

Attachment: Exhibit C: 2022 FPL LT-1 Agreement Streetlights Riverside City of Holly Hill King Victorian Fixtures (2022-R-63 : FPL Riverside

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **August 23, 2022**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Purchase of a Replacement 40' X 60' Metal Building from Florida Metal Building Services in the Amount of $76,890 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2022-R-64**
APPLICANT:
PLANNER:

DISCUSSION:

On May 3, 2022, the City of Holly Hill held a bid opening for the Design/Build of a Public Works Building. The intent of this bid was to hire a contractor who would design and build a 40' x 60' steel building with modifications in order to have it function with discrete bays for a small equipment mechanic shop and wastewater storage bay. Unfortunately, despite proper advertisement and distribution through newspaper and Vendor Link, no bids were received for this project.

Per policy 2.34 of the City's purchasing policy, in the event that no bids or proposals are received in response to a formal Invitation to Bid or Request for Proposals, the City has the option to: "If, in the opinion of the Finance Department, re-bidding would produce the same results as the original bid, the Finance Department and a representative of the using department may negotiate for the purchase of the desired commodity or service". This section of the City's purchasing policy is included under Exhibit 'A'

In order to ensure that this needed project is completed, written proposals were sought and received for the provision and installation of the building only. Modifications to the building will be bid separately.

The City received three (3) proposals for replacement of the Public Works Building, included under Exhibits 'B' through 'D':

- Alan's Factory Outlet $70,912.95 plus freight, plus telescopic forklift rental
- Eversafe $51,837.20 plus reach lift rental
- Florida Metal Building Services $76,890.00

The City's Chief Building Official was consulted to review the specifications of the buildings proposed and to make a recommendation based on the bids reviewed. The Chief Building Official recommends the selection of Florida Metal Building Services due to its structural integrity and the expansibility in the future. Public Works staff agree with this assessment and recommend the purchase of a 40' x 60' metal building from Florida Metal Building Services. The recommendation of the Chief Building Official is included under Exhibit 'E'.

FISCAL ANALYSIS:

There is $210,000 budgeted in GL account 301-8110-580.62-00 for the Public Works Building. The cost of the building will be $76,890 as proposed by Florida Metal Building Services plus the cost of City permitting fees. Upon approval of this purchase, there will be a remaining budget of over $130,000 for building modifications.

STAFF RECOMMENDATION:

Approve the purchase of a replacement 40' x 60' steel building from Florida Metal Building Services for a cost of $76,890 and authorize the City Manager to execute the same.

COMMISSION GOAL:

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

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

RESOLUTION:

APPROVE THE PURCHASE OF A 40' X 60' STEEL BUILDING FROM FLORIDA METAL BUILDING SERVICES FOR A COST OF $76,890 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A - Purchasing Policy Section 2.34 (PDF)
- Exhibit B - Alans Factory Outlet Proposal (PDF)
- Exhibit C - Eversafe Proposal (PDF)
- Exhibit D - Florida Metal Buildings (PDF)

- Exhibit E - CBO Recommendation (PDF)

Resolution No. 2022-64

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PURCHASE OF A REPLACEMENT 40' X 60' METAL BUILDING FROM FLORIDA METAL BUILDING SERVICES IN THE AMOUNT OF $76,890 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PURCHASE OF A REPLACEMENT 40' X 60' METAL BUILDING FROM FLORIDA METAL BUILDING SERVICES IN THE AMOUNT OF $76,890, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has budgeted $210,000 for the replacement of a metal building in the Public Works yard; and

WHEREAS, solicitations to replace this building as a Design/Build project received no bids despite proper advertising and distribution; and

WHEREAS, three bids have been received and reviewed by the Chief Building Official and Public Works staff in order to determine the building most suitable for Public Works use; and

WHEREAS, the Public Works Department agrees with the recommendation of the Chief Building Official in proposing the purchase of a 40' x 60' metal building from Florida Metal Building Services.

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 purchase of a 40' x 60' building from Florida Metal Building Services in the amount of $76,890 and authorize the City Manager to execute the same.

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 23rd day of AUGUST, 2022.

(a) Accept the offer was made, if the price is fair and reasonable.

(b) Negotiate an acceptable contract with the sole bidder.

(c) Reject the offer as non-competitive and re-bid making changes to allow more competition. The changes may be, but are not limited to, the specifications, mailing list, and the advertising medium.

POLICY 2.33 ERROR IN BID OR PROPOSAL

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

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

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

The following action shall be taken:

(a) If the error or deficiency is not material to the bid or proposal, the bidder may be allowed to send us a letter correcting the error or misinformation.

(b) If the error and the correction are clearly evident, such as typographical, extension of unit prices, transposition, and arithmetical, the bidder may be allowed to send us a letter correcting the error.

(c) If the error or deficiency is material to the bid, it may not be corrected. The bidder may go forward with the contract as bid, or the bidder may be allowed to withdraw its bid and the City, in its discretion, may accept the withdrawal with or without penalty. A typical penalty would be the difference between the low bid which contains the error, and the bid that is accepted.

POLICY 2.34 NO BIDS

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

(a) Re-bid with either the same or revised specifications.

(b) If, in the opinion of the Finance Department, re-bidding would produce the same results as the original bid, the Finance Department and a representative of the using department may negotiate for the purchase of the desired commodity or service.

(c) Obtain informal written quotations, and purchase from the lowest quote meeting specifications.

Attachment: Exhibit A - Purchasing Policy Section 2.34 (2022-R-64 : Public Works Building Replacement)

Alan's® FACTORY OUTLET

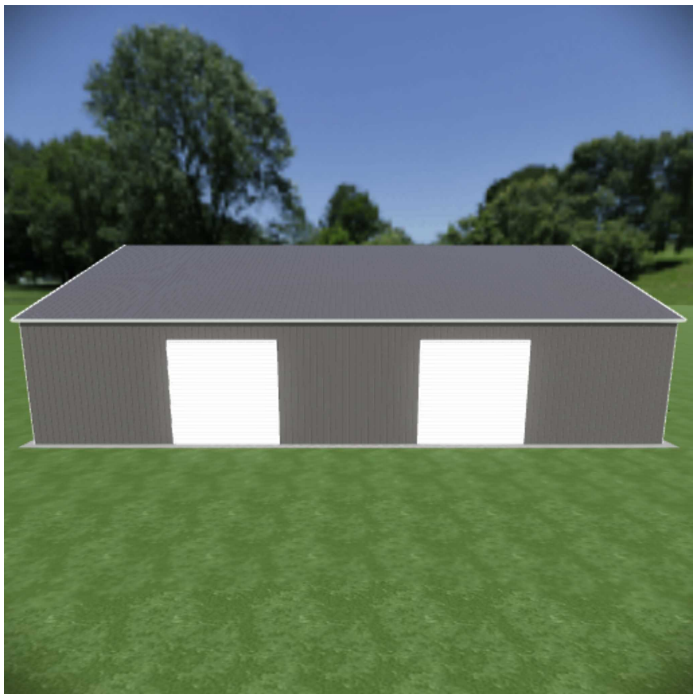
Your Custom Metal Building Design

alansfactoryoutlet.com | 1-800-488-6903

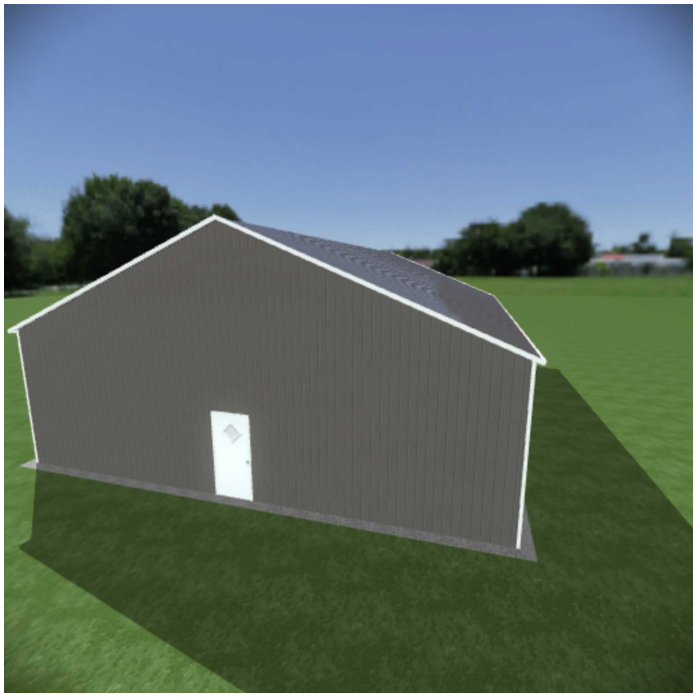
Edit or Buy Your Design: alansfactoryoutlet.com/design/aWMl79/

Delivery Zip Code: 32117

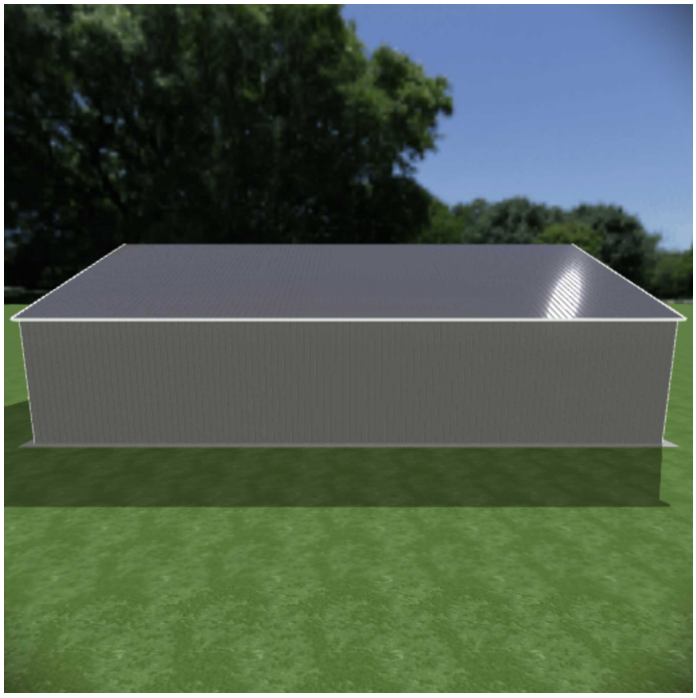
Front



Right



Back



Left

Attachment: Exhibit B - Alans Factory Outlet Proposal (2022-R-64 : Public Works Building Replacement)

Alan's® FACTORY OUTLET

Your Custom Metal Building Design

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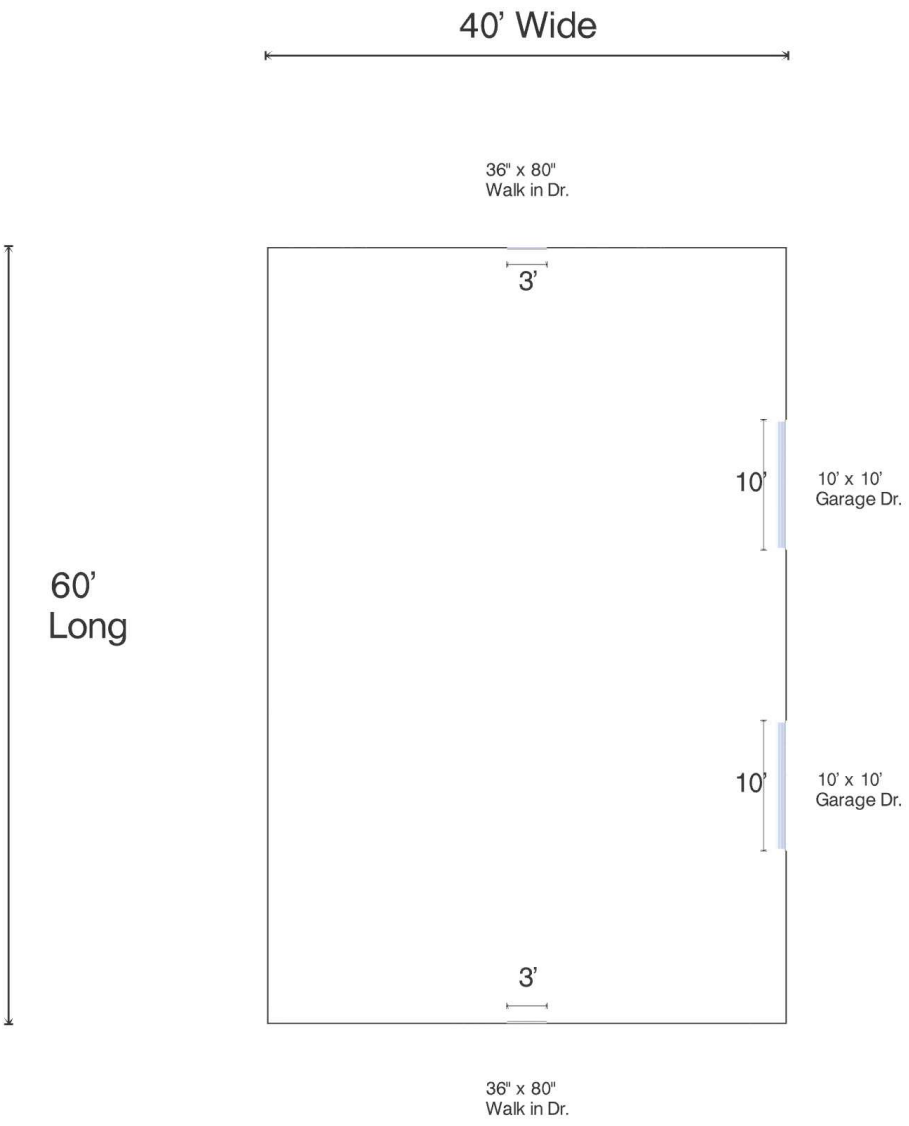
Edit or Buy Your Design: alansfactoryoutlet.com/design/aWMl79/



Floor Plan

Attachment: Exhibit B - Alans Factory Outlet Proposal (2022-R-64 : Public Works Building Replacement)

Alan's® FACTORY OUTLET

Your Custom Metal Building Design

alansfactoryoutlet.com | 1-800-488-6903

Edit or Buy Your Design: alansfactoryoutlet.com/design/aWMl79/

Delivery Zip Code: 32117

40 x 60 Vertical Roof Metal Garage	$60,115.00	1	$67,907.20

Roof Color: Quaker Gray
Trim Color: White
Side & End Color: Quaker Gray
140mph 30psf or 105mph 65psf or FL: FL 170 mph on 40x60
32' to 60' Ends: 40' Wide - Close Both 12' Ends
Installation Surface: Concrete
32' to 60' Wide Gables: Gables Open
Garage Door Color: White
32' to 60' Wide Leg Height: 12' Legs on 60' Long
Power Outlet Available Within 100ft: Yes, Power Outlet Within 100ft
Right Side on 32' to 60' Wide: Right Side Closed on 12' Legs - 60' Long
Left Side on 32' to 60' Wide: Left Side Closed on 12' Legs - 60' Long
Vertical or Lap Siding Panels: Vertical Side Panels (Only applies if sides and ends are closed)
Walk in Door Location: Walk in Door on Back End Centered
Galvanized or Colored Screws: Silver Galvanized Screws
29 GA or 26 GA Sheeting: FL 26 GA
Insulation Type: Woven R17 Insulation on 12' Leg Height - 40x60
Garage Doors 10'x10' Locations Side: 2 Garage Doors 10'x10' on the Side
Insulation Options: Fully Insulate Roof and Sides
Select Delivery County in Florida: Volusia As Built Drawings $175 or 5% of Building cost, whichever is greater
14 GA or 12 GA Tubing 32' to 60' Wide: 12 GA Tubing on 40x60 Metal Building
Garage Doors 10'x10': Two 10' Wide x 10' Tall Certified Garage Doors
Walk in Door: Two Single Walk in Doors 36"" Wide x 80"" Tall
Windows: No Window

Subtotal:	$67,907.20
Delivery & Installation:	**FREE for Zip Code 32117**
Tax:	Calculated in Checkout
Total:	**$67,907.20**
Deposit to Order:	**$10,189.80**

Prices subject to change without notice

Attachment: Exhibit B - Alans Factory Outlet Proposal (2022-R-64 : Public Works Building Replacement)

The City of Holly Hill

Steven Juengst <sjuengst@hollyhillfl.org>

Re: New Entry: Alan's Factory Outlet

Melissa LeCour <melissa@alansfactoryoutlet.com> Thu, May 26, 2022 at 8:43 AM
To: Steven Juengst <sjuengst@hollyhillfl.org>

Mr. Juengst,
Please see attached for the quote you requested!

Also, in Volusia County, you are required to have as-built drawings for this structure. There is a 5% non-taxable additional fee (no less than $175), that was not included in the above price. This fee is for an engineer to generate blue print drawings for your structure, which you would need to retain your permit. It takes approximately 4-8 weeks for these drawings to be generated, followed by standard lead times in your area, which would begin after you have received your permit and notified the factory that everything was in order for the install. The cost of these for this structure quoted would be $3005.75.

Please be advised that although this price includes installation on your level land, you would be required to provide a telescopic forklift for the installation crew's use. This telescopic forklift must extend a minimum of 10' beyond your chosen side height on your building. If you do not own this equipment, you would want to consider your rental costs to supply one. Additionally, a 3% freight fee may apply to deliver the materials to your site.

Melissa LeCour
Alan's Factory Outlet
alansfactoryoutlet.com
Mailing Address: PO Box 646
Luray, VA 22835
Toll Free: 1-800-488-6903
Reviews

At Alan's Factory Outlet we strive to provide excellent customer service, please let me know if I have fallen short of our goal, as your feedback is important to us. Please be advised that prices are subject to change without notice, and any pricing information provided in this email could change at any time. Additionally, delivery times are estimated and are not guaranteed.
Thank you and God Bless

[Quoted text hidden]

alans-factory-outlet-screenshot-2022-5-26 8_40_54.pdf
515K

Attachment: Exhibit B - Alans Factory Outlet Proposal (2022-R-64 : Public Works Building Replacement)

EVERSAFE
BUILT SAFE BUILT STRONG BUILT TO LAST
A Longlife Steel Buildings company

STEEL BUILDING PROPOSAL

EVERSAFE BUILDINGS | 11175 CICERO DR STE 135 | ALPHARETTA, GA 30022
PH: 1-800-374-7106 | FAX: 1-800-374-4694 | WWW.EVERSAFEBUILDINGS.COM

CUSTOMER:
Steve Juengst

DATE:
6/20/2022

ADDRESS:
TBD

CITY/STATE:
Daytona Beach, FL

ZIP:
32117

COUNTY:
Volusia

PHONE:
(386) 248-9463

E-MAIL:
sjuengst@hollyhillfl.org

BUILDING TYPE:
Large Span Building

ROOF SIZE:
40' x 61'

BUILDING SIZE:
40' x 60'

WALL HEIGHT:
12'

ROOF PITCH:
2/12

ROOF TYPE:
Upgraded Vertical Roof With 6" Overhang

FRAME TYPE:
Heavy Duty 14 Gauge Galvanized Large Span Steel Truss Frame With Double Legs

FRAME SPACING:
4' On Center

SHEETING TYPE:
Upgraded Heavy Duty 26 Gauge Galvanized Steel

CERTIFICATION:
170 mph - Risk Cat 2 Commercial

ADDITIONAL NOTES:
***Buyer must have a Reach Lift with a 26' reach and 6,000-8,000 lb pound capacity on site for installers during the installation process. Any rental or use fees incurred are Buyer's responsibility. (Est. $1,100 - $2,500 rental fee/week. Rental can be arranged)**

PREPARED BY:
Jennifer Krautman

QUANTITY	DESCRIPTION
	BUILDING DETAILS
	40' x 60' x 12' Large Span Building
2	Upgraded Vertical Sidewalls
1	Full End - Upgraded Vertical Sheeting
1	Full End - Upgraded Vertical Sheeting
	Upgraded Vertical Roof With 6" Overhang (Vertical Roof Includes Hat Channels & Ridge Cap)
	Heavy Duty 26 Gauge Roof And Wall Sheeting
	ACCESSORIES
2	10' x 10' Certified Heavy Duty Lockable Roll Up Doors
2	Roll Up Door Side Frames
2	Seals for Roll Up Door (Top & Sides)
2	Heavy Duty Walk Doors With Keyed Lock - 36" x 80" Certified (Solid)
	Concrete Anchors
Roof & Walls	3/16 Inch Single Bubble Insulation (R11)
	Foam Enclosures - Ridge and Eaves
	MISCELLANEOUS
	Certified Building
	As Built Stamped Drawings (2 Sets)
	FREE DELIVERY TO JOBSITE
	FREE INSTALLATION ON YOUR PAD
	FREE COLOR MATCH FASTENERS
	*****40 YEAR LIMITED WARRANTY ON PANELS*****
	*****20 YEAR LIMITED RUST THROUGH WARRANTY ON FRAME AND ROOF*****
	*****12 MONTH WORKMANSHIP WARRANTY ON BUILDING*****

Note: Due to the volatility in steel mill prices this quote is only valid until:

Thursday, June 30th, 2022

*****We can arrange to have your building permits pulled (building & concrete only)*****

Payment requirements:

$6,127.60 due now
$24,527.63 Due at scheduling of installation
$24,527.63 Due immediately following installation

*Permit fees are not included

*Due to steel price increases price quote is subject to change without notice

Building Price	$53,
5% Discount	-$2,
Additional Labor	
BUILDING PRICE (AFTER DISCOUNT)	**$51,**
Sales Tax (6.50%)	$3,
Drawings (Risk Cat II)	$
Total	$55,
Due Now**	$6,
BALANCE (See Payment Breakdown)	$49,055.27

*Eversafe has the right to correct any content or pricing errors on this quote

Less Ta

Attachment: Exhibit C - Eversafe Proposal (2022-R-64 : Public Works Building Replacement)

FLORIDA METAL BUILDING SERVICES

Quote/P.O.

August 2, 2022
453 LPGA Blvd Holly Hill, FL 32117
RE: Steve Juengst

#22-225
Attn: Steve Juengst
PH- 386-248-9463

BUILDING INFORMATION

Building Profile: **Gable**
Width: **40'-0"**
Length: **60'-0"**
Eave Ht. **12'-0"**
Roof Slope: **1:12**

Sidewall Bay Spacing: **3@20'-0"**
Left End Wall Spacing: **post and beam**
Right End Wall Spacing: **post and beam**

WIND BRACING

Front Sidewall: **- 'X' Bracing Allowed**
Back Sidewall: - **'X' Bracing Allowed**

Left End wall: - **'X' Bracing Allowed**
Right End wall: - **'X' Bracing Allowed**

LOADS

Bldg. Code: **FBC 2020**
Live Load: **20 PSF**
Ground Snow: **0 PSF**
Hurricane Coast: **No**

Wind Speed: **136 MPH**
Wind Exposure: **B**
Occupancy: **Normal**
Category: II

Collateral Load: **1.0 lbs. PSF**
Seismic Zone: **1.0**
Importance Factor: **1.0**

ROOF TYPE

Roof Panels: **26ga. Galvalume "PBR"**
Fasteners: **Long life Hd., 1 ¼ Lgth. S.D.S**
Insulation: **See Alternate**
FSW Eve: **Gutter and Downspouts**
BSW Eve: **Gutter and Downspouts**

WALL COVERING

Wall Panels: **26ga. Std. Color "PBR"**
Fasteners: **Long life Hd., 1 ¼ Lgth. S.D.S**
Insulation: **See Alternate**
Base Type: **Standard Base Angle – No recess**

Accessories/Modifications

- **(2) 10' x 10' Framed Openings for (roll doors see alternate).**
- **(2) ADA compliant 18g. galvannealed 3070 wind rated knockdown walk door (white).**
- **For cost of erection see alternate.**

TOTAL: $46,350.00
Includes Tax, Building and Freight

PERMITS ARE **NOT** INCLUDED

SEE NEXT PAGE

Florida Metal Building Services LLC
5445 South Pine Avenue Ocala, FL 34480

Office (352) 789-6009
Fax (352) 789-6029

Attachment: Exhibit D - Florida Metal Buildings (2022-R-64 : Public Works Building Replacement)

Alternate #1: *FMBS to provide Labor and Equipment to erect.*

ADD: $14,400.00 **ACCEPT_____** **DECLINE_____**

Alternate #2: *FMBS to provide R-19 Roof and R-13 Wall Insulation.*

ADD: $5,500.00 **ACCEPT_____** **DECLINE_____**

Alternate #3: *FMBS to provide (2) _10___ x __10___ Janu s3652 commercial series wind load rated rolling sheet door (white). Pricing is based upon standard industrial application, no additional weatherstripping provided.*

ADD: $4,640.00 **ACCEPT_____** **DECLINE_____**

Alternate #4: *FMBS to provide pulling building permit. Does not include any site plans, civil engineering, landscaping, plumbing, electrical, or anything not specifically mentioned in above quote. Does Not include permit costs.*

ADD: $4,500.00 **ACCEPT_____** **DECLINE_____**

Alternate #5 *FMBS TO PROVIDE AND INSTALL 3/4" DIAMETER ASTM F1554 GR 36 OR GR 55 THREADED RODS SET IN HILTI HY200 OR EQUIVILANT ADHESIVE WITH MINIMUM 6.75" EMBEDMENT IN SOUND CONCRETE. HORIZONTAL DISTANCE FROM CENTER OF ANCHOR ROD TO EDGE OF CONCRETE SLAB/FOUNDATION MUST BE AT LEAST 10 INCHES*. ***FMBS IS NOT RESPONSIBLE FOR EXISTING SLAB CONDITION.**

ADD: $1,500.00 **ACCEPT_____** **DECLINE_____**

Attachment: Exhibit D - Florida Metal Buildings (2022-R-64 : Public Works Building Replacement)

Florida Metal Building Services LLC
5445 South Pine Avenue Ocala, FL 34480
Office (352) 789-6009
Fax (352) 789-6029

General Policies

- *Contractor and/or Owner Shall supply a dumpster or designated area for metal debris.*
- *Outside perimeter of slab shall be accessible during metal building erection.*
- *Contractor and/or Owner shall supply a temporary ramp up to slab during erection, if slab is not accessible by forklift there will be a charge above contracted amount for the rental cost of a crane.*
- *Manufacturer is fully responsible for all warranties concerning building materials.*
- *Florida Metal Building Services is not responsible for supplying building permits unless otherwise specified.*
- *Owner is responsible for verifying all design loads for their county and building codes.*
- *Owner to supply water and electric within 100 feet of building location unless otherwise specified.*
- *If steel erection cannot be started upon delivery of steel, there will be a mobilization and demobilization cost above the contract amount. When the Owner or General Contractor are ready for the remobilization, they shall issue the request in writing to FMBS. FMBS will require a minimum of 4-8 weeks to place the project back on the erection schedule and will advise the Owner or General Contractor of the first available date for the remobilization determined at the sole discretion of FMBS. Delays in erection of the building will cause cost escalation in labor, fuel and other associated costs which will be the responsibility of the Owner or General Contractor.*
- *The Metal Buildings Institute and Metal Building Manufacturers Association require that pre-engineered metal building materials be erected immediately upon arriving at the jobsite. Storage of materials is not recommended and is the source of finish and material deficiencies such as rust, "storage stain", corrosion, other stains, discolorations, etc. due to being in non-permanent installation conditions and/or oxygen deprived environments with the potential of moisture presence. Materials not immediately erected upon delivery are susceptible to permeant damage to materials and finishes. Primer paint is not intended to be a final or complete finish or protection to any metal building material or accessory and rust or other finish imperfections may appear.*
- *Upon delivery of the metal building materials and/or accessories, the Owner or General Contractor shall have care and custody of all materials. Jobsite security and other protections against theft, damage, etc. are the responsibility of the Owner and/or General Contractor. Replacement of damaged or stolen materials is the reasonability is by others.*
- *After storage of materials has occurred after delivery of materials and Florida Metal Building Services, LLC re-mobilizes the site to erect the pre-engineered metal building, steel erection forces will only erect the building components and will not clean, repaint, or attempt to remove any satins, rust, discolorations, etc. Any and all remediation, cleaning, refinishing is the responsibility of the Owner's General Contractor or the Owner.*
- *Concrete NOT included unless specified*
- *Anchor bolts NOT included unless specified.*
- *Roll up doors NOT included unless specified.*
- *No other items are included that are not specifically mentioned above.*
- *Signature below will authorize Fl. Metal Buildings to order building/engineered drawings and place order for the building.*
- *Upon acceptance of the Quote/PO by Owner it shall become a contract between parties. In the event of a conflict, the terms contained in this document shall supersede any other signed contract or agreement by the parties for this project.*
- *In the event of Owner's cancellation after acceptance, Owner shall pay Florida Metal Building, in addition to the project deposit or fees for engineering drawings, a cancellation fee of a minimum of 15% of the full price of the agreement at the time of the cancellation or actual costs incurred plus 20%, whichever is higher.*
- *If after acceptance by Owner Florida Metal Buildings retains an attorney to enforce this Quote/PO or to collect any sums due, Florida Metal Buildings will be entitled to collect and recover all attorney fees.*
- *Owner responsible for providing Chemical Portable Restroom on job site unless otherwise specified.*

Attachment: Exhibit D - Florida Metal Buildings (2022-R-64 : Public Works Building Replacement)

Pricing Policies

- *All invoices are to be paid net 10 days unless otherwise specified.*
- *All jobs require a minimum of a 15% non-refundable deposit or payment for engineered drawings and/or order/purchase of the building that will be invoiced and paid upon the signing of the FMBS proposal. No services will be provided until a deposit or initial FMBS payment is received. Any funds paid to or collected from FMBS are non-refundable should the Owner terminate the project for any reason.*
- *The standard FMBS Delivery Notice must be signed by the Owner, without modification, a minimum of (30) days prior to any scheduled delivery of materials. Failure to signed and return the FMBS Delivery Notice or attempting to make any modifications thereto is cause for cancellation of the project at FMBS's sole discretion.*
- *Building and accessory suppliers require advanced payment for materials in some instances prior to start of fabrication but always no later than at the delivery of materials to the jobsite. Therefore, all building materials and building accessories must be paid by the Owner C.O.D. or full payment received and cleared by the scheduled delivery date or materials cannot be delivered by FMBS or suppliers. All C.O.D. payments must be issued directly to FMBS. Materials are to be paid through FMBS's accounts with the suppliers and vendors and FMBS suppliers and vendors will not accept payments directly from the Owner or General Contractor.*
- *Building erectors require advance payment for any unload mobilization, rental equipment costs, lodging, per diem and other expenses associated with the unload of building and accessory materials. At the latest, this payment can be made C.O.D. by the Owner or General Contractor or FMBS may submit an invoice in advance of the building delivery that must be paid by the Owner or General Contractor prior to the erector mobilizing the jobsite, ordering rental equipment, book lodging, etc.*
- *Orders that are entered for production, but are then put on hold for any reason, shall then be subject to re-pricing at FMBS discretion. Any design revisions or changes issued by the Owner or General Contractor will automatically put the metal building production process on hold until a change order can be developed and executed for the revisions. Orders that are entered for immediate production and are produced but are then put on shipping hold are also subject to re-pricing or will be assessed a $150.00 per day per truckload demurrage charge until shipped.*
- ***Due to a volatile steel market, please be aware steel prices are rising at a steady rate. At this time all quotes issued will be valid for (15) days**. After this time, quotes shall be updated at the sole discretion of FMBS. Jobs ordered on approval or permit status are subject to re-pricing, when released for fabrication.*
- *After release of project for fabrication, any delays caused by Owner or General Contractor or any changes whatsoever to the scope of the work, including color changes, will be subject to review and/or pricing adjustments that will increase the cost of the project at the sole discretion of FMBS. Payment of any deposit or for ordering engineering drawings or the building does not in all situations avoid pricing adjustments from delays and changes by the Owner or General Contractor.*

_____ _____

Robert Tillander *Date*

_____ _____

Customer Signature *Date*

Attachment: Exhibit D - Florida Metal Buildings (2022-R-64 : Public Works Building Replacement)

HOLLY HILL
FLORIDA

CITY OF HOLLY HILL
1065 Ridgewood Avenue Holly Hill, Florida 32117
www.hollyhillfl.org

RE: Public Works Building Recommendation.

I am recommending the purchase of the building from Florida Metal Building.

I feel this structure meets more of the needs of Public works, and expandability for any future needs, or addition of space when needed.

Rickie Lee, CBO

Attachment: Exhibit E - CBO Recommendation (2022-R-64 : Public Works Building Replacement)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **August 23, 2022**
FROM: **Antoine Khoury**
SUBJECT: **Approval Authorizing the City Manager to Execute Payment for Additional Changes to the US1 Utility Undergrounding Conversions Contract with AT&T for an Amount Not to Exceed $107,153.30.**
NUMBER: **(ID # 3849)**
APPLICANT:
PLANNER:

DISCUSSION:

The total expenses are $550,061.89. The city prepaid $386,408.59 and was credited $56,500.00 from AT&T. The remaining $107,153.30 of which billing from AT&T is attached as Exhibit A, is for new material, labor, engineering, payroll taxes/benefits, motor vehicle expenses and provisioning expenses. Exhibit B is the email thread between city staff and AT&T to acquire the explanation of the additional costs.

The resulting not to exceed cost of the additional work is $107,153.30.

FISCAL ANALYSIS:

The amount needed for the additional costs is budgeted in 139-8110-580-6300.

STAFF RECOMMENDATION:

City staff have reviewed the billing from AT&T and recommend it be approved and the City Manager be authorized to execute an additional cost of $107,153.30.

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 PAYMENT FOR ADDITIONAL CHANGES TO THE US1 UTILITY UNDERGROUNDING

CONVERSIONS CONTRACT WITH AT&T FOR AN AMOUNT NOT TO EXCEED $107,153.30.

- Exhibit A - Fully Executed Agreement - AT&T OH - UG Conversion - June 2018 (PDF)
- Exhibit B - AT&T Billing (PDF)
- Exhibit C - Email Thread with AT&T (PDF)

Attachment: Exhibit A - Fully Executed Agreement - AT&T OH - UG Conversion - June 2018 (3849 : Approval of Additional Expenses for US1

06/19/2018

SPECIAL CONSTRUCTION AGREEMENT
For Conversion of Overhead Facilities to Underground

Project #: 83E23705B

Customer Name: **City of Holly Hill**

Authority: **A0095R7**

Customer Telephone Number: (386) 248-9463

AT&T Contact: **Nathan Stephenson**

Work Site Address: **RIDGEWOOD AVE, FROM JUST NORTH OF MASON AV TO WALKER ST**

Telephone: **386-281-6962**

This Agreement (" Agreement") is entered into by and between BellSouth Telecommunications, LLC d/b/a AT&T Southeast ("AT&T") and City of Holly Hill ("Customer" or "City"). AT&T and Customer hereby agree to the following terms and conditions:

1. **Special Construction Work & Consideration.** This Agreement is for the Special Construction Work described on ***Exhibit 1***, attached hereto and incorporated herein by this reference ("Special Construction Work"). Exhibit 1 includes conditions precedent to AT&T commencing the Special Construction Work ("Conditions Precedent"). As consideration for the Special Construction Work, Customer agrees to pay AT&T for the work on an "actual cost" basis. The Customer affirms that the Estimated Special Construction Work Charges below is an estimate and that the actual costs incurred by AT&T may be higher. Said estimated cost is subject to change due to factors including, but not limited to, changing conditions in the field or changes in cost of labor or materials. Customer agrees to make advance payment of 100% of the estimated cost totalling **$386,408.59** ("Estimated Special Construction Work Charges"), **$23,450.00** of which Customer has previously paid to AT&T, such that **$362,958.59** is due and payable. Customer will pay such amount to AT&T within 30 days following full execution of this Agreement. Payment of such amount in full is required before the Special Construction Work will begin. Payment shall be made by mail to AT&T's offices at **AT&T CWO Coordinator, 1876 Data Drive, 5th Floor North, Attention: Susan Rinehart, Hoover, AL 35244**, or to such other address as AT&T may designate in writing. Upon completion of the work, AT&T will compute the actual cost of the work ("Special Construction Work Charges"). Any difference between the amount of the advance payment and the Special Construction Work Charges will either be paid by the Customer to AT&T within 30 days of Customer's receipt of an invoice therefor (in the event actual exceeds estimated) or refunded to the Customer by AT&T (in the event actual is less than estimated).

2. **Cost Estimate.** The Estimated Special Construction Work Charges amount is valid for 90 days from June 19, 2018. If this Agreement is not fully executed within the said period, then AT&T may require the Customer to request a new cost estimate, and the Estimated Special Construction Work Charges amount may change.

3. **Changes in Scope of Work or Field Conditions**. If the Customer initiates changes in the scope of the work after the date of this Agreement or there exists a condition in the field or other relevant circumstance discovered after the date of this Agreement that is different from the conditions or circumstances that were assumed in preparing the Estimated Special Construction Work Charges, AT&T may require the Customer to request a new cost estimate, the Estimated Special Construction Work Charges amount may change, and the parties will cooperate to sign an amendment to this Agreement incorporating any relevant changes to the Estimated Special Construction Work Charges or scope of work.

4. **Breach; Termination**. If either party breaches any material provision in this Agreement, then the other party may terminate this Agreement by written notice to the breaching party; provided that, prior to any such notice of termination, the other party provides written notice of the breach to the breaching party, and the breaching party fails to cure the breach within 30 calendar days from receipt of the notice of the breach. The time to cure shall be extended for a reasonable time to allow for cure if the breach cannot be cured within 30 calendar days and if the breaching party continues expeditiously to cure.

5. **Early Termination.** In event of termination of this Agreement for any reason in advance of completion of the Special Construction Work, in addition to any other remedies that may be available to AT&T, AT&T shall have the right to retain any Estimated Special Construction Work Charges previously paid by the City that compensate AT&T for Special Construction Work performed up to the date of termination, and AT&T may complete any segment of the Special Construction Work then in progress. Following such termination, AT&T shall return to the City any such portion of such prior payment that is in excess of such amounts that compensate for Special Construction Work performed up to the date of termination and/or which was in progress prior to the date of termination. If actual costs incurred by AT&T for Special Construction Work performed up to the date of termination exceed the prior payments, the City shall be responsible to pay any such excess amount within 30 days following receipt of an invoice from AT&T.

6. **Force Majeure; Time to Complete.** Any information provided by AT&T, its agents servants or employees that the project will be complete by a certain date or within certain time period is an estimate and not binding on AT&T, its agents, servants or employees. Estimated completion dates and the Special Construction Work are subject to circumstances, including without limitation, changing conditions in the field, and force majeure conditions, including, without limitation, weather, labor disputes, vendor/contractor disputes, and other conditions or circumstances outside of AT&T's control.

Attachment: Exhibit A - Fully Executed Agreement - AT&T OH - UG Conversion - June 2018 (3849 : Approval of Additional Expenses for US1

7. **Damages; No Damages for Delay**. In the event of termination of this Agreement for any reason set forth herein in advance of completion of Special Construction Work, the City shall have no claim or remedy against AT&T, except a claim to collect any excess payment amount, as set forth in Section 5. In the event of any claims arising from this Agreement, neither party shall liable for any consequential, incidental, or indirect damages. Under no circumstances will AT&T be held liable to Customer, Customer's agents, servants, contractors or employees for any alleged delay in the Special Construction Work.

8. Severability. Any provision of this Agreement held by court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

9. Successors and Assigns. This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

10. Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.

11. Effect of Waiver. No consent or waiver, express or implied shall be deemed a consent to or waiver of any other breach of the same or any other covenant, condition or duty.

12. Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

13. Modification. This Agreement constitutes the entire agreement between the parties and can only be changed in a writing or writings executed by both of the parties. Each of the parties forever waives all right to assert that this Agreement was the result of a mistake in law or fact.

14. Interpretation. The parties agree that this Agreement shall not be interpreted in favor or against either party. The parties further agree that they entered into this Agreement after conferring with legal counsel, or after having a reasonable opportunity to confer with legal counsel.

15. Applicable Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Florida without regard to Florida conflict of law principles.

16. Attorneys' fees. If either party seeks to enforce it rights under this Agreement through legal action, the prevailing party shall recover from the other party all costs and expenses incurred, including, but not limited to, reasonable attorneys' fees.

Attachment: Exhibit A - Fully Executed Agreement - AT&T OH - UG Conversion - June 2018 (3849 : Approval of Additional Expenses for US1

17. Authority. The signatories to this Agreement represent and warrant that they are duly authorized to execute this Agreement.

18. Indemnification and Hold Harmless. Subject to applicable law and without waiver by the Customer of any relevant sovereign immunity rights under Florida law, Customer, Customer's agents, servants, contractors and employees hereby agree to indemnify and hold harmless AT&T and its employees, agents and contractors from and against any and all claims, costs, and expenses, judgments or actions for damage to property or injury or death to persons and/or arising from or relating to the work that is the subject of this Agreement, if and to the extent any such claims are caused by the acts or omissions of the Customer, Customer's agents, servants or employees.

1. Final Agreement. THIS AGREEMENT REPRESENTS THE ENTIRE AND FINAL EXPRESSION OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. THIS AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES; THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. NO MODIFICATION, RESCISSION, WAIVER, RELEASE OR AMENDMENT OF ANY PROVISION OF THIS AGREEMENT SHALL BE MADE, EXCEPT BY A WRITTEN AGREEMENT SIGNED BY BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on the dates set forth below.

City of Holly Hill, Florida

By: Joseph A. Forte
Printed Name

By: [signature]
Authorized Signature

Title: City Manager

Date: 6/29/18

BellSouth Telecommunications, LLC d/b/a AT&T Southeast

By: Nathan Stephenson
Printed Name

By: [signature]
Authorized Signature

Title: Mgr OSP Plng + Engrg Design

Date: 6-19-2018

Attachment: Exhibit A - Fully Executed Agreement - AT&T OH - UG Conversion - June 2018 (3849 : Approval of Additional Expenses for US1

Attachment: Exhibit A - Fully Executed Agreement - AT&T OH - UG Conversion - June 2018 (3849 : Approval of Additional Expenses for US1

EXHIBIT 1

The Special Construction Work that is the subject of the Agreement to which this Exhibit 1 is attached is as follows:

The work area is the area within the City of Holly Hill, as shown on Attachment A ("Work Area"). The Special Construction Work is the following work within the Work Area: **RIDGEWOOD AVE, FROM JUST NORTH OF MASON AV TO NORTH OF WALKER ST** Installation by AT&T of underground cable and related aboveground equipment (collectively, the converted system) to replace AT&T aerial facilities, including cables, terminals, service wires, poles, anchors and guys, in the Work Area; cutover of existing communications service on such aerial facilities to converted system; and removal of the aerial facilities and any AT&T-owned poles following cutover, resulting in conversion of the aerial facilities to underground. The work does not include conversion to underground or removal of any facilities, such as poles, owned by parties other than AT&T.

In addition to any conditions precedent to AT&T commencing the Special Construction Work identified in the Agreement to which this Exhibit 1 is attached, the following shall be Conditions Precedent to AT&T commencing the work and shall be obligations of the City:

A. **Conduit.** At no cost to AT&T, the City shall (1) install the 4" and 2" conduit (the material for which shall be provided by the City) as shown on "AT&T_Proposed Conduit_HollyHill" plans prepared by SMW and provided to Holly Hill on 2/3/16 and also included in Attachment A of this contract. ("Conduit Plans") (2) Install the Service Conduit identified in C below, and (3) Transfer ownership to AT&T of the conduit referenced in (1) above (collectively, "AT&T Conduit System"), as described below. Upon completion of construction of the AT&T Conduit System, the City shall: rod all conduits, place mule tape (provided by AT&T), and verify conduit lengths and therefore notify AT&T. AT&T shall within 14 days from date of said notice inspect the AT&T Conduit System and shall notify the City in writing of any observed deficiencies. Upon correction by the City or its contractor(s) of all noticed deficiencies, the City shall notify the AT&T, and the AT&T shall be afforded an opportunity to re-inspect and notify the City of approval or any further observed deficiencies (in which case the above process shall again apply). After approval, the City shall transfer ownership of the AT&T Conduit System free of any liens or encumbrances, and AT&T shall thereafter own and have sole use of the AT&T Conduit System. In the event that any deficiencies are later discovered in the AT&T Conduit System (namely, deficiencies that occurred in connection with the construction and installation), the City shall be the responsible party at the City's cost to correct or arrange for correction by appropriate contractor(s) of the deficiencies during the warranty period promptly following notice from AT&T. Such warranty period will extend for one (1) year

from the date of transfer of ownership of the AT&T Conduit System. Transfer of ownership to AT&T shall be memorialized by the City's delivery to AT&T of a Bill of Sale in the form attached as Attachment B.

B. **Handholes.** AT&T will provide 30x48 handhole Tier 22 (Heavy Duty Up to Class 8 Non Deliberate Vehicular Traffic) for locations in AT&T plans (Attachment A) that require City to place handhole. The City is responsible for acquiring handholes only from AT&T construction yard located at 910 N US Hwy 1, Ormond Beach and installation of these handholes are required to be per specs located in Attachment C and D. The City must give AT&T 2 week notice to designated construction foreman to insure number of handholes are ordered. Pick up of handholes must be within a 2-4 week period of notifying designated construction foreman so AT&T avoids any additional costs.

C. **Permits.** At no cost to AT&T, the City shall grant to AT&T any necessary permits for the installation by AT&T in City right-of-way of the following: any portions of the AT&T Conduit System within such right-of-way as well as AT&T pedestal terminals and cabinets to be installed at necessary locations within such right-of-way as mutually agreed to by the City and AT&T, it being understood that such agreement from the City to such equipment locations is a condition precedent to the Special Construction Work. Any equipment locations on the Conduit Plans are deemed mutually agreed upon by the parties. If the City does not grant separate permits, this Agreement shall constitute City authorization for installation and maintenance of the converted system in the City right-of-way. Receipt of any necessary permits from the City or any other relevant permitting agencies is a condition precedent to the Special Construction Work.

D. **Service Drops.** At no cost to AT&T, the City shall have caused the property owners of each and all properties within the Work Area (each, a "Residence") to do the following (or the City shall do the following): At minimum, install one - 2" conduit from each AT&T network interface device ("NID") on each Residence to the relevant splice box for the relevant Residence. The City shall cause each property owner of a Residence to grant to AT&T the exclusive right to use the above conduit on the Residence property for installation of an AT&T service drop. The City shall notify property owners of this information and the City shall cause the property owners to do so pending receipt and completion of any such re-arrangement orders, AT&T will be unable to complete any portion of the Special Construction Work affected thereby.

D. Further Conduit Specifications. In instances where a joint trench will be dug for the installation of AT&T's facilities and the power company's facilities, the power company's facilities shall be placed at the bottom of the joint trench. Any conduit referenced in A. above placed for AT&T's use (whether in a single or joint trench) shall be at a minimum depth of **36''** below final grade, except with services that can be as shallow as 12". For all conduit referenced in this Exhibit 1 placed for AT&T's use, there shall be at least a 12" vertical separation with well tamped soil backfill between AT&T's facilities and primary or secondary power facilities. All conduits must be equipped with a pull string, and capped at ends.

Attachment: Exhibit A - Fully Executed Agreement - AT&T OH - UG Conversion - June 2018 (3849 : Approval of Additional Expenses for US1

E. Other. Removal of other companies' aerial attachments on jointly used poles is necessary prior to AT&T's removal of its aerial facilities. The City will notify residents of this project (including of the need to place a re-arrangement order with AT&T if and where applicable, as described in C above) and shall notify AT&T and residents of the name and contact information for a representative to receive questions or complaints from City residents about the City's project that is the subject of this Agreement. AT&T may refer such questions or complaints to the City's representative. In the event other conditions arise that are reasonably necessary as conditions to the Special Construction Work, AT&T will inform the City, and the City will address the conditions.

F. Timing, Conditions Precedent. Following 1 year after execution of this Agreement, in the event Conditions Precedent have not been satisfied, AT&T may terminate this Agreement by notice to the City anytime thereafter, until the Conditions Precedent have been satisfied (and Section 5 of the Agreement to which this Exhibit 1 is attached shall apply in the event of such early termination). When the City believes the Conditions Precedent have been satisfied, the City will notify AT&T in writing, and AT&T shall determine thereafter whether the Conditions Precedent have, in fact, been satisfied. If AT&T does not believe that they have been satisfied, AT&T will notify the City.

Attachment: Exhibit A - Fully Executed Agreement - AT&T OH - UG Conversion - June 2018 (3849 : Approval of Additional Expenses for US1

Attachment B
Bill of Sale

FOR GOOD AND VALUABLE CONSIDERATION the City of Holly Hill, Florida does hereby bargain, sell, transfer and convey unto BellSouth Telecommunications, LLC d/b/a AT&T Florida all right, title and interest in and to the AT&T Conduit System, as described in that certain Agreement between said parties dated June 29, 2018.

TO HAVE AND TO HOLD unto the said Grantee forever.

IN WITNESS WHEREOF, the undersigned, has executed this Bill of Sale this 29th day of June, 2018.

CITY OF HOLLY HILL, FLORIDA

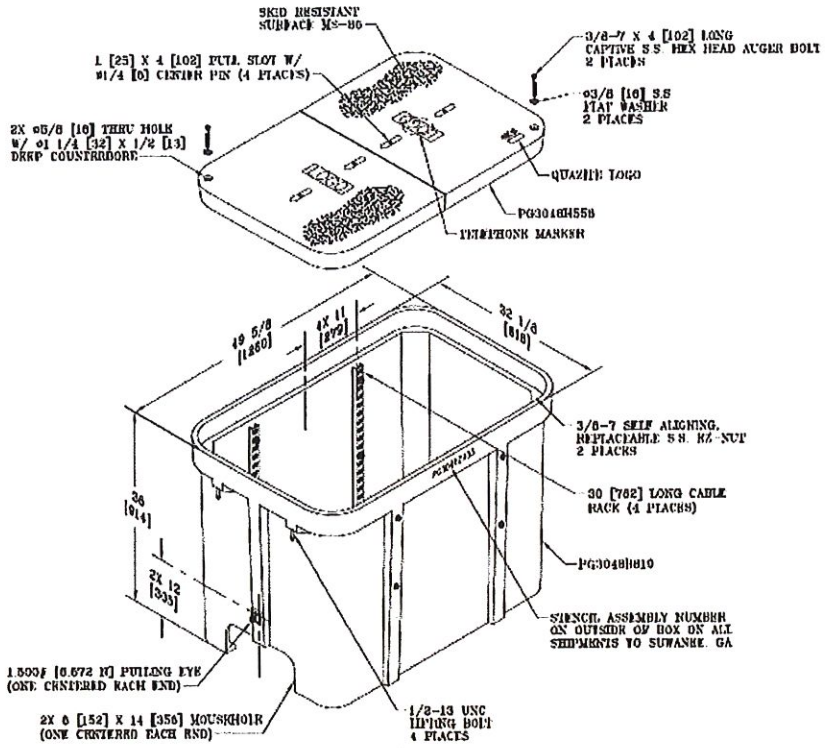
BY: _____

NAME/TITLE: Joseph A. Forte, City Manager

Attachment: Exhibit A - Fully Executed Agreement - AT&T OH - UG Conversion - June 2018 (3849 : Approval of Additional Expenses for US1

Attachment C
Handhole Description and Installation

The following shows the individual components of a 30x48 handhole that is Tier 22 rated with mouseholes which would be placed in a sidewalk application. NOTE: Handhole may be order with mouseholes or terminators.



5. Hand-hole Application

In operations which require the placement of a hand-hole, once the excavation has been completed, tamped and leveled, a bed of approximately **three (3) inches to five (5) inches** of Gravel/Crushed Rock should be placed in the bottom of the excavation (According to Manufacturers Recommendations). This bed of gravel should extend past the walls of the hand-hole so that the entire hand-hole structure is level and supported by the gravel base, preventing any shifting of the hand-hole after it is permanently installed. Once the hand-hole has been placed and secured, an additional 1-3 inches of gravel should be placed inside hand-hole, to provide additional drainage and to help keep splice closures above any water that may collect inside the bottom of the hand-hole structure. The height of the gravel inside the handhole should be sufficient to allow enough room for cable placement and associated splicing. The total height of the gravel inside the hand-hole from the bottom of the excavation should not exceed 6 inches.

NOTE:

IN HAND-HOLE APPLICATIONS, AT&T DOES NOT ALLOW THE USE OF "RIVER ROCK", "ROUND STONE" OR "PEA GRAVEL", DUE TO THE FACT THAT THESE TYPE OF AGGREGATES PREVENT THE DESIRED COMPACTION AND EQUIVALENT RESISTANCE TO ACHIEVE THE SPECIFIC LATERAL LOADING THESE PRODUCTSREQUIRE.

Attachment: Exhibit A - Fully Executed Agreement - AT&T OH - UG Conversion - June 2018 (3849 : Approval of Additional Expenses for US1

Attachment C
Handhole Description and Installation
(continued)

THE USE OF A LARGER SIZE STONE, NUMBER 57 STONE IS RECOMMENDED IN HAND-HOLE APPLICATIONS. 57 STONE IS A COURSER, NATURALLY OCCURRING HARD CRUSHED ROCK AGGREGATE (e.g. GRANITE or LIMESTONE) WHOSE AVERAGE SIZE IS FROM 1/2 INCH TO 1-1/2 INCHES , PER ASTM).

(See Handhole Installation Procedure – Attachment D)

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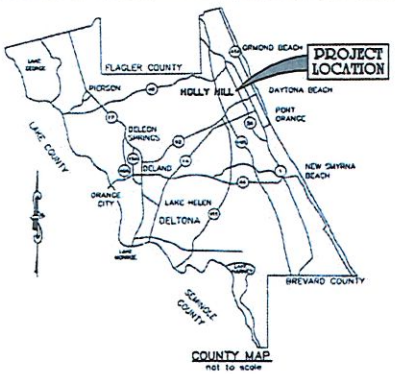
Attachment A
Work Area

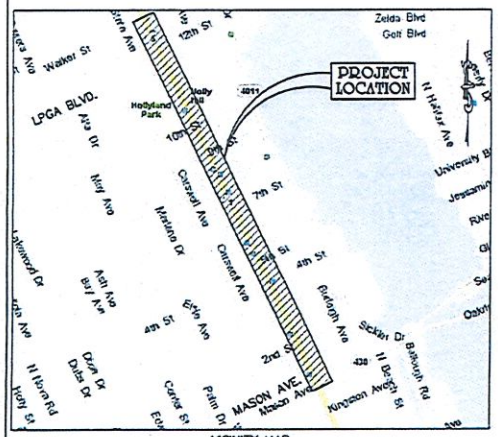
PERMIT DRAWINGS FOR AT&T



CITY of HOLLY HILL, FLORIDA

US1 UTILITY UNDERGROUNDING

(MASON AVE. TO WALKER ST.)



NOTE: VOLUSIA COUNTY TRAFFIC ENGINEERING IS NOT PART OF SUNSHINE ONE CALL. PLEASE CALL (386)295-6017 FOR TRAFFIC SIGNAL LOCATES.

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

ATTSE

PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF FDOT

Ridgewood Ave

Exchange: Ridgewood/Daytona
Designer: Stephenson, Nathan
Phone: 386-281-6962
Authorization: 83E23705B
Dwg. 1 of 29

ATTSE	
PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF FDOT	
Ridgewood Ave	
Exchange:	Ridgewood/Daytona
Designer:	Stephenson, Nathan
Phone:	386-281-6962
Authorization:	83E23705B
Dwg. 2 of 29	

Attachment: Exhibit A - Fully Executed Agreement - AT&T OH - UG Conversion - June 2018 (3849 : Approval of Additional Expenses for US1

DETAILS FOR BORES UNDER HALIFAX CANAL ON DWGS 21 & 22

ATTSE

PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF FDOT

Ridgewood Ave

Exchange: Ridgewood/Daytona

Designer: Stephenson, Nathan

Phone: 386-281-6962

Authorization: 83E237058

Dwg. 3 of 29

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FDOT INDEX 611
NOT TO SCALE

FDOT INDEX 612
NOT TO SCALE

FDOT INDEX 613
NOT TO SCALE

FDOT INDEX 660
NOT TO SCALE

ATTSE

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FDOT

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Designer: Stephenson, Nathan

Phone: 386-281-6962

Authorization: 83E23705B

Dwg. 4 of 29

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ORIGINAL

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Exchange: Ridgewood/Daytona

Designer: Stephenson, Nathan

Phone: 386-281-6962

Authorization: 83E23705B

Dwg. 10 of 29

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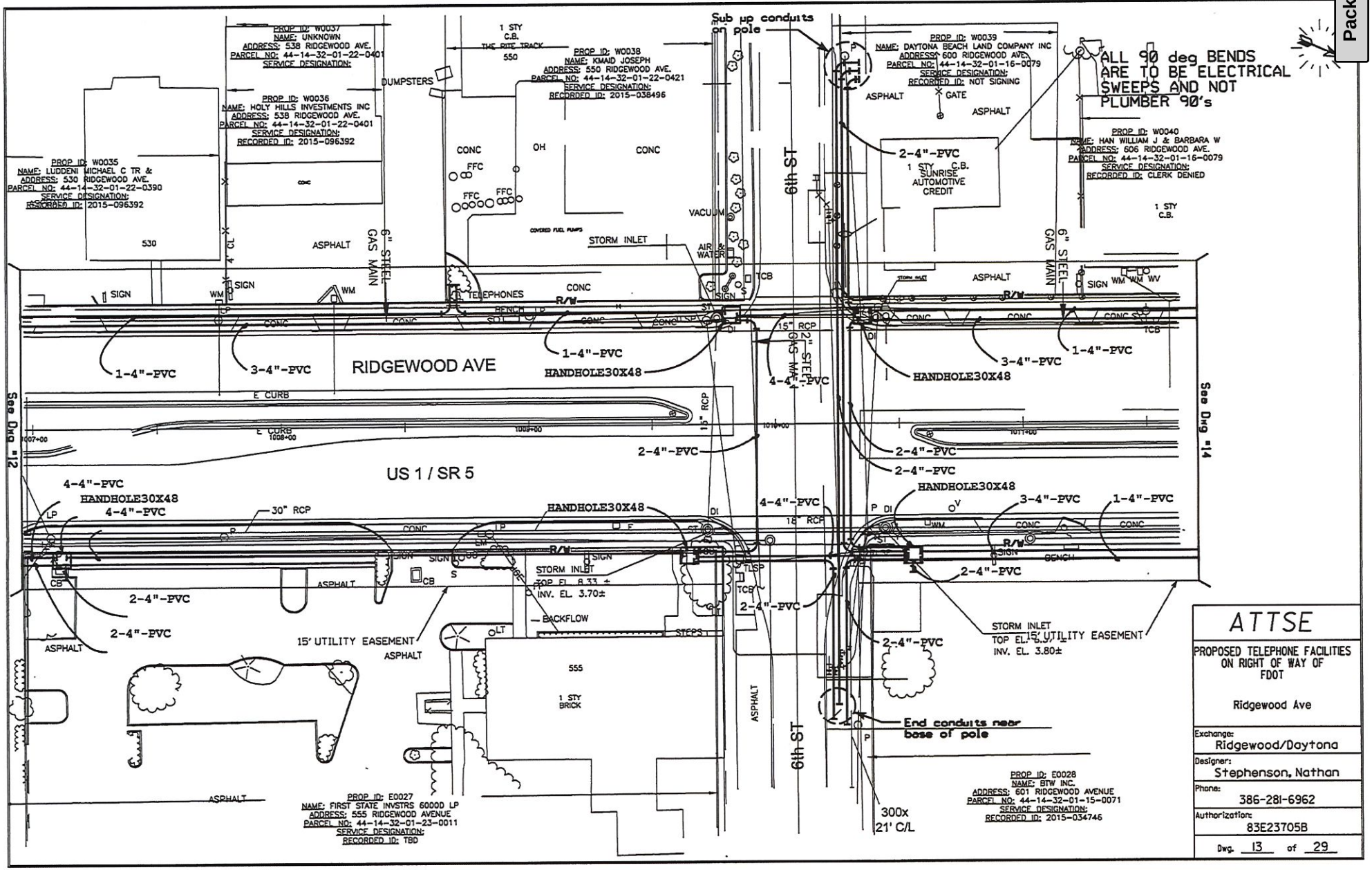
ORIGINAL ORIGINAL


PROP ID: W0037
NAME: UNKNOWN
ADDRESS: 538 RIDGEWOOD AVE.
PARCEL NO: 44-14-32-01-22-0401
SERVICE DESIGNATION:
PROP ID: W0036
NAME: HOLY HILLS INVESTMENTS INC
ADDRESS: 538 RIDGEWOOD AVE.
PARCEL NO: 44-14-32-01-22-0401
SERVICE DESIGNATION:
RECORDED ID: 2015-096392
PROP ID: W0035
NAME: LUDDENI MICHAEL C TR &
ADDRESS: 530 RIDGEWOOD AVE.
PARCEL NO: 44-14-32-01-22-0390
SERVICE DESIGNATION:
RECORDED ID: 2015-096392
1 STY C.B. THE RITE TRACK 550
PROP ID: W0038
NAME: KMAID JOSEPH
ADDRESS: 550 RIDGEWOOD AVE.
PARCEL NO: 44-14-32-01-22-0421
SERVICE DESIGNATION:
RECORDED ID: 2015-038496
DUMPSTERS
Sub up conduits on pole
PROP ID: W0039
NAME: DAYTONA BEACH LAND COMPANY INC
ADDRESS: 600 RIDGEWOOD AVE.
PARCEL NO: 44-14-32-01-16-0079
SERVICE DESIGNATION:
RECORDED ID: NOT SIGNING
ASPHALT
GATE
ALL 90 deg BENDS ARE TO BE ELECTRICAL SWEEPS AND NOT PLUMBER 90's
PROP ID: W0040
NAME: HAN WILLIAM J & BARBARA W
ADDRESS: 606 RIDGEWOOD AVE.
PARCEL NO: 44-14-32-01-16-0079
SERVICE DESIGNATION:
RECORDED ID: CLERK DENIED
1 STY C.B.
2-4"-PVC
1 STY C.B. SUNRISE AUTOMOTIVE CREDIT
6th ST
6" STEEL GAS MAIN
CONC
OH
FFC
VACUUM
STORM INLET
AIR WATER
TELEPHONES
RIDGEWOOD AVE
1-4"-PVC
3-4"-PVC
HANDHOLE30X48
4-4"-PVC
15" RCP
12" STEEL GAS MAIN
E CURB
See Dwg #12
See Dwg #14
US 1 / SR 5
30" RCP
18" RCP
STORM INLET
TOP EL. 8.33 ±
INV. EL. 3.70±
BACKFLOW
15' UTILITY EASEMENT
STORM INLET
TOP EL. 8.37 ±
INV. EL. 3.80±
End conduits near base of pole
300x 21' C/L
555
1 STY BRICK
PROP ID: E0027
NAME: FIRST STATE INVSTRS 6000D LP
ADDRESS: 555 RIDGEWOOD AVENUE
PARCEL NO: 44-14-32-01-23-0011
SERVICE DESIGNATION:
RECORDED ID: TBD
PROP ID: E0028
NAME: BTW INC.
ADDRESS: 601 RIDGEWOOD AVENUE
PARCEL NO: 44-14-32-01-15-0071
SERVICE DESIGNATION:
RECORDED ID: 2015-034746
ATTSE
PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF FDOT
Ridgewood Ave
Exchange: Ridgewood/Daytona
Designer: Stephenson, Nathan
Phone: 386-281-6962
Authorization: 83E23705B
Dwg. 13 of 29

ATTSE

PROPOSED TELEPHONE FACILITIES ON RIGHT OF WAY OF FDOT

Ridgewood Ave

Exchange: Ridgewood/Daytona

Designer: Stephenson, Nathan

Phone: 386-281-6962

Authorization: 83E23705B

Dwg. 14 of 29

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ATTSE	
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Dwg. 21 of 29	

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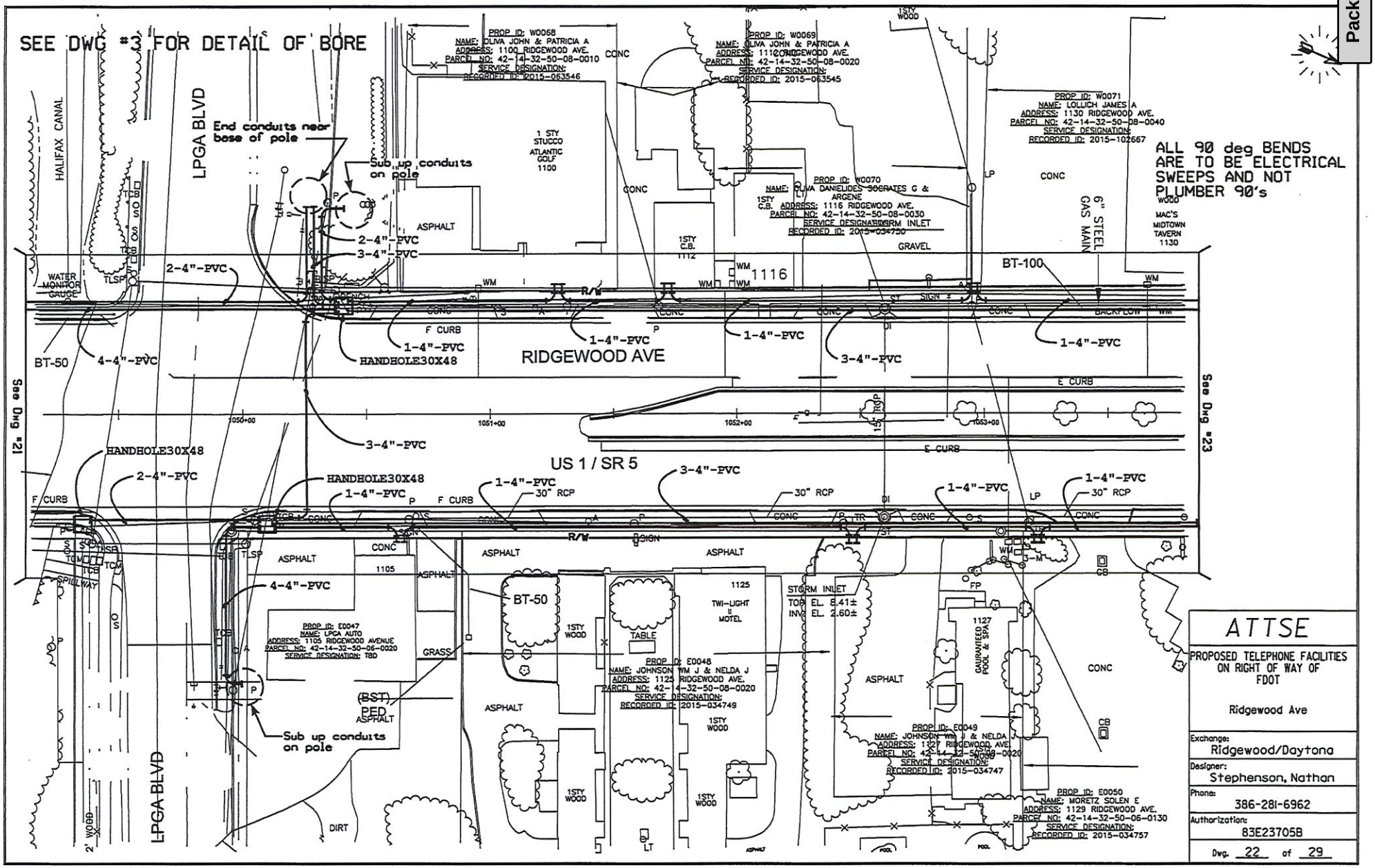

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Dwg. 24 of 29	

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Dwg. 27 of 29

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Dwg. 28 of 29

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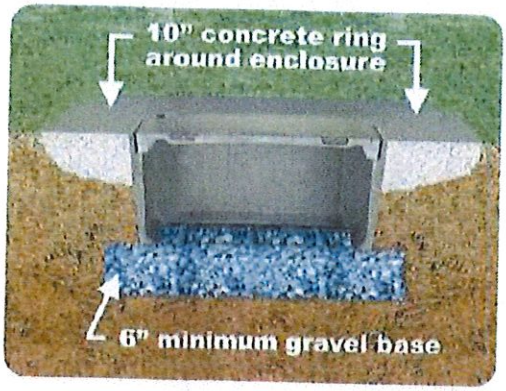
Attachment D

ATT-TELCO-620-000-349 C&E CONSTRUCTION 21 STATE HANDHOLE INSTALLATION; CONCRETE COLLAR APPLICATION

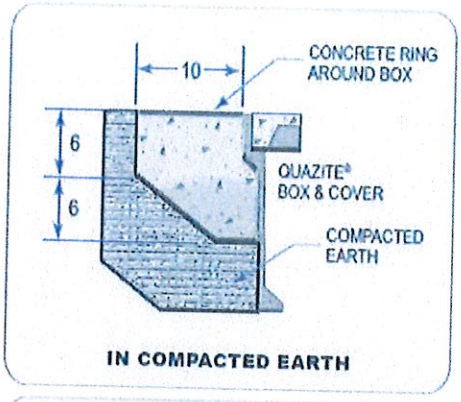
Concrete Collar Application:



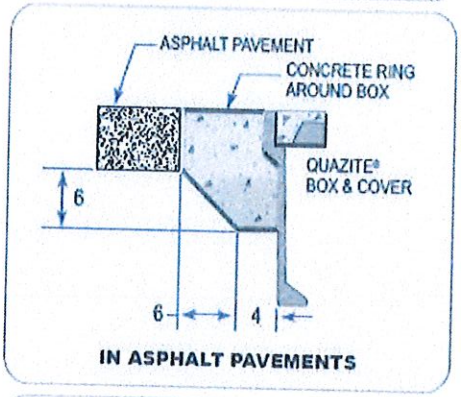
Concrete collars may be desired to give added protection to Quazite® enclosures installed by driveways, parking lots, and off-roadway areas that are subject to occasional non-deliberate traffic. Concrete collars are not necessary in grassy areas or areas subject solely to pedestrian traffic. Concrete collars may be desired on all manufacturers' enclosures to prevent damage.

***Notes:**

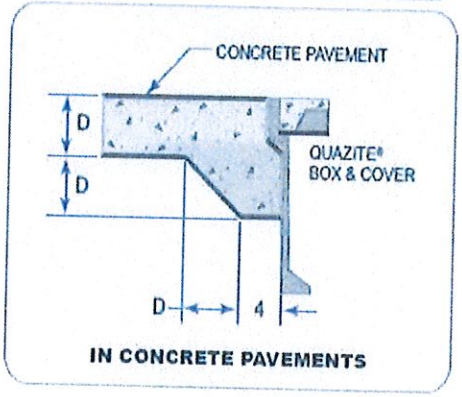
- Concrete encasement to be 3,000 psi minimum
- Concrete encasement collar dimension, D, to be equal to design pavement depth
- Pavement and subgrade to be as shown on the engineering plans



IN COMPACTED EARTH



IN ASPHALT PAVEMENTS



IN CONCRETE PAVEMENTS

Attachment: Exhibit A - Fully Executed Agreement - AT&T OH - UG Conversion - June 2018 (3849 : Approval of Additional Expenses for US1

PUBLIC WORK DIRECTOR
453 LPGA BLVD
HOLLY HILL FL 32117

Page 1 of 1
Account Number 417 22D-6519 115 3
Billing Date Apr 29, 2022

Web Site att.com

AT&T 1900498
Vnd 1139, 2134, 1030, 909

Monthly Statement

PO 220130
PO 220082

EXPLORE ALL THAT AT&T CAN DO FOR YOU
Get Wireless, Internet and other premium services from AT&T. We're eager to help you find the best deals possible. Call 866.252.6149. Business customers: 800.321.2000

Bill-At-A-Glance

Previous Bill	.00
Payment	.00
Adjustments	.00
Balance	.00
Current Charges	107,153.30
Total Amount Due	**$107,153.30**
Amount Due in Full By	May 27, 2022
FINAL BILL	

Billing Summary

Online: att.com/myatt	Page	
Plans and Services	1	107,153.30
Payment Arrangements: 1 888 827-3237		
Total Current Charges		107,153.30

Assigned collector -
Marcos Castro
888-827-3287 x3623442

HOLLY HILL RECEIVED
MAY 05 2022
PUB. WORKS DEPT.

News You Can Use Summary

- COLLECTION POLICY
- STILL GETTING PAPER?

See "News You Can Use" for additional information

Plans and Services

Additions and Changes to Service

This section of your bill reflects charges and credits resulting from account activity.

Item No.	Description	Quantity	Monthly Rate	Amount Billed
Activity on Apr 29, 2022				
1.	CONTACT: WALT SMYSER 386-248-9463 BILLING THROUGH MAR 2022 PROJECT: A0095R7	1		.00
2.	UNDER GROUND PROJECT ON US-1 CITY OF HOLLY HILL	1		550,061.89
3.	LESS BETTERMENT	1		56,500.00CR
4.	PREPAYMENT	1		386,408.59CR
Total Additions and Changes to Service				107,153.30

Government Fees and Taxes

5.	Federal	.00
6.	State and Local	.00
Total Government Fees and Taxes		.00

Total Plans and Services 107,153.30

News You Can Use

COLLECTION POLICY
Effective 9/22/2009, if your final balance remains unpaid after the DUE BY date, it may become necessary to send your account for further collection activity. You may be held responsible for fees associated with the collection efforts, including outside collection agency fees and attorney's fees, as permitted by law. If you have any questions, please contact us at the toll-free number on your bill. AT&T appreciates your business and we look forward to doing business with you in the future.

STILL GETTING PAPER?
Email us at GoPaperless@att.com with the subject line "Save Paper" to sign up for paperless billing today!

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

GO GREEN - Enroll in paperless billing.

Return bottom portion with your check in the enclosed envelope.

Printed on Recyclable Paper

Total Amount DUE BY May 27, 2022 **$107,153.30**

AT&T

Billing Date Apr 29, 2022

Account Number **417 22D-6519 115 3**
Please include your account number on your check

PUBLIC WORK DIRECTOR
453 LPGA BLVD
HOLLY HILL FL 32117

Make check payable to:
AT&T
PO BOX 5001
CAROL STREAM IL 60197-5001

9711 417222651911153 5000000000000 17711000000000000000010715330

Attachment: Exhibit B - AT&T Billing (3849 : Approval of Additional Expenses for US1 Undergrounding Conversion with AT&T)

The City of Holly Hill

Beth Wrenn <bwrenn@hollyhillfl.org>

RE: Account # 417 22D-6519

4 messages

CASTRO JR., MARCOS <mc5781@att.com> Thu, Jul 28, 2022 at 1:50 PM
To: Elizabeth Wrenn <ewrenn@hollyhillfl.org>, "ROBERSON, NATASHA" <nr321r@att.com>, "DAVIS, TIMOTHY R" <td3242@att.com>
Cc: "SANTIAGO, EVELYN A" <es1079@att.com>, "REYNOLDS, DUANE" <dr5686@att.com>, Antoine Khoury <akhoury@hollyhillfl.org>, "Peoria-QA@cctools.att-mail.com" <Peoria-QA@cctools.att-mail.com>

***** PROJECT:A0095R7 *****

Good afternoon AT&T Team,

(customer on the email)

Timothy or to whom can help I believe the customer is requesting a breakdown on the total bill or why the $107153.30 so they can submit the payment, can some one assist?

Thank you,

Marcos Castro

Customer Account Specialist -

Global Business Receivables Management

Customer Advocacy & Service Experience

AT&T Services, Inc.

320 Fulton Peoria, IL 61602
Tel: 888.827.3237 ext. 3604601 | mc5781@att.com

This e-mail has been copied to Peoria-QA@cctools.att-mail.com for quality control purposes.

AT&T Proprietary

The information contained herein is for use by authorized persons only in accordance with the applicable AT&T Agreements and is not for general distribution.

Attachment: Exhibit C - Email Thread with AT&T (3849 : Approval of Additional Expenses for US1 Undergrounding Conversion with AT&T)

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From: Elizabeth Wrenn <ewrenn@hollyhillfl.org>
Sent: Wednesday, May 11, 2022 2:48 PM
To: ROBERSON, NATASHA <nr321r@att.com>
Cc: SANTIAGO, EVELYN A <es1079@att.com>; REYNOLDS, DUANE <dr5686@att.com>; CASTRO JR., MARCOS <mc5781@att.com>; Antoine Khoury <akhoury@hollyhillfl.org>
Subject: Re: Account # 417 22D-6519 115 3

Hi Natasha,

I received a copy of the fully executed agreement with AT&T for the undergrounding project along US1. The amount approved by our City Commission is the amount that shows paid on the attachment to my original email ($386,408.59). This agreement is attached to this email.

I do not have anything backing up an amount of $550,061.89. If you have something to document this could you please send it to me?

I appreciate your help with this matter.

Regards,

Beth Wrenn, Administrative Assistant

Department of Public Works
453 LPGA Blvd.

Holly Hill, FL 32117

T-386-248-9463
F-386-248-9499
bwrenn@hollyhillfl.org

www.hollyhillfl.org

HOLLY HILL
FLORIDA

On Tue, May 10, 2022 at 3:54 PM ROBERSON, NATASHA <nr321r@att.com> wrote:

Attachment: Exhibit C - Email Thread with AT&T (3849 : Approval of Additional Expenses for US1 Undergrounding Conversion with AT&T)

Beth,

I haven't worked with this project for probably more than 5 years. I have copied Duane Reynolds to this email who can either help you or point you to the person who can help you with this.

Thank you,

Natasha Roberson

MGR OSP PLNG & ENGRG DESIGN, Wireline Access – Southeast, Florida Engineering

AT&T

450 N. Goldenrod Road, Orlando, FL 32807
M: 407-761-6792| nr321r@att.com

- ***All correspondence and coordination herein is with regards to BellSouth Telecommunications, LLC d/b/a AT&T Florida (ATT-D) which is not responsible for facilities owned and managed by AT&T Corp (ATT-T). Any questions with regards to ATT-T facilities should be addressed to Inquiries@pea-inc.net***

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From: Elizabeth Wrenn <ewrenn@hollyhillfl.org>
Sent: Tuesday, May 10, 2022 3:22 PM
To: ROBERSON, NATASHA <nr321r@att.com>; SANTIAGO, EVELYN A <es1079@att.com>
Cc: CASTRO JR., MARCOS <mc5781@att.com>; Antoine Khoury <akhoury@hollyhillfl.org>
Subject: Re: Account # 417 22D-6519 115 3

Hi Natasha and Evelyn,

I believe Nathan is no long with your company and have been instructed to direct this email to you in hopes that you can assist me.

My name is Beth and I work for the City of Holly Hill Public Works Dept.

The City has an ongoing project for the undergrounding of utilities along US1 in Holly Hill, FL. I received the attached invoice and am looking to find out what exactly this is for and also to see if it may have already been paid?

If you could help me I would appreciate it.

Thank you very much,

Beth Wrenn, Administrative Assistant

Department of Public Works
453 LPGA Blvd.

Holly Hill, FL 32117

T-386-248-9463
F-386-248-9499
bwrenn@hollyhillfl.org

www.hollyhillfl.org

HOLLY HILL
FLORIDA

On Tue, May 10, 2022 at 3:14 PM Elizabeth Wrenn <ewrenn@hollyhillfl.org> wrote:

Attachment: Exhibit C - Email Thread with AT&T (3849 : Approval of Additional Expenses for US1 Undergrounding Conversion with AT&T)

Beth Wrenn, Administrative Assistant

Department of Public Works
453 LPGA Blvd.

Holly Hill, FL 32117

T-386-248-9463
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HOLLY HILL
FLORIDA

Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. The City of Holly Hill's policy does not differentiate between personal and business emails. This means email messages, including your e-mail address and any attachments and information we receive online might be disclosed to any person or media making a public records request. E-mail sent on the City system will be considered public and will only be withheld from disclosure if deemed confidential or exempt pursuant to State Law. If you are an individual whose identifying information is exempt under 119.071, Florida Statutes, please so indicate in your email or other communication. If you have any questions about the Florida public records law refer to Chapter 119 Florida Statutes.

Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. The City of Holly Hill's policy does not differentiate between personal and business emails. This means email messages, including your e-mail address and any attachments and information we receive online might be disclosed to any person or media making a public records request. E-mail sent on the City system will be considered public and will only be withheld from disclosure if deemed confidential or exempt pursuant to State Law. If you are an individual whose identifying information is exempt under 119.071, Florida Statutes, please so indicate in your email or other communication. If you have any questions about the Florida public records law refer to Chapter 119 Florida Statutes.

DAVIS, TIMOTHY R <td3242@att.com> Thu, Jul 28, 2022 at 2:40 PM
To: "CASTRO JR., MARCOS" <mc5781@att.com>, Elizabeth Wrenn <ewrenn@hollyhillfl.org>, "ROBERSON, NATASHA" <nr321r@att.com>
Cc: "SANTIAGO, EVELYN A" <es1079@att.com>, "REYNOLDS, DUANE" <dr5686@att.com>, Antoine Khoury <akhoury@hollyhillfl.org>, "Peoria-QA@cctools.att-mail.com" <Peoria-QA@cctools.att-mail.com>

I sent a request to our finance team and they sent me what is attached to provide to the city.

Tim

[Quoted text hidden]

Attachment: Exhibit C - Email Thread with AT&T (3849 : Approval of Additional Expenses for US1 Undergrounding Conversion with AT&T)

6010 for A0095R7.txt
3K

Elizabeth Wrenn <ewrenn@hollyhillfl.org> Wed, Aug 3, 2022 at 9:51 AM
To: "DAVIS, TIMOTHY R" <td3242@att.com>
Cc: "CASTRO JR., MARCOS" <mc5781@att.com>, "ROBERSON, NATASHA" <nr321r@att.com>, "SANTIAGO, EVELYN A" <es1079@att.com>, "REYNOLDS, DUANE" <dr5686@att.com>, Antoine Khoury <akhoury@hollyhillfl.org>, "Peoria-QA@cctools.att-mail.com" <Peoria-QA@cctools.att-mail.com>

Good morning,

Thank you for the breakdown.

I would like to ask if you can provide clarification on the miscellaneous expense of $99,283.70 and corporate overhead loadings of $86,148.68.

Thank you,

Beth Wrenn, Administrative Assistant
Department of Public Works
453 LPGA Blvd.
Holly Hill, FL 32117
T-386-248-9463
F-386-248-9499
bwrenn@hollyhillfl.org
www.hollyhillfl.org

HOLLY HILL
FLORIDA

[Quoted text hidden]

DAVIS, TIMOTHY R <td3242@att.com> Wed, Aug 3, 2022 at 1:38 PM
To: Elizabeth Wrenn <ewrenn@hollyhillfl.org>
Cc: "CASTRO JR., MARCOS" <mc5781@att.com>, "ROBERSON, NATASHA" <nr321r@att.com>, "SANTIAGO, EVELYN A" <es1079@att.com>, "REYNOLDS, DUANE" <dr5686@att.com>, Antoine Khoury <akhoury@hollyhillfl.org>, "Peoria-QA@cctools.att-mail.com" <Peoria-QA@cctools.att-mail.com>

Good afternoon Elizabeth. Below is what I was provided by finance. I'm not sure what else I'll be able to provide. Thank you.

Miscellaneous Expense is for charges related Motor Vehicle, Provisioning, exempt material and other expenses related to the project.

Here's the breakdown from the report:

Minor and Miscellaneous Expense:	
Motor Vehicle	22,311.34
Other Expense	12,133.19
Provisioning Expense	12,245.53

Attachment: Exhibit C - Email Thread with AT&T (3849 : Approval of Additional Expenses for US1 Undergrounding Conversion with AT&T)

Exempt Material	52,593.64
Vendor Other	0.00
	$99,283.70

Corporate Overhead Loadings are the indirect labor cost on billing projects. This does not book directly to the project, and instead is calculated as a percentage of the overall cost of the project.

Timothy R. Davis

Area Mgr Osp Plng & Eng Design

Network Engineering & Operations

AT&T [DBA BellSouth Telecommunications, LLC]

712 Florida Ave, Cocoa, FL 32922

m 321-514-3678 | o 321-690-2097 | tim.r.davis@att.com

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[Quoted text hidden]

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HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **August 23, 2022**
FROM: **Joseph Forte**
SUBJECT: **Save the Arts Movement - Murals**
NUMBER: **(ID # 3868)**
APPLICANT:
PLANNER:

DISCUSSION:

In April 2021, the city commission authorized the city manager to enter into an agreement with Natasha Azari and the Save the Arts Movement to paint a mural on the bridge over the LPGA canal on Daytona Avenue. The current year's budget has $150,000.00 allocated for property improvements such as painting of murals by providing a matching grant through the CRA as well as on public property. After looking at opportunities throughout the city, the bridge that crosses the LPGA canal at Ridgewood Avenue looks like it would be a wonderful location for the next set of public murals. The City Manager entered into negotiations with Natasha Azari, with the Save the Arts Movement, to paint two murals on these bridge walls. At the August 9, 2022 City Commission meeting, the City Commission selected two murals from a list of 6 that were provided. One mural the City Commission recommended changes, which had been incorporated into the attached draft, as well as, the second mural that the City Commission recommended.

The City Manager is requesting the City Commission waive the procurement process and authorized the City Manager to enter into an agreement with Natasha Azari and the Save the Arts Movement to paint the attached two murals on the bridges over the LPGA canal on Ridgewood Avenue.

The cost to paint the mural on the Daytona Avenue bridge was $4,000.00, which was significantly less than the other two quotes received at that time. The Save the Arts Movement remain consistent in offering to paint these murals at a significantly discounted rate compared to previous received bids for the Daytona Avenue project.

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

FISCAL ANALYSIS:

The cost to paint the two murals requested by this agenda item is $8,075.00. The account that these funds will come from will be 130-5510-552-8201.

STAFF RECOMMENDATION:

That the City Commission waive the procurement process, approve the agreement and authorize the City Manager to enter into an agreement with Natasha Azari and the Save the Arts Movement to paint the two murals attached to this agenda item on the bridge walls over the LPGA canal at Ridgewood Avenue at a cost of $8,075.00, which is less than $5,000.00 per wall.

COMMISSION GOAL:

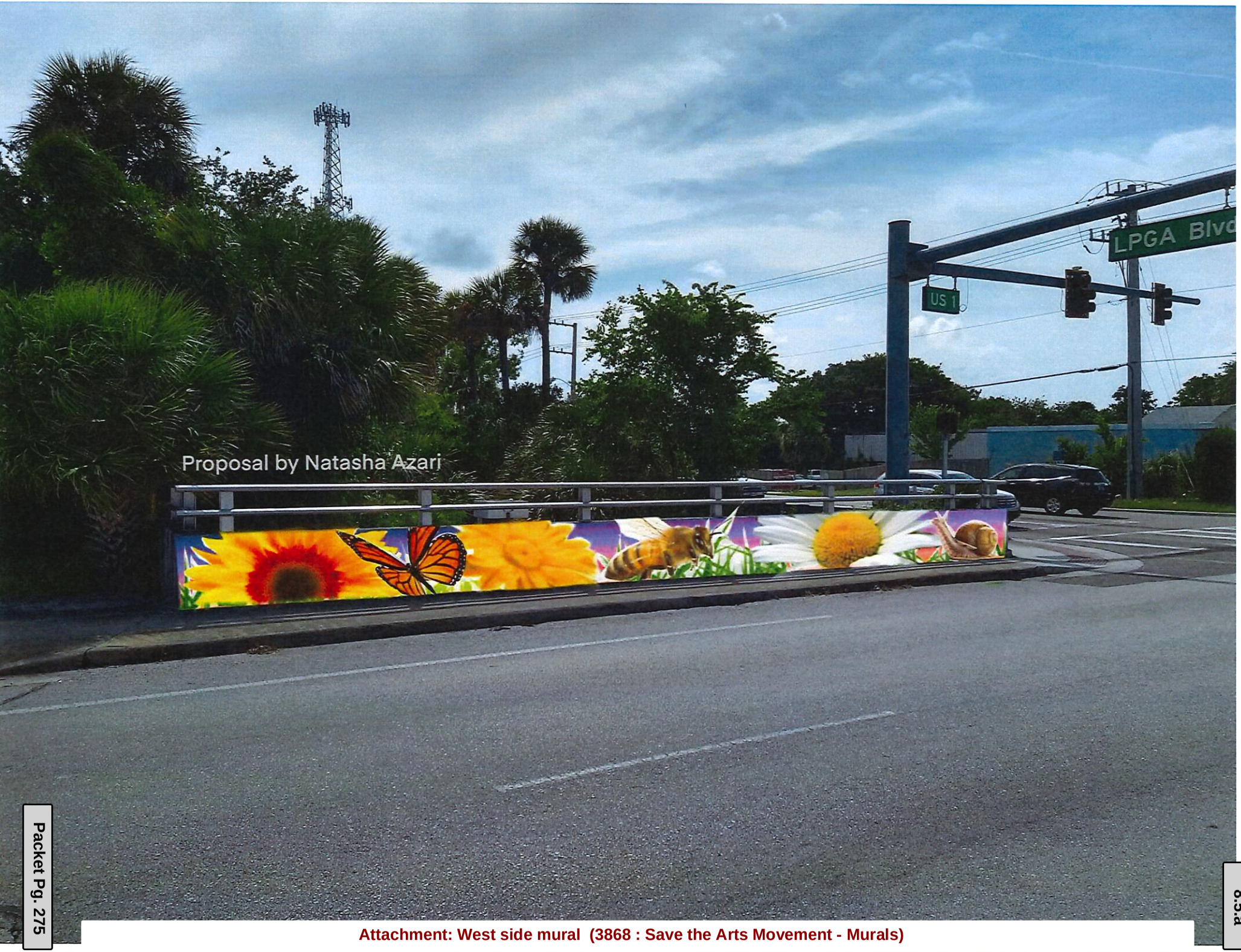
Goal #2: Enhance City aesthetics through beautification and maintenance of city property and public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and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

Goal #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:

TO WAIVE THE PROCUREMENT PROCESS, APPROVE THE AGREEMENT AND AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH NATASHA AZARI AND THE SAVE THE ARTS MOVEMENT TO PAINT THE TWO MURALS ATTACHED TO THIS AGENDA ITEM ON THE BRIDGE WALLS OVER THE LPGA CANAL AT RIDGEWOOD AVENUE AT A COST OF $8,075.00.

- West side mural (PDF)
- East side mural (PDF)
- Invoice Save the Arts (PDF)
- Save the Arts Agreement (PDF)


Proposal by Natasha Azari
LPGA Blvd
US 1

Attachment: East side mural (3868 : Save the Arts Movement - Murals)

INVOICE

Save The Arts Movement

BILL TO

City of Holly Hill
Joe Forte
1065 Ridgewood ave
Holly Hill, FL 32127

INVOICE # 317
INVOICE DATE 08/11/2022

DESCRIPTION	AMOUNT
Mural Installation on Side walls off Ridgewood Ave 2'10" x 75' and 2' 10" x 65' - Total Square Feet approx 425	$8,075.00

TOTAL **$8,075.00**

Thank you

TERMS & CONDITIONS

Half due before we begin and half due after completion

Attachment: Invoice Save the Arts (3868 : Save the Arts Movement - Murals)

Services and Artwork Agreement - Save The Arts Movement

This is a contract that documents our agreement, as follows:

1. Who: The City of Holly Hill (client) agrees to hire Save The Arts Movement (artists) to paint a Mural.

2. What: The size of the Mural will be: 425 square feet. The subject and details of the mural include: Hummingbird, Hibiscus flower, Redfish, Turtle, Holly Hill words with nature fonts, colorful abstract shapes.

3. When: The work will begin approx August 18, 2022, or on the next mutually agreeable date. I estimate the painting will take between 2 - 3 weeks to complete. We can give you a better idea of timing once we begin the project.

4. Where: The Mural will be painted at the West and East side of both bridges on Ridgewood Avenue US1 and LPGA. You represent that you have the authority to retain us for this purpose.

5. How Much: You agree to pay us a Fee of $8,075 for the Mural. This includes all of our travel, time and materials.

a. Deposit and Final Payment: A deposit of $4,037 is due with this signed agreement. This amount is applied as a credit towards the total cost of the mural. Your deposit is due before work begins. The outstanding balance is due in full within 10 days (NET10) of the completion date of the mural.

b. Change Orders: If you would like to change the scope of the Mural after we sign this agreement, the cost of the mural will also be revised. We can agree to the new price by sending a confirmation email, or we can amend the agreement and sign again.

c. Cancellation: Because we may have turned down other work in order to keep our commitment to you, the following cancellation terms apply:

i. If you cancel this agreement more than 3 (three) days before we are scheduled to start work, We will refund your deposit minus $500.

ii. If you cancel this agreement within 3 (three) days from when we are scheduled to start work, we will retain your full deposit.

Attachment: Save the Arts Agreement (3868 : Save the Arts Movement - Murals)

6. Other Important Stuff:

a. Copyright and License to Enjoy: We are painting a Mural for you on your property, but we retain all copyrights to the Mural and the images of the piece. Under this Agreement, you are granted an unlimited license to use and enjoy the Mural for personal and public purposes, but not for reproduction, resale or other purposes. We will be taking pictures of the finished Mural for our records and portfolio.

b. Some things that we Guarantee, Some Things that we Don't: You are hiring us because you have seen some of our other work, either in person or on our website, While we are working on your Mural, we guarantee you that we will give it our full artistic effort. However, as much as we want you to be happy with the Mural that we paint for you, we cannot and do not guarantee that this will be the case. Once we are finished with the Mural, as described above, you will owe us the balance due, without reduction or contingencies in case it does not turn out exactly as you anticipated.

By signing below, you represent that you have read this agreement and agree to all of the terms.

_____ _____

Client Signature Date

_____ _____

Natasha Azari, owner of Save The Arts Movement Date

386-301-7499 3421 Country Manor Dr. South Daytona, FL, 32119
https://www.facebook.com/AzariArt/ www.SaveTheArtsMovement.org

Attachment: Save the Arts Agreement (3868 : Save the Arts Movement - Murals)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE: **August 23, 2022**
FROM: **Brian Walker**
SUBJECT: **FIRST READING - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Rezoning the Parcels Described in Exhibit "A" from CC-1 (Commercial Corridor District) and B-5 (General Commercial District) and R-2 (Low-Medium Density Single-Family Residential District) and I-2 (Heavy Industrial District) to BPUD (Business Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.**
NUMBER: **2022-O-3053**
APPLICANT: **Brian Walker**
PLANNER:

INTRODUCTION:

Holly Hill RV Park - Consider a Rezone from CC-1 (Commercial Corridor) and B-5 (General Commercial District) and R-2 (Low-Medium Density Single-Family Residential District) and I-2 (Heavy Industrial District), to BPUD (Business Planned Unit Development) with the associated written Development Agreement and Preliminary Plan, for approximately 24 acres, on the north side of Flomich Street, immediately west of the FEC Railroad and east of Tuscaloosa Avenue, and specifically identified by the Property Appraiser's Office as parcels 4242-04-28-0171 aka 490 Flomich Street, 4242-38-02-0080, 4242-38-02-0010 and 4242-38-01-0010 aka 504 Flomich. (Mark Karet of Zev Cohen & Associates, Inc. - Applicant).

BACKGROUND:

The parcels identified in the introduction are assigned the FLU and zonings shown in Exhibits E and F. The applicant is requesting a rezone to BPUD (Business Planned Unit Development) in order to develop a 90-unit recreational vehicle park with 10 tent spaces. Additional amenities are as shown on the attached Preliminary Development Plan. Currently, most of the property is vacant except for a 1280 square foot structure on the east side of the property.

BPUD zoning is being requested because there are no straight zoning districts that permit a recreational vehicle park.

COMPREHENSIVE PLAN (FLU) AND ZONING ANALYSIS:

Adjacent land uses and zoning are as follows:

North: FLU is Low Density Residential and Zoning is R-2 (Low-Medium Density Residential)
South: FLU is Low Density Residential and Wholesale Commercial and Industrial and Zoning is CC-1(Commercial Corridor) and R-3 (Medium Density Residential)
East: FLU is Wholesale Commercial and Industrial and Zoning is CC-1 (Commercial Corridor)
West: FLU is Low Density Residential and Zoning is R-2 (Low-Medium Density Residential)

Site Analysis

Size of Property: The property is made up of 4 parcels with a total area of about 24 acres.

General Location: The parcels are generally located on the north side of Flomich Street, immediately west of the FEC Railroad and east of Tuscaloosa Avenue (Exhibit A)

Boundary Survey and Legal Description: (Exhibit B)

Parcel Identification Numbers: 4242-04-28-0171 aka 490 Flomich Street, 4242-38-02-0080, 4242-38-02-0010 & 4242-38-01-0010 aka 504 Flomich. (Exhibit C)

Frontage: The property has approximately 1170 feet of frontage along Flomich Street.

Access: Vehicular access will be provided via Flomich Street.

Aerial Photography: (Exhibit D)

Existing Development: The property known as 4242-04-28-0171 (490 Flomich Street) currently contains a warehouse type structure that is approximately 1280 square feet in size. All other parcels are vacant.

Future Land Use Designation: The current FLU designation of the property known as 4242-04-28-0171 (490 Flomich Street) is Wholesale Commercial and Industrial. The FLU designation of 4242-38-02-0080, 4242-38-02-0010 & 4242-38-01-0010 aka 504 Flomich is Low Density Residential. (Exhibit E)

Zoning: The current zonings on the property known as 4242-04-28-0171 (490 Flomich Street) are B-5, R-2, I-2 and CC-1. The zoning on parcels 4242-38-02-0080, 4242-38-02-0010 & 4242-38-01-0010 aka 504 Flomich, is R-2. (Exhibit F)

Floodplain Impacts: Based on the 2017 FIRM Panel 12127C0218K with an effective date of 9/29/2017, there are floodplains on the subject property. (Exhibit G)

Wetland Impacts: Based on wetland map analysis provided by the applicant, there are wetlands on the subject property as well as a canal. (Exhibit H)

Buffers: 25-foot landscaped buffers along property lines will be required as shown on the Preliminary Development Plan.

Environmental: Prior to development the applicant will be required identify known plants and animals which inhabit the site that are listed as federal and state endangered species, threatened species, or species of special concern such as Gopher Tortoise.

Consistency with the Land Development Code and Appropriateness of the Requested

Zoning

The proposed Business Planned Unit Development (BPUD) zoning designation and the associated Preliminary Development Plan and Development Agreement, have been evaluated for compatibility with the Land Development Regulations of Holly Hill in accordance with all applicable portions of Chapter 114, Division 13 and Section 114-771.

The appropriateness of the requested uses within the BPUD have also been evaluated and compared to the existing uses in the immediate area. The uses in the surrounding area under consideration for the rezone, are varied. To the east is a railroad and across the street to the south are commercial uses. To the west are residential homes, and to the north is a golf course. Currently, the properties that are the subject of the rezone request, also allow a variety of uses. Such uses range from residential on the west, to various types of commercial on the east and heavy industrial on the north. Therefore, eliminating the residential, commercial and heavy industrial uses of the 24 acres under consideration, and replacing them with an upscale RV Park that is less intense than the commercial uses in the area, and that does not exceed the permitted number of dwelling units per acre permitted on the residential parcels, is appropriate for the area.

Additionally, the rezone request and development as shown on the Preliminary Plan, is consistent with the Land Development Regulations of Holly Hill.

Consistency with the Comprehensive Plan

The rezone request has been evaluated for consistency with all applicable policies of the City's Comprehensive Plan. The request is consistent with the City's Comprehensive Plan and specifically with Policy 1.1.2 which states with regard to the specific parcels that are the subject of the rezone request:

Recreational vehicle parks shall be permitted only on the following parcels having the low density residential future land use: 4242-38-02-0080 and 4242-38-02-0010 and 4242-38-01-0010, except that the development must also incorporate in its entirety, parcel number 4242-04-28-0171 having the Industrial future land use. The development of a recreational vehicle park shall be reviewed and approved only though the Planned Development rezone process.

Recreational vehicle parks shall be permitted only on the following parcel having the Industrial future land use: 4242-04-28-0171. The development of a recreational vehicle park shall be reviewed and approved only though the Planned Development rezone process.

Board of Planning and Appeals Recommendation

At its meeting on Monday August 1, 2022, the Board of Planning and Appeals voted unanimously to recommend approval of the requested rezone.

STAFF RECOMMENDATION:

Recommend the City Commission adopt the Ordinance enacting a Rezone from CC-1

(Commercial Corridor) and B-5 (General Commercial District) and R-2 (Low-Medium Density Single-Family Residential District) and I-2 (Heavy Industrial District), to BPUD (Business Planned Unit Development) with the associated written Development Agreement and Preliminary Plan, for approximately 24 acres, on the north side of Flomich Street, immediately west of the FEC Railroad and east of Tuscaloosa Avenue, and specifically currently identified by the Property Appraiser's Office as parcels 4242-04-28-0171 aka 490 Flomich Street, 4242-38-02-0080, 4242-38-02-0010 and 4242-38-01-0010 aka 504 Flomich.

ATTACHMENTS:

- Written Dev Agreement (PDF)
- Preliminary Development Plan (PDF)
- Chapter 114 - Division 13 (PDF)
- Chapter 114-771 - PD Regulations (PDF)
- Exhibit A - Location Map (PDF)
- Exhibit B - Boundary & Legal Description (PDF)
- Exhibit C - Property Appraiser's Info Sheets (PDF)
- Exhibit D - Aerial Map (PDF)
- Exhibit E - Future Land Use Map (PDF)
- Exhibit F - Current Zoning Map (PDF)
- Exhibit G - Flood Map (PDF)
- Exhibit H - Wetlands and Surface Waters Map (PDF)
- Proposed Zoning Map - BPUD (PDF)

Ordinance No. 2022-3053

FIRST READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY REZONING THE PARCELS DESCRIBED IN EXHIBIT "A" FROM CC-1 (COMMERCIAL CORRIDOR DISTRICT) AND B-5 (GENERAL COMMERCIAL DISTRICT) AND R-2 (LOW-MEDIUM DENSITY SINGLE-FAMILY RESIDENTIAL DISTRICT) AND I-2 (HEAVY INDUSTRIAL DISTRICT) TO BPUD (BUSINESS PLANNED UNIT DEVELOPMENT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY REZONING THE PARCELS DESCRIBED IN EXHIBIT A FROM CC-1 (COMMERCIAL CORRIDOR DISTRICT) AND B-5 (GENERAL COMMERCIAL DISTRICT) AND R-2 (LOW-MEDIUM DENSITY SINGLE-FAMILY RESIDENTIAL DISTRICT) AND I-2 (HEAVY INDUSTRIAL DISTRICT) TO BPUD (BUSINESS PLANNED UNIT DEVELOPMENT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill, Volusia County, Florida, has adopted a comprehensive plan pursuant to, and in compliance with 163.3161 et. Seq., Florida Statutes; and

WHEREAS, the City Commission, as authorized by 163.3202, Florida Statutes, has enacted and does enforce the Land Development Regulations, based on, related to, and as a means to implement its adopted comprehensive plan; and

WHEREAS, the Holly Hill Board of Planning and Appeals has recommended that the requested rezoning be granted; and

WHEREAS, the City Commission has determined that it is necessary to amend

its Land Development Regulations as herein provided in order to more effectively implement its adopted comprehensive plan.

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

SECTION 1. The Official Zoning Map of the City of Holly Hill is hereby amended to designate the property described in Exhibit A as BPUD (Business Planned Unit Development)

pursuant to the provisions contained in the attached Development Agreement, attached to this Ordinance as Exhibit B and incorporated in this Ordinance by reference.

SECTION 2. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 3. That all ordinances made in conflict with this Ordinance are hereby repealed.

SECTION 4. That this Ordinance shall be posted at City Hall as required by law.

SECTION 5. That this Ordinance shall become effective following approval of the Comprehensive Plan text amendment designated as 22-01ESR, by the Florida Department of Economic Opportunity and certification of the same amendment by the Volusia Growth Management Commission.

APPROVED AND AUTHENTICAED on this 23rd day of AUGUST, 2022 for first reading.

EXHIBIT A

LEGAL DESCRIPTION

LEGAL DESCRIPTION:

(PER OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. 1049061, DATED MARCH 29,2021)

PARCEL 1:

LOTS 1 THROUGH 7, BLOCK B, BUSINESS SECTION HOLLY HILL HEIGHTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 10, PAGE 180, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. TOGETHER WITH THE 20 FOOT ALLEY ADJOINING LOTS 1 TO 6, BLOCK AND TOGETHER WITH THE EASTERLY 1/2 OF VACATED MOBILE STREET, SAID EASTERLY 1/2 OF MOBILE STREET CONTAINED WITHIN THE WESTERLY EXTENSION OF THE NORTHERLY AND SOUTHERLY LINE OF AFORESAID PARCEL.

PARCEL 2:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 5, BLOCK A, BUSINESS SECTION, HOLLY HILL HEIGHTS, ACCORDING TO MAP THEREOF ON RECORD IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN PLAT BOOK 10, PAGE 180; THENCE EASTERLY ALONG THE NORTHERLY SIDE OF FLOMICH AVENUE (A 60 FOOT STREET), 150 FEET, SAME BEING THE CENTER OF FORMER MOBILE STREET HERETOFORE VACATED; THENCE NORTHERLY ALONG THE CENTER OF SAID MOBILE STREET A DISTANCE OF 600 FEET TO A POINT, WHICH POINT IS 150 FEET EASTERLY FROM THE NORTHWEST CORNER OF LOT 21, BLOCK A, AFORESAID; THENCE WESTERLY ALONG THE NORTHERLY LINE OF LOT 21, BLOCK A, AS EXTENDED AFORESAID, 150 FEET TO SAID NORTHWEST CORNER OF SAID LOT 21, BLOCK A, AFORESAID; THENCE SOUTHERLY A DISTANCE OF 600 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

LOTS 8 THROUGH 15, INCLUSIVE, BLOCK B, HOLLY HILL HEIGHTS, BUSINESS SECTION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 180, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND THE EAST 1/2 OF VACATED MOBILE STREET APPURTENANT THERETO.

PARCEL 4:

A PORTION OF LOTS 16, 17, 18, 26, 27, 28 & 29 LYING WESTERLY OF THE CENTERLINE OF A DRAINAGE CANAL, ALL BEING IN BLOCK 28, MARY C. FLEMMING SUBDIVISION, OF THE THOMAS FITCH GRANT AS PER MAP RECORDED IN PLAT BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF FLOMICH AVENUE, A 50 FOOT RIGHT-OF-WAY AS SHOWN ON PLAT BOOK 1, PAGE 1 OF THE MARY C. FLEMMING SUBDIVISION, OF THE THOMAS FITCH GRANT AND THE WESTERLY RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILROAD, A 100 FOOT RIGHT-OF-WAY AS LAID OUT AND USED; THENCE SOUTH 65 DEGREES 00 MINUTES 26 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY OF FLOMICH AVENUE, A DISTANCE OF 928.63 FEET TO AN INTERSECTION OF SAID NORTHERLY RIGHT-OF-WAY AND EASTERLY EXTENSION OF THE EASTERLY LINE OF BLOCK B, BUSINESS SECTION HOLLY HILL HEIGHTS, AS SHOWN IN PLAT BOOK 10, PAGE 180 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY LINE OF BLOCK B NORTH 25 DEGREES 04 MINUTES 04 SECONDS WEST, A DISTANCE OF 633.88 FEET TO THE NORTHERLY LINE OF SAID LOT 26 AND THE CENTERLINE OF KANSAS AVENUE, A 60 FOOT RIGHT-OF-WAY AS SHOWN ON SAID MAP OF BUSINESS SECTION HOLLY HILL HEIGHTS; THENCE ALONG SAID NORTHERLY LINE OF LOTS 26 AND 27 AND ALONG THE SAID CENTERLINE OF KANSAS AVENUE, AS ALSO SHOWN ON PLAT BOOK 26, PAGE 79, GOLF CLUB ESTATES, A RESUBDIVISION OF BLOCKS 1, 2, 3 AND 4, HOLLY HILL HEIGHTS, NORTH 64 DEGREES 59 MINUTES 17 SECONDS EAST, A DISTANCE OF 284.71 FEET; THENCE DEPARTING SAID NORTHERLY LINE NORTH 00 DEGREES 38 MINUTES 33 SECONDS EAST, A DISTANCE OF 704.14 FEET, TO THE SOUTHERLY RIGHT-OF-WAY OF ALABAMA AVENUE, A 50 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT BOOK 1, PAGE 1, MARY C. FLEMMING SUBDIVISION; THENCE NORTH 64 DEGREES 59 MINUTES 17 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 340.18 FEET, TO THE AFORESAID WESTERLY RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILROAD, THENCE SOUTH 24 DEGREES 59 MINUTES 24 SECONDS EAST, ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 1268.92 FEET TO THE PONT OF BEGINNING.

EXHIBIT B

Exhibit to Ordinance # 2022-

DEVELOPMENT AGREEMENT for the project known as Holly Hill RV Resort Planned Unit Development (PUD) located at 490 Flomich Street, Holly Hill, Florida. 32117 (hereinafter referred to as the "Subject Property").

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as the "Agreement") is entered into and made as of the ___ day of _____, 2022, by and between the CITY OF HOLLY HILL, a Florida municipal corporation, with a mailing address of 1065 Ridgewood Ave. Holly Hill, FL 32117 (hereinafter referred to as the "City"), and the Holy Hill RV Resort, LLC, a Florida limited liability company with a mailing address of 950 Ridgewood Ave, Holly Hill, Florida 32117 (hereinafter referred to as the "Owner/Developer").

W I T N E S S E T H

WHEREAS, the Owner/Developer warrants that it holds legal title to the lands located in Volusia County, Florida, and within the corporate limits of the City of Holly Hill, said lands being more particularly described in **Exhibit "A"**, Legal Description for the Subject Property, attached hereto and by this reference made a part hereof; and that the holders of any and all liens and encumbrances affecting such property will subordinate their interests to this Agreement; and

WHEREAS, the Owner/Developer has clear title of the Subject Property and intends to develop such property as a high-quality recreation vehicle (RV) park; and

WHEREAS the Owner/Developer to facilitate the orderly development of the Subject Property in compliance with the laws and regulations of the City and of other governmental authorities, and the Owner/Developer desires to ensure that its development is compatible with other properties in the area and planned traffic patterns; and

WHEREAS the development permitted or proposed under this Development Agreement is consistent with the City's Comprehensive Plan, concurrency management system, and all land development regulations; and

WHEREAS it is the purpose of this Agreement to clearly set forth the understanding and

agreement of the parties concerning the matters contained herein; and

WHEREAS the Owner/Developer has sought the City's approval to develop the Subject Property, and the City approved **Ordinance No**. 2022-**XX,** through rezoning the Subject Property to a form of Planned Unit Development (PUD), as defined under the City's Land Development Code. The PUD shall consist of this Written Agreement and the Preliminary Development Plan attached as **Exhibit "B"**, subject to the covenants, restrictions, and easements offered by the Owner/Developer and contained herein, (hereinafter the "Master Development Plan"). Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals and Definitions. The recitals herein contained are true and correct and are incorporated herein by reference. All capitalized terms not otherwise defined herein shall be as defined or described in the City's Land Development Code as it may be amended from time to time, unless otherwise indicated.

2. Ownership. The legal and equitable owners of the Subject Property are: Holly Hill RV Resort, LLC.

3. **Title Opinion/Certification.** The Owner/Developer will provide to the City, in advance of the City's execution and recordation of this Agreement, proof of unified title or a title opinion from a licensed attorney in the state of Florida, or a certification by an abstractor or title company authorized to do business in the state of Florida, verifying marketable title to the Subject Property to be in the name of the Owner/Developer and any and all liens, mortgages, and other encumbrances that are either satisfied or not satisfied or released of record.

4. **Subordination/Joinder.** Unless otherwise agreed to by the City and if applicable, all liens, mortgages, and other encumbrances that are not satisfied or released of record, must be subordinated to the terms of this Agreement or the Lienholder join in this Agreement. It shall be the responsibility of the Owner/Developer to promptly obtain the said subordination or joinder, in form and substance that is acceptable to the City Attorney, prior to the execution and recordation of this Agreement.

5. **Duration.** The duration of this Agreement is binding and runs with the land in

perpetuity, unless amended.

6. **Development of the Subject Property**. Development of the Subject Property shall be subject to performance standards listed in this Agreement. Where a land use listed below differs from a defined use in the City of Holly Hill's Code of Ordinances, the use listed in this Agreement shall prevail.

A. Permitted principal uses allowable on the Subject Property:
1. Ninety (90) recreational vehicle spaces
2. Ten (10) tent campsites
3. Recreational Vehicle park accessories and amenities including, but not limited, to a clubhouse, café, pool, camp store, fire pits, out-door amphitheater, dog park, fitness center, walking trails, a playground, picnic facilities, restrooms, showers, laundry, utility hook-ups, boat dock.

B. Prohibited principal uses, if any:
1. Long-term rentals of RV spaces, or tent campsites in excess of six (6) months.

C. Maximum intensity (measured in floor area ratio) on land with an industrial future land use: Point three-five (.35)

D. Maximum density (measured in RV units per acre) on land with a low density residential future land use: Six (6) units per net acre.

E. Impervious surface area is not to exceed seventy (70) percent of the gross square footage of property that is not required for stormwater management and compensating storage.

F. Minimum landscaping and buffer-yard requirements are as shown and stated on the Preliminary Plan.

G. Minimum lot size / project area: Twenty (20) acres.

H. Project Perimeter setbacks from property line to building or RV spaces:
a. West boundary: Twenty-five (25) feet
b. South boundary (Flomich Street): Twenty-five (25) feet <u>average with a minimum distance of twenty (20) feet</u>
c. East boundary (railroad tracks): Zero (0) feet
d. North boundary: Twenty-five (25) feet

I. Landscaped buffers of twenty-five feet (25') are required where shown on the

Preliminary Plan. Buffer requirements per 100 linear feet are two shade trees, three understory trees, and a continuous hedge. Adjacent to all residential, a fence will be located on the property line with interior landscaping. Adjacent to all public ROW, the fence will be located behind a continuous hedge. All trees will have a minimum height of 8' and a minimum caliper of 2". All shrubs will be installed such that within one year of planting they will have attained a minimum height of 3'. Palms are not to be utilized to meet the buffer tree requirements.

J. Maximum building height: Thirty-five (35) feet

K. Minimum parking standards are as shown and stated on the Preliminary Plan.

L. Lighting shall not exceed .5-foot candles at the property line.

M. Utility provision and dedication: The Owner/Developer shall connect to the City of Holly Hill's central utility systems, when available, or to Volusia County's central utility systems, where applicable, at their sole cost and expense. Utility fees shall be paid to City of Holly Hill Water or Volusia County, respectively, before any building permit is issued.

N. Stormwater and environmental: Per parcel stormwater systems or master stormwater systems shall be owned and maintained by the property owner in private ownership, and shall not be dedicated to or become the responsibility of the City of Holly Hill. All environmental permitting, mitigation, and/or soil and erosion control for the property shall conform to all federal, state, and local permits/requirements, shall be the sole responsibility of the property owner, and shall be maintained in good condition/standing with the applicable permitting authorities. Best Management Practices and conformance to National Pollutant Discharge Elimination System (NPDES) criteria are required.

O. Transportation, site access, and traffic devices: The Owner/Developer is responsible for all transportation improvements within the Subject Property and any off-site transportation requirements needed because of the proposed development, for site function, which maintains or improves the level of service for area roadways, and ensures the public health, safety, and welfare for the community. All permits shall be obtained from appropriate permitting agencies prior to development and the City shall determine the appropriate level of service per the City Comprehensive Plan and current traffic counts.

7. **Development Permits/Fees.** The Owner/Developer is responsible for obtaining, permitting, and the payment of all fees for facilities and services for the Subject Property. Any site permits shall be kept current with the respective permitting agency and shall ensure the protection of the public health, safety, and welfare of the community and the development. All impact fees are applicable, and no impact fee credits shall be awarded through this Agreement;

unless a cessation exists through a City moratorium that is Citywide. Proportionate fair share site improvements shall not be used in lieu of impact fees.

8. **Obligations.** Should the Owner/Developer fail to undertake and complete its obligations as described in this Agreement to the City's specifications, then the City shall give the Owner/Developer forty-five (45) days written notice to commence and one hundred-twenty (120) days to complete said required obligation. If the Owner/Developer fails to complete the obligations within the one hundred-twenty (120) day period, then the City, without further notice to the Owner/Developer, or its successors in interest, may, without prejudice to any other rights or remedies it may have, place liens and take enforcement action on the Subject Property. A lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees, by their execution of the subordination or joinder documents, agree to subordinate their liens or mortgages to the City's said liens or assessments. Notice to the Owner/Developer or Developer and its successors in interest shall be deemed to have been given upon the mailing of notice to the address or addresses set forth in **Paragraph 17** hereof.

9. **Site Plan/Plat Approval. The Master Development Plan**, is the Preliminary Plan of the PUD and this Written Agreement. The Master Development Plan depicts the general location and arrangement of the proposed uses, building and other improvements to the site. The Master Development Plan shall not replace, supersede, or absolve the Owner/Developer from approvals for any site plan, preliminary plat, and/or final plat and their respective regulations. Where more detailed criteria for City required submittals exceed the criteria required for the Overall Development Plan, the more detailed criteria apply.

10. **Indemnification.** The Owner/Developer shall indemnify and hold the City harmless from any and against all claims, demands, disputes, damages, costs, expenses, (to include attorneys' fees whether or not litigation is necessary and if necessary, both at trial and on appeal), incurred by the City as a result, directly or indirectly, of the use or development of the Subject Property, except those claims or liabilities caused by or arising from the negligence or intentional acts of the City, or its employees or agents. It is specifically understood that the City is not guaranteeing the appropriateness, efficiency, quality or legality of the use or development of the Subject Property, including but not limited to, drainage or water/sewer plans, fire safety, or quality of construction, whether inspected, approved, or permitted by the City.

11. **Compliance.** The Owner/Developer agrees that it, and their successors and assigns, will abide by the provisions of this Agreement, the City's Comprehensive Plan and the City's Code of Ordinances, including but not limited to, the site plan regulations of the City as amended from time to time, which are incorporated herein by reference and such subsequent amendments hereto as may be applicable. Further, all required improvements, including landscaping, shall be continuously maintained by the Owner/Developer, or their successors and

assigns, in accordance with the City's Code of Ordinances. The City may, without prejudice to any other legal or equitable right or remedy it may have, withhold permits, Certificates of Occupancy, or plan/plat approvals to the Subject Property, should the Owner/Developer fail to comply with the terms of this Agreement. In the event of a conflict between this Development Agreement and the City's Land Development Code, the more restrictive regulations shall govern the development of the Subject Property.

12. **Obligations for Improvements.** Any surface improvement as described and required hereunder included, but not limited to such as fences, stormwater management facilities and utilities, or any other surface improvement shall be performed, prior to the issuance of the first Certificate of Occupancy on that portion of the Subject Property that the surface improvement(s) relates or is otherwise scheduled in this Agreement. Should the Owner/Developer fail to undertake and complete its obligations as described in this Agreement and to the City's specifications, then the City shall give the Owner/Developer forty-five (45) days written notice to commence and one hundred-twenty (120) days to complete said required obligation at the sole expense of the Owner/Developer. If the Owner/Developer fails to complete the obligations within the one hundred-twenty (120) day period, then the City, without further notice to the Owner/Developer and their successors and assigns in interest, may but shall not be required to, perform such obligations at the expense of the Owner/Developer or their successors and assigns in interest, without prejudice to any other rights or remedies the City may have under this Agreement. Further, the City is hereby authorized to immediately recover the actual and verified cost of completing the obligations required under this Agreement and any legal fees from the Owner/Developer in an action at law for damages, as well as record a lien against the Subject Property in that amount. The lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees, by their execution of the subordination or joinder documents, agree to subordinate their liens or mortgages to the City's said liens or assessments. Notice to the Owner/Developer or Developer and their successors and assigns in interest shall be deemed to have been given upon the mailing of notice as provided **in paragraph 17** of this Agreement.

13. **Environmental and Tree Preservation.** The Owner/Developer is responsible to obtain all site related permits and approval prior to any development activity on or for the Subject Property. This may involve mitigation for habitat of threatened or endangered flora and fauna, or for species identified for proportion (i.e., tree preservation). This Agreement does not vest or exempt the Owner/Developer from any permitting and mitigation obligations needed to develop a Subject Property.

14. **Enforcement.** Both parties may seek specific performance of this Agreement and/or bring an action for damages in a court within Volusia County, Florida, if either party breaches this Agreement. If enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Owner/Developer shall be responsible for the payment of all the City's costs and expenses, including attorney fees, whether or not litigation is

necessary and, if necessary, both at trial and on appeal. Such costs, expenses and fees shall also be a lien upon the Subject Property superior to all others. Should this Agreement require the payment of any monies to the City, the recording of this Agreement shall constitute a lien upon the Subject Property for said monies, until said are paid, in addition to such other obligations as this Agreement may impose upon the Subject Property and the Owner/Developer. Interest on unpaid overdue sums shall accrue at the rate of the lesser of eighteen percent (18%) compounded annually or at the maximum rate allowed by law.

15. **Utility Easements.** For any easement not established on a plat for the Subject Property, the Owner/Developer shall provide to the City such easements and other legal documentation, in a form mutually acceptable to the City Attorney and the Owner/Developer, as the City may deem reasonably necessary or appropriate for the installation and maintenance of the utility and other services, including but not limited to, sanitary sewer, potable water, and reclaimed water services, electric, cable, gas, fire protection and telecommunications.

16. **Periodic Review.** The City reserves the right to review the Subject Property in relation to this Agreement periodically to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the City finds that based on substantial competent evidence that there has been a failure to comply with the terms of this Agreement, the City may not issue development orders or permits until compliance with this Agreement has been established.

17. **Notices.** Where notice is herein required to be given, it shall be by certified mail return receipt requested, hand delivery or nationally recognized courier, such as Federal Express or UPS. E-mail delivery of documents shall not replace or be in lieu of the aforementioned process. Said notice shall be sent to the following, as applicable:

OWNER / DEVELOPER'S REPRESENTATIVES:

Mr. Robin Hanger

Holy Hill RV Resort, LLC,

950 Ridgewood Avenue

Holly Hill, Florida 32117

Rainer and Julie Martens

2190 John Anderson Drive

Ormond Beach, FL, 32176

CITY'S REPRESENTATIVES:

City Manager

City of Holly Hill

1065 Ridgewood Avenue

Holly Hill, Florida 32117

With copy to:

Director

Community Development

City of Holly Hill

1065 Ridgewood Avenue

Holly Hill, Florida 32725

Should any party identified above change, it shall be said party's obligation to notify the remaining parties of the change in a fashion as is required for notices herein. It shall be the Owner/Developer's obligation to identify its lender(s) to all parties in a fashion as is required for notices herein.

18. **Compliance with the Law.** The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner/Developer of the Subject Property from the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

19. **Captions.** The captions used herein are for convenience only and shall not be relied upon in construing this Agreement.

20. **Binding Effect.** This Agreement shall run with the land, shall be binding upon and inure to the benefit of the Owner/Developer and their successors and assigns in interest, and the City and their successor and assigns in interest. This Agreement shall become effective upon its execution and recordation with the Public Records of Volusia County, Florida. This Agreement does not, and is not intended to, prevent, or impede the City from exercising its

legislative authority as the same may affect the Subject Property.

21. **Subsequently Enacted State or Federal Law.** If either state of federal law is enacted after the effective date of this Agreement that is applicable to and precludes the parties' compliance with the terms of this Agreement, this Agreement and correlating zoning amendment shall be modified or revoked, as is necessary, to comply with the relevant state or federal law.

22. **Severability.** If any part of this Development Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Development Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be affected. To that end, this Development Agreement is declared severable.

23. **Covenant Running with the Land.** This Agreement shall run with the Subject Property and inure to and be for the benefit of the parties hereto and their respective successors and assigns and any person, firm, corporation, or entity who may become the successor in interest to the Subject Property or any portion thereof.

24. **Recordation of Agreement.** The parties hereto agree that an executed original of this Agreement shall be recorded by the City, at the Developer's expense, in the Public Records of Volusia County, Florida.

25. **Applicable Law/Venue.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue of any litigation relating to this Agreement shall be in the courts of Volusia County, Florida.

26. **Time of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement. The Owner/Developer shall execute this Agreement within ten (10) business days of City Commission adoption and agrees to pay the cost of recording this document in the Public Records of Volusia County, Florida. Failure to execute this Agreement within ten (10) business days of this ordinance adoption may result in the City not issuing development orders or permits until execution and recordation of this Agreement has occurred.

27. **Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings, and agreements, with respect to the subject matter hereof; provided, however, that it is agreed that this Agreement is supplemental to the City's Comprehensive Plan and does not in any way rescind or modify any provisions of the City's Comprehensive Plan. Amendments to and waivers of the provisions of

this Agreement shall be made by the parties only in writing by formal amendment.

28**. Amendments.** Amendments to the Preliminary Development Plan, shall be subject to the requirements of Section 114-771(g)(4) of the City of Holly Hill Land Development Regulations, which states that minor amendments to the preliminary plan not violating any terms of the written development agreement and not altering the intent and purpose of the Master Development Plan (MDP) may be approved by the Development Code Administrator after such departmental comment as he/she deems appropriate. Minor changes shall be limited to items such as small adjustments to building footprints, allocation of uses within a defined parcel such as retention areas, parking etc. Minor amendments to the preliminary plan not violating any terms of the MDP and not altering the intent and purpose of the MDP may be approved by the Development Code Administrator.

Major amendments will require full review and shall include changes to the general location of uses on the site, except as permitted by the MDP, changes to building styles, changes to landscaping requirements, etc. Decisions as to whether modifications are Major or Minor shall be at the sole discretion of the Development Code Administrator.

29. **Effective Date.** The Effective Date of this Agreement shall be the day this Agreement is recorded in the Public Records of Volusia County, Florida.

IN WITNESS WHEREOF, the Owner/Developer and the City have executed this Agreement.

Exhibit B (2 Pages)

Preliminary Development Plan

Exhibit to Ordinance # 2022-

DEVELOPMENT AGREEMENT for the project known as Holly Hill RV Resort Planned Unit Development (PUD) located at 490 Flomich Street, Holly Hill, Florida. 32117 (hereinafter referred to as the "Subject Property").

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as the "Agreement") is entered into and made as of the ___ day of _____, 2022, by and between the CITY OF HOLLY HILL, a Florida municipal corporation, with a mailing address of 1065 Ridgewood Ave. Holly Hill, FL 32117 (hereinafter referred to as the "City"), and the Holy Hill RV Resort, LLC, a Florida limited liability company with a mailing address of 950 Ridgewood Ave, Holly Hill, Florida 32117 (hereinafter referred to as the "Owner/Developer").

W I T N E S S E T H

WHEREAS, the Owner/Developer warrants that it holds legal title to the lands located in Volusia County, Florida, and within the corporate limits of the City of Holly Hill, said lands being more particularly described in **Exhibit "A"**, Legal Description for the Subject Property, attached hereto and by this reference made a part hereof; and that the holders of any and all liens and encumbrances affecting such property will subordinate their interests to this Agreement; and

WHEREAS, the Owner/Developer has clear title of the Subject Property and intends to develop such property as a high-quality recreation vehicle (RV) park; and

WHEREAS the Owner/Developer to facilitate the orderly development of the Subject Property in compliance with the laws and regulations of the City and of other governmental authorities, and the Owner/Developer desires to ensure that its development is compatible with other properties in the area and planned traffic patterns; and

WHEREAS the development permitted or proposed under this Development Agreement is consistent with the City's Comprehensive Plan, concurrency management system, and all land development regulations; and

WHEREAS it is the purpose of this Agreement to clearly set forth the understanding and agreement of the parties concerning the matters contained herein; and

WHEREAS the Owner/Developer has sought the City's approval to develop the Subject Property, and the City approved **Ordinance No**. 2022- **XX,** through rezoning the Subject Property to a form of Planned Unit Development (PUD), as defined under the City's Land Development Code. The PUD shall consist of this Written Agreement and the Preliminary Development Plan attached as **Exhibit "B"**, subject to the covenants, restrictions, and easements offered by the Owner/Developer and contained herein, (hereinafter the "Master Development Plan"). Where more detailed criteria for City required submittals exceed the criteria required for a Master

Attachment: Written Dev Agreement (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

Development Plan, the more detailed criteria apply.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals and Definitions.** The recitals herein contained are true and correct and are incorporated herein by reference. All capitalized terms not otherwise defined herein shall be as defined or described in the City's Land Development Code as it may be amended from time to time, unless otherwise indicated.

2. **Ownership.** The legal and equitable owners of the Subject Property are: Holly Hill RV Resort, LLC.

3. **Title Opinion/Certification.** The Owner/Developer will provide to the City, in advance of the City's execution and recordation of this Agreement, proof of unified title or a title opinion from a licensed attorney in the state of Florida, or a certification by an abstractor or title company authorized to do business in the state of Florida, verifying marketable title to the Subject Property to be in the name of the Owner/Developer and any and all liens, mortgages, and other encumbrances that are either satisfied or not satisfied or released of record.

4. **Subordination/Joinder.** Unless otherwise agreed to by the City and if applicable, all liens, mortgages, and other encumbrances that are not satisfied or released of record, must be subordinated to the terms of this Agreement or the Lienholder join in this Agreement. It shall be the responsibility of the Owner/Developer to promptly obtain the said subordination or joinder, in form and substance that is acceptable to the City Attorney, prior to the execution and recordation of this Agreement.

5. **Duration.** The duration of this Agreement is binding and runs with the land in perpetuity, unless amended.

6. **Development of the Subject Property**. Development of the Subject Property shall be subject to performance standards listed in this Agreement. Where a land use listed below differs from a defined use in the City of Holly Hill's Code of Ordinances, the use listed in this Agreement shall prevail.

A. Permitted principal uses allowable on the Subject Property:

1. Ninety (90) recreational vehicle spaces
2. Ten (10) tent campsites
3. Recreational Vehicle park accessories and amenities including, but not limited, to a clubhouse, café, pool, camp store, fire pits, out-door amphitheater, dog park, fitness center, walking trails, a playground, picnic facilities, restrooms, showers, laundry, utility hook-ups, boat dock.

Attachment: Written Dev Agreement (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

B. Prohibited principal uses, if any:
1. Long-term rentals of RV spaces, or tent campsites in excess of six (6) months.

C. Maximum intensity (measured in floor area ratio) on land with an industrial future land use: Point three-five (.35)

D. Maximum density (measured in RV units per acre) on land with a low density residential future land use: Six (6) units per net acre.

E. Impervious surface area is not to exceed seventy (70) percent of the gross square footage of property that is not required for stormwater management and compensating storage.

F. Minimum landscaping and buffer-yard requirements are as shown and stated on the Preliminary Plan.

G. Minimum lot size / project area: Twenty (20) acres.

H. Project Perimeter setbacks from property line to building or RV spaces:
a. West boundary: Twenty-five (25) feet
b. South boundary (Flomich Street): Twenty-five (25) feet <u>average with a minimum distance of twenty (20) feet</u>
c. East boundary (railroad tracks): Zero (0) feet
d. North boundary: Twenty-five (25) feet

I. Landscaped buffers of twenty-five feet (25') are required where shown on the Preliminary Plan. Buffer requirements per 100 linear feet are two shade trees, three understory trees, and a continuous hedge. Adjacent to all residential, a fence will be located on the property line with interior landscaping. Adjacent to all public ROW, the fence will be located behind a continuous hedge. All trees will have a minimum height of 8' and a minimum caliper of 2". All shrubs will be installed such that within one year of planting they will have attained a minimum height of 3'. Palms are not to be utilized to meet the buffer tree requirements.

J. Maximum building height: Thirty-five (35) feet

K. Minimum parking standards are as shown and stated on the Preliminary Plan.

L. Lighting shall not exceed .5-foot candles at the property line.

M. Utility provision and dedication: The Owner/Developer shall connect to the City of Holly Hill's central utility systems, when available, or to Volusia County's central utility systems, where applicable, at their sole cost and expense. Utility fees shall be

Attachment: Written Dev Agreement (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

paid to City of Holly Hill Water or Volusia County, respectively, before any building permit is issued.

N. Stormwater and environmental: Per parcel stormwater systems or master stormwater systems shall be owned and maintained by the property owner in private ownership, and shall not be dedicated to or become the responsibility of the City of Holly Hill. All environmental permitting, mitigation, and/or soil and erosion control for the property shall conform to all federal, state, and local permits/requirements, shall be the sole responsibility of the property owner, and shall be maintained in good condition/standing with the applicable permitting authorities. Best Management Practices and conformance to National Pollutant Discharge Elimination System (NPDES) criteria are required.

O. Transportation, site access, and traffic devices: The Owner/Developer is responsible for all transportation improvements within the Subject Property and any off-site transportation requirements needed because of the proposed development, for site function, which maintains or improves the level of service for area roadways, and ensures the public health, safety, and welfare for the community. All permits shall be obtained from appropriate permitting agencies prior to development and the City shall determine the appropriate level of service per the City Comprehensive Plan and current traffic counts.

7. **Development Permits/Fees.** The Owner/Developer is responsible for obtaining, permitting, and the payment of all fees for facilities and services for the Subject Property. Any site permits shall be kept current with the respective permitting agency and shall ensure the protection of the public health, safety, and welfare of the community and the development. All impact fees are applicable, and no impact fee credits shall be awarded through this Agreement; unless a cessation exists through a City moratorium that is Citywide. Proportionate fair share site improvements shall not be used in lieu of impact fees.

8. **Obligations.** Should the Owner/Developer fail to undertake and complete its obligations as described in this Agreement to the City's specifications, then the City shall give the Owner/Developer forty-five (45) days written notice to commence and one hundred-twenty (120) days to complete said required obligation. If the Owner/Developer fails to complete the obligations within the one hundred-twenty (120) day period, then the City, without further notice to the Owner/Developer, or its successors in interest, may, without prejudice to any other rights or remedies it may have, place liens and take enforcement action on the Subject Property. A lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees, by their execution of the subordination or joinder documents, agree to subordinate their liens or mortgages to the City's said liens or assessments. Notice to the Owner/Developer or Developer and its successors in interest shall be deemed to have been given upon the mailing of notice to the address or addresses set forth in **Paragraph 17** hereof.

Attachment: Written Dev Agreement (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

9. **Site Plan/Plat Approval. The Master Development Plan**, is the Preliminary Plan of the PUD and this Written Agreement. The Master Development Plan depicts the general location and arrangement of the proposed uses, building and other improvements to the site. The Master Development Plan shall not replace, supersede, or absolve the Owner/Developer from approvals for any site plan, preliminary plat, and/or final plat and their respective regulations. Where more detailed criteria for City required submittals exceed the criteria required for the Overall Development Plan, the more detailed criteria apply.

10. **Indemnification.** The Owner/Developer shall indemnify and hold the City harmless from any and against all claims, demands, disputes, damages, costs, expenses, (to include attorneys' fees whether or not litigation is necessary and if necessary, both at trial and on appeal), incurred by the City as a result, directly or indirectly, of the use or development of the Subject Property, except those claims or liabilities caused by or arising from the negligence or intentional acts of the City, or its employees or agents. It is specifically understood that the City is not guaranteeing the appropriateness, efficiency, quality or legality of the use or development of the Subject Property, including but not limited to, drainage or water/sewer plans, fire safety, or quality of construction, whether inspected, approved, or permitted by the City.

11. **Compliance.** The Owner/Developer agrees that it, and their successors and assigns, will abide by the provisions of this Agreement, the City's Comprehensive Plan and the City's Code of Ordinances, including but not limited to, the site plan regulations of the City as amended from time to time, which are incorporated herein by reference and such subsequent amendments hereto as may be applicable. Further, all required improvements, including landscaping, shall be continuously maintained by the Owner/Developer, or their successors and assigns, in accordance with the City's Code of Ordinances. The City may, without prejudice to any other legal or equitable right or remedy it may have, withhold permits, Certificates of Occupancy, or plan/plat approvals to the Subject Property, should the Owner/Developer fail to comply with the terms of this Agreement. In the event of a conflict between this Development Agreement and the City's Land Development Code, the more restrictive regulations shall govern the development of the Subject Property.

12. **Obligations for Improvements.** Any surface improvement as described and required hereunder included, but not limited to such as fences, stormwater management facilities and utilities, or any other surface improvement shall be performed, prior to the issuance of the first Certificate of Occupancy on that portion of the Subject Property that the surface improvement(s) relates or is otherwise scheduled in this Agreement. Should the Owner/Developer fail to undertake and complete its obligations as described in this Agreement and to the City's specifications, then the City shall give the Owner/Developer forty-five (45) days written notice to commence and one hundred-twenty (120) days to complete said required obligation at the sole expense of the Owner/Developer. If the Owner/Developer fails to complete the obligations within the one hundred-twenty (120) day period, then the City, without further notice to the Owner/Developer and their successors and assigns in interest, may but shall not be required to, perform such obligations at the expense of the Owner/Developer or their successors and assigns in interest,

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without prejudice to any other rights or remedies the City may have under this Agreement. Further, the City is hereby authorized to immediately recover the actual and verified cost of completing the obligations required under this Agreement and any legal fees from the Owner/Developer in an action at law for damages, as well as record a lien against the Subject Property in that amount. The lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees, by their execution of the subordination or joinder documents, agree to subordinate their liens or mortgages to the City's said liens or assessments. Notice to the Owner/Developer or Developer and their successors and assigns in interest shall be deemed to have been given upon the mailing of notice as provided **in paragraph 17** of this Agreement.

13. **Environmental and Tree Preservation.** The Owner/Developer is responsible to obtain all site related permits and approval prior to any development activity on or for the Subject Property. This may involve mitigation for habitat of threatened or endangered flora and fauna, or for species identified for proportion (i.e., tree preservation). This Agreement does not vest or exempt the Owner/Developer from any permitting and mitigation obligations needed to develop a Subject Property.

14. **Enforcement.** Both parties may seek specific performance of this Agreement and/or bring an action for damages in a court within Volusia County, Florida, if either party breaches this Agreement. If enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Owner/Developer shall be responsible for the payment of all the City's costs and expenses, including attorney fees, whether or not litigation is necessary and, if necessary, both at trial and on appeal. Such costs, expenses and fees shall also be a lien upon the Subject Property superior to all others. Should this Agreement require the payment of any monies to the City, the recording of this Agreement shall constitute a lien upon the Subject Property for said monies, until said are paid, in addition to such other obligations as this Agreement may impose upon the Subject Property and the Owner/Developer. Interest on unpaid overdue sums shall accrue at the rate of the lesser of eighteen percent (18%) compounded annually or at the maximum rate allowed by law.

15. **Utility Easements.** For any easement not established on a plat for the Subject Property, the Owner/Developer shall provide to the City such easements and other legal documentation, in a form mutually acceptable to the City Attorney and the Owner/Developer, as the City may deem reasonably necessary or appropriate for the installation and maintenance of the utility and other services, including but not limited to, sanitary sewer, potable water, and reclaimed water services, electric, cable, gas, fire protection and telecommunications.

16. **Periodic Review.** The City reserves the right to review the Subject Property in relation to this Agreement periodically to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the City finds that based on substantial competent evidence that there has been a failure to comply with the terms of this Agreement, the City may not issue development orders or permits until compliance with this Agreement has been established.

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17. **Notices.** Where notice is herein required to be given, it shall be by certified mail return receipt requested, hand delivery or nationally recognized courier, such as Federal Express or UPS. E-mail delivery of documents shall not replace or be in lieu of the aforementioned process. Said notice shall be sent to the following, as applicable:

OWNER/DEVELOPER'S REPRESENTATIVES:

Mr. Robin Hanger
Holy Hill RV Resort, LLC,
950 Ridgewood Ave
Holly Hill, Florida 32117

Rainer and Julie Martens
2190 John Anderson Drive
Ormond Beach, FL, 32176

CITY'S REPRESENTATIVES:
City Manager
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

With copy to:
Director
Community Development
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32725

Should any party identified above change, it shall be said party's obligation to notify the remaining parties of the change in a fashion as is required for notices herein. It shall be the Owner/Developer's obligation to identify its lender(s) to all parties in a fashion as is required for notices herein.

18. **Compliance with the Law.** The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner/Developer of the Subject Property from the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

19. **Captions.** The captions used herein are for convenience only and shall not be relied

Attachment: Written Dev Agreement (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

upon in construing this Agreement.

20. **Binding Effect.** This Agreement shall run with the land, shall be binding upon and inure to the benefit of the Owner/Developer and their successors and assigns in interest, and the City and their successor and assigns in interest. This Agreement shall become effective upon its execution and recordation with the Public Records of Volusia County, Florida. This Agreement does not, and is not intended to, prevent, or impede the City from exercising its legislative authority as the same may affect the Subject Property.

21. **Subsequently Enacted State or Federal Law.** If either state of federal law is enacted after the effective date of this Agreement that is applicable to and precludes the parties' compliance with the terms of this Agreement, this Agreement and correlating zoning amendment shall be modified or revoked, as is necessary, to comply with the relevant state or federal law.

22. **Severability.** If any part of this Development Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Development Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be affected. To that end, this Development Agreement is declared severable.

23. **Covenant Running with the Land.** This Agreement shall run with the Subject Property and inure to and be for the benefit of the parties hereto and their respective successors and assigns and any person, firm, corporation, or entity who may become the successor in interest to the Subject Property or any portion thereof.

24. **Recordation of Agreement.** The parties hereto agree that an executed original of this Agreement shall be recorded by the City, at the Developer's expense, in the Public Records of Volusia County, Florida.

25. **Applicable Law/Venue.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue of any litigation relating to this Agreement shall be in the courts of Volusia County, Florida.

26. **Time of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement. The Owner/Developer shall execute this Agreement within ten (10) business days of City Commission adoption and agrees to pay the cost of recording this document in the Public Records of Volusia County, Florida. Failure to execute this Agreement within ten (10) business days of this ordinance adoption may result in the City not issuing development orders or permits until execution and recordation of this Agreement has occurred.

27. **Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings, and agreements, with respect to the subject matter hereof; provided, however, that it is agreed that this Agreement is

Attachment: Written Dev Agreement (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

supplemental to the City's Comprehensive Plan and does not in any way rescind or modify any provisions of the City's Comprehensive Plan. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

28**. Amendments.** Amendments to the Preliminary Development Plan, shall be subject to the requirements of Section 114-771(g)(4) of the City of Holly Hill Land Development Regulations, which states that minor amendments to the preliminary plan not violating any terms of the written development agreement and not altering the intent and purpose of the Master Development Plan (MDP) may be approved by the Development Code Administrator after such departmental comment as he/she deems appropriate. Minor changes shall be limited to items such as small adjustments to building footprints, allocation of uses within a defined parcel such as retention areas, parking etc. Minor amendments to the preliminary plan not violating any terms of the MDP and not altering the intent and purpose of the MDP may be approved by the Development Code Administrator.

Major amendments will require full review and shall include changes to the general location of uses on the site, except as permitted by the MDP, changes to building styles, changes to landscaping requirements, etc. Decisions as to whether modifications are Major or Minor shall be at the sole discretion of the Development Code Administrator.

29. **Effective Date.** The Effective Date of this Agreement shall be the day this Agreement is recorded in the Public Records of Volusia County, Florida.

IN WITNESS WHEREOF, the Owner/Developer and the City have executed this Agreement.

OWNER/DEVELOPER

By:

Signature of Witness # 1	Signature
Print or type name	Print or type name

Attachment: Written Dev Agreement (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

As:

_____

Signature of Witness #2

_____

Print or type

_____

Print or type name

ATTEST:

_____

Signature

_____

Print or Type Name

As:

_____

Mailing Address: _____

_____

_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____day of _____, 2022, by _____, and _____, of _____ _____, who is/are personally known to me or who has/have produced _____ _____ as identification and who did not (did) take an oath.

_____

Signature of Notary

(NOTARY SEAL)

_____

Print or type name

Attachment: Written Dev Agreement (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

CITY OF HOLLY HILL:

By: _____

Date: _____

ATTEST:

_____

Date: _____

Mailing Address:
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____day of _____, 2022, by _____, and _____, who are personally known to me and acknowledge executing the same freely and voluntarily under authority vested in them by the City of Holly Hill.

_____
Signature of Notary

(NOTARY SEAL)

_____
Print or type name

Approved as to form and legality for use and reliance by the City of Holly Hill, Florida

_____
Scott Simpson
City Attorney

Attachment: Written Dev Agreement (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

Exhibit A
LEGAL DESCRIPTION

(PER OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. 1049061, DATED MARCH 29, 2021)

PARCEL 1:
LOTS 1 THROUGH 7, BLOCK B, BUSINESS SECTION HOLLY HILL HEIGHTS, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 10, PAGE 180, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. TOGETHER WITH THE 20 FOOT ALLEY ADJOINING LOTS 1 TO 6, BLOCK AND TOGETHER WITH THE EASTERLY 1/2 OF VACATED MOBILE STREET, SAID EASTERLY 1/2 OF MOBILE STREET CONTAINED WITHIN THE WESTERLY EXTENSION OF THE NORTHERLY AND SOUTHERLY LINE OF AFORESAID PARCEL.

PARCEL 2:
BEGINNING AT THE SOUTHWEST CORNER OF LOT 5, BLOCK A, BUSINESS SECTION, HOLLY HILL HEIGHTS, ACCORDING TO MAP THEREOF ON RECORD IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN PLAT BOOK 10, PAGE 180; THENCE EASTERLY ALONG THE NORTHERLY SIDE OF FLOMICH AVENUE (A 60 FOOT STREET), 150 FEET, SAME BEING THE CENTER OF FORMER MOBILE STREET HERETOFORE VACATED; THENCE NORTHERLY ALONG THE CENTER OF SAID MOBILE STREET A DISTANCE OF 600 FEET TO A POINT, WHICH POINT IS 150 FEET EASTERLY FROM THE NORTHWEST CORNER OF LOT 21, BLOCK A, AFORESAID; THENCE WESTERLY ALONG THE NORTHERLY LINE OF LOT 21, BLOCK A, AS EXTENDED AFORESAID, 150 FEET TO SAID NORTHWEST CORNER OF SAID LOT 21, BLOCK A, AFORESAID; THENCE SOUTHERLY A DISTANCE OF 600 FEET TO THE POINT OF BEGINNING.

PARCEL 3:
LOTS 8 THROUGH 15, INCLUSIVE, BLOCK B, HOLLY HILL HEIGHTS, BUSINESS SECTION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 180, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND THE EAST 1/2 OF VACATED MOBILE STREET APPURTENANT THERETO.

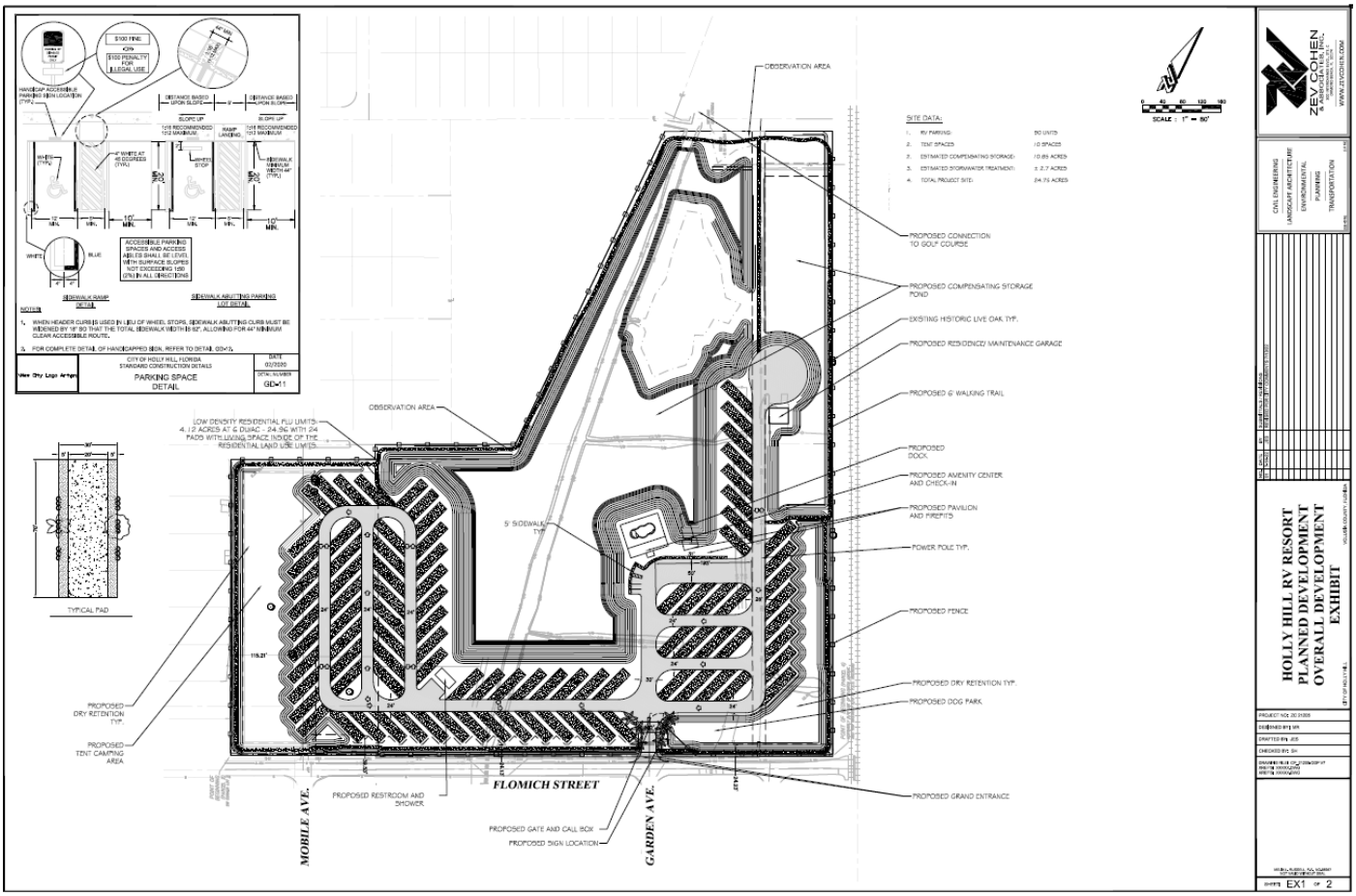
PARCEL 4:
A PORTION OF LOTS 16, 17, 18, 26, 27, 28 & 29 LYING WESTERLY OF THE CENTERLINE OF A DRAINAGE CANAL, ALL BEING IN BLOCK 28, MARY C. FLEMMING SUBDIVISION, OF THE THOMAS FITCH GRANT AS PER MAP RECORDED IN PLAT BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF FLOMICH AVENUE, A 50 FOOT RIGHT-OF-WAY AS SHOWN ON PLAT BOOK 1, PAGE 1 OF THE MARY C. FLEMMING SUBDIVISION, OF THE THOMAS FITCH GRANT AND THE WESTERLY RIGHT-OF-WAY

Attachment: Written Dev Agreement (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

OF THE FLORIDA EAST COAST RAILROAD, A 100 FOOT RIGHT-OF-WAY AS LAID OUT AND USED; THENCE SOUTH 65 DEGREES 00 MINUTES 26 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY OF FLOMICH AVENUE, A DISTANCE OF 928.63 FEET TO AN INTERSECTION OF SAID NORTHERLY RIGHT-OF-WAY AND EASTERLY EXTENSION OF THE EASTERLY LINE OF BLOCK B, BUSINESS SECTION HOLLY HILL HEIGHTS, AS SHOWN IN PLAT BOOK 10, PAGE 180 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY LINE OF BLOCK B NORTH 25 DEGREES 04 MINUTES 04 SECONDS WEST, A DISTANCE OF 633.88 FEET TO THE NORTHERLY LINE OF SAID LOT 26 AND THE CENTERLINE OF KANSAS AVENUE, A 60 FOOT RIGHT-OF-WAY AS SHOWN ON SAID MAP OF BUSINESS SECTION HOLLY HILL HEIGHTS; THENCE ALONG SAID NORTHERLY LINE OF LOTS 26 AND 27 AND ALONG THE SAID CENTERLINE OF KANSAS AVENUE, AS ALSO SHOWN ON PLAT BOOK 26, PAGE 79, GOLF CLUB ESTATES, A RESUBDIVISION OF BLOCKS 1, 2, 3 AND 4, HOLLY HILL HEIGHTS, NORTH 64 DEGREES 59 MINUTES 17 SECONDS EAST, A DISTANCE OF 284.71 FEET; THENCE DEPARTING SAID NORTHERLY LINE NORTH 00 DEGREES 38 MINUTES 33 SECONDS EAST, A DISTANCE OF 704.14 FEET, TO THE SOUTHERLY RIGHT-OF-WAY OF ALABAMA AVENUE, A 50 FOOT RIGHT-OF-WAY AS SHOWN ON SAID PLAT BOOK 1, PAGE 1, MARY C. FLEMMING SUBDIVISION; THENCE NORTH 64 DEGREES 59 MINUTES 17 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 340.18 FEET, TO THE AFORESAID WESTERLY RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILROAD, THENCE SOUTH 24 DEGREES 59 MINUTES 24 SECONDS EAST, ALONG SAID WESTERLY RIGHT-OF-WAY, A DISTANCE OF 1268.92 FEET TO THE PONT OF BEGINNING.

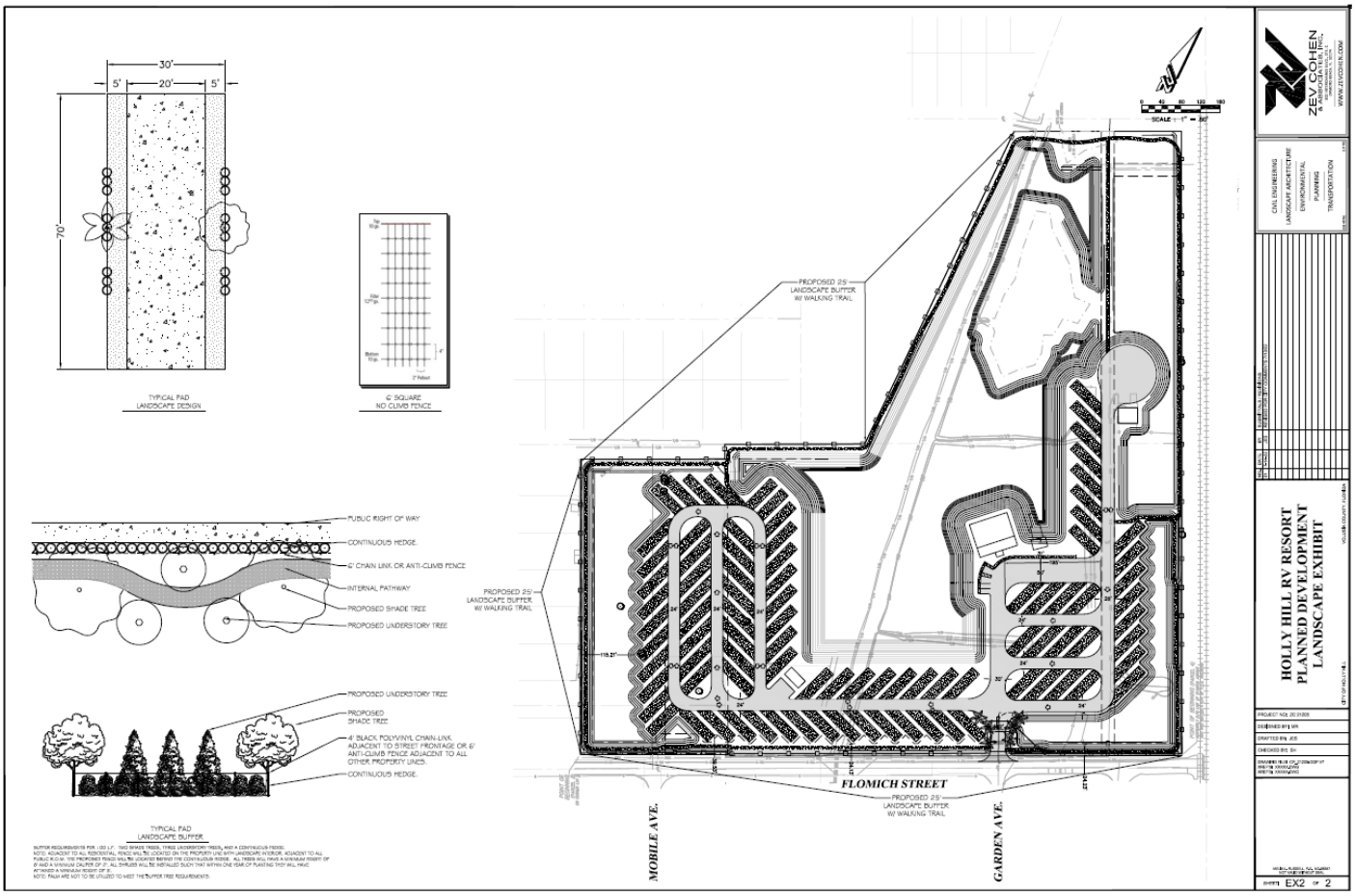
Attachment: Written Dev Agreement (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

Exhibit B (2 Pages)
Preliminary Development Plan

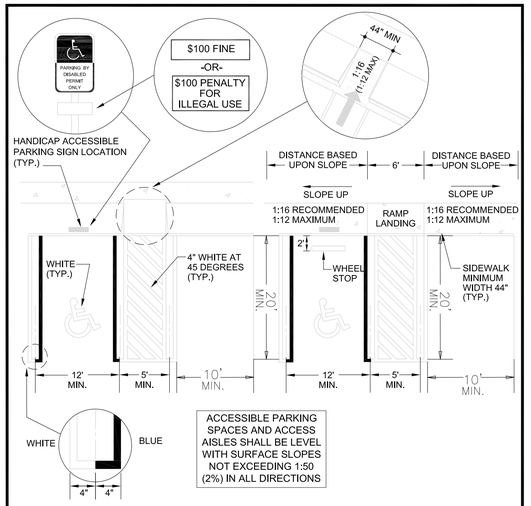


Attachment: Written Dev Agreement (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

Preliminary Development Plan – 2nd Page



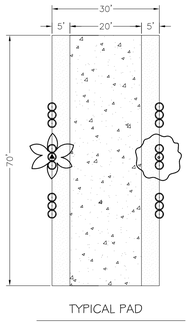
Attachment: Written Dev Agreement (2022-O-3053 : Holly Hill RV Park BPUD Rezone)



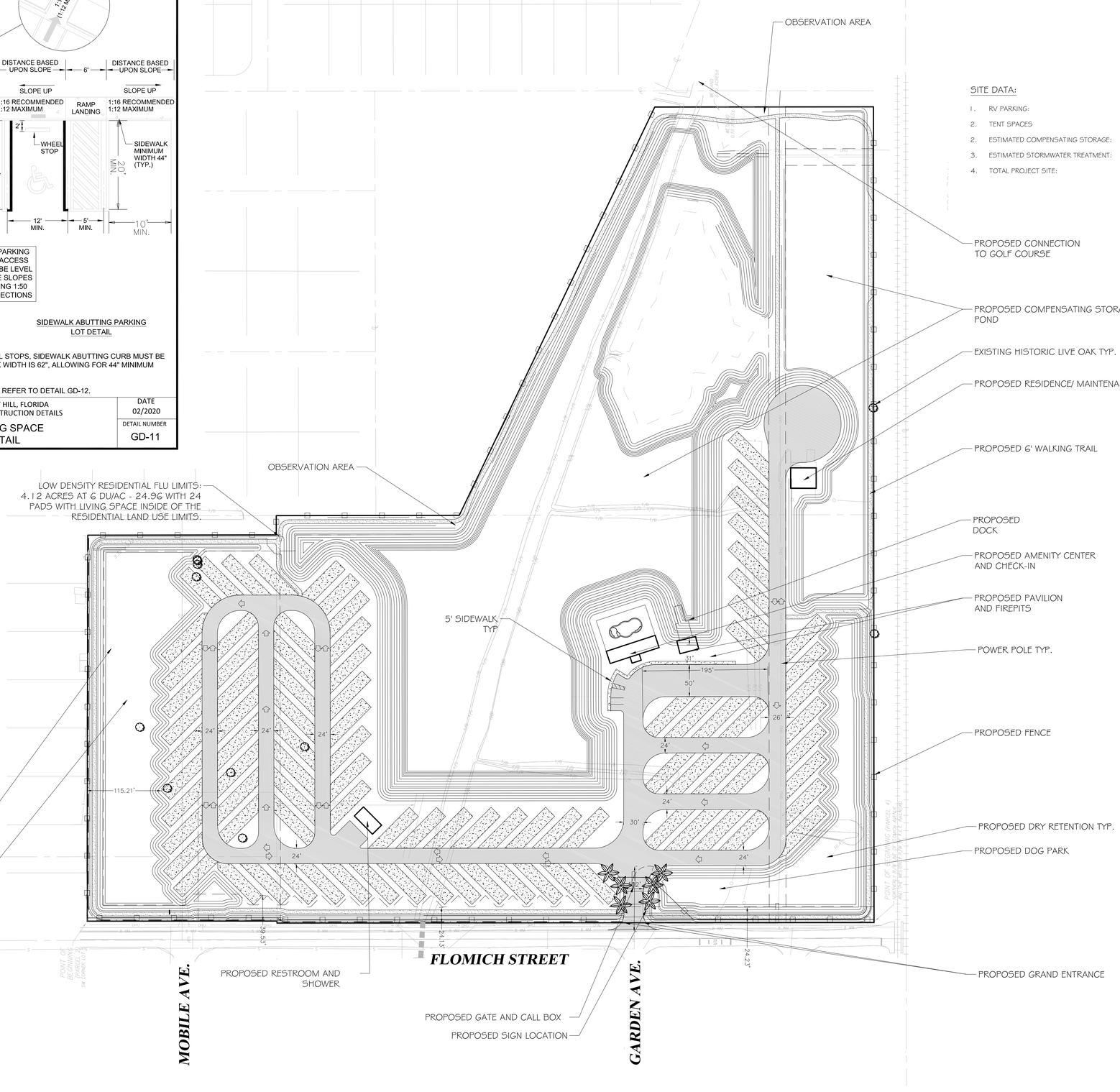
NOTES:

1. WHEN HEADER CURB IS USED IN LIEU OF WHEEL STOPS, SIDEWALK ABUTTING CURB MUST BE WIDENED BY 18" SO THAT THE TOTAL SIDEWALK WIDTH IS 62", ALLOWING FOR 44" MINIMUM CLEAR ACCESSIBLE ROUTE.
2. FOR COMPLETE DETAIL OF HANDICAPPED SIGN, REFER TO DETAIL GD-12.

\New City Logo Art.png	CITY OF HOLLY HILL, FLORIDA STANDARD CONSTRUCTION DETAILS PARKING SPACE DETAIL	DATE 02/2020 DETAIL NUMBER GD-11

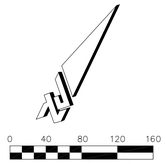


TYPICAL PAD



SITE DATA:

1.	RV PARKING:	90 UNITS
2.	TENT SPACES	10 SPACES
2.	ESTIMATED COMPENSATING STORAGE:	10.85 ACRES
3.	ESTIMATED STORMWATER TREATMENT:	± 2.7 ACRES
4.	TOTAL PROJECT SITE:	24.75 ACRES



ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
OCOEE, FLORIDA 34761
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC-HZ)
(EB-4016)

NO.	DATE	BY	SUBMITTALS / REVISIONS
01	7-14-22	JES	REVISED PER CITY COMMENTS 7/13/22

HOLLY HILL RV RESORT
PLANNED DEVELOPMENT
OVERALL DEVELOPMENT EXHIBIT

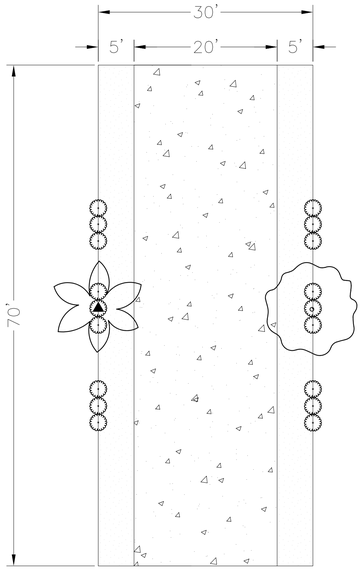
CITY OF HOLLY HILL — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21205
DESIGNED BY: MR
DRAFTED BY: JES
CHECKED BY: SH
DRAWING FILE: CP_21205-ODP V7
XREFS: XXXXX.DWG
XREFS: XXXXX.DWG

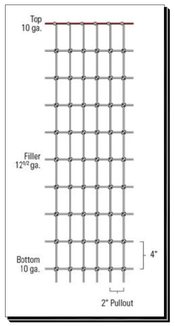
MELIA L. RUSSELL, P.E., NO.68357
NOT VALID WITHOUT SEAL

SHEET: EX1 OF 2

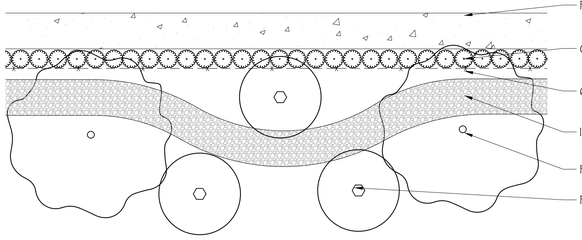
Attachment: Preliminary Development Plan (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

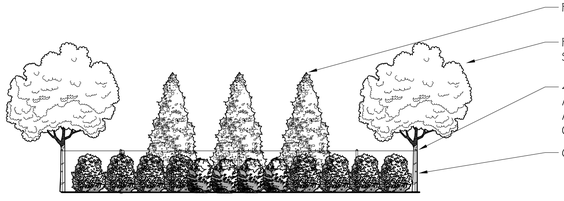


TYPICAL PAD
LANDSCAPE DESIGN



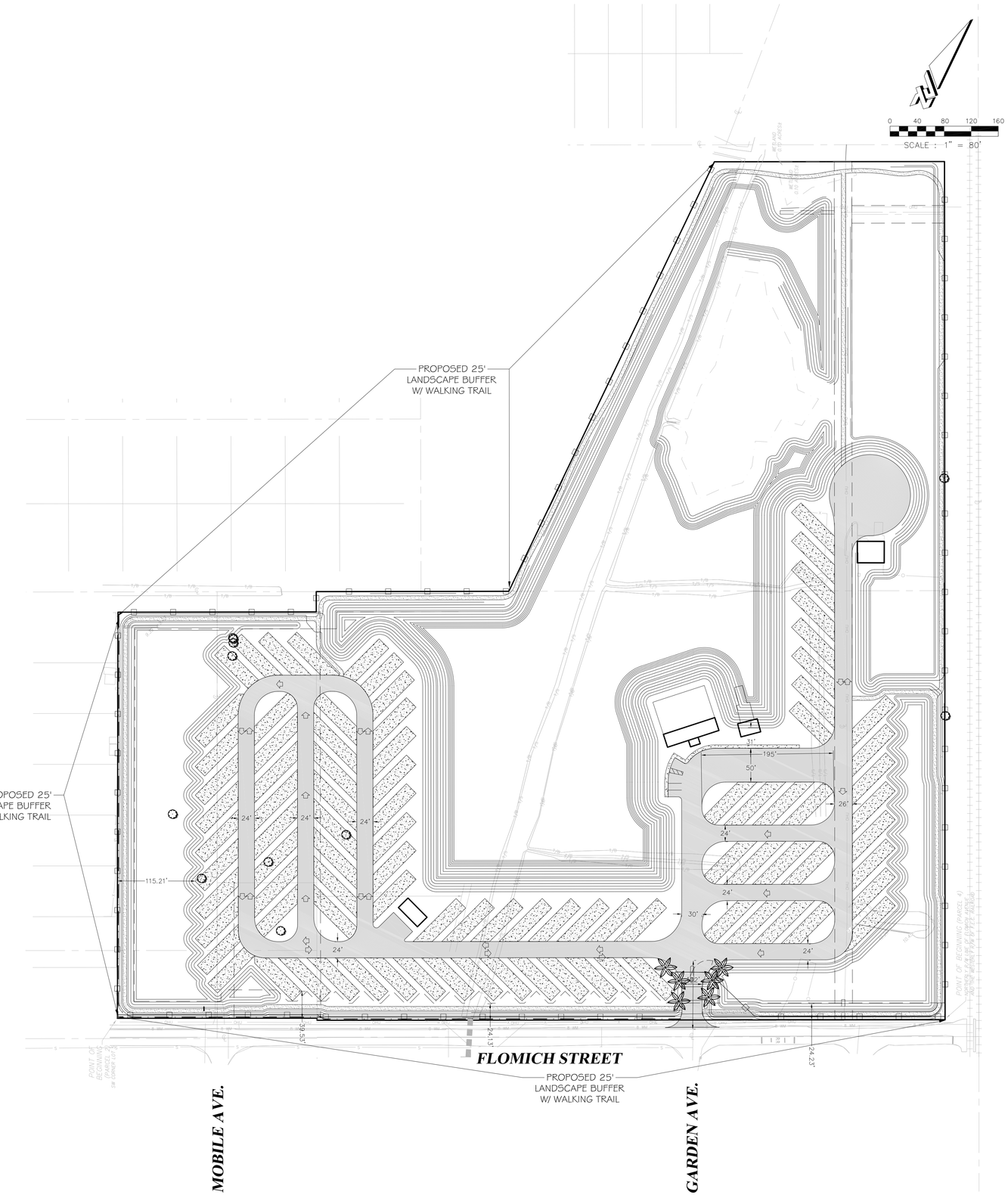
6' SQUARE
NO CLIMB FENCE





TYPICAL PAD
LANDSCAPE BUFFER

BUFFER REQUIREMENTS PER 100 L.F. TWO SHADE TREES, THREE UNDERSTORY TREES, AND A CONTINUOUS HEDGE.
NOTE: ADJACENT TO ALL RESIDENTIAL, FENCE WILL BE LOCATED ON THE PROPERTY LINE WITH LANDSCAPE INTERIOR, ADJACENT TO ALL PUBLIC R.O.W. THE PROPOSED FENCE WILL BE LOCATED BEHIND THE CONTINUOUS HEDGE. ALL TREES WILL HAVE A MINIMUM HEIGHT OF 8' AND A MINIMUM CALIPER OF 2". ALL SHRUBS WILL BE INSTALLED SUCH THAT WITHIN ONE YEAR OF PLANTING THEY WILL HAVE ATTAINED A MINIMUM HEIGHT OF 3'.
NOTE: PALM ARE NOT TO BE UTILIZED TO MEET THE BUFFER TREE REQUIREMENTS.



ZEV COHEN
& ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
DAYTONA BEACH, FL 32114
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC-642)
(EB-4016)

NO.	DATE	BY	SUBMITTALS / REVISIONS
01	7-14-22	JES	REVISED PER CITY COMMENTS 7/13/22

HOLLY HILL RV RESORT
PLANNED DEVELOPMENT
LANDSCAPE EXHIBIT

CITY OF HOLLY HILL
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 21205
DESIGNED BY: MR
DRAFTED BY: JES
CHECKED BY: SH
DRAWING FILE: CP_21205-ODP V7
XREF'S: XXXXX.DWG
XREF'S: XXXXX.DWG

MELIA L. RUSSELL, P.E., NO.68357
NOT VALID WITHOUT SEAL

SHEET: EX2 OF 2

Attachment: Preliminary Development Plan (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

DIVISION 13. PLANNED UNIT DEVELOPMENT (PUD) DISTRICT

Sec. 114-611. Scope.

This section shall apply to the planned unit development (PUD) districts.

(Ord. No. 2573, § 1(5.5.21A), 1-11-00)

Sec. 114-612. Purpose and intent.

The purpose and intent of the planned unit development (PUD) classification is to provide for integrated developments, which are consistent with the comprehensive plan, so as to promote a mixture of housing costs and types and economical and orderly development consisting of a single or of a mixture of compatible land uses. Further, it is intended that a proposed development be sensitive to existing adjacent and future land uses as depicted by the future land use map of the comprehensive plan, the natural environment and the impact upon supporting public infrastructure through such mechanisms as, but not limited to, the establishment of appropriate buffer areas between land uses, limitations upon the types of permissible uses and structures which are to be permitted in the development.

The PUD classification has been divided into five subclassifications. These subclassifications are agriculture PUD, residential PUD, business PUD, industrial PUD and mixed use PUD.

Agriculture use, as authorized by the agriculture PUD classification, may be viewed as an interim land use that does not significantly impact public services and facilities nor preclude eventual use of the land as prescribed in the city's comprehensive plan. Therefore, the agriculture PUD classification may be deemed to be consistent with any residential, commercial, industrial and institutional future land use designation of the comprehensive plan.

Further regulations applicable to all planned unit developments are located in section 114-771.

(Ord. No. 2573, § 1(5.5.21B), 1-11-00; Ord. No. 2618, § 1, 9-25-01)

Sec. 114-613. Permitted principal uses and structures.

The permitted principal uses and structures shall be those agreed upon by the city commission and are dependent upon which subclassification is requested.

(1) An agriculture planned unit development shall be indicated by an APUD. The permitted uses within an APUD may include the growing of vegetables, fruits, grains, nuts, herbs, spices, mushrooms, and ornamental plants for commercial purposes; the processing of agricultural products produced on the premises including, but not limited to, canning and juicing; the sale of agricultural products produced on the site, including the sale directly to individual consumers who may or may not pick or harvest the produce themselves; and the raising and/or keeping of limited numbers of certain types of animals as may be specifically authorized in an approved development agreement. In addition, limited sales of goods not produced on the premises may be permitted only to the extent specifically authorized in a development agreement provided such sales are incidental and subordinate to the production and sale of agricultural products produced on the premises. The following uses shall not be permitted: a) raising

Attachment: Chapter 114 - Division 13 (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

and/or keeping large animals including horses, burros, donkeys, cows and oxen, except as may be permitted in conjunction with an approved special event; b) raising and/or keeping roosters, peacocks and other crowing or "crying" fowl; c) kennels.

(2) A residential planned unit development shall be indicated by an RPUD. The permitted uses within an RPUD may be those found in any of the residential zoning classifications of this chapter, provided that said uses are listed in the development agreement and have been approved by the city commission.

(3) A business planned unit development shall be indicated by a BPUD. The permitted uses within a BPUD may be those found in any of the business zoning classifications of this chapter, provided that said uses are listed in the development agreement and have been approved by the city commission.

(4) An industrial planned unit development shall be indicated by an IPUD. The permitted uses within a [an] IPUD may be those found in any of the industrial zoning classifications of this chapter, provided that said uses are listed in the development agreement and have been approved by the city commission.

(5) A mixed use planned unit development shall be indicated by a [an] MPUD. The permitted uses within a [an] MPUD may consist of any of the uses as approved by the city commission.

(6) Other uses and structures of a similar nature to those listed, after determination by the city commission at the time of master development plan approval that such uses and structures are compatible with the pud development and the surrounding area.

(Ord. No. 2573, § 1(5.5.21C), 1-11-00; Ord. No. 2618, § 1, 9-25-01)

Sec. 114-614. Dimensional requirements.

(1) *Minimum project size:*

Area:

a. Agriculture PUD: Eight acres.

b. Residential PUD: Two acres.

c. Business and Industrial PUD: No minimum.

d. Mixed Use PUD: One acre.

(2) *Minimum lot area and yard requirements:* Minimum lot sizes, width, and yard areas shall be described in the development agreement. In determining yard sizes, the city commission shall consider whether or not the proposed PUD will adversely affect adjoining properties. Factors which may be considered in determining yard sizes include, but are not limited to, existing and future land uses, lot size, and buffer requirements.

(3) *Density:* The total number of dwelling units per acre of land shall be calculated and described in the development agreement.

(Ord. No. 2573, § 1(5.5.21D), 1-11-00; Ord. No. 2618, § 1, 9-25-01; Ord. No. 2794, § 1, 4-10-07)

Sec. 114-615. Landscape buffer requirements.

The location, width and composition of landscaped buffers shall be determined with consideration of existing and probable future uses in the project and in the surrounding area. They shall be described in the development agreement.

(Ord. No. 2573, § 1(5.5.21E), 1-11-00)

Attachment: Chapter 114 - Division 13 (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

Sec. 114-616. Off-street parking and loading requirements.

Off-street parking and loading spaces meeting the requirements of section 90-241 shall be constructed. If no parking requirements are prescribed in section 90-241 for a proposed use, the development agreement shall include a requirement for such proposed use. The city commission may allow a reduced number of parking spaces provided such reduction is justified by substantial competent evidence. Any modifications to said requirements, which may be granted by the city commission shall be described in the development agreement.

(Ord. No. 2573, § 1(5.5.21F), 1-11-00; Ord. No. 2618, § 1, 9-25-01)

Sec. 114-617. Traffic impact analysis report.

(1) *Purpose.* The traffic impact analysis report is designed to identify the traffic impacts and problems which are likely to be generated by a proposed use because of size, density, traffic generation rates, or location. The report will also identify all improvements required to ensure safe ingress and egress from a proposed development, maintenance of adequate street capacity, and elimination of hazardous conditions and improvements necessary for immediately surrounding roadways and intersections as a result of the property development.

(2) *Thresholds for traffic impact analysis report.* A traffic impact analysis report shall be required, unless waived by the city commission, for any use which will generate in excess of 1,000 trips per day according to rates published by the Institute of Transportation Engineers "Trip Generation Manual" (latest edition) or the Florida Department of Transportation, or according to rates documented by study and agreed to prior to use by the city commission. The contents of the traffic impact analysis report shall meet the requirements of section 114-772.

(Ord. No. 2573, § 1(5.5.21G), 1-11-00)

Sec. 114-618. Types of signs permitted.

Signs will be permitted in accordance with article X of this chapter. For agriculture PUDs, the number, size and location of all signs shall be prescribed in the development agreement.

(Ord. No. 2573, § 1(5.5.21H), 1-11-00; Ord. No. 2618, § 1, 9-25-01)

Secs. 114-619, 114-620. Reserved.

Attachment: Chapter 114 - Division 13 (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

Sec. 114-771. Planned unit development regulations.

(a) *Application of regulations.* The following regulations apply to all planned unit developments (PUD's) unless the specific type (i.e., APUD, RPUD, MPUD, BPUD, or IPUD) is otherwise referenced.

(b) *Unified ownership.* All land within the PUD shall be under the ownership of one person, either by deed, agreement for deed or contract for purchase. PUD applicants shall present either an opinion of title by an attorney licensed in Florida or a certification by an abstractor or a title company, authorized to do business in Florida, that, at the time of initial application, unified ownership of the entire area within the proposed PUD is in the applicant, or contract seller. Unified ownership shall thereafter be maintained until after the recording of the master development plan or final plat.

(c) *Commercial uses in an MPUD.* Commercial uses and structures shall be located and designed primarily to serve the needs of the MPUD residents. Commercial areas should normally be located in an area accessible only from streets within the MPUD. When commercial uses or structures are approved as part of a [an] MPUD, the commercial operation shall not begin until certificates of occupancy have been issued for all dwelling units in the total project, unless otherwise provided in the development agreement.

(d) *Utility distribution lines.* All utility distribution lines within the PUD shall be located underground; however, those appurtenances requiring above ground installations may be exempted by the city commission.

(e) *Open space requirements.* Sixty percent of an RPUD project or the residential portion of a [an] MPUD containing residential uses shall be open space. A minimum of 35 percent of the open space shall be designated as common open space. Common open space shall meet the following standards:

(1) It shall be dedicated to and usable by all residents of the RPUD/MPUD. Its location, shape, size and character shall be illustrated on the master development plan.

(2) Maintenance guarantees shall be approved by the city commission.

(f) *Procedure for rezoning to PUD.*

(1) *Pre-application stage.* A pre-application meeting is required before a PUD rezoning application can be accepted. After the pre-application meeting, a sketch plan may be submitted for review and comment prior to filing the application for rezoning.

a. *Pre-application meeting.* The pre-application meeting is intended to provide an opportunity for an informational exchange between the applicant and the administrative staff. It will be arranged by the development code administrator. No fee shall be charged. The applicant need not submit any plans or other information; however, the more information, such as sketch plans, proposed land uses, site information, adjacent land uses, and proposed density, that the applicant does submit, the more complete the responsive comment can be. As a minimum, the applicant will be advised of the usual procedures and requirements. Forms, application materials, guidelines, checklists, copies of the comprehensive plan, and of the zoning and subdivision regulation, will be made available at a reasonable cost.

b. *Sketch plan.* After the pre-application meeting, a sketch plan may be submitted to the development code administrator. If submitted, written comments on the sketch plan shall be made by the development code administrator and any other interested departments within 30 days. The development code administrator shall coordinate this review. If submitted, a sketch plan shall indicate general land use categories and the approximate height, location, architectural character and density of dwellings, and other structures. The sketch plan shall also show the tentative major street layout, approximate street widths, sites of schools, open space areas and parks, existing structures, waterways, wooded areas, wetlands, floodplain areas (if applicable),

Attachment: Chapter 114-771 - PD Regulations (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

total acreage and existing zoning. Finally, it shall include a vicinity map, and any other information deemed appropriate by the applicant.

c. *Written comments.* Written comments on the sketch plan are informational only and are subject to change after a more detailed review of the rezoning application.

(4) *BPUD, IPUD or MPUD application stage.* An application for rezoning to BPUD, IPUD or MPUD, together with a master development plan (MDP) and such application fees as are set at the pre-application meeting, shall be submitted to the planning and zoning department. If an applicant for rezoning desires concurrent review under the land development regulations, he shall so state at the time of application and shall submit any additional information required by those regulations. The master development plan shall consist of a preliminary plan and a written development agreement. Those documents shall include the following information:

a. *Preliminary plan exhibits.* The preliminary plan shall be drawn to an appropriate engineers scale to include the location and boundary of the site referenced by the legal description and boundary survey; the date the plan was drawn, its scale, and a north arrow; and the name, address and telephone number of the developer and his professional project engineers, architects and planners. In addition, the preliminary plan shall include all of the following, if applicable:

i. The approximate size and location of all proposed buildings and other structures, the specified use of buildings and structures may be indicated, if known.

ii. Generalized off-street parking and loading plans, including circulation plans for vehicular movement.

iii. Driveway and access controls, including number and approximate location of driveways.

iv. Approximate location, size and description of open spaces, landscaped areas, or buffers.

v. Approximate location and size of all easements, rights-of-way, or drainage facilities and structures.

vi. Approximate boundary lines and dimensions of parcels proposed to be subdivided.

vii. The general topography and physical conditions of the site, including features such as waterbodies, wooded areas, wetland areas, vegetation types, soils, 100-year floodplain areas, and steep grades or depressions on the site.

viii. General location of signs.

ix. Any other conditions of development, specifications, limitations, constraints, standards or proposed physical features not specifically included in items a. through h. above.

b. *Written development agreement.* In addition to a preliminary plan, a written development agreement shall be prepared, following a general format supplied by the Development Code Administrator at the pre-application meeting. The development agreement, along with the preliminary plan, shall govern the development of the BPUD, MPUD or IPUD and shall regulate the future use of the land. The development agreement shall include the following information:

i. Evidence of unified ownership and control.

ii. Statement agreeing to:

iii. Proceed with the proposed development according to all regulations;

iv. Provide appropriate performance and maintenance guarantees;

Attachment: Chapter 114-771 - PD Regulations (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

v. Following all other provisions of this chapter to the extent not expressly inconsistent with the written development agreement, and bind the applicant's successors in title to his commitments.

vi. A listing of the land uses agreed upon in each component of the BPUD, MPUD or IPUD.

vii. Maximum building heights.

viii. Minimum building spacing and floor areas.

ix. Lot sizes, yard areas, and buffer areas, including perimeter buffers.

x. Statement regarding ingress/egress controls to the site.

xi. Statement regarding any road improvements to be made and the thresholds for the traffic impact analysis.

xii. Statement regarding the disposition of sewage and stormwater, and arrangements for potable water.

xiii. When the BPUD, MPUD or IPUD is planned for phase development, a schedule of the phases.

xiv. The proposed language of any covenants, easements or other restrictions.

xv. Any additional information or statements subsequently deemed necessary by any reviewing department or agency.

(g) *Post-approval stage.*

(1) *Recording MDP.* After city commission approval of the rezoning application to PUD, the preliminary plan, and the written development agreement, both signed by the mayor and attested by the city manager, shall be recorded in the public records of Volusia County, Florida, at the expense of the applicant.

(2) *Final site plan approval.* After the MDP is recorded, a final site plan shall be prepared, submitted, reviewed and approved in the manner required by the land development regulations. If the PUD includes a subdivision required to comply with the land development regulations, preliminary and final plats of the subdivision portion may be submitted in lieu of the final site plan, for review and approval as governed under the land development regulations.

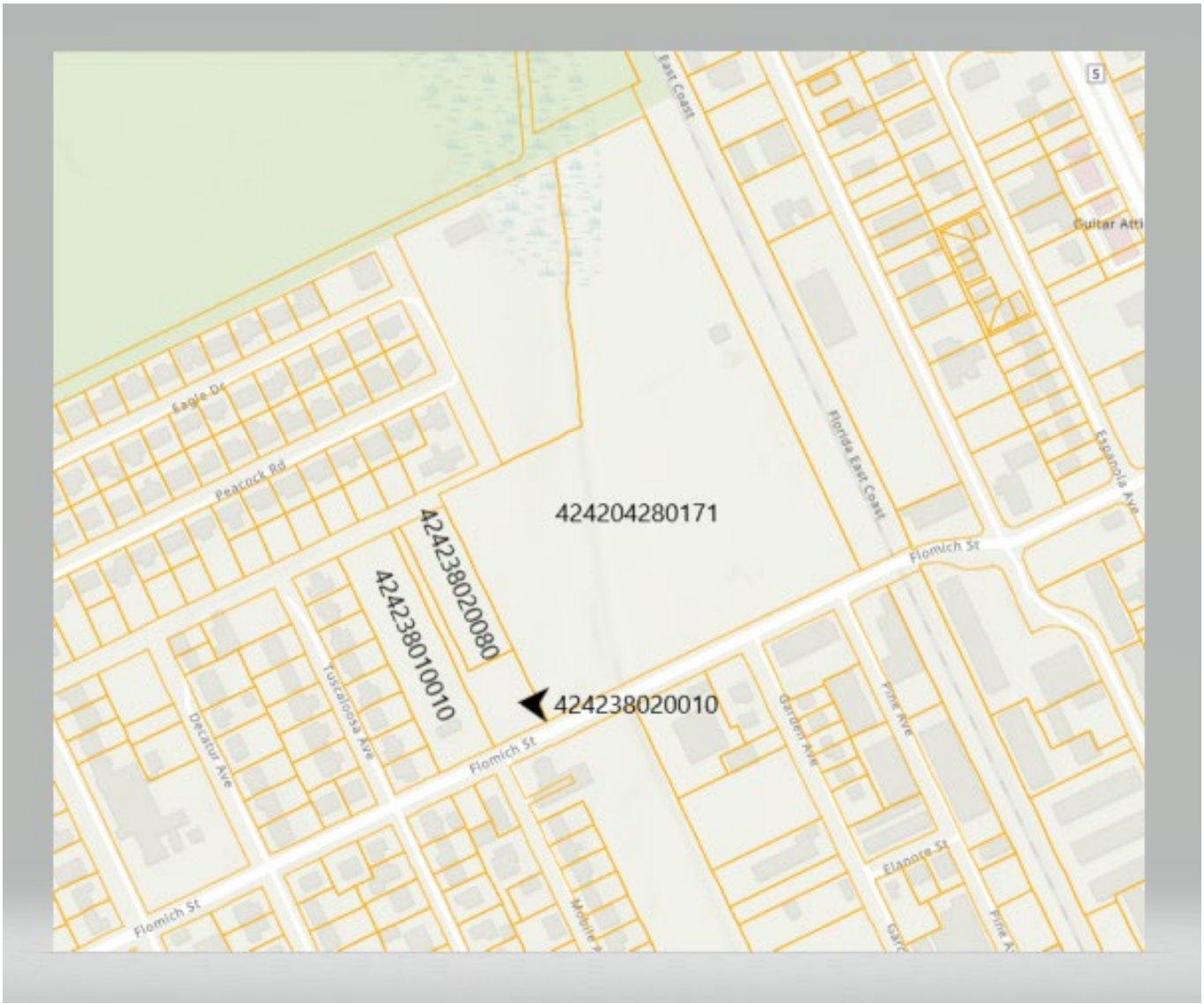
(3) *Construction.* During construction, the zoning enforcement official shall enforce compliance with the approved final site plan or the final plat.

(4) *Amendments.* Minor amendments to the preliminary plan not violating any terms of the written development agreement and not altering the intent and purpose of the MDP may be approved by the development code administrator after such departmental comment as he deems appropriate.

(Ord. No. 2573, § 2(5.6.21), 1-11-00; Ord. No. 2618, § 2, 9-25-01)

Attachment: Chapter 114-771 - PD Regulations (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

EXHIBIT "A"



Location Map

Attachment: Exhibit B - Boundary & Legal Description (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

VOLUSIA COUNTY PROPERTY APPRAISER
LARRY BARTLETT, JD, CFA
WE VALUE VOLUSIA

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3197739 **Parcel ID: 424238010010**
SHEPARD KAY B ET ALS **504 FLOMICH ST, HOLLY HILL, FL**

Parcel Summary

Alternate Key:	3197739
Parcel ID:	424238010010
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	38 - 01 - 0010
Owner(s):	SHEPARD KAY B ET ALS - - 100
Mailing Address On File:	1111 LIMERICK DR WATKINSVILLE GA 30677
Physical Address:	504 FLOMICH ST, HOLLY HILL 32117
Property Use:	0000 - VACANT RES
Tax District:	203-HOLLY HILL
2020 Certified Millage Rate:	19.817
Neighborhood:	2707
Business Name:	
Subdivision Name:	
Homestead Property:	No

Attachment: Exhibit C - Property Appraiser's Info Sheets (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

VOLUSIA COUNTY PROPERTY APPRAISER
LARRY BARTLETT, JD, CFA
WE VALUE VOLUSIA

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3197828 **Parcel ID: 424238020010**
SHEPARD KAY ETAL **MOBILE AVE, HOLLY HILL, FL**

Parcel Summary

Alternate Key:	3197828
Parcel ID:	424238020010
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	38 - 02 - 0010
Owner(s):	SHEPARD KAY ETAL - - 100
Mailing Address On File:	1111 LIMERICK DR WATKINSVILLE GA 30677
Physical Address:	MOBILE AVE, HOLLY HILL 32117
Property Use:	0000 - VACANT RES
Tax District:	203-HOLLY HILL
2020 Certified Millage Rate:	19.817
Neighborhood:	2707
Business Name:	
Subdivision Name:	
Homestead Property:	No

Attachment: Exhibit C - Property Appraiser's Info Sheets (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

VOLUSIA COUNTY PROPERTY APPRAISER
LARRY BARTLETT, JD, CFA
WE VALUE VOLUSIA

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3197836 **Parcel ID: 424238020080**
SHEPARD KAY B **MOBILE AVE, HOLLY HILL, FL**

Parcel Summary

Alternate Key:	3197836
Parcel ID:	424238020080
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	38 - 02 - 0080
Owner(s):	SHEPARD KAY B - TIC - Tenancy in Common - 33.33 BISHOP WILLIAM T - TIC - Tenancy in Common - 33.33 BISHOP G ROBERT - TIC - Tenancy in Common - 33.33
Mailing Address On File:	1741 EXPERIMENT STATION RD WATKINSVILLE GA 30677
Physical Address:	MOBILE AVE, HOLLY HILL 32117
Property Use:	0000 - VACANT RES
Tax District:	203-HOLLY HILL
2020 Certified Millage Rate:	19.817
Neighborhood:	2707
Business Name:	
Subdivision Name:	
Homestead Property:	No

Attachment: Exhibit C - Property Appraiser's Info Sheets (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

VOLUSIA COUNTY PROPERTY APPRAISER
LARRY BARTLETT, JD, CFA
WE VALUE VOLUSIA

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 6231133 **Parcel ID: 424204280171**
FLOMICH PROPERTIES LLC **490 FLOMICH ST, HOLLY HILL, FL**

Parcel Summary

Alternate Key:	6231133
Parcel ID:	424204280171
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	04 - 28 - 0171
Owner(s):	FLOMICH PROPERTIES LLC - - 100
Mailing Address On File:	1741 EXPERIMANT STATION RD WATKINSVILLE GA 30677
Physical Address:	490 FLOMICH ST, HOLLY HILL 32117
Property Use:	4800 - WAREH/DIST TERM
Tax District:	203-HOLLY HILL
2020 Certified Millage Rate:	19.817
Neighborhood:	7252
Business Name:	
Subdivision Name:	
Homestead Property:	No

Attachment: Exhibit C - Property Appraiser's Info Sheets (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

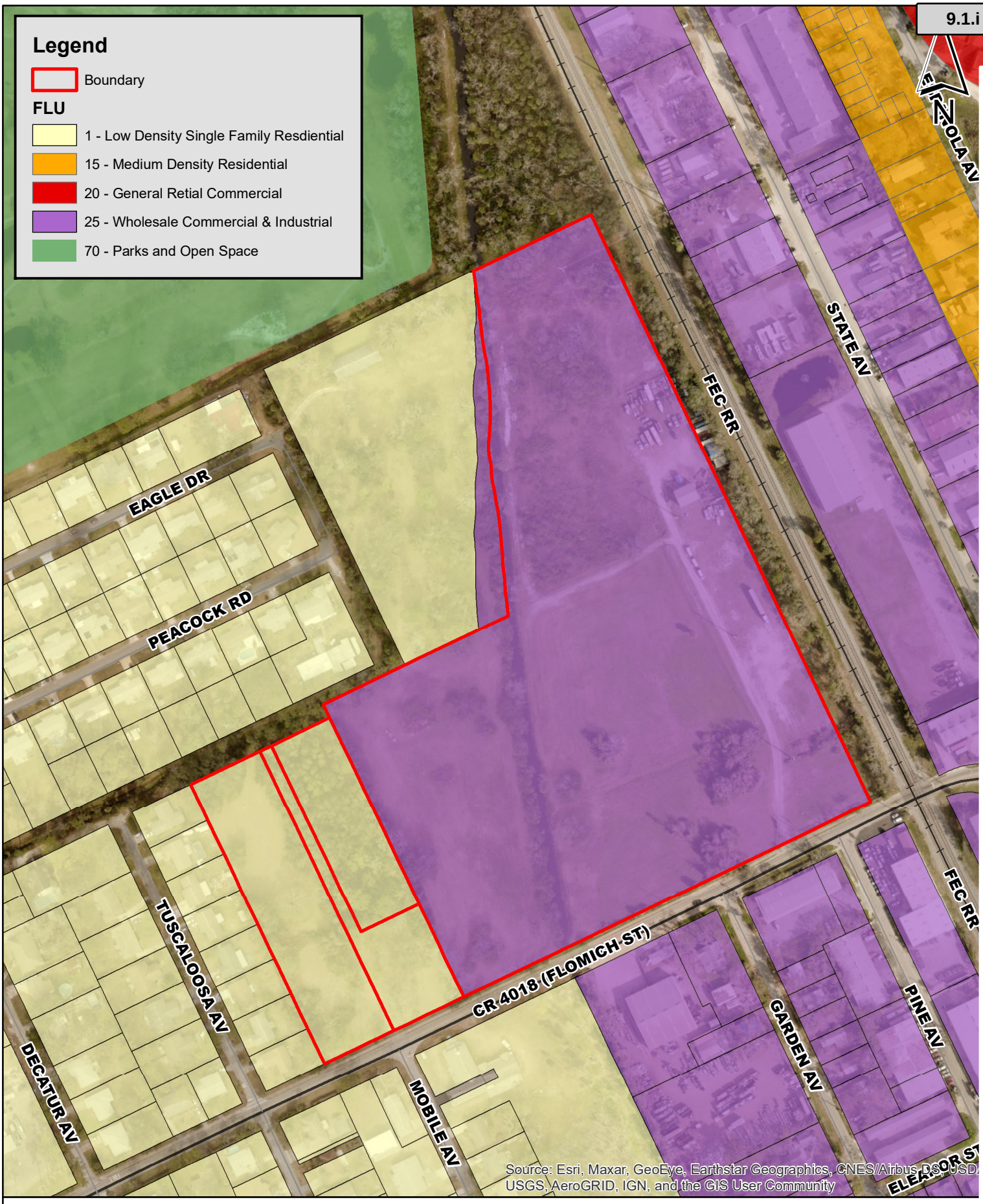
Attachment: Exhibit D - Aerial Map (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

Date Saved: 10/27/2021 Created by: jdurant
Path: Z:\PROJECTS\2021\21205 Holly Hill RV Resort\Aerial Map.mxd

210 105 0 210 Feet

Aerial Map
Holly Hill RV Resort
Volusia County, Florida

ZEVCOHEN & ASSOCIATES IN
300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-6



Attachment: Exhibit E - Future Land Use Map (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

Date Saved: 11/1/2021 Created by: ghayworth
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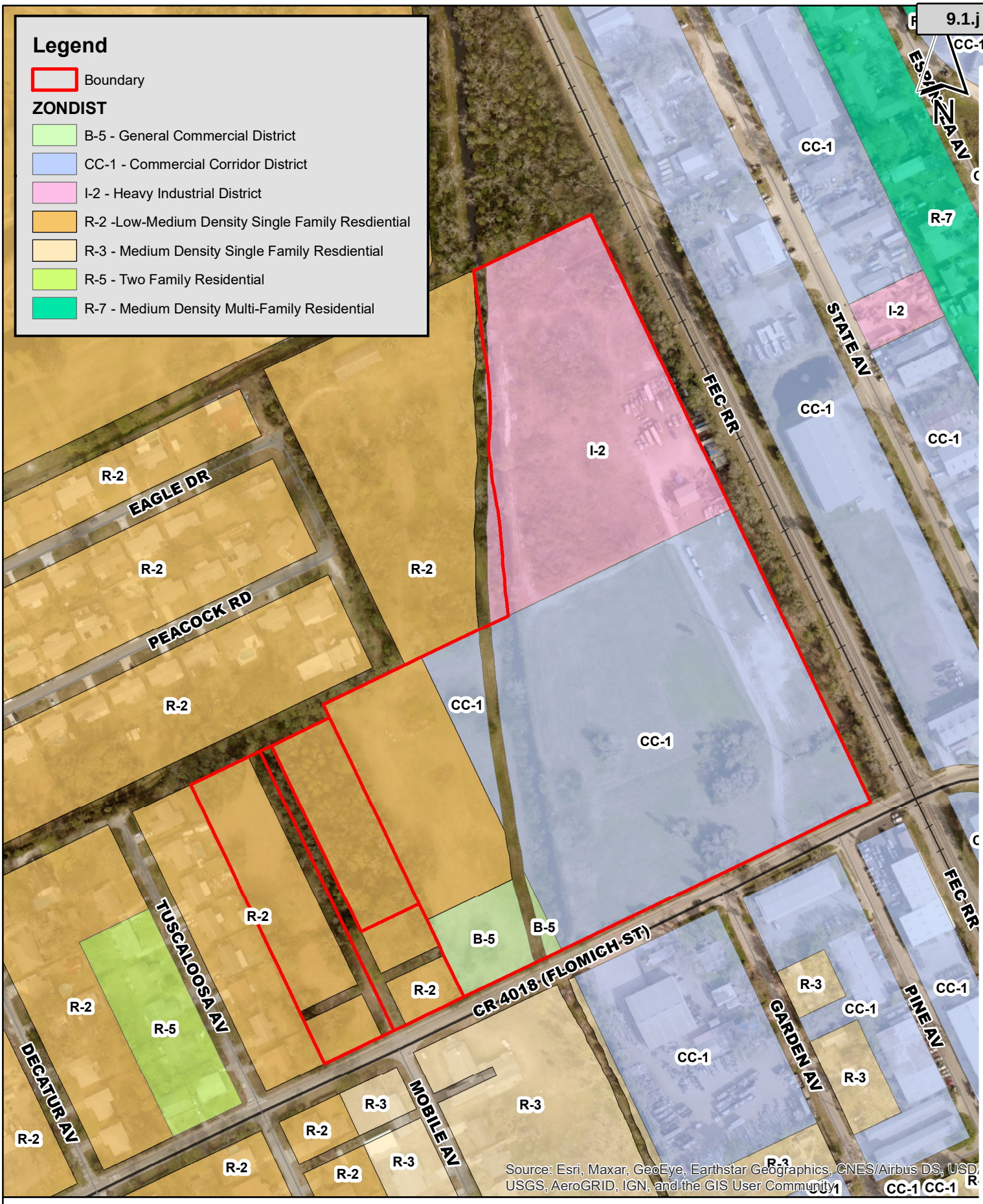
240 120 0 240 Feet

Future Land Use Map
Holly Hill RV Resort
Volusia County, Florida

ZEVCOHEN & ASSOCIATES IN
300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-6



Attachment: Exhibit F - Current Zoning Map (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

Date Saved: 11/1/2021 Created by: ghayworth
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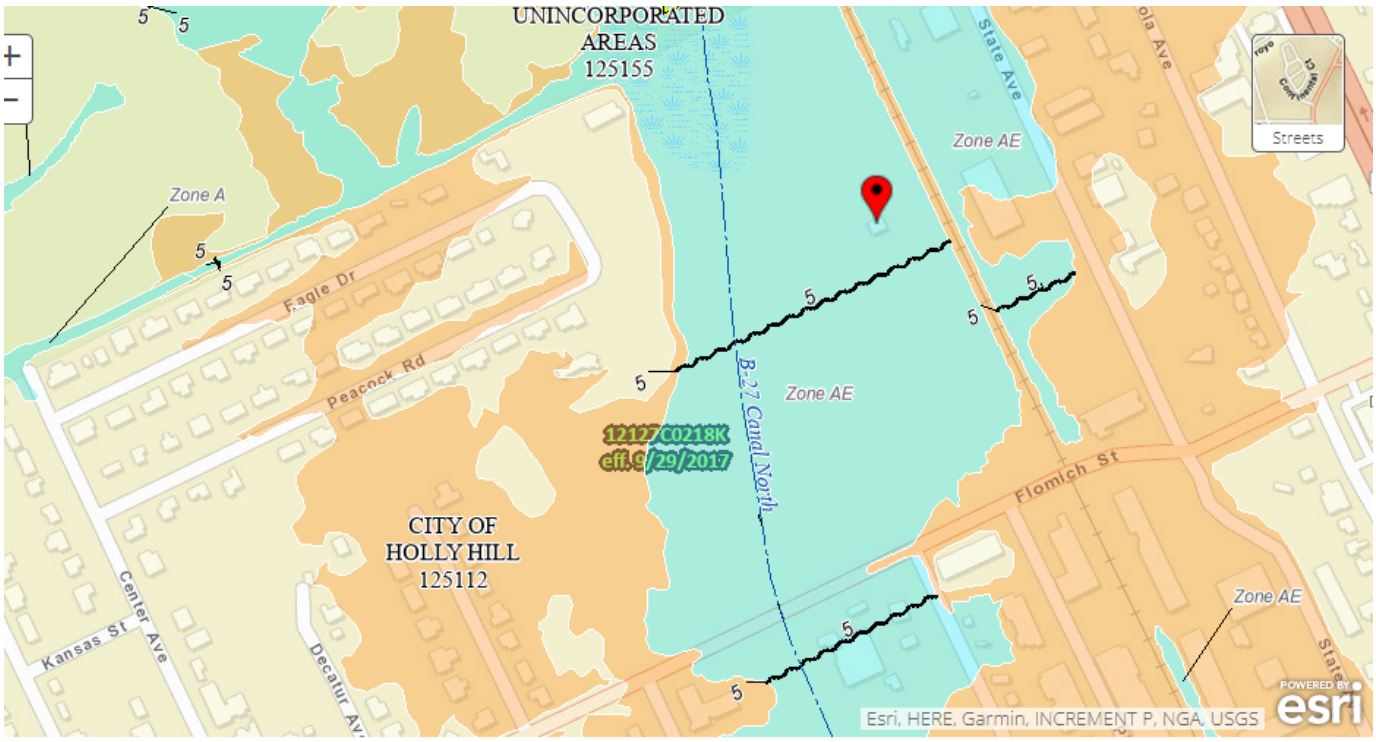
Zoning Map
Holly Hill RV Resort
Volusia County, Florida

ZEVCOHEN & ASSOCIATES INC
300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-6

EXHIBIT "G"



PIN
Approximate location based on user input and does not represent an authoritative property location

MAP PANELS
Selected FloodMap Boundary
Digital Data Available
No Digital Data Available
Unmapped

OTHER AREAS
NO SCREEN Area of Minimal Flood Hazard Zone X
Effective LOMRs
Area of Undetermined Flood Hazard Zone D
Otherwise Protected Area
Coastal Barrier Resource System Area

SPECIAL FLOOD HAZARD AREAS
Without Base Flood Elevation (BFE) Zone A, V, A99
With BFE or Depth
Regulatory Floodway Zone AE, AO, AH, VE, AR

OTHER AREAS OF FLOOD HAZARD
0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
Future Conditions 1% Annual Chance Flood Hazard Zone X
Area with Reduced Flood Risk due to Levee. See Notes. Zone X
Area with Flood Risk due to Levee Zone D

OTHER FEATURES
20.2 Cross Sections with 1% Annual Chance
17.5 Water Surface Elevation
Coastal Transect
Base Flood Elevation Line (BFE)
Limit of Study
Jurisdiction Boundary
Coastal Transect Baseline
Profile Baseline
Hydrographic Feature

GENERAL STRUCTURES
Channel, Culvert, or Storm Sewer
Levee, Dike, or Floodwall

Flood Map

Attachment: Exhibit G - Flood Map (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

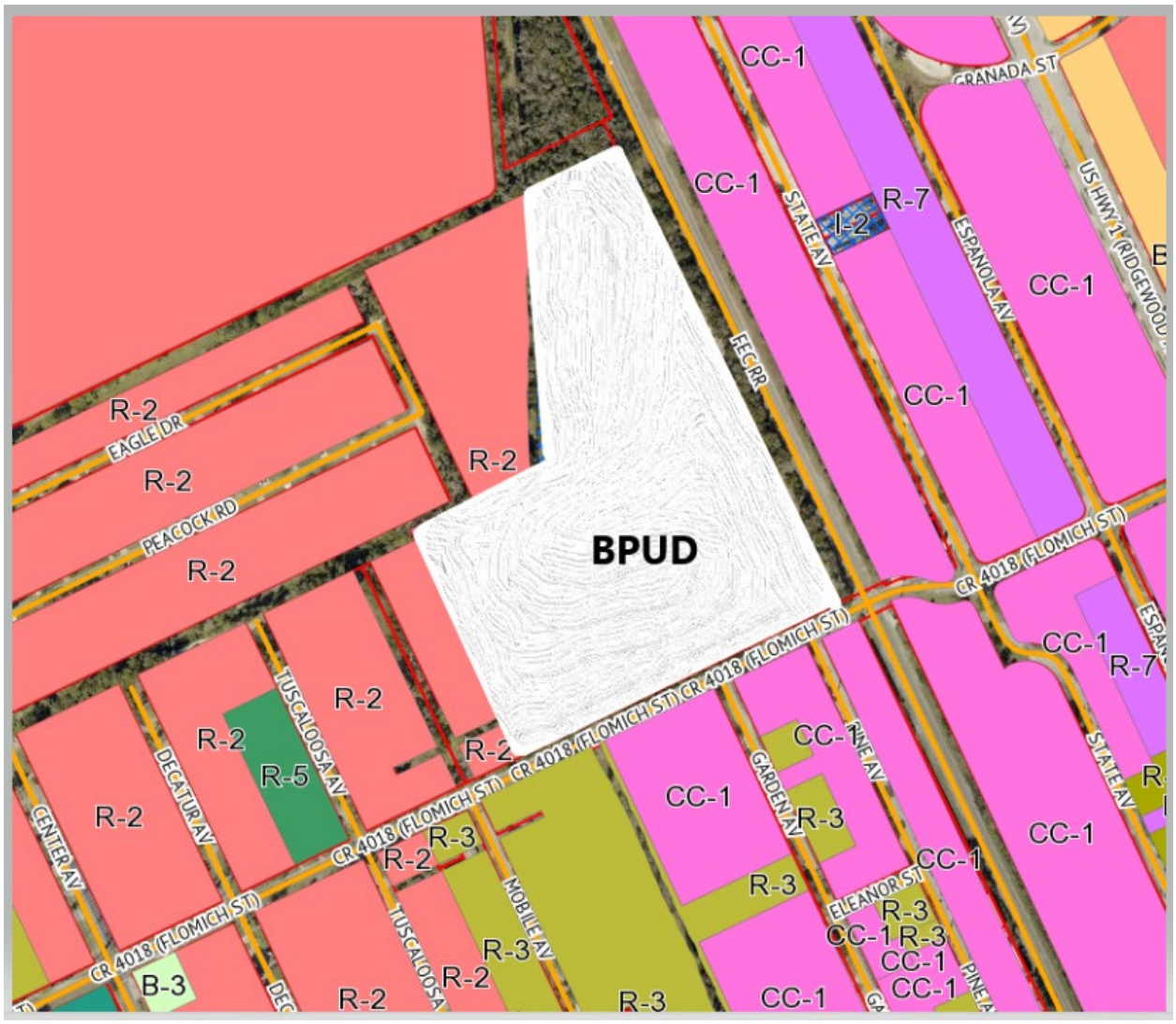
Attachment: Exhibit H - Wetlands and Surface Waters Map (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

Wetlands and Surface Waters Map
Holly Hill RV Resort
Volusia County, Florida

Date Saved: 10/27/2021 Created by: jdurant
Path: Z:\PROJECTS\2021\21205 Holly Hill RV Resort\Wetlands and Surface Waters Map.mxd

210 105 0 210 Feet

ZEVCOHEN & ASSOCIATES IN
300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-6



Proposed Zoning - BPUD

Attachment: Proposed Zoning Map - BPUD (2022-O-3053 : Holly Hill RV Park BPUD Rezone)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **August 23, 2022**
FROM: **Brian Walker**
SUBJECT: **732 Avondale Avenue - Request a Variance from the Requirements of Sec. 114-765 – Schedule of Dimensional Requirements, Requiring that Principal Structures in the R-3 (Single-Family) Zoning District be a Minimum of Twenty-Feet (20') from the Rear Property Line. Such Request is Made in Order to Build a 293 Square Feet Screen Room Addition Onto the South Side of the Existing House. the Request is Made for Property Located on the West Side of Avondale Avenue, Approximately 180 Feet South of 8Th Street, and More Particularly Known as 732 Avondale Avenue.**
NUMBER: **(ID # 3862)**
APPLICANT: **Gladys Silva**
PLANNER: **Brian Walker**

INTRODUCTION

732 Avondale Avenue - Request a variance from the requirements of Sec. 114-765 - Schedule of dimensional requirements, requiring that principal structures in the R-3 (Single-Family) zoning district be a minimum of twenty-feet (20') from the rear property line. Such request is made in order to build a 293 square feet screen room addition onto the south side of the existing house. The request is made for property located on the west side of Avondale Avenue, approximately 180 feet south of 8th Street, and more particularly known as 732 Avondale Avenue; V-2022-02 (Gladys Silva, Applicant) (Brian Walker, Community Development Director).

BACKGROUND

- The parcel is part of the Mason Carswell's Plat originally filed in Map Book 2 Page 90, on May 10, 1883.
- The lot contains a home originally built in 1925.
- The property under consideration is zoned R-3 (Single-Family), and has a Low Density Single-Family Residential future land use.
- The rear of the property (west side) abuts a commercial parking lot zoned CC-1.
- The existing home sits on the rear property line and does not have a rear yard.
- The property owner would like to build a screen room addition onto the existing home but is unable to meet the 20' rear setback as required by Sec. 114-765 - Schedule of

dimensional requirements.

- On June 1, 2022, the property owner applied for a rear yard setback variance.

DISCUSSION

The homeowner at 732 Avondale Avenue would like to build a 293 square foot screen room addition on the south side of the existing home. The existing home was built in 1925 and does not have a back-yard. The applicant would like the screen room to be built along the entire length of the home's south side. However, in order to do so, the screen-room - like the main home - would not meet the 20-foot rear setback from the property line, as required by Sec. 114-765 - Schedule of dimensional requirements. Therefore, the applicant has applied for a variance.

Should the variance request be granted, the applicant will be permitted to build a 293 square-foot screen room on the rear property line. Should the variance request be denied, the applicant will not be permitted to build the 293 square-foot screen room in the proposed location.

REQUESTED VARIANCE

Request a variance from the requirement of Sec. 114-765 - Schedule of dimensional requirements, requiring that principal structures in the R-3 (Single-Family) zoning district be a minimum of twenty-feet (20') from the rear property line.

In order to grant the variance request, the commission must find that the request meets the requirements of Sec. 82-317.

VARIANCE CRITERIA - Sec. 82-317

CRITERIA No. 1:

That special conditions and circumstances exist which are peculiar to the land, structure or building involved, as distinguished from the applicant himself, and which are not applicable to other lands, structures or buildings in the same zoning district:

FINDINGS OF FACT No. 1:
The home on the property was built in 1925 and placed on the rear property line. There is no back-yard. There are 23 homes on Avondale Avenue and the subject home is one of 6 on the street that do not have a rear yard.

Criteria met? *Yes*

CRITERIA No. 2:

That the special conditions and circumstances do not result from the actions of the applicant:

FINDINGS OF FACT No. 2:
The home on the property was built in 1925 and placed on the rear property line. The parcel is part

of a lot that was platted in 1883. The original lot was 300 feet long by 100 feet wide. Even if the original lot existed today in the same form as it did over 100 years ago, the existing home would still be directly on the rear property line. The home was also built at its current location prior to the existence of the City's Land Development Regulations.

Criteria met? *Yes*

CRITERIA No. 3:

That granting the variance requested will not confer on the applicant any special privilege that is denied by this subpart to other lands, buildings or structures in the same zoning district:

FINDINGS OF FACT No. 3:
Granting the variance will not confer a special privilege on the applicant. The applicant requests the variance in order to build a screen room on the existing home. This is a permitted use in the zoning district.

Criteria met? *Yes*

CRITERIA No. 4:

That a literal interpretation of the provisions of this subpart would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this subpart, and would work an unnecessary and undue hardship on the applicant:

FINDINGS OF FACT No. 4:
A literal interpretation of the provisions of this subpart would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this subpart, and would work an unnecessary and undue hardship on the applicant.

Criteria met: *Yes*

CRITERIA No. 5:

That the variance granted is the minimum variance necessary to make possible the reasonable use of the land, building or structure:

FINDINGS OF FACT No. 5:
The screen room is approximately 293 square feet and is designed to be compatible with the dimensions and access points of the existing home. Other locations for the screen room were considered - such as the front of the house - but cannot be reasonably worked out, and would require a different type of variance. Therefore, the requested variance is the minimum necessary to make reasonable use of the property.

Criteria met? *Yes*

CRITERIA No. 6:

That the grant of the variance will be in harmony with the general intent and purpose of this subpart and the city's comprehensive plan, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare:

FINDINGS OF FACT No. 6:
Granting the variance is in harmony with the general intent and purpose of the Comprehensive Plan and will not be injurious to the area involved or otherwise detrimental to the public welfare.

Criteria met? *Yes*

FINDINGS OF FACT

Staff finds that the applicant has met all of the criteria as stated above to grant the requested variance.

ADDITIONAL INFORMATION

Sec. 82-320. - Expiration.
A variance shall begin to serve the purpose for which it was granted within 18 months following the granting action by the city commission and shall otherwise become void. However, a shorter period of time may be stipulated by the city commission in an individual case as a condition imposed pursuant to Section 82-316.

BOARD OF PLANNING AND APPEALS RECOMMENDATION

At its meeting on Monday, August 8, 2022, the Board of planning and Appeals voted unanimously to recommend approval of the requested variance.

STAFF RECOMMENDATION

Staff recommends approval of a rear yard setback variance from the requirements of Sec. 114-765 - Schedule of dimensional requirements, from twenty-feet (20 feet) to zero feet (0 feet), to allow the construction of a 293 square-foot attached screen room addition, on the south side of the existing home, located on the west side of Avondale Avenue, approximately 180 feet south of 8th Street, and more particularly known as 732 Avondale Avenue.

- PA Info Page(PDF)
- Application and Survey (PDF)
- Sketch of Screen Room Area (PDF)
- Parking lot behind the home that would abut the screen room (PDF)
- Location Map (PDF)
- Pictures (PDF)

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3206860 **Parcel ID: 424260010010**
SILVA GLADYS **732 AVONDALE AVE, HOLLY HILL, FL**

Parcel Summary

Alternate Key:	3206860
Parcel ID:	424260010010
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	60 - 01 - 0010
Owner(s):	SILVA GLADYS - FS - Fee Simple - 100
Mailing Address On File:	72 CLIFFORD ST NEWARK NJ 07105 1907
Physical Address:	732 AVONDALE AVE, HOLLY HILL 32117
Property Use:	0100 - SINGLE FAMILY
Tax District:	203-HOLLY HILL
2021 Certified Millage Rate:	19.817
Neighborhood:	2212
Business Name:	
Subdivision Name:	
Homestead Property:	No

Attachment: PA Info Page (3862 : 732 Avondale Avenue - Variance Request)

V#_____

HOLLY HILL
FLORIDA

1065 Ridgewood Avenue, Holly Hill, FL 32117
TELEPHONE: (386) 248-9442 PERMITDESK@HOLLYHILLFL.ORG

VARIANCE

COMPLETE APPLICATION PACKET MUST BE SUBMITTED BY APPLICATION DUE DATE IN ORDER TO MEET THE DEADLINE FOR THE DESIRED MEETING

PROPERTY

PARCEL ID #: 4242600 10010

ADDRESS: 732 Avondale Avenue

TOTAL ACREAGE: 5,280
RESIDENTIAL

USE OF PROPERTY: ☒ RESIDENTIAL ☐ NON-

ZONING: Residential

FUTURE LAND USE: Single family home

TYPE OF STRUCTURE: ☐ SHED ☐ FENCE ☐ POOL ☒ SCREEN ENCLOSURE ☐ ADDITION ☐ SINGLE FAMILY HOME

DESCRIPTION OF STRUCTURE:

TYPE OF VARIANCE:			
☐	FRONT YARD SETBACK	REQUIRED: _____ FT.	PROPOSED: _____ FT.
☐	SIDE YARD SETBACK	REQUIRED: _____ FT.	PROPOSED: _____ FT.
☐	SIDE STREET SETBACK	REQUIRED: _____ FT.	PROPOSED: _____ FT.
☒	REAR YARD SETBACK	REQUIRED: 20 FT.	PROPOSED: 3 FT.
☐	MINIMUM LOT SIZE	REQUIRED: _____ SQ. FT.	ACTUAL: _____ SQ. FT.
☐	WIDTH AT BUILDING LINE	REQUIRED: _____ FT.	ACTUAL: _____ FT.
☐	HEIGHT	REQUIRED: _____ FT.	PROPOSED: _____ FT.

IS THIS REQUEST FOR A STRUCTURE THAT HAS ALREADY BEEN BUILT? ☐ YES ☒ NO

IS THE PROPERTY AVAILABLE FOR INSPECTION WITHOUT APPOINTMENT? ☒ YES ☐ NO

OWNER

NAME: Gladys Silva

COMPANY:

ADDRESS: 88 Pennington Street

CITY: Newark

STATE: NJ

ZIP: 07105

PHONE: 973-508-0392

EMAIL: gladysfsilva@hotmail.com

Attachment: Application and Survey (3862 : 732 Avondale Avenue - Variance Request)

V#_____

HOLLY HILL
FLORIDA

1065 Ridgewood Avenue, Holly Hill, FL 32117
TELEPHONE: (386) 248-9442 PERMITDESK@HOLLYHILLFL.ORG

AGENT/CONSULTANT

NAME: N/A	COMPANY:	
ADDRESS:		
CITY:	STATE:	ZIP:
PHONE:	EMAIL:	

APPLICATION TYPE/FEE

☒ **VARIANCE – RESIDENTIAL**	$350.00 PER VARIANCE
☐ **VARIANCE – COMMERCIAL**	$500.00 PER VARIANCE

ATTACHMENT CHECKLIST

- ☐ APPLICATION
- ☐ APPLICATION FEE
- ☐ LIST OF PROPERTY OWNERS REQUIRING INDIVIDUAL NOTIFICATION. THE LIST AND NOTIFICATION LETTER WILL BE PROVIDED TO THE APPLICANT BY CITY STAFF. **THE APPLICANT WILL MAIL THE NOTIFICATIONS AT THEIR EXPENSE VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED.**
- ☐ QUESTIONNAIRE
- ☐ OWNERSHIP DISCLOSURE FORM (ADD'L DOCUMENTATION REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- ☐ APPLICANT AUTHORIZATION FORM, IF APPLICABLE
- ☐ ONE SIGNED AND SEALED SURVEY OF THE PROPERTY (NO MORE THAN 2 YEARS OLD).
- ☐ DETAILED CONCEPTUAL SITE PLAN (SEE ATTACHED SAMPLE SITE PLAN)
- ☐ LETTERS OF SUPPORT FROM ADJACENT PROPERTY OWNERS, IF ANY
- ☐ HOME OWNERS ASSOCIATION DRB APPROVALS, IF ANY
- ☐ PHOTOGRAPHS, IF DESIRED

Attachment: Application and Survey (3862 : 732 Avondale Avenue - Variance Request)

V#_____

HOLLY HILL
FLORIDA

1065 Ridgewood Avenue, Holly Hill, FL 32117
TELEPHONE: (386) 248-9442 PERMITDESK@HOLLYHILLFL.ORG

I understand that the application for variance must include all required submittals. Submission of incomplete plans may create delays.

I hereby represent that I have the lawful right and authority to file this application.

Shadya L 05/18/2022

SIGNATURE OF OWNER/AUTHORIZED APPLICANT **DATE**

(PROOF OF PROPERTY OWNER'S AUTHORIZATION IS REQUIRED WITH SUBMITTAL IF SIGNED BY SOMEONE OTHER THAN THE PROPERTY OWNER)

Respond completely and fully to all six criteria listed below to demonstrate that the request meets the standards of Land Development Regulations of Holly Hill Sec. 82-317 for the granting of a variance:

1. Describe the special conditions and circumstances that exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same zoning district.

Existing home built 3 ft setback from end of property / land.

2. Describe how special conditions and circumstances that currently exist are not the result of the actions of the applicant or petitioner.

Existing home.

Attachment: Application and Survey (3862 : 732 Avondale Avenue - Variance Request)

V#_____

HOLLY HILL
FLORIDA
1065 Ridgewood Avenue, Holly Hill, FL 32117
TELEPHONE: (386) 248-9442 PERMITDESK@HOLLYHILLFL.ORG

3. Explain how the granting of the variance request would not confer on the applicant, or petitioner, any special privilege that is denied by Code to other lands, buildings, or structures in the same zoning district.

would not be able to answer this question as I do not know what has been previously denied to others.

4. Describe how the literal interpretation of the provisions of the zoning regulations would deprive the applicant, or petitioner, of rights commonly enjoyed by other properties in the same zoning district and would work an unnecessary and undue hardship on the applicant.

If this request is denied, I would not be able to build the lanai anywhere else on property because of the weather elements or it would not look good on property. other lanais built on other properties, were previously built or property has the required set back which I don't have.

5. Describe how the requested variance is the minimum variance that will make possible the reasonable use of the land, building, or structure.

The measurements that I'm requesting is for a standard lanai, it will not be worth it building any smaller. Compared to the size of the lot or the house.

Attachment: Application and Survey (3862 : 732 Avondale Avenue - Variance Request)

V#_____

HOLLY HILL
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6. Describe how the granting of the variance will be in harmony with the general intent and purpose of this subpart and the city's comprehensive plan, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

Everyone wants to live in a beautiful neighborhood, this lanai would would make the property look better.

Attachment: Application and Survey (3862 : 732 Avondale Avenue - Variance Request)

Boundary Survey

LEGAL DESCRIPTION: LOT 1, BLOCK A, KILBOURNE'S SUBDIVISION OF LOTS 1 AND 2, BLOCK 14, MASON AND CARSWELL'S HOLYY HILL, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 9, PAGE 50, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. AND THE NORTHERLY 8 FEET OF THE WESTERLY 110 FEET OF LOT 3, BLOCK 14, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

732 AVONDALE AVENUE
HOLLY HILL, FL.

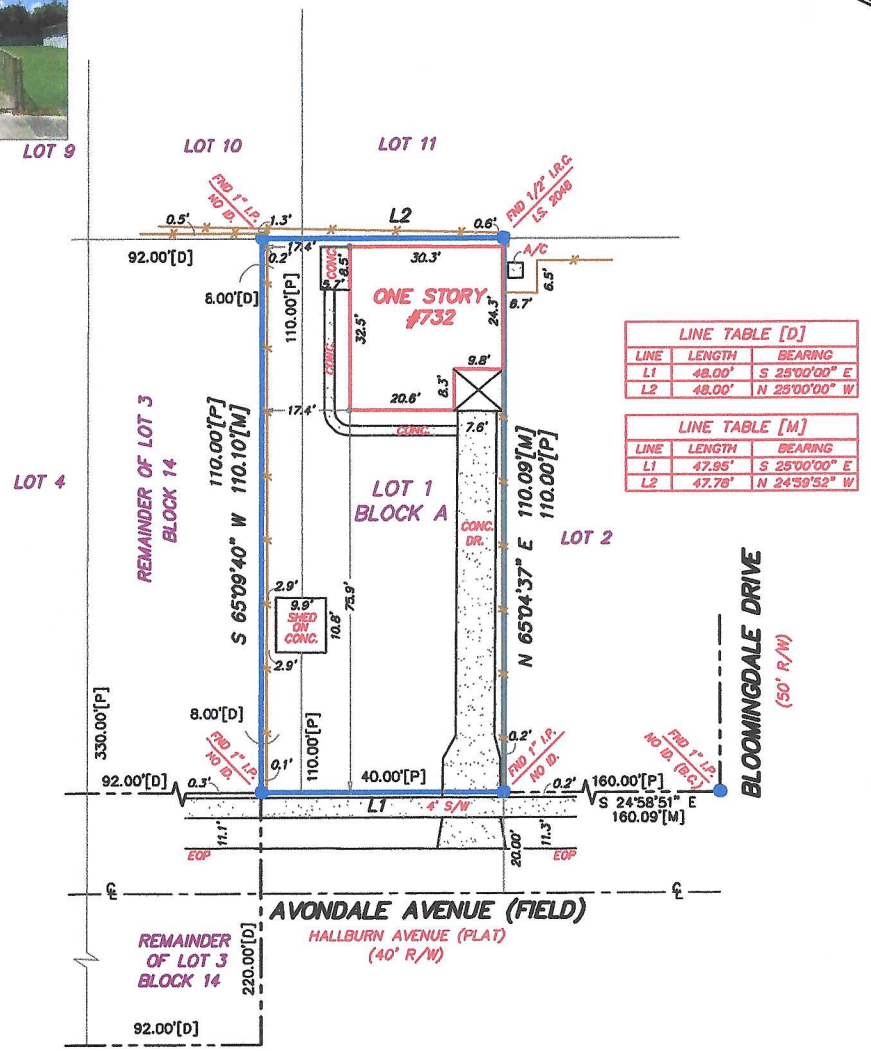
LONG SURVEYING, INC.

Long Surveying, Inc.
"Specializing in Residential Surveying"
LB No. 7371
1061 S. Sun Dr. Ste. #1113
Lake Mary, FL 32746
Office 407-330-9717 or 407-330-9716
Fax 407-330-9775
www.longsurveying.com

DRAWN BY:	CHECKED BY:
RAJESH-DP	BRETT

CERTIFIED TO:
GLADYS SILVA

COMMUNITY NO: 125112
PANEL: 0356 SUFFIX: J F.I.R.M. DATE: 09/29/17
FLOOD ZONE: X
SU... FIELD DATE: 08/18/21



SCALE: 1"=30'

LINE TABLE [D]		
LINE	LENGTH	BEARING
L1	48.00'	S 25°00'00" E
L2	48.00'	N 25°00'00" W

LINE TABLE [M]		
LINE	LENGTH	BEARING
L1	47.95'	S 25°00'00" E
L2	47.76'	N 24°59'52" W

A/C – AIR CONDITIONER
A.E – ALLEY EASEMENT
B.C. – BLOCK CORNER
BLK – BLOCK
C.B. – CONCRETE BLOCK
C.B.S. – CONCRETE BLOCK STRUCTURE
C.M. – CONCRETE MONUMENT
CONC. – CONCRETE
D – DEED
D.E. – DRAINAGE EASEMENT
E.O.P. – EDGE OF PAVEMENT
F.C.C. – FOUND CROSS CUT
F.F.E. – FINISHED FLOOR ELEVATION
FND – FOUND
ID. – IDENTIFICATION
I.P. – IRON PIPE
I.R. – IRON ROD
I.R.C. – IRON ROD & CAP
L – ARC LENGTH
L.B. – LAND SURVEYING BUSINESS
L.S. – LAND SURVEYOR
L.E. – LANDSCAPE EASEMENT
M – MEASURED
M.E. – MAINTENANCE EASEMENT
N&D – NAIL AND DISK
P – PLAT
P.E. – PEDESTRIAN EASEMENT
P.C. – POINT OF CURVATURE
P.C.C. – POINT OF COMPOUND CURVATURE
P.C.P. – PERMANENT CONTROL POINT
P.L. – PROPERTY LINE
P.O.B. – POINT OF BEGINNING
P.O.C. – POINT OF COMMENCEMENT
P.O.L. – POINT ON LINE
P.R.C. – POINT OF REVERSE CURVE
P.R.M. – PERMANENT REFERENCE MONUMENT
P.D.A.E. – PRIVATE DRAINAGE AND ALLEY EASEMENT
P.T. – POINT OF TANGENT
R – RADIUS
R/W – RIGHT OF WAY
S/W – SIDEWALK
U.E. – UTILITY EASEMENT
W.F.S. – WOOD FRAME STRUCTURE
F.P.L.E. – FLORIDA POWER & LIGHT EASEMENT.

RIGHT-OF-WAY LINE
℄ CENTERLINE
BARB WIRE FENCE
WOOD FENCE
CHAIN LINK FENCE
PLASTIC FENCE

BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF AVONDALE AVENUE BEING S 25°00'00" E ASSUMED

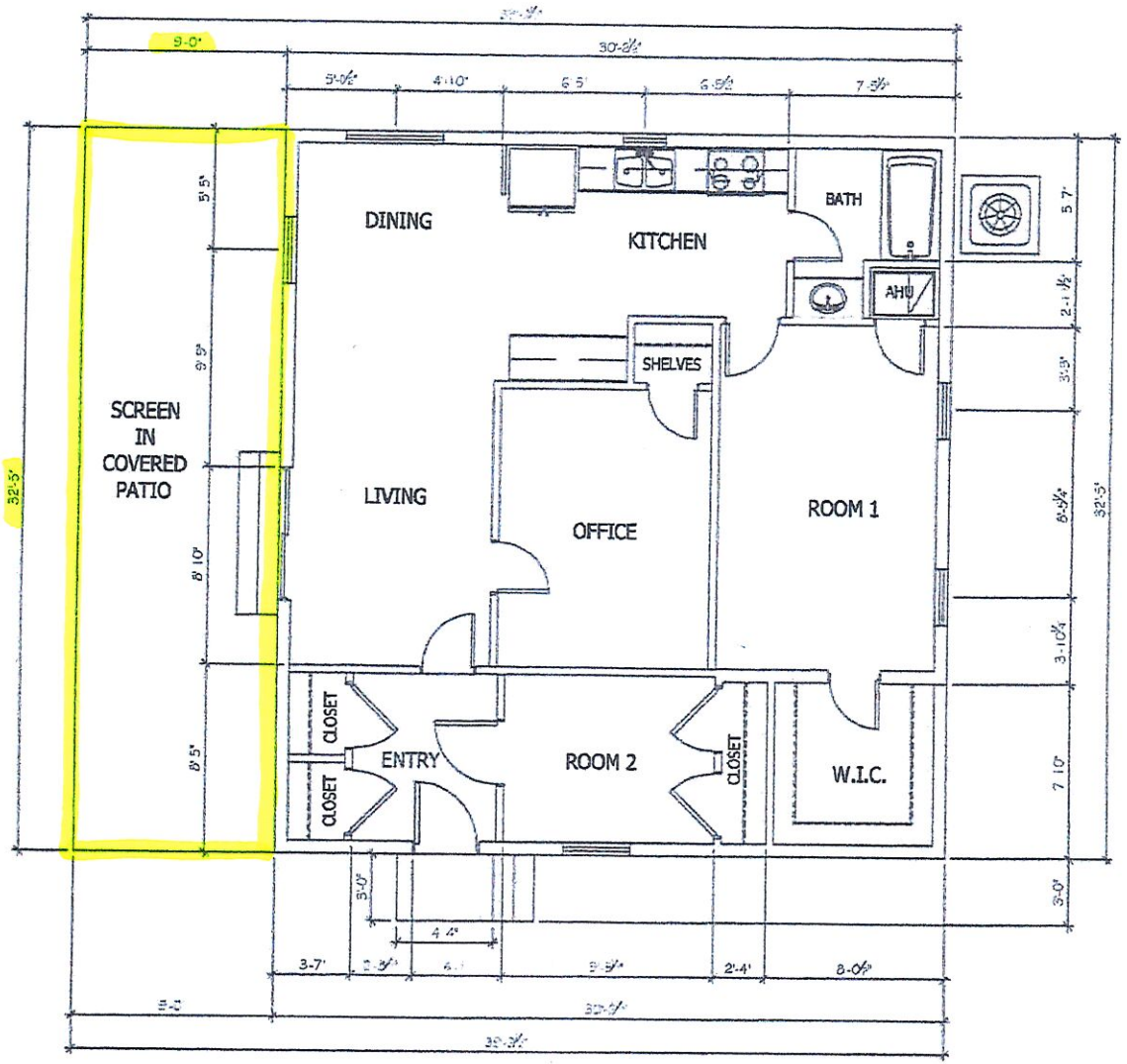
NOTES:
1) This survey is based on the legal description as provided by the Client
2) This Surveyor has not abstracted the land shown hereon for easements, rights of way or restrictions of record which may affect the title or use of the land
3) Do not reconstruct property lines from building ties
4) No footing or overhangs have been located except as shown
5) No improvements or utilities have been located except as shown
6) Not valid without a signature and the authenticated electronic seal or the original raised seal of a Florida licensed Surveyor and Mapper

Certification: I certify that this survey was made under my direction and that it meets the minimum technical standards set forth by the Board of Professional Land Surveyors and Mappers in Chapter 5J-17.052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

No. 5910 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

LEON L. HAMPTON P.S.M. NO. 5910

Attachment: Application and Survey (3862 : 732 Avondale Avenue - Variance Request)



NEW FLOOR PLAN
3/16"=1'-0"

REVISIONS:

HOUSE ADDITION
732 AVONDALE AVE
DAYTONA BEACH, FL 32117

TEG
Michael A. Thompson
PE # 47509
4401 Vineland Road, Suite A5
Orlando, FL 32811
407-734-1450
www.tegfl.com

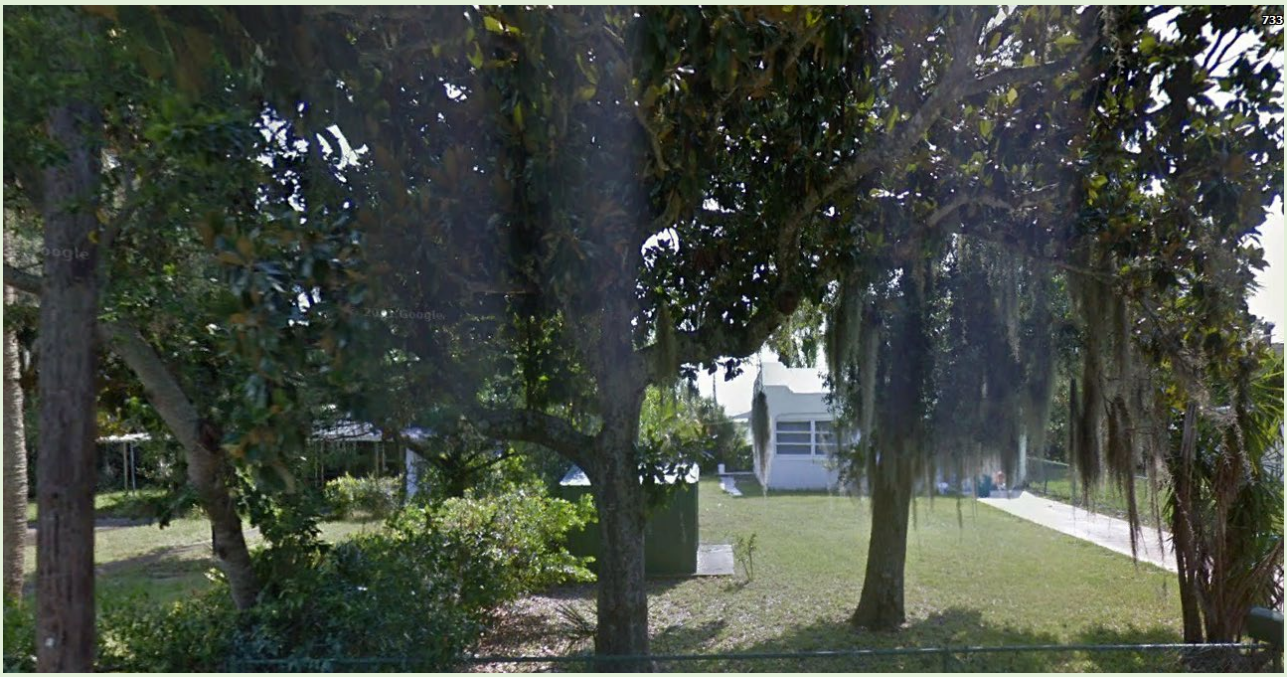
DATE: 10/11/21
SCALE: AS NOTED
DRAWN BY: J.F.
SHEET
A2

The screen room will abut this commercial parking lot on the west.

Location Map

Front of home looking west and showing the north side of the home

Looking west showing the south side of home



South end of the home showing proposed location of screen room in yellow

Aerial

R-3 Zoning – Medium Density Single-Family Residential Zoning