

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • AUGUST 27, 2019

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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



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

CITY COMMISSION MEMBERS

Mayor
Chris Via

District 1 - Commissioner
John Penny

District 3 - Commissioner
John C. Danio

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

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

2. POSITIVITY AWARD - RIVIERA SENIOR LIVING

- 1. Positivity Award - Riviera Senior Living
(Requested by Valerie Manning, City Clerk)

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

- 1. Minutes - August 13, 2019 Regular City Commission Meeting
(Requested by Valerie Manning, City Clerk)

5. CONSENT AGENDA - ITEMS (1 - 5)

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

- 1. Resolution -2019-R-48 A Resolution of the City of Holly Hill, Florida, Authorizing a Piggyback Contract for Utility Bill Print and Mailing Services with Enco Utility Services Florida LLC; Providing for Implementing Administrative Actions; Providing for Conflicts; Providing for Severability; and Providing for an Effective Date.
(Requested by Stella Gurnee, Finance)
- 2. Resolution -2019-R-49 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with H & H Sludge Disposal, Inc., for Extensions to the "Biosolids and Land Application" Contract; and Providing for Severability; and Providing for an Effective Date.
(Requested by Stella Gurnee, Finance)
- 3. Department of Environmental Protection (DEP) Small Communities Wastewater Treatment Grant
(Requested by Stella Gurnee, Finance)
- 4. Wells Fargo Certificate of Authority
(Requested by Stella Gurnee, Finance)
- 5. Movies in the Park - Contract Renewal 2019
(Requested by Valerie Manning, City Clerk)

6. REGULAR AGENDA - NONE**7. PUBLIC HEARINGS**

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

1. Ordinance -2019-O-3019 SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations by Amending Chapter 14 (Buildings and Building Regulations) Creating Sections 14-3 and 14-4, to Add Regulations for Storm Protection and Damaged Structures, Amending Section 14-231, Adopting the International Property Maintenance Code; Providing for Severability; Providing for Codification; and Providing for an Effective Date.

(Requested by Brian Walker, City Planner)

2. Ordinance -2019-O-3020 SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations by Amending Chapter 110 (Signs) Section 110-11 (A), Off-Premises Outdoor Advertising Signs; Providing for Severability; Providing for Codification; and Providing for an Effective Date.

(Requested by Brian Walker, City Planner)

3. Ordinance -2019-O-3021 SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Amending the Official Zoning Map to Designate the Property at 1541 and 1567 North Nova Road as More Specifically Described in Attachment (A) from B-2 (Planned Shopping Center District) to B-5 (General Commercial District); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Brian Walker, City Planner)

4. Request for Special Exception Approval to Allow a Car Rental Facility on a Parcel in the B-5 Zoning District

(Requested by Brian Walker, City Planner)

8. COMMUNICATIONS

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

9. ADJOURNMENT

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

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



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



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

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



City Commission

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

POSITIVITY AWARD (ID # 2654)

Meeting: 08/27/19 07:00 PM
Department: City Clerk
Category: Presentation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:
DOC ID: 2654

2.1

Positivity Award - Riviera Senior Living

This Positivity Award has been chosen by City Commissioner Roy Johnson, District 4.



**Thank You for Making Our Community
Positively Awesome!**

RIVIERA SENIOR LIVING

August 27, 2019

Chris Via, Mayor



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

4.1

**City Commission
Agenda Item**

MEETING DATE: August 27, 2019
FROM: Valerie Manning
SUBJECT: Minutes - August 13, 2019 Regular City Commission Meeting
NUMBER: (ID # 2650)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from August 13, 2019 regular City Commission meeting.

MOTION:

Approve as submitted by staff.

- Minutes - August 13, 2019 - Regular City Commission meeting (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • AUGUST 13, 2019

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

a. Roll Call

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

b. Invocation

Commissioner Johnson led the invocation.

c. Pledge of Allegiance

Mayor Via led the Pledge of Allegiance to the Flag.

2. POSITIVITY AWARD - NONE

3. PUBLIC COMMENTS

The following people spoke to the Mayor and City Commissioners about their properties on Flamingo Drive, pertaining to various issues that have taken place with the contractors that have been working over there to replace water lines.

Twila Milcent, 718 N. Flamingo Drive, Holly Hill and she was representing six houses of people that she knows that have had similar problems. Those addresses are 712 - 722 N. Flamingo Drive. Ms. Milcent brought with her, in a pot, sod that was put in and is dead and showed them what grew from the sod (weeds) and informed the Mayor and Commissioners that the residents have infected sod. The residents were promised that they would be getting what they had originally and that was not true. The grass was supposed to be what they had originally, which was Saint Augustine. The driveways were supposed to be replaced with what they all had originally, and that didn't happen. Many people were left with high water bills as well. The contractors dug up the lawn sprinklers, didn't cap them off and didn't tell people that they cut them, they didn't repair them or replace them. Many people spent their own money and repaired their own systems. Ms. Milcent turned in a bag of bolts and nails to the City Clerk that were left on her lawn by the contractors. She was afraid to mow the grass because of a nail possibly being thrown and hurt somebody.

Attachment: Minutes - August 13, 2019 - Regular City Commission meeting (2650 : Minutes)

Richard Parkhurst, 804 S. Flamingo Drive, Holly Hill, shared his concerns about the new water lines that are being replaced by his property. Mr. Parkhurst mentioned a box that was on his property and how a maintenance worker was jumping or pressing down on the box with his legs and feet and it the box sunk way down into the ground. Later that day he noticed that area was getting wetter around there and then the following morning there was a puddle in the street. The contractors dug into it and said that the issue was on my side and he explained to the contractors what he witnessed the maintenance worker doing the previous day to the box and that's what broke the line. Mr. Parkhurst had with him a pipeline that the contractors put in and it was already cracked before they put it in the ground. He's spent quite a few dollars to replace what he needed to and he was looking for some restitution for his bill.

Mr. Forte mentioned he spoke to Mr. Parkhurst and told him that he would have to get back to him.

Necolen Green Milcent, 722 N. Flamingo Drive, Holly Hill, shared her concerns about the contractors and water line replacement. She informed the Mayor, Commissioners and Mr. Forte that the lawns for 718, 720, and 722 were properly watered and has witnesses. Those lawns were watered so much because the sod was dead and it began to mold, mildew and rot because it was dead before it was put in. It was decaying when it was being watered. They just started cutting the sod last week because there was sprigs of it coming up, which obviously, wasn't Saint Augustine, it was field grass. Mrs. Milcent confirmed that there are gaps in her mother-in-law's lawn, Twila Milcent. Mrs. Milcent informed the Mayor and Commissioners that she had to replace her sprinkler system that got messed up as a result of all this mess so that she can water her lawn.

Kimberly Dibble, 824 Lakewood Drive, Holly Hill, shared her concerns about the contractors and water line replacement. Ms. Dibble mentioned she is at the other end of this whole mess and her property did get fixed. The whole ordeal has been completely horrendous. She has pictures of everything and because of that, a bunch of the neighbors came to her and she is the one that requested that Mr. and Mrs. Milcent come here tonight because what she's hearing from the neighbors is that they're thinking about going to Morgan and Morgan because they are not getting the responses that they would like and they should be able to have their property back to the way it was. The way this has been handled by these contractors is horrendous and should not have happened. The inspector that was there, supposedly from the city for two hours every day, she made sure she was home during this whole process, and she can assure the Mayor and Commissioners he was not. She thinks what would help a little bit and has never been done, is have someone come and talk to all the neighbors and find out what the issues are. The residents want their grass fixed the way it should be and she thinks that's reasonable. The inspector from the city should come out there and talk to all the residents to find out what the issues are and who is still having problems. That's the inspectors job and he didn't do it. When he did come out and talk to her a couple of times, he told her that's just the way it was and she's not taking "that's just the way it was" just the way a 95 year old woman would do and that's why her property got fixed.

Jim Legary, 342 Burleigh Avenue, Holly Hill, stated that Waste Pro isn't doing recycling and he was wondering if there was any way that the city could have a small committee so that they can do something about recycling and he knows that other communities have instituted

such programs and they've been able to pay for themselves. Mr. Legary asked about the Beautification Advisory Board and what was the outcome of that. Mayor Via informed him that the Commission decided not to bring that board back.

Commissioner Currie spoke briefly to those living in her district (Flamingo and Lakewood) and sorry to hear of their displeasure's. Whoever is stating that maybe Morgan and Morgan needs to get involved is unfortunate because she has only been notified by Ms. Dibble about any issues down there and the city took care of them. The city worked them out. Mr. Forte was diligent in making sure that they were taken care of and Ms. Dibble's situations that she had were taken care of. Commissioner Currie stated she didn't hear about anything else from anybody else. She doesn't know what's transpired with the Mayor. They can't communicate outside of here and she doesn't know what's been transpiring with the City Manager with any communication that's been going on. All of the Commissioners are at the residents leisure. All they have to do is contact them and they will do whatever they can to take care of a problem. She will tell them, if Mr. Forte goes down there next week and she's obviously going to go down through there as well, and Mr. Forte finds things a little differently, this may only partially work out the way that the residents want it to. So, please understand that. In the future, the residents can call her. Her number is on the website or they can get her business card from the City Clerk. She's always available.

Commissioner Penny asked Mr. Forte if the final payment has been made to the contractor.

Mr. Forte stated they have a retainer that's remaining, which is generally 5% of the balance of what's due. He'll go out there and he will look into this and see what he can come up with. Mr. Forte also responded to what Mr. Legary was saying about recycling. The city does have residential recycling but he can get with Mr. Legary and see if there's something he's not understanding.

Mayor Via assured the residents that their concerns are being heard and the Commission and staff are here to listen and very much, taken into consideration.

4. APPROVAL OF MINUTES

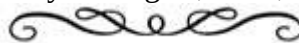
1. -DOC-2019-4

Minutes - July 23, 2019 Budget Workshop and July 23, 2019 Regular City Commission Meeting

(Requested by Valerie Manning, City Clerk)

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

Enacted and approved this 13th day of August, 2019, in Holly Hill



5. CONSENT AGENDA - ITEMS (1 - 6)

Mayor Via asked if there was anyone in the audience who wishes to speak on any item on the Consent Agenda or if any member of the Commission has further discussion?

Mr. Forte and Commissioner Currie stated that they would like to pull **Consent Agenda item No. 3, Resolution 2019-R-45, Calendar of Special Events** for further discussion.

*Commissioner Currie made a motion to **APPROVE CONSENT AGENDA ITEMS 1, 2, 4, 5, AND 6**, seconded by Commissioner Johnson.*

Mayor Via opened public participation for those agenda items. No one spoke.

DISCUSSION ON CONSENT AGENDA - RESOLUTION 2019-R-45, DESIGNATING THE SPECIAL EVENTS CALENDAR FOR 2020-2021

Mr. Forte showed the list of events to the Mayor and Commissioners. This list has grown beyond what its intended purpose was based on the Ordinance that's attached to this agenda item. This has turned into a city calendar of events and it really should be identification of Special Events, weeks or days because those are the days the Commission allows business owners to have outside sales and vendors on their property that they typically wouldn't be allowed. He wanted to get their approval to narrow this list down to what it really should be. Staff will keep a calendar of city events on the city's website but this list should be narrowed down and he would like the Commission's participation in it on which events should be classified as Special Event weeks. Obviously, Bike Week and Biketoberfest would be the two right off the top. Spring break used to be on that list many years ago but that was taken off but he doesn't really see anything else on this list, other than Bike Week and Biketoberfest that the city would declare as a Special Event.

There was some discussion amongst the Mayor and Commissioners.

*Commissioner Penny made a motion to **REMOVE all events except Bike Week and Biketoberfest from the Special Events Calendar for the remainder of the year and through 2021 and continuing forward**, seconded by Commissioner Currie.*

Mayor Via opened public participation.

Robin Hanger, 950 Ridgewood Avenue, Holly Hill, stated in keeping the Bike Week and Biketoberfest on there, he would like to suggest that or the City of Holly Hill, they have talked about this once before, lengthening the days of Biketoberfest and Bike Week to possibly allow Holly Hill vendors and the businesses here in town, to set up a couple of days before the actual date that Daytona's event happens. What it does, is people come from Orlando and Jacksonville the weekend before to see what's going on over here because there are vendors that are parked here waiting to set up. A business that is here and was allowed to put vendors out or put signage out, maybe don't allow them to put the vendors out but allow them to put their flags out and their promotional material for that business, it will let people know that are riding down here from Jacksonville or Orlando or from other cities since this thing has spread out so far now, Holly Hill is competing with a lot of places. A big Harley-Davidson shop is opening up in St. Augustine so that's going to stop a lot of people from coming down from the Jacksonville area. He would like to see some form of benefit for area

businesses to advertise prior to the 10-days. Daytona says it's a 4-day Biketoberfest but realistically, it's 2 days.

Mayor Via closed public participation.

There was some discussion amongst the Mayor and Commissioners.

Commissioner Penny made a motion to AMEND his original motion to allow Biketoberfest 2019 to be 10-days, treated similar to Bike Week, and the Commission will discuss Bike Week and Biketoberfest 2020 at a later date, seconded by Commissioner Johnson.

Commissioner Currie stated Mayor, just technically, because this is bothering her. Technically, I removes her "second" from the original motion.

Commissioner Penny withdrew his original motion and a **NEW** original motion was made and **NOT an AMENDED motion**.

Commissioner Penny made a motion to APPROVE AMENDING THE SPECIAL EVENT CALENDAR FOR BIKETOBERFEST 2019 TO BE A 10-DAY EVENT AND THE 2020 SPECIAL EVENT CALENDAR WILL ONLY INCLUDE BIKE WEEK AND BIKETOBERFEST AND THOSE DATES WILL BE DETERMINED AT A LATER DATE, seconded by Commissioner Johnson.

Mayor Via opened public participation.

Robin Hanger, 950 Ridgewood Avenue, Holly Hill, stated he's grateful for the 10-days, whatever they get there, that's fine. What his suggestion was to allow the businesses to promote 3 or 4 days ahead of time and for either event, so that the businesses have time to get vendors in, as vendors are coming into town too, prior to them setting up, they may see that there's a nice spot there that we didn't see before. To say that a vendor wouldn't make any money prior to an event, we don't know that. He thinks it's a win-win to be able to promote local businesses and be able to set up ahead of time so that they can catch people that are here or people that may be driving through and come back the next time.

Mayor Via closed public participation.

1. -2019-R-43 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the Non-Union Exempt and Non-Exempt Employees the Option to Earn Personal Leave; Providing for Severability; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	Roy Johnson, District 4 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION**2019-R-43**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE NON-UNION EXEMPT AND NON-EXEMPT EMPLOYEES THE OPTION TO EARN PERSONAL LEAVE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE NON-UNION EXEMPT AND NON-EXEMPT EMPLOYEES THE OPTION TO EARN PERSONAL LEAVE; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as a benefit to non-union exempt and non-exempt employees the city may offer the accrual and usage of personal leave in lieu of the current leave policy of vacation and sick leave; and

WHEREAS, these employees earning personal leave may accrue up to a maximum of 960 hours. These employees who separate from the city, for any reason, will be paid at their current hourly rate, at the time of termination, for their accrued personal leave not to exceed 960 hours; and

WHEREAS, this request is to simply combine the sick leave and vacation leave hours accrued in the current policy into a single accrued personal leave schedule. No additional time is actually earned, this would basically allow for a different way the employee may use the time off; and

WHEREAS, accruing Personal Leave, a Department Head may carry over 75% of earned Personal Leave to a succeeding year. No more than 75% of earned Personal Leave may be carried over to a succeeding year without written approval from the City Manager; and

WHEREAS, this benefit is recommended to be effective October 1, 2019 to include the provision that all new non-union exempt and non-exempt employees hired on October 1, 2019 or after will be required to accrue leave under this personal leave benefit schedule.

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

SECTION 1. That the City Commission authorizes the City Manager to offer Personal Leave to current non-union exempt and non-exempt employees and newly hired non-union employees effective October 1, 2019.

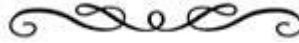
SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or

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 13th day of AUGUST, 2019.

Enacted and approved this 13th day of August, 2019, in Holly Hill



2. -2019-R-44 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Interlocal Agreement with Volusia County for Maintenance of Traffic Devices for the City of Holly Hill; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	Roy Johnson, District 4 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

**RESOLUTION
2019-R-44**

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

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

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

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

or implied, in this Agreement to provide for a delegation by CITY of such constitutional or statutory duties of COUNTY; and

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

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

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

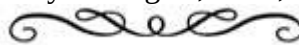
SECTION 1. Authorize the City Manager to execute the Interlocal Agreement with Volusia County for the maintenance of traffic control devices in the City of Holly Hill, Florida.

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

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

APPROVED AND AUTHENTICATED this 13th day of AUGUST, 2019.

Enacted and approved this 13th day of August, 2019, in Holly Hill



3. -2019-R-45 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Designating the Special Event Dates for 2020 - 2021; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

(See discussion at the beginning of the Consent Agenda).

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

RESOLUTION**2019-R-45**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, DESIGNATING THE SPECIAL EVENT DATES FOR 2020 - 2021; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, DESIGNATING THE SPECIAL EVENT DATES FOR 2020-2021; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill has the opportunity to serve as a host for Special Events and to promote leisure services, recreation opportunities, and community-based events for the pleasure and cultural enrichment of our citizens and visitors; and

WHEREAS, the City of Holly Hill has determined that it is in the best interest of its residents and businesses to specifically list the Special Events that the City will acknowledge in 2020-2021.

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

SECTION 1. The City Commission hereby declares the following as Special Events in the City of Holly Hill:

CALENDAR OF EVENTS 2020

<u>DATE</u>	<u>DAY OF THE WEEK</u>	<u>EVENT</u>
March 6 - 15, 2020 (10-day event)		Bike Week 2020
April 4, 2020	Saturday	17 th Annual Easter Egg Hunt
May 25, 2020	Monday	Memorial Day Remembrance

October 6, 2020	Tuesday	National Night Out
September 11, 2020	Friday	Patriot Day/Memorial Walk- TBD
October 15 - 18, 2020 (4-day event)		Biketoberfest 2020
October 30, 2020	Friday	21 st Annual Trunk or Treat
(Halloween is on a Saturday this year - <u>event will be held on FRIDAY</u>)		
November 7, 2020	Saturday	4 th Annual Car Show
November 11, 2020	Wednesday	Veterans Day Remembrance
December 4, 2020 Ceremony	Friday	Christmas Tree Lighting
December 5, 2020 Parade	Saturday	61 st Annual Christmas

CALENDAR OF EVENTS 2021

<u>DATE</u>	<u>DAY OF THE WEEK</u>	<u>EVENT</u>
March 5 - 14, 2021 (10-day event)		Bike Week 2021
March 27, 2021	Saturday	18 th Annual Easter Egg Hunt
May 31, 2021	Monday	Memorial Day Remembrance
October 5, 2021	Tuesday	National Night Out
September 11, 2021	Saturday	Patriot Day/Memorial Walk- TBD
October 14 - 17, 2021 (4-day event)		Biketoberfest 2021
October 29, 2021	Friday	22 nd Annual Trunk or Treat
(Halloween is on a Sunday this year - <u>event will be held on FRIDAY</u>)		
November 6, 2021	Saturday	5 th Annual Car Show
November 11, 2021	Thursday	Veterans Day Remembrance
December 3, 2021	Friday	Christmas Tree Lighting Ceremony
December 4, 2021 Parade	Saturday	62 nd Annual Christmas

SECTION 2. EFFECTIVE DATE. That this Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 13th day of AUGUST, 2019.

Enacted and approved this 13th day of August, 2019, in Holly Hill

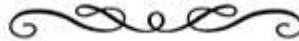


4. -DOC-2019-5

Halifax Humane Society 2019-2020 Renewal Contract
(Requested by Valerie Manning, City Clerk)

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

Enacted and approved this 13th day of August, 2019, in Holly Hill



5.

Memorandum of Understanding (MOU) - Panama City PD and HHPD (ELVIS)
Electronic License and Vehicle Information System
(Requested by Steve Aldrich, Police)

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

Enacted and approved this 13th day of August, 2019, in Holly Hill



6. -DOC-2019-3

Memorandum of Understanding (MOU) - Division of Emergency Management and City
of Holly Hill Statewide Mutual Aid Agreement
(Requested by Steve Aldrich, Police)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	Roy Johnson, District 4 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

Enacted and approved this 13th day of August, 2019, in Holly Hill



6. REGULAR AGENDA

1. -2019-R-46 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute the 2019-2022 Memorandum of Agreement with the Florida Department of Transportation for the State Highway Right-Of-Way Maintenance Agreement; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

Mayor Via opened public participation. No one spoke.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	Roy Johnson, District 4 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION

2019-R-46

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE 2019-2022 MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE STATE HIGHWAY RIGHT-OF-WAY MAINTENANCE AGREEMENT; 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 EXECUTE THE 2019-2022 MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE STATE HIGHWAY RIGHT-OF-WAY MAINTENANCE AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has an agreement with the Florida Department of Transportation whereby the City is reimbursed for maintenance of highway roadsides and median strips located along US 1 and Nova Road. Under this contract the FDOT compensates the City for routine maintenance; and

WHEREAS, the contract expires October 5, 2019. FDOT has presented the attached contract; and

WHEREAS, Contract AS283 with the Florida Department of Transportation will provide a three year term from October 2019 to October 2022 for the maintenance of highway roadsides and median strips within the City; and

WHEREAS, the Florida Department of Transportation has requested the City of Holly Hill execute this new contract.

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

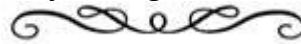
SECTION 1. That the City Manager of the City of Holly Hill is authorized to execute Contract AS283 with the Florida Department of Transportation for the maintenance of highway roadsides and median strips and authorize the City Manager to execute the same.

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 this 13th day of AUGUST, 2019.

Enacted and approved this 13th day of August, 2019, in Holly Hill



2. -2019-O-3019 Ordinance

FIRST READING - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations by Amending Chapter 14 (Buildings and Building Regulations) Creating Sections 14-3 and 14-4, to Add Regulations for Storm Protection and Damaged Structures, Amending Section 14-231, Adopting the International Property Maintenance Code; Providing for Severability; Providing for Codification; and Providing for an Effective Date.

(Requested by Brian Walker, City Planner)

Mayor Via opened public participation.

Kimberly Dibble, 824 Lakewood Drive, Holly Hill inquired about putting "shutters" language within the Ordinance for it to be more specifically for the residents before second reading. ***There was consensus from the Commission to do that.***

Mayor Via closed public participation.

RESULT:	APPROVED AT 1ST READING [UNANIMOUS]	Next: 8/27/2019 7:00 PM
MOVER:	John Penny, District 1 - Commissioner	
SECONDER:	Penny Currie, District 2 - Commissioner	
AYES:	Via, Penny, Currie, Danio, Johnson	



3. -2019-O-3020 Ordinance

FIRST READING - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations by Amending Chapter 110 (Signs) Section 110-11 (A), Off-Premises Outdoor Advertising Signs; Providing for Severability; Providing for Codification; and Providing for an Effective Date.

(Requested by Brian Walker, City Planner)

Mayor Via opened public participation. No one spoke.

RESULT:	APPROVED AT 1ST READING [UNANIMOUS]	Next: 8/27/2019 7:00 PM
MOVER:	Roy Johnson, District 4 - Commissioner	
SECONDER:	Penny Currie, District 2 - Commissioner	
AYES:	Via, Penny, Currie, Danio, Johnson	



4. -2019-O-3021 Ordinance

FIRST READING - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Amending the Official Zoning Map to Designate the Property at 1541 and 1567 North Nova Road as More Specifically Described in Attachment (A) from B-2 (Planned Shopping Center District) to B-5 (General Commercial District); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Brian Walker, City Planner)

Mayor Via opened public participation.

Twila Milcent, 718 N. Flamingo Drive, Holly Hill mentioned that she doesn't know what zoning restrictions are but she was wondering if that could possibly give the applicant the go-ahead to put in warehouses there. Payable businesses that walk in and out of all the time.

Brian Walker, City Planner informed the Mayor and Commissioners that they wouldn't be allowed to do storage, self-service personal storage; no warehouses.

Mayor Via closed public participation.

RESULT:	APPROVED AT 1ST READING [UNANIMOUS]	Next: 8/27/2019 7:00 PM
MOVER:	John Penny, District 1 - Commissioner	
SECONDER:	Penny Currie, District 2 - Commissioner	
AYES:	Via, Penny, Currie, Danio, Johnson	



5.

Request for a Front Yard (East) Setback Variance from Twenty-Five Feet (25) Feet to Ten (10) Feet to Construct an Open Porch Seating Area for an Existing Restaurant in the CC-1 (Commercial Corridor) Zoning District, for Property Located at the Southeast Corner of 9Th Street and Ridgewood Avenue and More Specifically Known as 841 Ridgewood Avenue.

(Requested by Brian Walker, City Planner)

Mayor Via opened public participation. No one spoke.

Commissioner Penny disclosed ex parte communication with Mr. Hanger.

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



6. -DOC-2019-6

Request for Code Enforcement Lien Reduction - 163 Ridgewood Avenue

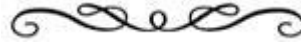
(Requested by Joseph Forte, City Manager)

Mr. Forte briefly discussed the staff report for the lien reduction request for 163 Ridgewood Avenue to the Mayor and Commissioners. Mr. Forte is requesting that the Commission reduce the lien to an administrative fee in the amount of **\$2,918.24** payable no later than September 15, 2019 and to execute the standard easement agreement used for the overhead to underground utility project. Failure to pay the lien by September 15, 2019, will cause the entire lien to remain in place without an opportunity to request an additional lien reduction.

Mayor Via opened public participation. No one spoke.

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

Enacted and approved this 13th day of August, 2019, in Holly Hill



7. PUBLIC HEARINGS

1. -2019-O-3018 Ordinance

SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending Section 70-125, Section 70-276, and Section 70-277 of the Holly Hill Code of Ordinance to Change Rates and Methodology of Charging Water and Sewer Fees; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Stella Gurnee, Finance)

Patrick Luce from Stantec showed a PowerPoint presentation to the Mayor, City Commission and the audience. (the slide presentation is available in the City Clerk's office).

Mayor Via opened public participation.

Heidi Heller, 460 Ridgewood Avenue, Holly Hill, mentioned she lives in a mobile home park and it's registered as a CC1 and not residential. Where would she fall into the water? Does she pay the \$7.95 opening amount for each mobile home plus the overages for water? How would that come up?

Commissioner Penny asked Mrs. Heller if she has her own water meter or does she have a master meter?

Mrs. Heller stated there's a master meter and then they come around and read each meter on our homes.

Commissioner Penny asked if it's the mobile home park's meter or is it the city's meter?

Mrs. Heller stated it's the parks meter.

Commissioner Penny stated she's going to be charged where it says "multifamily per unit."

Mrs. Heller stated, yes. The \$7.91 plus the water; so that's the increase.

Commissioner Penny stated it's a multiuse single meter.

Mr. Forte stated she's going to be very similar to Commissioner Penny's scenario.

Commissioner Penny stated exactly the same.

Mr. Forte stated she has a master meter and then everybody's charged behind the meters so they will be charged that \$7.91 per unit and then she'll be charged the actual...he doesn't know how the park management handles it.

Commissioner Penny stated the city doesn't know what her management is going to charge her.

Mayor Via closed public participation.

RESULT:	ADOPTED AT 2ND READING [UNANIMOUS]
MOVER:	John Penny, District 1 - Commissioner
SECONDER:	Roy Johnson, District 4 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

**ORDINANCE
2019-O-3018**

SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING SECTION 70-125, SECTION 70-276, AND SECTION 70-277 OF THE HOLLY HILL CODE OF ORDINANCE TO CHANGE RATES AND METHODOLOGY OF CHARGING WATER AND SEWER FEES; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, REPEALING THE EXISTING CHAPTER 70, "UTILITIES" ARTICLE IV "WATER SYSTEM" DIVISION 2 "EXTENSIONS, DEPOSITS AND CHARGES" SECTION 70-125 "USAGE CHARGES GENERALLY" OF THE CITY OF HOLLY HILL AND REPLACING IT WITH A NEW SECTION CHAPTER 70 "UTILITIES" ARTICLE IV "WATER SYSTEM" DIVISION 2 "EXTENSIONS, DEPOSITS AND CHARGES" SECTION 70-125 "USAGE CHARGES GENERALLY"; REPEALING THE EXISTING CHAPTER 70, "UTILITIES" ARTICLE V "SEWER AND SEWAGE DISPOSAL" DIVISION 17 "SEWER SERVICE CHARGES" SECTION 70-276 "ESTABLISHMENT" AND SECTION 70-277 "ESTABLISHMENT" OF THE CITY OF HOLLY HILL AND REPLACING IT WITH A NEW CHAPTER 70, "UTILITIES" ARTICLE V "SEWER AND SEWAGE DISPOSAL" DIVISION 17 "SEWER SERVICE CHARGES" SECTION 70-276 "ESTABLISHMENT"; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR SCRIVENER'S ERRORS, CONFLICTS SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE

DATE.

WHEREAS, the City of Holly Hill deems it in the best interest of the City of Holly Hill to revise its Water system usage charges by the repeal of its current Chapter 70 “Utilities”, Article IV “Water System”, Division 2 “Extensions”, Section 70-125 “Usage charges generally”, of the City’s Utilities Code, and replacing it with a new Chapter 70 “Utilities” Division 2 “Extensions”, Article IV “Water System”, Section 70-125 “Usage charges generally”; and

WHEREAS, the City of Holly Hill deems it in the best interest of the City of Holly Hill to revise its Sewer system usage charges by the repeal of its current Chapter 70 “Utilities”, Article V “Sewer and sewage disposal”, Division 17 “Sewer service charges”, Section 70-125 “Establishment” and section 70-126 “Establishment”, of the City’s Utilities Code, and replacing it with a new Chapter 70 “Utilities”, Article V “Sewer and sewage disposal”, Division 17 “Sewer service charges”, Section 70-125 “Establishment”; and

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

WHEREAS, by providing for provisions that the usage charges be adopted by meter size, the fee schedule will conform to currently accepted national and local industry standards, increases equity among customer classes, enhances affordability to low volume users, promote resource conservation and improve the ease of understanding; and

WHEREAS, the revised Chapter 70, “Utilities”, includes adopted reference that the usage fee structure for Utilities will be established by resolution of the city commission and shall be binding on the city commission and all agencies, boards, committees, departments and employees responsible to the city commission; and

WHEREAS, the City Commission of the City of Holly Hill, Florida finds that the revised Chapter 70, “Utilities” maintains a sound and sustainable financial plan for the city.

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

SECTION 1. Legislative Findings and Intent. Chapter 70 “Utilities”, Article IV “Water System”, Section 70-125 “Usage charges generally”, of the City’s Utilities Code, and replacing it with a new Chapter 70 “Utilities” Article IV “Water System”, Section 70-125 “Usage charges generally”, is hereby amended by repealing the existing Chapter 70 “Utilities”,

Article IV “Water System”, Section 70-125 “Usage charges generally”, of the City’s Utilities Code, and replacing it with a new Chapter 70 “Utilities” Article IV “Water System”, Section 70-125 “Usage charges generally”; to read as follows:

Sec. 70-125 Usage charges generally

- (a) Monthly use rate and other charges. City water customers will be charged monthly base, volume, renewal and replacement and other charges as set forth by the City Commission in the following subsections:
- (1) Base charges. The base charges, determined by meter size, customer category (single-family residential, multifamily residential unit, and non-residential) and number of occupancy units, shall be established by resolution of the City Commission.
 - (2) Volume charges. Volume charges, determined by gallons used (per thousand gallons) and customer category (single-family residential, multifamily residential unit, and non-residential) shall be established by resolution of the City Commission.
 - (3) Renewal and replacement fee. The renewal and replacement fee shall be determined by the number of occupancy units served by the potable water meter installed at the location and shall be established by resolution of the City Commission.
 - (4) Other charges. The city commission shall establish by resolution the charges for collection administrative, meter bench test, connection charges, meter deposits, service charges, method of billing and any other fees and charges required by this article.
- (b) In the case of multiple occupancy units served by a single meter, each occupancy unit shall be considered a separate customer for purposes of establishing a minimum monthly base charge and a renewal and replacement fee. As used herein, an occupancy unit shall be defined as a structure, or separated part of a structure, with plumbing connections sufficient to enable the occupant to obtain potable water from, or return waste to, the municipal water and sanitary sewer system. Each connection, either individual outlet or individual return or combination thereof, shall be treated as a separate occupancy unit unless the occupant can demonstrate that the actual use of the multiple connections within a given structure are under the exclusive control of a single person. In case a meter is installed in the potable water connection to each individual occupancy unit, each monthly bill for water furnished to such unit shall be based on the above-mentioned minimum monthly base fee and shall include the renewal and replacement fee. In case a single meter is installed in the water connection to two or more such units, each monthly bill for water furnished shall be rendered for an amount not less than the above minimum monthly bill for each occupancy unit served, together with the above-mentioned volume charges for water plus the renewal and replacement fee per unit. This multiple unit provision shall apply to users of the potable water system..
- (c) The monthly potable **water minimum charge (renewal and replacement fee)** base charge shall not be suspended during vacation periods or such periods of time that a property is vacated and the minimum charge (renewal and replacement fee) shall be levied in the amount as provided and established by resolution of the City Commission.
- (d) Residents of the City of Ormond Beach shall be charged the same rate as residents of the City of Holly Hill as long as the City of Ormond Beach offers the same consideration to the residents of Holly Hill served by Ormond Beach.
- (e) Effective October 1, 2019, and on October 1 of each subsequent year for five years, the potable water usage charges (base rate, and volume charges) shall be increased by a percentage equal to 5.5%.
- (f) In addition to the adjustment provided in subsection (e) above, the City Commission may review the potable water rates as appropriate and adjust the potable water rates accordingly to reflect the anticipated cost of operating the system as well as the anticipated debt service on all outstanding obligations, and anticipated capital expenditures.

- (g) If the city or any department, agency or instrumentality thereof shall avail itself of the services and facilities of the water system, it shall pay for the use of such services and facilities at the established rates, and all water used by the city for municipal purposes shall be measured by meter, and the water service charges paid by the city.

SECTION 2. Legislative Findings and Intent. Chapter 70 “Utilities”, Article V “Sewer and sewage disposal”, Division 17 “Sewer service charges”, Section 70-125 “Establishment” and section 70-126 “Establishment”, of the City’s Utilities Code, is hereby amended by repealing Chapter 70 “Utilities”, Article V “Sewer and sewage disposal”, Division 17 “Sewer service charges”, Section 70-125 “Establishment” and section 70-126 “Establishment” and replacing it with a new Chapter 70 “Utilities” Article V “Sewer and sewage disposal”, Division 17 “Sewer service charges”, Section 70-125 “Establishment” , Section 70-126 “Establishment”; to read as follows:

DIVISION 17. - SEWER SERVICE CHARGES⁽⁸⁾

Sec. 70-276. - Establishment.

- (a) Monthly use rate and other charges. City sewer customers will be charged monthly base, volume, renewal and replacement and other charges as set forth by the City Commission in the following subsections:

- (1) Base charges. The base charges, determined by meter size, customer category (single-family residential, multifamily residential unit, and non-residential) and number of occupancy units, shall be established by resolution of the City Commission.
- (2) Volume charges. Volume charges, determined by gallons of water used (per thousand gallons) and customer category (single-family residential, multifamily residential unit, and non-residential) shall be established by resolution of the City Commission.
- (3) Renewal and replacement fee. The renewal and replacement fee shall be determined by the number of occupancy units served by the potable water meter installed at the location and shall be established by resolution of the City Commission.
- (4) The rate charged by the city for high volume water users, purchasers of over 100,000 gallons of water per month, shall be determined based on the following formula:

(a) For the first 100,000 gallons of water purchased per month the current sewer rate will be applied to the number of gallons of water purchased to determine the sewer charge;

(b) If a user purchases more than 100,000 gallons of water per month, the current sewer rate will be applied to only the number of gallons of sewage actually returned for treatment;

(c) The difference between the number of gallons of water purchased each month and the number of gallons of sewage returned for treatment each month for high volume water purchasers (in excess of 100,000 gallons per month) shall be charged a rate equal to 20 percent of the current sewer rate, provided, however, that in no event shall the total monthly charge for sewer service be less than 60 percent of the charges which would have been incurred by non high-volume water purchasers.

(d) subsection (3) of this subsection, such owner, tenant or occupant shall install a city approved meter so that the amount of sewage flow can be determined. This meter shall be calibrated annually to insure the accuracy of the readings. All costs associated with the installation and calibration are the responsibility of owner, tenant or occupant. The owner,

tenant or occupant shall enter into an agreement with the city which shall include the above- described responsibilities of the owner, tenant or occupant.

- (5) Other charges. The City Commission shall establish by resolution the charges for collection administrative, meter bench test, connection charges, meter deposits, service charges, method
- (b) Occupancy unit for the purpose of sewer charges shall be defined in the same manner as occupancy unit for water usage shown in Chapter 70 "Utilities" Article IV "Water System", Section 70-125 "Usage charges generally" (b).
- (c) If the city or any department, agency or instrumentality thereof shall avail itself of the services and facilities of the sewer system, it shall pay for the use of such services and facilities at the established rates, and all water used by the city for municipal purposes (other than water which does not enter the sewer system of the city) shall be measured by meter, and the sewer service charges paid by the city.
- (d) The monthly sewer service charges (base and renewal and replacement) shall not be suspended during vacation periods or such periods of time that a property is vacated.
- (e) Residents of the City of Ormond Beach shall be charged the same rate as residents of Holly Hill as long as the City of Ormond Beach offers the same consideration to the residents of Holly Hill served by Ormond Beach.
- (f) Effective October 1, 2019, and on October 1 of each subsequent year for five years, the sewer usage charges (base rate and volume charges) shall be increased by a percentage equal to 5.5%.
- (g) In addition to the adjustment provided in subsection (e) above, the city commission may review the sewer rates as appropriate and adjust the sewer rates accordingly to reflect the anticipated cost of operating the system as well as the anticipated debt service on all outstanding obligations, and anticipated capital expenditures.
- (h) If the city or any department, agency or instrumentality thereof shall avail itself of the services and facilities of the sewer system, it shall pay for the use of such services and facilities at the established rates, and all sewer used by the city for municipal purposes shall be measured by water meter, and the water charges paid by the city.

Sec. 70-276. - Reserved.

State Law reference- User fees authorized, F.S. § 166.201.

SECTION 3. 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 4. That all ordinances made in conflict with this Ordinance are hereby repealed.

SECTION 5. That this Ordinance shall become effective October 1, 2019.

**APPROVED AND AUTHENTICATED on this 13th day of AUGUST, 2019
for second reading.**

Enacted and approved this 13th day of August, 2019, in Holly Hill



2. -2019-R-47 Resolution

Mr. Forte Stated that He is Going to Read Another Title: 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.

(Requested by Stella Gurnee, Finance)

Mr. Forte stated he wants to eliminate the part in the title of the Resolution where it says, “for the Fiscal Year 2019-2020”, and just say, “this Resolution sets the fees in place until they are changed.” Mr. Forte stated they don’t come back and update this annually. This stays in place unless they have a change to make. He’s going to re-read that title and eliminate that time off of there, if the Commission doesn’t mind.

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 ADOPTING A COMPREHENSIVE CITYWIDE FEE SCHEDULE. ~~FOR THE FISCAL YEAR 2019-2020.~~

Mr. Forte stated he will tell them for their discussion, in their agenda packet, they have a copy of Exhibit “A”, which is the Fee Schedule and in there, for the most part, the Commission is going to see all of the changes to the water and wastewater system. What staff also added to the Fee Schedule was a reduction in the address changes which wasn’t a part of the development plan going from \$100 down to \$50. They will also see an increase on waivers to a development of \$300 to go to the Board of Planning and Appeals. That’s pretty close to what they get for variances. At least the city will have a fee now if somebody wants to “not” do something that’s a requirement of the Code. Then they have the listing of all of the rates for the different meter sizes that the Commission saw on the PowerPoint tonight. It also reflects the 5.5% increase for the next five (5) years.

Stella Gurnee, Finance Director stated it’s actually in the Fee Schedule for just one (1) year so they will have to change it.

Mr. Forte stated so they’ll have to come back each year and change it. He didn’t want to do that. He wanted it to be for the five (5) years.

Commissioner Penny asked if it could be done automatically.

Mayor Via asked if they can do that?

Mr. Forte stated it’s in the Ordinance that there will be a 5.5% increase but it’s not in the Fee Resolution. He is trying to not have to bring it back so he’s wondering if they could,

by the motion, announce that there will be a 5.5% increase to these rates for the next five (5) years. ***What he will do is call Attorney Simpson and see if he can get a legal opinion on that.***

Mayor Via stated for the time being, they will set this Resolution to the side and come back to it. We'll start off with COMMUNICATIONS on the agenda.

Mr. Forte stated that he is going to read another title:

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.

Mayor Via opened public participation. No one spoke.

Commissioner Currie made a motion to APPROVE Resolution 2019-R-47 as stated above, seconded by Commissioner Danio.

PASSED, 5-0.

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

RESOLUTION

2019-R-47

MR. FORTE STATED THAT HE IS GOING TO READ ANOTHER TITLE: 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.

For the record: Mr. Forte stated that he is going to read another title:

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 September 18, 2018, the City Commission adopted Resolution 2018-R-63, 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 recent 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 2019-2020 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 2019-2020 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 2019-2020 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 2019-2020 Proposed Citywide Fee Schedule (Attachment "A") become effective on October 1, 2019.

APPROVED AND AUTHENTICATED on this 13th day of AUGUST, 2019.

Enacted and approved this 13th day of August, 2019, in Holly Hill


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

a.

Floating Holiday 2019

(Requested by Valerie Manning, City Clerk)

Mr. Forte stated that the Commission, each year, determines the floating holiday that's wrapped around Christmas and Christmas day is Wednesday this year. Staff polled the employees and the response was 70% that the employees would prefer the floating holiday be the day after Christmas, which is a Thursday. He needs the Commission's approval for that floating holiday.

*Commissioner Currie made a motion to **APPROVE the Floating Holiday to be the day "after" Christmas, which is Thursday**, seconded by Commissioner Penny.*

Mayor Via opened public participation. No one spoke.

PASSED, 5-0

Mr. Forte informed the Mayor and Commissioners that each year the city gets a Matching Safety Grant that the city gets reimbursement from for up to \$5,000 and this year the city was able to capture that grant early. If they noticed, there are cameras around City Hall both inside and outside for the safety of the employees and residents that visit City Hall, as well as, some other Public Works items the city was able to recoup, \$5,000 out of that Safety Grant and that comes from the city's insurance carrier so he just wanted to make the Commissioners aware of that. Mr. Forte mentioned that boat ramp at Sunrise Park. The boat ramp is well underway and there's been a number of Change Orders that have come in. Some of these Change Orders are exceeding his spending ability. He has the ability to spend 10% of the project or \$25,000, whichever is less. He shouldn't say "whichever is less"; as long as it doesn't exceed the \$25,000. Recently, he approved a Change Order for \$24,000 and there's another Change Order that came in for \$10,000. Accumulatively, it's exceeding his spending ability. The reason he did that, and he already approved the \$10,000 over is because that had to do with changes to the environment that they're working in. Out at the park, they found a storm drain pipe that went to nowhere. They had to lay a new storm drain pipe that came from the intersection of LPGA Blvd., and Riverside Drive out to the river. In doing that, as part of the storm drain that they're putting in, they're laying this pipe in the ground a couple of feet and they're finding enormous slabs of concrete and rebar. He went out there and saw it himself. In order for them to dispose of this, they have to haul this rebar out, this concrete; some of it was old palm trees. That area must have been used as a dumping ground at some

point before it was filled and paved over. He told them he was going to come to this Commission meeting tonight and request approval of that Change Order, this was last Tuesday, and he has them on a tight schedule due to the grants that the city is getting from FIND and ECHO. He looked at the city's CEI, our construction and engineering inspector, from DMC, that's the marine contractor that's overseeing the project, and he asked him if this was an emergency, will this delay the project and the CEI said if the city doesn't approve this today, which was last Tuesday, this could delay the project another seven (7) days, which would then put the city beyond the city's deadline and the city could, potentially, lose that grant money and he didn't want to lose the grant money, not for over a \$10,000 Change Order. So, he authorized that Change Order and he just needs the Commissioner's approval of that. The city is at about \$35,000 in Change Orders and he would like the Commission, by motion, to authorize him to go ahead and issue up to another \$10,000 in Change Orders because as they take off that parking lot that's in there, he doesn't know what they are going to find. Initially, they thought they were going to be able to remove that asphalt or concrete and then take the top layer of the dirt and use it as part of firm. Well, if they find slabs of concrete under there, they're going to have to haul that off and then they're going to have to haul in more dirt and that's going to create another Change Order. On top of that, they're Change Order, also, required...in order for them to stay on time, they're coming in on Saturday and doing work and there was \$5,000 worth of time in pay for them to come in on Saturday so that they meet the deadline. When he questioned that they said their operation is a Monday through Friday operation not a weekend operation. If they're ordered to come in on the weekend, the city has to compensate them for that.

Mayor Via asked does the motion that you seek, does it need that dollar amount allowance?

Mr. Forte stated he would like for the Commission to grant him another \$10,000 in Change Orders, not to exceed \$10,000.

Mayor Via asked and if it does?

Mr. Forte stated then he will have to come back.

Commissioner Penny stated well, we don't want to delay it. Can you spend \$25,000 anyways?

Mr. Forte stated the Commission can grant him another \$25,000.

Commissioner Penny stated he would be more comfortable with that.

Mr. Forte stated that's fine.

Mayor Via asked would that then be \$50,000?

Mr. Forte stated a total of \$50,000.

Mayor Via stated or would that be on top of \$25,000? Because you have your spending ability and then the Commission would grant you an additional...

Mr. Forte stated right now, he's authorized \$35,000.

Mayor Via stated, right.

Commissioner Penny stated his point is, can't he just authorize another \$25,000 on his own?

Mr. Forte stated, no. The Commission can. He's maxed out at \$25,000.

Commissioner Penny stated on this project.

Mr. Forte stated on this project.

Mayor Via stated oh, because it's "by project".

Commissioner Penny stated, okay.

Mr. Forte stated, right.

Commissioner Penny stated he thought it was by incident.

Mr. Forte stated no, he can't split it up. It's by the project so if the Commission wants to authorize to him up to another \$25,000 for this project, not to exceed \$25,000 that would be good.

Commissioner Penny stated, okay.

Mayor Via stated obviously, they have to make sure that they meet the deadline.

Commissioner Penny stated the city can't lose that grant.

Mayor Via stated they city can't lose that grant money. So, the City Manager would be seeking authorization for an additional \$25,000 spending ability if an emergency comes up.

Mr. Forte stated, yes.

*Commissioner Penny made a motion to **APPROVE** authorizing the City Manager to spend up to \$25,000 spending ability for this project in addition to the \$35,000 that the Commission is approving tonight, seconded by Commissioner Johnson.*

Mayor Via opened public participation.

Lynne Smith, 107 7th Street, Holly Hill asked if the contractors proposal or contract say that they would complete the project in "x" time period so that the city wouldn't miss the grant deadline?

Mr. Forte stated, no. Unfortunately, they were giving...the long story to this is the city rushed this back in January 2019 but they were given their Notice to Proceed, didn't start until later because they didn't want a Notice to Proceed until their equipment and materials were on site. They technically, by contract, have a later date to finish but he's holding them to the contract date.

Mrs. Smith stated she was just wondering why the city has to pay them extra money to work on Saturday if they said they were going to complete this project by "x" date.

Mr. Forte stated their completion date is after the city's deadline.

Mrs. Smith stated, okay.

Mayor Via stated and that was work that popped up unexpectedly.

Mayor Via closed public participation.

PASSED, 5-0.

Mr. Forte stated the last thing he wanted to mention, a couple of months ago the city lost Judy Hutchinson who was a staple in the Parks and Recreation Department and this week the city lost her boss, Chuck Beach. He's known Chuck for a very long time as long as he's been employed with the city, and he knows many of the Commissioners have. He knows the Mayor used to play baseball under Chuck's tutelage. Chuck was the coach and leader of the city's sports program. With losing Judy and now losing Chuck, he would confirm that this is the end of an era.



b.

Safety Matching Grant - Risk Management

(Requested by Valerie Manning, City Clerk)



c.

Sunrise Park South Improvement Change Orders Request

(Requested by Antoine Khoury, Public Works)



B. City Attorney Comments

Not present.

C. City Commission Comments

Commissioner Johnson mentioned that he is happy that the city leans towards helping out the residents and businesses for Holly Hill. Helping people on Nova Road by moving the signs. There are so many things that the city can do that really doesn't hurt anyone and it doesn't really hurt the city any and the city gives a little bit and by giving a little bit, they get to take a lot because a lot comes back to the city. It looks good and it looks like the city is trying to move forward and make the city better and it's making it better for the people that live here just like when his business got annexed into the city from the County, the first thing that the city tried to do was drop the zoning on it. He had to come to City Hall and fight all of that but he won it and got it back and even the County said they couldn't do that. Sometimes the city just has to give and help the people and make it work. He saw a lot of that tonight and he really appreciates that.

Mayor Via asked Mr. Forte if he got a hold of Attorney Simpson but because they publicly advertised this, what we may do is just table this to a date and time certain for the next meeting. *(Attorney Simpson was returning Mr. Forte's call at this time)*

Commissioner Penny mentioned that he had the honor to represent the city and the Mayor while he was out of town to read a Proclamation to Bissy Holden who was recognized as Communicator of the Year 2019 for Public Relations work for Volusia and Flagler counties; this Flamingo thing concerns him but he believes staff will take care of it. Commissioner Penny mentioned that he received a call from a single-mother who received a water bill for over \$600 and he asked for her to come to City Hall and meet with Mr. Forte and the Utility Billing Supervisor and it was corrected, there was an error found. A lot of people's front yard, really isn't their front yard, it's the city's right-of-way. Hopefully, any gaps on the residents lawns on Flamingo Drive will be fixed. He trusts that staff will handle the concerns. Commissioner Penny mentioned that he has someone that would like to be on the Bicycle Pedestrian Advisory Committee (BPAC) with the TPO and he wanted to ask the Commission if it was okay to submit his name to

be a representative. He is aware that Gilles Blais serves as that for Holly Hill but knows that Mr. Blais sits on another board with the TPO as a representative for the city. ***There was consensus from the Commission and Commissioner Currie, who serves on the TPO board and would have to be the one to appoint the new member, Ned Wolfarth, to have Mr. Wolfarth be the new representative. The City Clerk will notify by email that Mr. Wolfarth will be the new representative for the city to serve on the BPAC.***

Commissioner Currie mentioned that National Night Out was a great event, a lot of vendors and they were glad to be there; the Welcome Back to School at HHK-8 event on Monday, great to see all the kids; Flamingo Drive issues will be taken care of; thanked everyone for keeping her granddaughter in prayer; won't be able to attend the next TPO meeting on August 28th so Commissioner Johnson will be able to attend for her.

Commissioner Danio asked if Commissioner Penny can find out about FLC possibly changing their August annual conferences to the summertime because of it being the month the kids go back to school; asked what they thought about changing the Trunk or Treat event to Fridays from now.

Commissioner Penny suggested before they make a change on Trunk or Treat being on Friday's from now on, he recommends getting in touch with the Chamber of Commerce first because the businesses come in and support that. He suggested the city get the approval from the Chamber first before the Commission makes the decision.

Commissioner Danio stated he has no problem with that. He just thinks it will be advantageous to everybody if it's consistent.

Mr. Forte stated he will bring it up at the Chamber Board meeting tomorrow.

There was consensus to change Trunk or Treat to Friday's from now on if the Chamber of Commerce is on board with that.

At this time, they went back to Resolution 2019-R-47 for discussion. ***(For this agenda item, go to that section of the meeting for the minutes)***

D. Mayor's Comments

Mayor Via mentioned that he, too, has received a lot of calls about Flamingo Drive and has spoken to Mr. Forte extensively about it and wants to thank staff because they have put a lot of time into this and there's a list of things that he knows staff is going through right now and he wants the residents to know that they hear them. Staff is going to see if help can be provided. Mayor Via stated that he is looking forward to the Florida League of Cities conference. Chuck Beach, my dad and him were good friends. Chuck was like the dad to all the kids who didn't have dad's out there. He took so many kids under his wing. He was a good guy. He always had the right demeanor and a calm guy, never got upset. Definitely, an end of an era, especially with what's going on at Hollyland Park. It's a rebirth of what's happening.

9. ADJOURNMENT

The meeting adjourned at approximately 9:30 PM.



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

5.1

MEETING DATE: August 27, 2019
FROM: Stella Gurnee
SUBJECT: A Resolution of the City of Holly Hill, Florida, Authorizing a Piggyback Contract for Utility Bill Print and Mailing Services with Enco Utility Services Florida LLC; Providing for Implementing Administrative Actions; Providing for Conflicts; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2019-R-48
APPLICANT:
PLANNER:

DISCUSSION:

This Resolution authorizes Utility Bill Print and Mailing Services through entering into a piggyback agreement between City of Holly Hill and Enco Utility Services Florida LLC., as seen in Exhibit “A”. The current contract with Enco expires August 27, 2019.

Current City of Holly Hill Purchasing Policies and Procedures

Resolution 2018-30 -SECTION I - ALTERNATE ACCEPTABLE MEANS OF PROCUREMENT

POLICY 2.39 OTHER GOVERNMENT ENTITIES’ CONTRACTS

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

Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form of intergovernmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.).

The City of Holly Hill has determined that in this circumstance, piggybacking a contract entered into by the City of Milton with Enco Utility Services Florida, LLC., (Exhibit A) is the most economically advantageous way for the City to procure these services.

Enco Utility Services Florida, LLC., formerly Municipal Code Corporation Inc., has been providing Utility Bill Print and Mailing Services services for years to government agencies. They provide quality services at competitive prices and can be depended upon to provide the required services to the City. Enco Utility Services Florida, LLC., has provided a letter of agreement to allow the City of Holly Hill to piggyback off of the City of Milton RFP#2017.10.014 and contract, which went into effect February 1, 2018 and expires January 31, 2020 with option to continue renewals annually.

FISCAL

ANALYSIS:

The new contract increases annual costs for the mailing portion is estimated at \$936. Annual cost increase for e-bills is \$486. The new contract also offers additional services that the City can take advantage of such as email, text, and voice notifications. The planned Fiscal year 2020 budget includes sufficient funds for these cost increases.

STAFF

RECOMMENDATION:

Recommend approval of resolution 2019-R-xx authorizing a piggyback contract for utility bill printing and mailing service with Enco Utility Services Florida, LLC.

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:

AUTHORIZING A PIGGYBACK CONTRACT FOR UTILITY BILL PRINTING AND MAILING SERVICES WITH ENCO UTILITY SERVICES FLORIDA LLC.; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS.

ATTACHMENTS:

- Milton Florida PRINT RFP (2) (PDF)
- Milton FL Contract Signed (3) (PDF)
- Award Letter.Bid Tab (1) (PDF)
- Milton Assignment & Assumption Document (1) (PDF)
- Holly Hill - Enco contract piggyback agreement 08 20 19 (PDF)

Resolution No. 2019-48

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING A PIGGYBACK CONTRACT FOR UTILITY BILL PRINT AND MAILING SERVICES WITH ENCO UTILITY SERVICES FLORIDA LLC; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**A RESOLUTION OF THE CITY OF HOLLY HILL,
FLORIDA, AUTHORIZING A PIGGYBACK CONTRACT
FOR UTILITY BILL PRINTING AND MAILING
SERVICES WITH ENCO UTILITY SERVICES FLORIDA
LLC.; PROVIDING FOR IMPLEMENTING
ADMINISTRATIVE ACTIONS; PROVIDING FOR
CONFLICTS; PROVIDING FOR SEVERABILITY; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City of Holly Hill desires to enter into a like contract for Utility Bill printing and mailing services with Enco Utility Services Florida LLC. under the same terms and applicable conditions as that prior agreement entered into by the City of Milton; and

WHEREAS, Chapter 287, Florida Statutes, grants the authority to piggyback the purchase of goods and services as a form inter-governmental cooperative purchasing in which a public purchaser requests competitive sealed bids, enters into a contract, and arranges, as part of the contract, for other public purchasing units to purchase from the selected vendor under the same terms and conditions as itself in order to take advantage of the better pricing that large purchasers are able to obtain in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.); and

WHEREAS, the City of Holly Hill desires to retain the services of Enco Utility Services Florida LLC. in accordance with the pricing established in the City of Milton contract for Utility Bill printing and mailing services; and

WHEREAS, pursuant to the City's purchasing policy, "piggyback" contracts are allowed for existing government contracts; and

WHEREAS, the City Commission of the City now desires to (i) authorize and approve the form of the contract between the City of Milton and Enco Utility Services Florida LLC. any exhibits attached thereto, and any other related documents and, (ii) the execution and delivery of the documents and (iii) provide additional limited general authority; and

WHEREAS, the City has determined that in this circumstance, piggybacking onto a contract entered into by Enco Utility Services Florida LLC. is the most economically advantageous way to procure these goods and services; and

WHEREAS, the City has performed all acts, conditions, and things relating to the acquisition of the software as are required by the Constitution and Laws of the State of Florida, and the Charter and Code of Ordinances of the City; and

WHEREAS, the City of Holly Hill has determined that the City of Milton bid will meet the needs of the City to provide efficient and effective Utility Bill printing and mailing services to the City; and

WHEREAS, Enco Utility Services Florida LLC. has previously entered into a contract with the City of Milton to Utility Bill printing and mailing services on February 1, 2018 (attached as Exhibit A hereto).

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

SECTION 1. Authority for Resolution. This Resolution is adopted pursuant to Article VIII, Section 2, of the Constitution of the State of Florida and Chapter 166, Florida Statutes, (collectively, the "Act")., as well as the City Charter and Code of Ordinances.

SECTION 2. Definitions. As used herein:

- (a). "City" means the City of Holly Hill, Florida.
- (b). "City Manager" means the City Manager of the City or designee.
- (c). "Clerk" means the Clerk of the City or designee.
- (d). "Finance Director" means the Finance Director of the City.
- (e). "Mayor" means the Mayor of the City or in the Mayor's absence or unavailability the Vice-Mayor.
- (f). "City Attorney" means the City Attorney of the City or designee.

SECTION 3. Findings and Awards.

(a). The findings and declarations of the City contained in the above WHEREAS clauses are hereby incorporated as a part of this Resolution.

(b). It is in the best interest of City and its inhabitants to contract with Hilltop Securities Inc. for financial advisory services.

(c). It is hereby ascertained, determined and declared that in light of prevailing and anticipated market conditions, it is in the best interests of the City to enter into a contact with Hilltop Securities Inc.

SECTION 4. Authorization of Contract. The forms of the scope of services and contract documents attached hereto, Exhibit 1, or as may be required to be modified are hereby approved. The City Manager is hereby authorized to execute said agreement for banking services, in substantially the forms attached hereto. The total cost shall be based on individual work assignments made by the City to Enco Utility Services Florida LLC.

SECTION 5. Additional Authorizations Concerning the Scope of services and Contract. The City Manager, or designee(s), are hereby charged with the responsibility for implementing the agreement for utility bill printing and mailing services.

SECTION 6. SEVERABILITY. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

SECTION 7. CONFLICTS. All resolutions of the City or parts thereof in conflict herewith, if any, are hereby repealed to the extent of such conflict.

SECTION 8. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

APPROVED AND AUTHENTICATED on this 27th day of AUGUST, 2019.



City of Milton

REQUEST FOR PROPOSALS (SEALED)

RFP #2017.10.014

UTILITY BILLING SERVICES-OUTSOURCING

DELIVER SEALED BIDS BY:

DECEMBER 14, 2017 at 2:00 pm

Submit all inquiries concerning this Request for Proposals in writing to:

Michelle Abrahamsen, Purchasing & Risk Manager

City of Milton
P.O. Box 909
6738 Dixon Street
Milton, FL 32572

Email Inquiries to:

mabrahamsen@miltonfl.org

**CITY OF MILTON
REQUEST FOR PROPOSALS
(RFP) (SEALED)**

RFP Number: 2017.10.014

Issue Date: November 21, 2017

Title: Utility Billing Services
Outsourcing

Issuing Entity: Purchasing Department
6738 Dixon Street
P.O. Box 909
Milton, Florida 32572

Period of Contract: February 1, 2018 to January 31, 2020 with yearly options

Work Sites: City of Milton

If bids are mailed, send them directly to the Issuing Entity shown above. If bids are hand delivered, deliver to: Milton City Hall, Purchasing Department c/o Michelle Abrahamsen, 6738 Dixon Street, Milton, Florida. For regular U.S. mail please mail to P.O. Box 909, Milton, FL 32572.

*****FACSIMILES OR EMAILED BIDS ARE NOT ACCEPTED*****

In compliance with this Request for Proposals and subject to all conditions imposed therein, the undersigned agrees to furnish the services at the prices indicated on the Bidder's Official City of Milton Bid Form.

A public bid opening will occur at Milton City Hall, 6738 Dixon Street, Milton, Florida 32572 on December 14, 2017 at 2:00 p.m.

Potential Bidders shall direct all questions or inquiries in writing **no later than December 08, 2017 at 12:00 p.m.** Michelle Abrahamsen at mabrahamsen@miltonfl.org. Revisions to the solicitation are made only by addendum issued to the Purchasing Office.

The City will post addendums, the results of this bid opening and tabulations on Vendor Registry and The Florida Purchasing Alliance, which can be accessed at <http://www.miltonfl.org/322/Purchasing>

Note: This public body does not discriminate against faith-based organizations in accordance with the Florida Statutes, 287.094(4) or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

Attachment: Milton Florida PRINT RFP (2) (2019-R-48 : Enco (Municode) Utility Bill Print and Mailing Services)

City of Milton

Request for Proposal

The City of Milton, Florida is requesting sealed proposals for:

RFP #2017.10.014 – Utility Billing Services (Water, Sewer, Gas, Storm Water and Garbage)

1. **Sealed Proposals:** Please complete the attached forms including the **City of Milton Proposal Sheet, Attachment A-Public Entity Crime Form, Attachment B-References, and Attachment C-Non-Collusion Affidavit** and return three complete copies to the City of Milton Purchasing Department- c/o Michelle Abrahamsen. All proposals must be signed, sealed and labeled “City of Milton Purchasing Department, c/o Michelle Abrahamsen, **RFP #2017.10.014 Utility Billing Services, Due December 14, 2017**”. Unsealed proposals, including faxed proposals, will not be considered. Please retain a copy of your proposal with all attachments for your file.
2. **Due Date and Time:** Proposals furnishing the services described above will be received at Milton City Hall located at 6738 Dixon Street **until December 14, 2017 at 2:00 p.m.** Any proposals received after the above stated time will not be considered. It is the responsibility of the person/firm submitting a proposal to ensure that it is received at the physical address of the Milton City Hall prior to the stated deadline. **Proposals will be publicly opened and recorded on December 14, 2017 at 2:00 p.m.**
3. **Acknowledgement and Amendments:** Receipt of any amendment of this RFP must be acknowledged, in writing, prior to the stated submission deadline. Such acknowledgement must be submitted with the offer.
4. **RFP is not an Order:** This Request for Proposal is not to be considered as an order by the City of Milton.
5. **Award:** Contract award to the most responsive and responsible offeror will be issued only if the offer conforms to the RFP and the contract award is most advantageous to the City of Milton as set forth in the evaluation criteria. **The City Council reserves the right to accept the best bid for the city or reject all bids**
6. **Period of Performance:** The Period of Performance for this RFP is February 01, 2018 until January 31, 2020.
7. **Public Record:** Any information contained in proposals submitted to the City of Milton are subject to public disclosure. However, the City of Milton shall continue to abide by public records laws in the maintenance of confidential and proprietary information.

Attachment: Milton Florida PRINT RFP (2) (2019-R-48 : Enco (Municode) Utility Bill Print and Mailing Services)

THE CITY OF MILTON
REQUEST FOR PROPOSAL (RFP)
UTILITY BILLING SERVICES-OUTSOURCING
(WATER, SEWER, GAS, STORM WATER AND GARBAGE)

The City Of Milton, located at 6738 Dixon Street, Milton Florida, 32570 is accepting proposals for RFP #2017.10.014 Utility Billing Services-Outsourcing (Water, Sewer, Gas, Storm Water and Garbage).

General Information

1. The City of Milton provides water, sewer, gas, storm water, and garbage services to 11,000 plus accounts in the City of Milton, Florida. The billing data for this customer base is developed primarily from water and gas meters at each location. The customer base is divided into four (5) billing cycles, which are billed once a month. All accounts are billed each month, with the expectation of a payment being received from each.

The City of Milton is receiving proposals to contract with a Service Provider for the following services:

- Receiving and formatting billing data to print, insert, sort and mail the utility bills. This process is to include the inserting of the monthly statement(s) in a double window envelope with a security tinted return envelope. Occasionally an additional insert provided by the City of Milton will need to be included.

Interested parties must submit proposals to the City of Milton Purchasing Department c/o Michelle Abrahamsen for their proposals to be considered. Proposals shall be submitted exactly as described on the proposal form.

The term of the contract will be for a period of two (2) years. Thereafter, the City of Milton may, at their option and in agreement with the vendor, renew for successive twelve (12) month periods.

Proposal

The proposal should include:

1. *Management Summary* - Provide a cover letter indicating the underlying philosophy of the firm in providing the service.
2. *Approach* - Describe in detail how the service will be provided. Include a description of the major task and subtasks.
3. *Corporate Experience and Capacity* - Describe the experience of the firm in providing the service, give the number of years that the service has been delivered, and provide a statement as to the firm's capacity to fulfill the terms of the proposal and/or the need for expansion to handle the service.
4. *Staffing* – Describe the qualifications and experience of the Key personnel performing the work.
5. *References* - Give at least five utility customer references for contracts of similar size, scope, and utility billing software. Include the name of the organization, and the name and telephone number of a responsible contact person.
6. *Utility Software* – The Service Provider must have extensive experience utilizing SunGard Public Sector data files and the references above must include other customers that use the SunGard Public Sector (now Superion) software.
7. *Additional Data* - Provide any additional information that will aid in evaluation of the response.
8. *Cost Data* - Use the attached Proposal Sheet to submit formal unit cost data.

Submittal of an extensive and elaborate proposal is not necessary. A clear, concise proposal in the specified proposal format is requested together with all necessary information and attachments included.

Submit proposals to:

The City of Milton
 Purchasing Department
 c/o Michelle Abrahamsen
 Bid Opening —City of Milton Bill Outsourcing
 6738 Dixon Street
 Milton, Florida 32570

Specifications, Terms and Conditions

1. For the purpose of this proposal, Service Providers should base proposal responses on approximately 11,000 utility bills per month.
2. City of Milton hereby requests proposals for the service inclusive of processing, laser printing in highlight color on form, folding, inserting, along with remittance envelope, sorting, and delivery of bills to the USPS on a monthly scheduled basis in four (4) different bill cycles.
3. City of Milton will occasionally have inserts for the bills.
4. The term of this full service contract shall be for a period of two (2) years, commencing on a mutually agreeable date and ending two years later. Thereafter City of Milton, may at their option and in agreement with the vendor renew for successive 12 month periods.
5. City of Milton reserves the right to evaluate the vendor's qualifications. Only those vendors/contractors who, in the opinion of the City of Milton, meet the minimum necessary qualifications will have their price and contract/agreement proposal evaluated.
6. License Requirements: Service Provider shall furnish with the proposal documents a copy of the appropriate State or County business license.

Scope of Proposal

1. Service Provider will design in conjunction with City of Milton a two-color (black with a second variable laser highlight color of blue, green or red), one-sided bill form that is 8 ½" x 11" in size. The bill design will include an appropriate scan line for remittance processing, a message area (variable data text messages shall be printed in the highlight color ink), different sized fonts to enhance readability, a bar chart (if requested by City of Milton) and a City of Milton logo. Service Provider will agree to purchase and maintain a sufficient supply of billing forms and envelopes to ensure an uninterrupted supply for printing requirements.
2. Service Provider will notify the City of Milton in writing, and receive approval from the City of Milton, of any required changes to forms or envelopes prior to implementation.
3. City of Milton will provide Service Provider with any additional forms to be inserted with the bills. The Service Provider must agree to receive a drop shipment of the inserts necessary to supply a one-month cycle of bills. City of Milton will work with the Service Provider to design the inserts to conform to the specifications required for successful insertion by the equipment used by the Service Provider.

Programming

Service Provider will provide a quote for initial programs required to print billing information from the data/print file provided by the City of Milton to the approved City of Milton bill form. City of Milton will compensate Service Provider for program changes involving bill layout changes requested by the City of Milton after the initial program has been put into place.

Provide quote for the programming fee for set-up and changes on the Proposal Sheet.

Computer Related Processing Requirements

1. City of Milton data/print files will be transferred to the Service Provider via FTP. It will be the responsibility of the Service Provider to assist City of Milton during the configuration process of the FTP link. City of Milton will transmit five (5) sets of data/print files to the Service Provider each month plus any small batches for final bills and off-cycles. City of Milton currently uses SunGard Public Sector (now Superion) utility billing software. But the Service Provider agrees to assist City of Milton if their utility billing software changes.
2. Currently City of Milton bills five (5) cycles of approximately 1800 to 4200 bills per cycle per month and as such will transmit eleven thousand (11,000) data/print files to the Service Provider each month. Each one of these data/print files will be treated as a separate billing, and each shall be subject to the requirements set forth in this proposal.
3. City of Milton is always seeking ways to be more efficient and to position itself for the future utilizing the latest technology to meet the needs of the ever-growing variable data applications. Service Provider should comment on ancillary services that they are able to perform, for future use, such as on-line services and electronic bill presentment, along with other existing or new features and offerings, etc.

Performance Requirement

1. Service Provider will print, insert and mail all utility bills for City of Milton within 24 hours after successful receipt of the data/print file for City of Milton.
2. The Service Provider shall provide City of Milton a document, or another method, indicating the number of bills received electronically for printing, as well as the postage breakdown as USPS Automation Qualified starting at First Class 5-Digit Rate of the billing cycle prior to the mailing of bills

3. Upon award of contract, the successful Service Provider must be ready to accept the first production data/print file within six (6) weeks from date of receipt of all required information from the city.

Record Retention and Data Backup

Service Provider will retain City of Milton billing data/print file until the Service Provider receives the next data/print file. Service Provider should comment on daily backup rotation and storage of data in the proposal package.

Service Provider Invoice Procedure

The Service Provider will provide City of Milton a monthly invoice broken down by each data/print file or cycle sent by City of Milton. The invoice will detail the number of bills processed and the amount of postage paid for each data/print file along with any other itemized charges.

Postage Rates

1. All postage costs will be incurred initially by the Service Provider and billed at cost to City of Milton as part of the monthly bill. City of Milton will allow vendor to set up an escrow account for postage, if needed. The vendor will provide a monthly manifest detailing the total bills printed, mailed and the dollars billed to City of Milton for postage services.
2. The Service Provider must mail the bills starting at the USPS 5-Digit Rate (or lowest) as qualifies to obtain the largest postage discounts. The Service Provider must have postal software in-house to process and sort. The Service Provider must CASS certified each cycle.
3. Bar coding, arranging and sorting of the mail shall be utilized to qualify for the lowest postage charges consistent with USPS standards. The mail must be delivered to the USPS within 24 hours of receipt of FTP file from City of Milton.
4. The Service Provider must be certified by the USPS. This will allow for one (1) and two (2) ounce mail pieces to go into the same mail-stream to maximize the postal discounts.
5. The Service Provider shall make periodic recommendations for improving mail delivery, postage savings and reducing mailing costs.

Confidentiality

Service Provider on behalf of itself and its employees agrees to keep confidential all records and other information with respect to City of Milton and its customers. City of Milton on behalf of itself and its employees agrees to keep all information with respect to the Service Provider's system confidential. However, if either party is required to produce any such information by order of any governmental agency or other regulatory body, it may, upon not less than five (5) days written notice to the other party, release the required information.

References

Service Provider shall submit with the proposal documents a reference list with at least five utility customers with the same or similar scope of work and should include the company name, address of the business and a contact name, phone number and utility billing software used.

Paper and Print Quality and Requirements

1. Printing shall be laser quality with a resolution of at least 600 x 600 DPI. The paper should be of a brightness factor to allow for a contrast ratio of paper to print to ensure reliable OCR scanning.
2. Bills will be printed on 8 ½" x 11", 24# bond, with perforation. In the event that City of Milton requests it, the Service Provider must have the capability to print a bar chart displaying the customer's usage over a 12- month period.
3. The Service Provider must have the ability to print variable messages and data on the bills by utilizing highlight color text when requested.
4. Envelopes should be a double window (#10) that will allow for the outgoing address on the bottom, with the return address and City of Milton logo in the top window. The appropriate size return window envelopes (#9) must be security tinted on the inside.
5. Service Provider must include in the proposal one set price per piece (bill) that is all-inclusive for the production of the billing statement. This would include the processing, laser printing in highlight color on form, folding, inserting, along with remittance envelope, sorting, and delivery of bills to the USPS.

Customer Service and Quality Controls

Service Provider should indicate its customer service organizational structure for the services included. Service Provider should describe the chain of command for problem resolution.

Service Provider should describe its quality assurance and control check points within the printing and inserting operation. What process is used to insure that the correct undamaged data production file was received?

Data formatting on the customer bill/statement and return envelopes will be in accordance with the requirements of the U.S. Postal Service. Any data receipt problems, print or insert errors should be reported to City of Milton immediately upon recognition of such errors.

CITY OF MILTON
PROPOSAL SHEET

RFP # 2017.10.014 Utility Billing Services
(Water, Sewer, Gas, Storm Water and Garbage)

Base Price

\$_____ Unit price per statement, water bill processed (includes, processing, sorting, printing of statement in highlight color laser, form, folding, inserting, mailing envelope, return envelope and delivery to USPS).

\$_____ Charge for additional bill inserts

\$_____ Average postage per piece, consider postal sort starting at 5-Digit Rate as qualifies. (Realizing that cost will be estimated, provide best estimate per statement)

\$_____ One-Time Programming fee per hour for set-up along with the estimated hours it takes for a typical customer set up.

\$_____ Programming fee per hour for changes after initial set-up

Note: On a separate document, Service Provider may include a price list for any additional services provided that could be considered in the future by City of Milton.

Comments:

Submitted by:

Name of Service Provider: _____

Address of Service Provider: _____

City/State/Zip: _____

Primary Contact Person: _____

Title: _____

Telephone Number: _____ Email Address: _____

***ATTACHMENT A – PUBLIC ENTITY CRIME FORM**

**SWORN STATEMENT PURSUANT TO SECTION
287.133(3)(A). FLORIDA STATUTES ON PUBLIC ENTITY
CRIME**

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

1. This sworn statement is submitted to _____

By _____

(print this individual's name and title) for

(print name of entity submitting statements)

whose business address is _____

and if applicable whose Federal Employer Identification Number (FEIN) is _____

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement:

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, mean a violation of any state or federal law by a person with respect to and directly related to the transactions 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 any 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.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of 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 case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in a relation to the entity

submitting this sworn statement. (Please indicate which statement applies).

____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. AND (Please indicate which additional statement applies).

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

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

(Signature)

City of _____

STATE OF FLORIDA

Sworn and subscribed before me this _____ day of _____, 200_ by

_____ who is Personally known to me _____

Or who produced identification - _____
(Type of Identification)

(Signature) Notary Public—State of Florida

(Printed, typed or stamped commissioned name of notary public)

My commission expires _____ (SEAL)

*ATTACHMENT B - REFERENCES

QUALIFICATIONS OF BIDDER: Bidder must have the capability and capacity in all respects to fully satisfy the contractual requirements.

Indicate the length of time you have been in business providing this type of service and/or product.

_____ years, _____ months

Provide a list of at least three (3) similar accounts, that your firm has provided similar goods and/or service to in the past twelve (12) months.

1. Company Name: _____
 Contact: _____
 Email Address: _____
 Phone Number: _____
 Area Serviced: _____ Size: _____ Type: _____
 Job Dates: _____ Beginning: _____ End: _____

2. Company Name: _____ Contact: _____
 Email Address: _____ Phone Number: _____
 Area Serviced: _____ Size: _____ Type: _____
 Job Dates: _____ Beginning: _____ End: _____

3. Company Name: _____ Contact: _____
 Email Address: _____ Phone Number: _____
 Area Serviced: _____ Size: _____ Type: _____
 Job Dates: _____ Beginning: _____ End: _____



City of Milton

*ATTACHMENT C - NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

Owner, Partner or Officer of Firm

Company Name, Address, City and State

Being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the bidder to submit the attached bid. Affidavit further states as proposer, that they have not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding; or with any officer of the City of Milton or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between bidders and any official of the City of Milton or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

FIRM NAME: _____

SIGNATURE: _____

TITLE: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by the above signed acting on behalf of the organization/company. He/she is personally known to me or has produced _____ as identification and did (did not) take an oath.

SEAL

Notary Signature



UTILITY BILL PRINTING & MAILING SERVICES

Proposal for the City of Milton Florida

municode
CONNECTING YOU & YOUR COMMUNITY

Website Design
Codification Services
Online Payments

Woody Estep - westep@municode.com - 850.576.3172 ext. 1410 - Cell: 850.545.9345

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COVER LETTER

Thursday, February 01, 2018

Dear City of Milton

Thank you for the opportunity to present our utility statement printing and mailing services proposal. We are excited to help you connect with your community. Our relationship and exceptional service sets us apart within the industry. We are not a large commercial printer with the lowest pricing, but we are your long-term partner. Our innovative technology allows you to connect to your community through your codes and ordinances and now with your utility bill printing and mailing and electronic payment collection.

Why Choose Municode?

Reputation: We are proud to serve the cities in the southwest using your software vendor, SunGard.

Focus: We are solely dedicated to helping cities, such as yours, provide unparalleled services to their community's.

Experience: We offer industry-leading utility bill presentment services exclusively for the local government. We do not print for healthcare, financial institutions, or retail clients. Currently, we process, print, insert, and mail over 10 million statements for over eight-five municipalities.

Quality: Our clients trust that we mail their statements in a timely manner and are always correct. Our Quality Control (QC) process includes equipment such as scanners, optical readers, and manual checks to ensure that statements are accurate.

24-Hour Statement Turnaround: Your revenue stream is important to us, so your statements reach the USPS within 24 hours or the next USPS business day.

Superior Customer Service and Relationships: We believe customer service is not a department, but an experience. We carefully listen to your concerns and current efforts to provide you with custom tailored solutions. We pride ourselves in our brief response time which is normally a few minutes for inquiries via e-mail or within the half-hour for phone calls.

Tomorrows Technology, Today: We offer an EBPP Platform with mobile applications such as *Pay-by-Text*, *text statement notifications*, *voice reminders*, *Pay-by-phone options*, and *customer self-management*. We can add these services as your municipality grows.

Custom Developed Solutions: The strength of our offering is not only the product itself, but also our ability to help you meet your goals. We help you design the right bill statement to cut staff calls, to provide conservation messaging, to create efficient payment processing, and to increase adoption rates for paperless billing or electronic payments. Also, we offer additional services like a mobile-optimized electronic payment platform or an industry-leading municipal website design with full content management features.

I will serve as the primary contact regarding your response. Please let me know if you have any additional questions, comments, or concerns. Thank you again for your consideration.

Sincerely,



Woody Estep

Bill Presentment & Mailing Services
850.576.3172 ext. 1410 / Cell: 850.545.9345
westep@municode.com

Attachment: Milton FL Contract Signed (3) (2019-R-48 : Enco (Municode) Utility Bill Print and Mailing Services)

QUALIFICATIONS

Company Profile

Municode's mission is to connect public sector organizations to their communities. Whether it's through custom website design, our online payment portal, the legal codification process, or our robust suite of online legislative search tools, our goal is to provide local government agencies products and solutions that promote transparency, efficiency. Our services enable organizations to more effectively serve their staff and their communities.

Municode has been in business for over sixty-five years and partners with more than 4,200 government agencies across all fifty states. Municode is a privately-owned corporation and is financially sound with no debt. Our leadership is focused on improving Municode through investments in people and technology. Our culture is conducive to long-term employees. This makes for an experienced and stable workforce, so our clients can establish a long-term partnership.

Headquartered in Tallahassee, Florida, our facility includes three buildings, totaling 46,000 square feet, and employs approximately 171 employees. We have regional offices in Loveland, Colorado; Blaine, Minnesota; Chapel Hill, North Carolina; Fort Worth and Edinburg, Texas; Charlottesville, Virginia, and Seattle, Washington.

Corporation Name: The Municipal Code Corporation
Incorporation Date: March 1951, In the state of Florida

of employees: 176

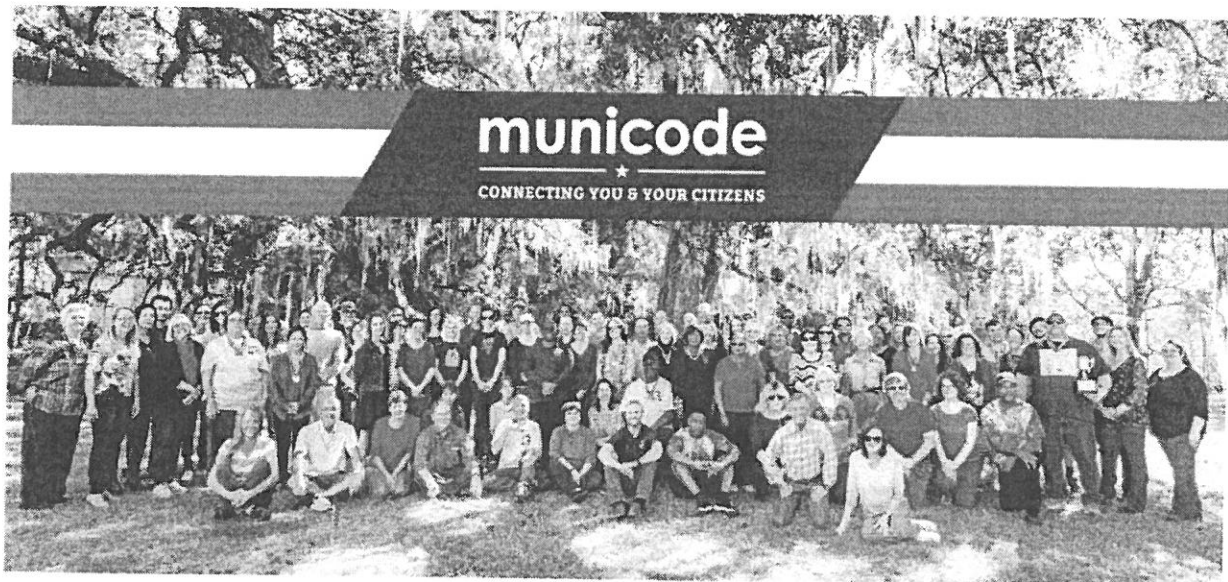
FBI/EIN Number: 59-0649026

Main location: 1700 Capital Circle SW
Tallahassee, FL 32310

Mailing Address: PO Box 2235
Tallahassee, FL 32316

Phone: 800-262-2633 or 850-576-3171

Email: info@municode.com



4,200
Municipal Clients

66 Years
Serving Municipalities

180 Million
Citizens using our solutions

Key Staff Assigned to Project

In 2007, Municode began providing bill presentment and payment solutions exclusively for local governments upon our cities' requests. Currently, we present over 10 million statements annually for over hundred different local municipalities. Municode utilizes high-speed digital press technology by printing industry leaders Océ / Konica and Pitney Bowes inserters. All data processing, postal sortation, inventory management, printing, inserting, and related support services in the rendering of bill statements, invoices, and notices is performed at our headquarter facility located in City of Tallahassee. This enables us to control each project from beginning to end with all key staff. We are available to answer questions during any phase of the project to assure quality control.

Municode is a family owned, medium-sized business. Our clients receive a level of personal service unparalleled in the industry. We believe customer service is not a department, but an experience. We carefully listen to your concerns and provide custom-tailored solutions for your organization. Also, our size allows us to provide technological resources smaller firms cannot offer and larger firms do not offer. We do not work with healthcare, financial intuitions, or retail clients. We have earned our reputation because we offer helpful suggestions and solutions for your unique situation based on our experience. We are available by email and phone during normal business hours of 7 am to 6 pm EST. All voicemail and email is forwarded to a mobile phone for extended emergency after-hour service. We can provide any initial or ongoing training in person or by webinar. He can help your municipality with any future needs with any of the Municode family of products and services.



Woody Estep: General Manager, B.S. Finance from Florida State University. Key responsibilities include strategic decision-making, product development, and client consultation. He has over 19 years of experience creating, developing and leading customer service, client account management, sales and operation departments in the billing, collection, and lending industry.



Shann Edmonds: Director of Client Services, USPS Certified Mail Specialist, has over 23 years of bill presentment and mailing services including experience in accounting, finance, purchasing, customer service, printing, mailing, quality control, inserter operations, and proof reading. She has been with Municode for over 8 years.



James Gager: Lead Developer, 12 years of experience in data programming / developing. He has lead the deployment and implementation of over 50 municipalities' utility bill presentment projects for Municode. He has been with Municode for 9 years.



Philip Woeckener: Data Processor Specialist, B.S. in Communications from Florida International University. 20 years of experience working in all aspects of the direct mail industry, including management, data processing, and as a liaison to the US Postal Service. He has been with Municode for 6 years.



Kevin Ash: Production Floor Supervisor, 25 years in the electronic print industry, and 9 years of specialized utility bill statement fulfillment. He has been with Municode for 31 years.

REFERENCES

Providing Utility Bill Presentment Services Since 2007

We believe customer service is not a department, but an experience. Our focus on service begins with you. We carefully listen to your current concerns to provide custom-tailored solutions to your organization.

We only work with municipalities and utilities. *But don't just take our word for it. Talk to some of our clients:*



Miramar FL – Since 2013
2300 Civic Place, Miramar, FL 33025
Paul Samuels: (954)602-3053 psamuels@miramarfl.gov
38500 bills, Tyler Tech- Encode



Margate, FL – Since 2015
5790 Margate Blvd. Margate, FL. 33063
Jackie Earlt: (954)972-6454 ext 310
18,000 bills, SunGard, multi-line fixed file



Pompano Beach, FL Since-2013
100 W. Atlantic Blvd. Pompano Beach, FL 33060
Kyle McPhail: (954) 786-4637 kyle.mcphail@copbfl.com
16900 bills, SunGard software multi-line fixed file



Oakland Park, FL Since-2007
3650 NE 12th Ave. Oakland Park, FL. 33334
Robin Butler: (954)630-4283 robinb@oaklandparkfl.gov
9700 bills, Tyler Tech-Munis, multi-line XML



Seacoast Utility Authority Since-2012
4200 Hood Rd. Palm Gardens, FL. 33410
Bonnie Evans: (561)627-2900 ext 331 bevans@sua.com
32000 bills, Harris software, multi-line fixed file



Coconut Creek FL Since-2007
4800 W. Copans Rd. Coconut Creek, FL. 33063
Patricia Bryan: (954)973-6770 pbryan@coconutcreek.net
12600 bills, SunGard HTE, Single line, fixed



Hialeah Gardens, FL Since 2015
10001 NW 87th Ave. Hialeah Gardens, FL. 33016
Michelle Mavila: (305)558-3017
mmavila@cityofhialeahgardens.com
3500 bills Tyler Tech - Fund Balance single delimited file



Palm Springs, FL Since 2011
226 Cypress Ln. Palm Springs, FL. 33461
Sandy Delaney: (561)965-5770 sdelaney@vpsfl.org
12600 Bills Tyler Tech, single fixed



Delray Beach, FL – Since 2012
100 NW 1st Avenue, Delray Beach, FL 33444
Lisa Hartman - 561-243-7119 - hartman@mydelraybeach.com
22,200 bills - multi-line delimited file



Deland FL Since 2008
120 South Florida Ave. Deland, FL. 32720
Kevin Lewis: (386) 626-7000 lewisk@deland.org
14200 Bills, Springbrook, multi-line



Broward County, FL – since March 2016
2555 Copans Rd., Pompano Beach, FL 33069
Jonathan Allen: 954-831-0747 jkallen@broward.org
72,000 bills



Opa-locka, FL Since 2009
780 Fisherman St. Opa-locka, FL. 33054
Gladys Elliot: (305) 953-2868 gelliott@opalockefl.gov
5000 bills, SunGard, multi-line



Surfside, FL Since 2011
9293 Harding Ave. Surfside, FL. 33154
Mayte Gamiotea: (305)861-4863 mgamiotea@townofsurfsidefl.gov
1,700 Bills



Ormond Beach, FL Since-2015
22 South Beach St. Ormond Beach, FL. 32174
Dan Stauffer: (386) 676-0311 dan.stauffer@ormondbeach.org
23000 bills, SunGard HTE, Multi-line fixed



Sarasota, FL - Since 2011
1761 12th St. (Utility Billing Office), Sarasota FL 34236
20,250 bills – SunGard HTE multi-line delimited text file
Mike Healy – 941-329-6120 – micheal.healy@sarasotagov.com



Bradenton, FL Since 2008
1411 9th ST. West, Bradenton, FL. 34205
Lance Williams: (941) 932-9433
lance.williams@cityofbradenton.com
14800 bills, Tyler Tech-Eden, multi-line XML



Edgewater, FL – Since 2015
104 N. Riverside Drive Edgewater, FL. 32132
John McKinney: (386)424-2400, jmcinney@cityofedgewater.org
10,000 bills – SunGard Software, multi-line fixed file



Zephyrhills, FL Since 2008
5335 8th St. Zephyrhills, FL. 33542
John Bostic: (813)780-0008 jbostic@ci.zephyrhills.fl.us
9500 bills, Springbrook, multi-line



Fort Meade, FL Since 2007
8 West Broadway ST. Fort Meade, FL. 32550
Mel Parker: (863)285-1100, jmparker@cityoffortmeade.com
3000 bills, ADG, Single stacked



Okeechobee Utility Authority Since 2007
100SW 5th Ave, Okeechobee, FL. 34974
Lyn Lowe: (863)763-9460 ext 217 lynlowe@ouafl.com
9300 bills, Springbrook, multi-line



Haines City, FL Since 2012
620 Eats main St. Haines City, FL. 33844
Kari Giddens: (863)421-3600 kgiddens@hainescity.com
9400 Bills, ADG, Multi-line delim



Plant City, FL Since 2008
302 W. Reynolds ST. Plant City, FL. 33564
Denise McDaniel: (813) 659-4204 dmcDaniel@plantcitygov.com
10600 bills, ADG, Multi-line delim



Dunedin, FL -since May 2016
750 Milwaukee Ave. Dunedin, FL. 34698
Paul Stanek- 727-298-3256 pstanek@dunedinfl.net



Lantana, FL - since April 2016
500 Greynolds Circle Lantana, FL. 33462
Stephen Kaplan- 561-540-5035 skaplan@lantana.org

SCOPE OF SERVICES

Currently, we print and mail over 10 million statements annually for over seventy-five local government utilities. Municode utilizes high-speed digital press technology by printing industry leaders Oce / Konica and Pitney Bowes inserters. All data processing, postal sortation, inventory management, printing, inserting, and related support services in the rendering of bill statements, invoices, and notices is performed at our headquarters in the City of Tallahassee. We control each project from beginning to end. We are available to answer questions during any phase of the project to assure QC.

Statement Design

Municode's leadership has over sixty years of combined experience in providing statement-processing services and they understand the importance of statement design and accuracy. We can reproduce your exact current bill or help you redesign a completely new statement.

Municode works with your staff to identify areas of your billing statement that can be clarified to minimize inquiries to save you money on customer service costs. You can keep the features you liked about your old statement and add new features like a bar chart for historical usage, customized message areas, different sized fonts to enhance readability, bar coding for cost-efficient payment processing, or QR scan codes to direct customers to an online payment site. Then, we design a two-sided billing statement with an appropriate scan line for remittance processing, message areas, a usage bar chart, or graph (if requested by client), and the client's logo. Also, our technology has the ability to print multiple meter accounts on one page.

Statements will be color printed on a blank form. Our forms are 8 1/2" x 11" 24lb bond, 92 Bright White paper with a perforated tear off return stub located at the bottom or the top. Our 24lb bond paper stock forms are specially manufactured to process through printing, folding, and inserting without issue to the integrity of the form, but still separates easily for the customer. The back of the statement form can be designed to include grey scaled messaging anywhere both above and below the perforated return stub.

The return stub can include the customer's account number, name, mailing address, bill date, amount due by due date, amount due after due date, amount paid, and an Optical Character Recognition (OCR) scan line that conforms to the client's and USPS lockbox specifications. The scan line can be automatically programed to include the customer account number, dollar amount owed, applicable check digits, and payment restriction indicator. The brightness of the paper form allows for a superior contrast ratio of paper to print to ensure reliable OCR scanning.

Municode can accept automated messaging from the utility billing data extract file that has been pre-mapped to a pre-determined messaging area of the utility bill statement during the design and implementation phase of the project or can be emailed directly to us prior to the processing of the cycle. The message is then placed in the pre-determined messaging area of the statement.

Additional Programming or Design Changes

When requesting additional or design changes, we operate as if we were in an office down the hall. After assessing the scope of the requested changes, we communicate with you any charge associated with reprogramming requests before starting any work. We take immense pride in not nickel and diming our customers, but only charging for services when necessary. All changes are initiated, tracked, and managed through your direct point of contact, your assigned account manager. They manage the project and organize the appropriate staff to complete the project and keep your statements on schedule. All modifications to production processes, programs, files, resources, etc. are controlled by the change management process and tracked via our CRM system. External changes will require the client's approval prior to implementation.

Hendersonville Water & Sewer UTILITY BILLING STATEMENT

OFFICE: 1000 N. W. 1st Avenue, Tallahassee, FL 32302 Phone: (904) 644-1111 Fax: (904) 644-1112 Email: info@hendersonvillefl.gov

CUSTOMER INFORMATION

CUSTOMER NAME: JOE SAMPLE
CUSTOMER NUMBER: 17465
ACCOUNT NUMBER: 17465
SERVICE ADDRESS: 1234 MAIN STREET
BILL NUMBER: 17465
CITY: FL
BILLING PERIOD: 01/01/2017 - 01/31/2017

ACCOUNT INFORMATION

LAST PAYMENT: \$181.92 05/30/2017
PRIOR BALANCE: \$0.00
CURRENT CHARGES: \$287.67
ADJUSTMENTS: \$0.00
TOTAL AMOUNT DUE: \$287.67
CURRENT CHARGES DUE BY: 07/17/2017
CURRENT CHARGES LATE ON: 06/01/2017

BILLING INFORMATION

DATE: 06/01/2017
METER: 17465
METER TYPE: 17465
METER SIZE: 17465
METER LOCATION: 17465
METER STATUS: 17465

CURRENT CHARGES BREAKDOWN

CHARGE	AMOUNT
WATER	\$181.92
SEWER	\$105.75
TOTAL	\$287.67

TOTAL CURRENT CHARGES

\$287.67

CITY NEWS AND NOTES

Do you want to manage your water usage and lower your water bill? Hendersonville is a FREE service for city of Hendersonville water customers that will assist you in managing your water usage and lowering your water bill. It's a free program that will help you understand the basics of water usage and how to save money. The City's Annual Water Quality and Consumer Confidence Report for 2017 is now available on the city's website. www.hendersonvillefl.gov. Residents will be able to view information about the city's drinking water. Please contact the city's water department for more information.

PAYMENT INFORMATION

ACCOUNT NO: 17465
CUSTOMER NO: 17465
TOTAL AMOUNT DUE: \$287.67
TOTAL AMOUNT PAID: \$0.00
TOTAL AMOUNT ENCLOSURE: \$287.67

Check for change of address
Check for change of meter
Check for change of service

For more information, please contact the city's water department at (904) 644-1111.

QR Code: 3406048007200716448300000007670

Data File Transfer

We make the process of sending us the files as easy and secure as possible. Municode can receive billing files 24 hours a day, seven days a week, and multiple files can be sent daily. All data files are transferred using our secure cloud-based transfer site. This data/file sharing service offers top-level, end-to-end encryption with military grade 256-bit encryption during transfer and at rest. Users can connect and transfer files and folders securely using SFTP, FTPS, and FTPES. Other security features include password authentication, application firewalls, secure FTP connections, and custom file and folder access permissions. We send email notifications confirming that verify the successful data upload and good data which is then sent to the appropriate client's staff. We will set up the FTP site and train you to use it in person or via web conference, whichever you prefer. This same FTP site can be used to track the progress of your job and to approve proofs.

Data Processing

We integrate with over forty different billing platforms including Tyler Tech, Harris, SunGard Software, Cogsdale, Springbrook, New World, Black Mountain, Diversified Billing, Advanced Utility, Caselle, BS&A, ADG, CSI, QS1, ATS, TBS, and several proprietary built billing platforms. We can accommodate any raw data formats such as field delimited, comma delimited, XML, XSL:FO, AFP, PCL, and PDF. We can handle your data.

E-billing Services

We work with your municipality to provide to best solution that fits within your county's goals and existing platform. We can provide a bounceback report after every ebilling cycle.

There are two main types of e-billing solutions:

- 1) The e-billing enrollment process and delivery is managed through our Orbipay platform. The customer is emailed a custom message with a link to click on and view an exact copy of the printed bill.
- 2) The e-billing enrollment process is handled by the municipality and from the data each cycle we send a custom email message with an attached exact copy of the printed bill and any insert that was included with the paper statement.

Outbound Notifications Services

Our notifications can be sent via Email, text message, or automated outbound IVR and relieve you of the time-consuming and often stressful task of reaching everyone on your list individually.

First, you specify the type of notification. For example, if the customer has an email address, then you may want to send the notification by email. If they only have a cell phone number, then you may want to send a text message. If they have a landline, then a IVR notification.

Next, set the notifications schedule. You may only need them once each month or you may need to send notifications for each billing cycle. You set the frequency based on your needs.

Finally, submit your notification list to us, but with a special file name. The file name starts the process. We send the notices out based on your requirements within 24 hours.

Examples of the notification types are as follows:

- Email:** This is the City of _____ with a reminder. Your water bill must be paid by 6PM on Monday July 31st to avoid additional fees and possible service interruption. To pay your bill online visit our website at http://www._____.org and click on "Pay My Bill" at the bottom of the home page.
- Text:** City of _____ with a reminder. Your water bill must be paid by 6PM July 31st to avoid additional fees & possible service interruption. Reply STOP to opt out.
- IVR:** This is the City of _____ with a reminder. Your water bill must be paid by 6 P M on July thirty first to avoid additional fees and possible service interruption.

Mailing Services

The Municode postage reduction strategy can reduce your undeliverable mail and postal costs by as much as 30% each year. We provide you with tools that ensure every piece of mail is postal-qualified. This keeps you on top of ever-changing Postal Service technology. Municode is a manifest mailer, so every piece of mail receives a unique piece ID ensuring we account for and deliver every statement to the USPS. Also, we are certified by the USPS for optional procedures. All mail pieces are sent at the lowest possible postage first-class qualifying rate taking full advantage of automated USPS discounts. Municode processes all mail through a certified USPS presort software routine utilizing P.A.V.E. (Presort. Accuracy. Validation. Evaluation.). This procedure determines sorting accuracy to group and sort multiple plans based on similar mailing instructions which improves the accuracy of carrier route, five-digit zip, zip plus four and delivery point codes, and CASS (Coding. Accuracy. Support. System.). This attaches and interfaces with the barcode and zip +4 extension to get the USPS discount for automation. For additional postage cost savings, Municode performs "House holding" grouping and a National Change of Address (NCOA) updating service.

House holding is the process of grouping multiple account statements, that are intended for the same individual for the mailing address, and bundling them into one envelope. This ensures the owner receives all the documents required, but with the convenience of only one envelope and one postage cost included.

National Change of Address (NCOA) updating service compares your billing addresses against the USPS NCOA database. Statements that would otherwise be returned or rerouted due to a change in address are identified and corrected saving you on both postage and labor. NCOA services are available for an additional fee.

Mail Delivery

The completed billing statements are delivered to the USPS Tallahassee Sectional Center Facility at 2800 S. Adams Street located approximately 4.72 miles away from our production facility. The USPS First Class Mail Service Standard is delivery to the address within 2-3 days. We have a large group of your neighbors that we provide mailing services for and have no issues with the timing of the bill arrival. Please feel free to contact any of them.

Postage

All pieces are sent out using the Municode indicia (USPS mail permit). Municode requires that the client provide an initial postage deposit two week prior to the scheduled mailing deployment date. The recommended deposit amount is calculated on expected volumes and listed in the Municode Pricing Schedule. Upon termination of the Agreement, Municode shall return to the client any used deposit amounts after payment of all services and postage have been received.

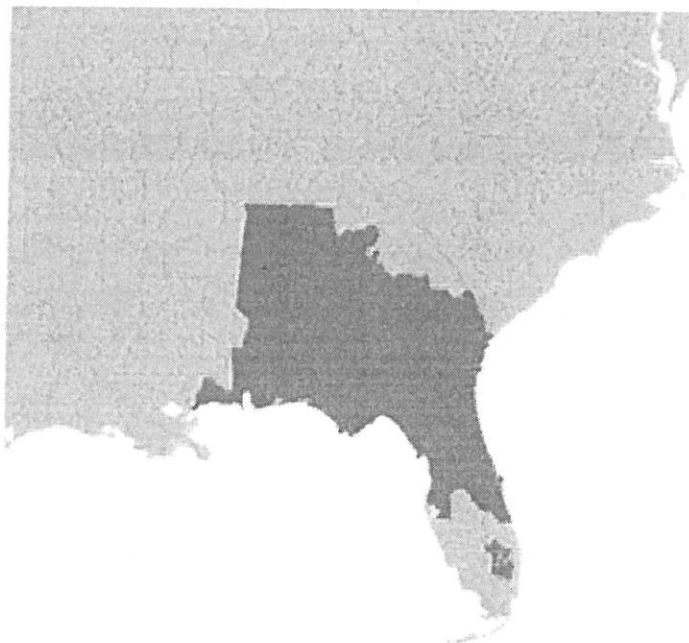
After the initial deposit, we will include the postage due on your regular billing cycle invoice approximately 5 days after the mailing of your cycle. Paying promptly will ensure that you have a postage available ahead of the next mailing avoiding any delays for lack of postage.

Originating Service Standards First-Class for SCF 323



1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	26	27	28	29	30

Days



Supplies and Inventory Management

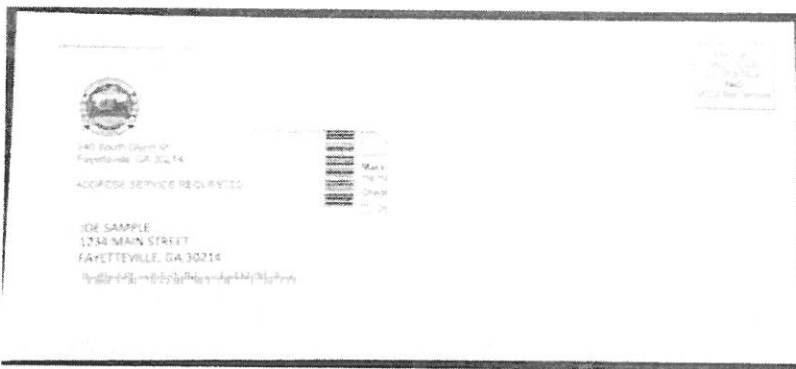
We are selective in choosing our business partners. All paper suppliers are "Tri-certified" in support of sustainability. This is a Chain-of-Custody certification, which is a commitment to responsible forest management practices and environmental stewardship in all levels of production. This is good for you, your customers, and the environment. We utilize a green process that is more environmentally friendly than post-consumer recycled materials. We will maintain a sufficient supply of statement forms and envelopes to ensure an uninterrupted supply for printing requirements. These materials are included in the cost of bill printing. To achieve volume discounts on forms, envelopes, and other pre-printed materials that are produced for the client, we will purchase or produce up to a three-month supply of these items in advance. There is no additional charge for inventory management of these materials or inserts dropped shipped to our facility for inserting.

Statement Forms

Our 24lb paper statement forms are specially manufactured to process through printing, folding, and inserting without issue to the integrity of the form, but still separate easily for the customer. Specifications: 8 1/2" x 11", 24 lb., 92 White Xerographic quality paper with built-in curl control, .0046 Thickness, 140+/40 Smoothness, long grain, and 30 TPI horizontal micro perforation 3 1/2" from bottom of page. Statement forms may be pre-printed with color logos, boxes, shaded areas for messaging, etc.

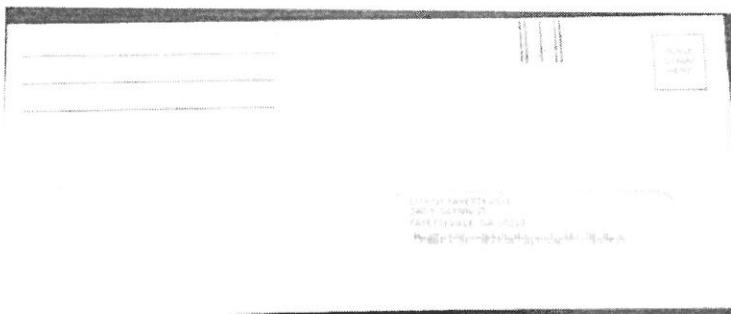
Billing Statement Outgoing Envelope

Municode utilizes a large single (pistol style) window #10 security tinted envelope to allow for maximum customer flexibility. The client's logo, return address, outgoing address, bar coding or special messaging such as "Statement Enclosed" can be printed on the statement and viewed through the window envelopes. These #10 envelopes can accommodate up to five pages without exceeding the 2oz first class postage.



Return Envelope

Municode utilizes a standard #9 envelope with security tint. The envelope features a window that allows the return portion of your statement to show through with your information and pre-printed 12-digit barcode, so you get your payment back faster. This return envelope meets all USPS requirements and is compatible with the bulk letter opening machines used by your remittance-processing department or lockbox vendor. Municode can suppress the insertion of a #9 reply payment envelope based on the client's selection and logical indicators in the billing data file. Custom envelopes are available for an additional cost.



Inserting Capabilities

Municode utilizes high-speed industry leading Pitney Bowes inserter equipment and can accommodate paper sizes ranging from 8 ½ x 3 to 4-page newsletter. Our infrastructure allows us to manage which cycles and customers receive a specific insert (selective inserting) whether by account type, geographical location, zip code, etc.

The client has the option of either providing the inserts or contracting with Municode Creative Services to provide inserts. Inserts provided by the client are required to meet Municode's inserting equipment specifications (please verify with us ahead of time on the specifications of the insert). Municode customers enjoy a convenient, competitively-priced, and full-service in-house graphic design and printing service. We can help the design of any other municipal special mailer, invoice, rebate check, insert, or notice that needs to be printed and mailed.

Invoicing Procedures

Within three days of each cycle production run, the client will receive an itemized invoice by services utilized accompanied by a Mail Sort Summary Report detailing the number of statements mailed with the amount of postage paid. Invoices can be sent by mail, email, or both.

- Statements processed with #9
- Statements processed without #9
- Any additional Inserts Inserted
- Outsorts
- Heavies
- House holding Mailings
- Late notices
- NCOA
- E-Bills Processed

Printing Facility Data Security, Storage, and Disaster Planning

Municode shall not use computer billing data for any purpose other than the work agreed upon and shall destroy all computer billing data upon the termination of the contract either at the end of its natural term or if cancelled. Access controls are in place that require individual's authentication with unique credentials. We use enterprise grade security devices/practices/positioning:

- We use Palo Alta next-generation firewalls to protect the perimeter of our network
- Symantec Enterprise Anti-Virus is deployed to all our desktops and servers
- We utilize Mimecast for hosted anti-spam and email continuity
- All web-facing sites or solutions are hosted in a secure, PCI compliant datacenter
- Users are required to change their passwords once every six months
- All employees have access only to the systems they need to fulfill their particular role
- We perform full background, credit, and drug checks/tests on all our employees
- We use a secure shred vendor to ensure that excess hard copy materials are disposed of properly.

Municode has a 90-day retention policy of keeping clients' data. We take nightly snapshots of all data on every server and replicate it between our two data centers. After the 90-day retention period, the data is moved to our hardened back-up site for a period of no less than 3 (three) years.

Any disruption in service can have major balance sheet ramifications. While Municode has never had to implement a disaster recovery plan in a live environment, we place great importance on maintaining and testing a successful strategy every year. We are confident that we have the necessary measures in place to recover from a range of small to large-scale operational disruptions. Municode maintains a comprehensive Disaster Recovery Plan, which includes a designated recovery team, and a process that aims to restore all business-critical IT and printing functions within 48 hours of a disaster declaration. Safeguards include:

- Emergency gas generator
- Data replication and backup
- Redundant equipment
- Remote access
- Emergency backup inventory stored in secure ocean going shipping containers for protection
- Two backup printing facilities for full geographic redundancy should one of the sites become inaccessible.

Overview of Deployment Process

One of the biggest benefits of choosing Municode is the transition. We do all the heavy lifting. Municode will provide personal training in your office or via webinar per your choosing. Training on our systems is minimal because we do all the processing and production work every billing cycle. All you must do is send us the raw data and approve the proof each cycle. It is that easy. Once the contract is finalized, we will schedule an initial project meeting to review the timeline and process.

The deployment process typically takes 30 days to complete with minimal resources or requirements from the client. The client's responsibility and the key to a smooth on-time deployment is to provide the initial information and to approve proofs quickly. This timeline can be adjusted to shorten or lengthen the deployment process to accommodate any exceptional circumstances the client may need. A typical project consists of a team including a Project Manager, Lead Developer, and Production Lead. The Project Manager is the single point of-contact responsible for integrating all services and material through project completion. The Lead Developer is assigned to understand the aesthetic and technical details and requirements. They work closely with both the client and the Project Manager.

The deployment process consists of 6 steps:

1. Pre-Development Information Gathering
 1. Client Deployment Questionnaire: helps determine what you, the client, are looking for in a bill statement
 - If you were going to utilize your existing design, email pdfs of the front, back, and detail any new features or changes you would like to implement. (This includes the backside of statements, the layout of late or delinquent notices etc.)
 - If you would like to explore a new design or changes, let us know and we will contact you to start the design process by sending samples of some our existing designs. Determine the right set of bill features (Payment processing barcoding, QR scan code for online electronic portal, usage graphs for conservation, etc.) that will help you achieve your goals.
 2. High Resolution copy of the client's logo (minimum 300 dpi)
 3. Sample of billing software data file (i.e. field delimited, comma delimited, XML, AFP, and PCL)
 4. Data map from your billing software
2. Deployment meeting: Our deployment process begins with a meeting, either in person, webinar, or conference call. We will discuss the time frame that you are looking to meet and the specifics of your billing process such as how we should handle client accounts, credit finals, large commercial accounts, adjustments, unique service codes, and other specific features we will need to look for in your data. Also, we will discuss general formatting desires for the utility and final bills and auto-payment options offered (direct deposit and bank draft based on RFP).
3. Statement Design and Approval: Once we have completed initial development, we will send you PDF proofs along with a list of questions/concerns we might have regarding your bills. We will implement changes based on your feedback and provide new proofs as needed until the statements are set up exactly how the client would like them.
4. Billing Data Integration/Mapping: This is an internal process where we take a data extract and map on the designed statement where the billing data should appear on the statement. After this has been completed, we will send sample proofs to your staff for review and approval. We recommend and coordinate testing on payment remittance processing and barcoding. In addition, all USPS barcoding is tested and validated in this step.
5. Testing (Parallel Processing) and cycle processing training: Once the statements are in a semi-final state, we will ask that you send complete, live cycle files that we can process along with your live statements so that you can compare them and make sure that everything is processing correctly. For cycle processing, training can be provided in person or online in a matter minutes. It really is that easy. We want you to feel completely comfortable before we "Go Live".
6. "Go Live" Deployment: The last step should be the easiest: you'll send your first live cycle file to us, we'll process it, provide you with proofs, and make any last-minute changes required. Once everything is correct, we will print and mail your billing statements.

Overview of Day-to-Day Production Process

We know how important your revenue stream is. We understand that you place your trust with us to ensure your statements go out in a timely manner and are always correct. Statements reach the USPS within 24 hours or the next available day the USPS is open for business of our receipt of your data file and approval of statement proofs. If incorrect data is received, data will be processed within 24 hours of the resubmitted correct data. Some companies force their customers to log on to their system to check status of their statements. At Municode, we proactively notify you and your staff as your bill cycles move through the process through email alerts. You can login at any time to our FFTP site to check the status and review your files for approval. Overview of daily production process:

- Step 1 Client Uploads data files to Municode and sends email that the files are ready for processing and the anticipated volume.
- Step 2 Client receives automatic email confirmation from Municode that the files were received and processing has begun.
- Step 3 Client approves posted proofs. Once statements have completed processing, you will receive another email from our Operations Department notifying you that your statements are available for download at our transfer site. Statement printing will be held in Operations until a notification of release is provided. At that time, statements are released to Production for printing and inserting. Included in the zip file will be your statements, any out sorted statements, and USPS paperwork (Form 3600-R) indicating the number of statements electronically for printing, as well postage breakdown, the CASS/PAVE address error report, and the NCOA processing summary report detailing all address changes. Any statements that have been flagged for issues will be available here for review.
- Step 4 Client receives email that processing is complete and awaiting approval. Client downloads bill statement PDF proofs and USPS mail reports from our FTP site. After reviewing, client sends email approving release for printing and mailing.
- Step 5 Once we receive your approval email, bill files are released for printing and inserting. Municode emails the client that production is completed and the statements have been delivered to the USPS. Attached to the email notification is your Municode job ticket, which provides details of completed billing statements processed.
- Step 6 The completed billing statements are delivered to the USPS Tallahassee Sectional Center Facility at 2800 S. Adams Street located approximately 4.72 miles away. Mail is picked up and delivered daily according to the USPS holiday schedule.

Quality Control

At Municode, the statements we send are of the highest quality and accuracy. You place your trust in us to ensure your statements are on-time and accurate. Our QC process includes both high-tech equipment such as scanners and optical readers in addition to manual checklists to ensure accuracy. Also, we reward our employees for catching quality issues. Sampling and quality control checks are performed:

- During pre-and post-processing: Verify uploaded data files for correct volumes, data integrity, and read errors. If any errors are detected, the client is notified immediately and establish retransmission of the data.
- During production: Verify statement integrity, print quality, inserts, USPS standards, messages, and correct setup.
- Post production: Verify statement volumes, print quality, statement integrity, USPS standards including computerized, and staff verification of volumes processed, printed and mailed. We cross check all amounts and mail pieces.

If a quality error is detected during pre-production processing or print production, the workflow is immediately stopped. First, the scale of the issue is determined. Second, the client is notified of the issue and the resolution. After, the appropriate corrections are made the cycle is reprinted. If the issue received is data related, we work with the client to help find the quickest resolution to complete the statements in the shortest timeframe possible.

Client Responsibility

- Ensure postage funds are available prior to scheduled mailing date.
- Provide an explanation of billing record layout or mapping document to Municode.
- Review and approve design of billing statements. Client must approve billing statement layout at least 3 (three) weeks prior to deployment date. If not, an additional surcharge on the initial order of preprinted forms may apply.
- Approve parallel testing once completed to ensure statements meet expectations.
- Transmit data files to Municode's cloud-based data site
- Approval and quality check on processed billing statements ready for printing and mailing.
- Meet USPS "NCOA" and "Move Update" requirements (unless done through Municode). If done through Municode, client agrees to update their records to match per USPS requirements.
- Provide Municode insert specifications to client's insert vendors (if other than Municode).

MUNICODE PRICING SCHEDULE

Initial programming and set-up one-time fee

- Initial Statement design
- Initial data mapping
- Data transfer site set up and training

\$500 / one time

Waived for being existing
Municode client

Manually Message Changes (per message)

\$25 / change

Additional or re-programming changes per hour

\$125 / Hour

Statement, late notices, letters etc.

\$.115 / statement

- Duplex printing of variable data and color highlighting statement elements on the front of form with grey scaled printing of stagnant messaging on back of form
- 8½x11 white 24lb. pre-printed color form with 3½" perforated return stub
- Standard Municode #10 White single pistol window with security tint 20lb envelope.
- Standard Municode #9 White single window with security tint 20lb reply envelope
- All required data processing including CASS/PAVE certification
- Generation of online proofs for approval prior to production
- Folding, inserting and delivery of statements to USPS

Statement Volume Pricing

25,000 or greater = \$.105
15,000 – 24,999 = \$.11
10,000 – 14,999 = \$.115
5,000 – 9,999 = \$.125
2,000 – 4,999 = \$.135
0 – 1,999 = \$250 min. Flat Fee

Reduction in cost for suppression of #9 Return Envelope

-.01 / statement

Additional Statement pages

.04 / additional page

Special handling charge for householding, outsorts, or pulled statements

.04 / statement

Inserting fees for additional advertising flyers/buck slips/newsletters/notices/etc.

.01 / insert

Minimum Charge: This charge is not in addition to regular statement pricing. It means that if the total printing per statement cost for the day is less than \$50, we will charge a \$50 flat rate to cover fixed costs.

\$50.00

Optional: NCOA (National Change of Address)

.01 / statement

Optional: Ebilling

.10 / statement

custom email message with an attached exact copy of the printed bill and any insert that was included with the paper statement

Optional: OnDemand Notification Services

Monthly Notification Service Access Fee

\$125.00 / per month

Email Notifications Fee

\$0.28 / message

Text Notifications Fee

\$0.25 / message

By Voice Notifications Fee

\$0.38 / message

Initial Postage Deposit

\$6,881.60

Municode will require that the client provide an initial postage deposit two week prior to estimated deployment mailing date. Upon Termination Municode shall return any unused postage deposit amounts to client after payment is received for any printing and mailing services. we will include the postage due on your regular billing cycle invoice approximately 5 days after the mailing of your cycle.

11,000 (estimated statements/notices) @ \$.391 (estimated pre-sorted USPS rate) = \$4,301
Estimated Monthly Postage - Recommended 2 months postage deposit = \$8,602

MUNICODE AGREEMENT, TERMS & CONDITIONS

MUNICIPAL CODE CORPORATION, a corporation duly organized and existing under the laws of the State of Florida, herein referred to as Municode, hereby offers billing services for Milton Florida herein referred to as Client.

Municode, agrees to provide Client services defined in this proposal herein and at pricing contained in the Municode Pricing Schedule. The Client agrees that Municode shall be its exclusive provider of these goods and services during the term of this agreement. Any of the services or goods listed in the Additional Services Section may be obtained by your municipality with this purchasing vehicle.

1. **INTEREST** - Municode presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. In the performance of this contract, no subcontractor or person having such an interest shall be employed. To the best of our knowledge, no one who has or will have any financial interest under this contract is an officer or employee of the Client. It is expressly agreed that in the performance of the services required under this contract, Municode, and any of its subcontractors or employees, shall at all times be considered independent contractors and not agents of the Client.
2. **E-VERIFY** – Municipal Code uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees. We will not be subcontracting any of this work; all work will be performed by Municipal Code employees. Municipal Code's E-Verify Number is 42302.
3. **COMPENSATION** – In full and complete compensation for all goods and services provided by Municode according to the Pricing Schedule, Client agrees to pay Municode according to the rates set forth in the Municode Pricing Schedule and the RFP # 2017.10.014 Utility Billing Services Proposal Sheet of the city of Milton Florida. Prices quoted in the Pricing Schedule are based upon specifications provided by the Client. If there is a change in specifications or instructions to the original quotation, the work performed will be billed at an adjusted rate agreed to by Client. Municode will provide to Client an invoice after each production run consisting of all fees, as outlined in the Municode Pricing Schedule, including a summary of postage used. A monthly late payment charge may be assessed on statements not paid within thirty (30) days.
4. **FORCE MAJEURE** – Neither party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond reasonable control of such party, including, without limitation: fire, explosion, power failure, flood, earthquake, hurricane or other act of God, civil commotion, terrorism, or acts of public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing or boycotts. In such event, the party affected shall be excused from such performance (other than any obligation to pay money) on a day-to-day basis to the extent of such interference. The other party shall, likewise, be excused from performance of its obligations on a day- to-day basis to the extent such party's obligations relate to the performance so interfered.
5. **CONFIDENTIALITY** – Municode agrees that any and all data, reports and documentation supplied by Client or its affiliates or third parties on Client's behalf, which are confidential and which are clearly designated as confidential, shall be subject only to the disclosure requirement for the performance of Municode's obligations hereunder, and will be held in strict confidence and shall not be disclosed or otherwise disseminated by Municode without the written consent of Client.
6. **INTELLECTUAL PROPERTY OWNERSHIP** – (A) Each party acknowledges that all trademarks, patents, copyrights, designs, licenses, know how, proprietary information and other intellectual property, including all documentation relating thereto, in any format or medium ("Intellectual Property") belonging to the other ("Owner"), which may be disclosed or used for the purposes of this Agreement at all times belongs to the Owner. To the extent that one party is required to use the Intellectual Property of the Owner for the purposes of this Agreement, the Owner hereby grants a non-exclusive, non-transferable license to the other party to use the same, for the purposes of this Agreement, for so long as this Agreement remains in force and the user thereof shall not acquire any other rights whatsoever to the Owner's Intellectual Property. All rights not expressly granted to Client hereunder are reserved by Municode. (B) Client shall not, and shall not permit any other third party to disassemble, decompile, reverse engineer, or create derivative works from the Software. (C) Client warrants to Municode that it has obtained all right and authority to use any and all trademarks, service marks, trade names, domain names, slogans, logos, designs or other marks provided by Client to Municode for use in connection with the Service. (D) Municode shall be entitled to injunctive relief for any breach or threatened breach of this paragraph, without the necessity of Municode showing actual money damages. Such injunctive relief shall not preclude Municode from pursuing any other remedies available to it, including the recovery

for damages sustained it is able to prove or for the cost of the action, including reasonable attorneys' fees.

7. **LIMITATION OF LIABILITY** – The parties hereto agree that this agreement is only for the production of goods and services. Municode shall be liable only to the extent of re-mailing a correction or corrected job as soon as possible to rectify the mistake. Breach of contract damages shall be limited to the value of the work performed. In the event of a breach of the terms of this agreement, Municode shall not be liable for loss of business, incidental or consequential damages, or costs in excess of billing for services related to the specific job. Municode is not liable for incidental or consequential damages, including revenue, even if Municode has been advised of the possibility of such loss or damage.
8. **NO AGENCY** - Nothing in this Agreement is intended, or shall be construed, to constitute or establish a joint venture, partnership or fiduciary relationship between the parties, and no party shall have the right or authority to act for or on behalf of any other party, except as otherwise expressly provided herein. Each party is acting as an independent contractor in the performance of its obligations under this Agreement.
9. **TERM OF AGREEMENT** – the Agreement is effective as of the Effective Date and will continue for an initial term of one (3) years ("Initial Term"). Thereafter, this Agreement will automatically renew for successive one (1) year periods unless terminated by either party by written notice to the other party not less than one hundred twenty (120) calendar days prior to the expiration of the term then in effect (The Initial Term and any renewal terms hereinafter collectively referred to as the "Term").

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

MUNICIPAL CODE CORPORATION INC. (dba Municode)

CITY OF MILTON FLORIDA (CLIENT)

By:

By:

Name:

Name:

Title:

Title:

Witness:

Witness:

Date Signed:

Date Signed:

Effective Date:

CITY OF MILTON
PROPOSAL SHEET

RFP # 2017.10.014 Utility Billing Services
(Water, Sewer, Gas, Storm Water and Garbage)

Base Price

\$.115 Unit price per statement, water bill processed (includes, processing, sorting, printing of statement in highlight color laser, form, folding, inserting, mailing envelope, return envelope and delivery to USPS).

.01 per insert
 \$ _____ Charge for additional bill inserts

\$.391 Average postage per piece, consider postal sort starting at 5-Digit Rate as qualifies. (Realizing that cost will be estimated, provide best estimate per statement)

\$ N/A One-Time Programming fee per hour for set-up along with the estimated hours it takes for a typical customer set up.

\$ 125.00 Programming fee per hour for changes after initial set-up

Note: On a separate document, Service Provider may include a price list for any additional services provided that could be considered in the future by City of Milton.

Comments:

A more thorough pricing breakdown is included in our proposal.

Submitted by:

Name of Service Provider: The Municipal Code Corporation

Address of Service Provider: 1700 Capital Circle SW

City/State/Zip: Tallahassee / Florida / 32311

Primary Contact Person: Woody Estep

Title: VP Of Sales and Marketing

Telephone Number: 800-262-2633 Ext. 1410 Email Address: westep@municode.com

***ATTACHMENT A – PUBLIC ENTITY CRIME FORM**

**SWORN STATEMENT PURSUANT TO SECTION
287.133(3)(A). FLORIDA STATUTES ON PUBLIC ENTITY
CRIME**

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

1. This sworn statement is submitted to City of Milton

By Eric Grant, President

(print this individual's name and title) for

The Municipal Code Corporation

(print name of entity submitting statements)

whose business address is 1700 Capital Circle SW, Tallahassee, FL 32310

and if applicable whose Federal Employer Identification Number (FEIN) is 59-0649026

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement:

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, mean a violation of any state or federal law by a person with respect to and directly related to the transactions 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 any 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.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of 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 case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in a relation to the entity

submitting this sworn statement. (Please indicate which statement applies).

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. AND (Please indicate which additional statement applies).

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

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

Christiane
(Signature)

City of TALLAHASSEE

STATE OF FLORIDA

Sworn and subscribed before me this 17th day of DECEMBER, 2017 by

W. ERIC GRANT who is Personally known to me _____

Or who produced identification - _____
(Type of Identification)

[Signature]
(Signature) Notary Public—State of Florida

(Printed, typed or stamped name of notary public)

My commission expires 2021
Notary Public - State of Florida
Commission # GG118258
My Comm. Expires Oct 20, 2021
Bonded through National Notary Assn.

(SEAL)

*ATTACHMENT B - REFERENCES

QUALIFICATIONS OF BIDDER: Bidder must have the capability and capacity in all respects to fully satisfy the contractual requirements.

Indicate the length of time you have been in business providing this type of service and/or product.

10 years, 0 months

Provide a list of at least three (3) similar accounts, that your firm has provided similar goods and/or services to in the past twelve (12) months.

1. Company Name: Sarasota, Florida
 Contact: Mike Healy
 Email Address: michael.healy@sarasotagov.com
 Phone Number: 941-329-6120
 Area Served: Sarasota Size: 20,250 Bills Type: Sungard HTE
 Job Dates: 2011 - Present Beginning: 2011 End: Current

2. Company Name: Coconut Creek, Florida Contact: Patricia Bryan
 Email Address: pbryan@coconutcreek.net Phone Number: 954-973-6770
 Area Served: Coconut Creek Size: 12,600 Bills Type: Sungard HTE
 Job Dates: 2007 - Present Beginning: 2007 End: Current

3. Company Name: Pompano Beach, Florida Contact: Kyle McPhail
 Email Address: kyle.mcphail@copbfl.com Phone Number: 954-786-4637
 Area Served: Pompano Beach Size: 16,900 Bills Type: Sungard
 Job Dates: 2013 - Present Beginning: 2013 End: Current



City of Milton

*ATTACHMENT C - NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Leon

Eric Grant, President

Owner, Partner or Officer of Firm

The Municipal Code Corporation 1700 Capital Circle SW, Tallahassee, FL 32310

Company Name, Address, City and State

Being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the bidder to submit the attached bid. Affidavit further states as proposer, that they have not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding; or with any officer of the City of Milton or any of their employees as to quantity, quality or price in the prospective contract; or any discussion between bidders and any official of the City of Milton or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

FIRM NAME: The Municipal Code Corporation

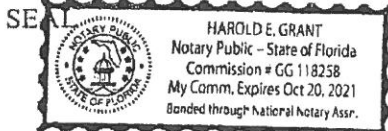
SIGNATURE: Eric Grant

TITLE: President

The foregoing instrument was acknowledged before me this 13th day of December, 2017 by the above signed acting on behalf of the organization/company. He/she is personally known to me or has produced _____ as identification and did (did not) take an oath.

Harold E. Grant

Notary Signature





City of Milton

January 16, 2018

The Municipal Code Corporation
c/o Mr. Woody Estep
1700 Capital Circle SW
Tallahassee, Florida 32311

RE: RFP #2017.10.014 Utility Billing Services-Outsourcing

Mr. Estep:

During their meeting on January 09, 2018, the Milton City Council voted to award the "Utility Billing Services-Outsourcing" to your company. The terms and conditions of the award are contained in the bid documents that were submitted to the City of Milton by your company on December 14, 2017, which are attached herewith.

The bid documents provide for the ~~contract term~~ to begin on February 01, 2018 and end on January 31, 2020. At the City's discretion, subsequent contract periods will be February 1st through January 31st, with the option to continue renewals yearly.

I have attached additional documents which require your signature and return to the City of Milton. In addition, we will need a copy of your city and/or county license and a current Certificate of Insurance for General Liability, Automobile Liability, and Worker's Compensation with the City of Milton named as additional insured (certificate holder). Please ensure our receipt of any updated insurance certificates and/or licenses for our file.

We look forward to a continued relationship with your company. If you have any questions, please feel free to contact me at (850)983-5480.

Respectfully,

Michelle Abrahamsen
Purchasing Agent/Risk Manager

Attachments: Notice of Award (1 page)
City of Milton Proposal Sheet (1 page)
Attachment A-Public Entity Crime Form (2 pages)
Attachment B-References (1 page)
Attachment C-Non-Collusion Affidavit (1 page)

Bid TAB

CITY OF MILTON - BID OPENING
RFP #2017.10.014 UTILITY BILLING SERVICES-OUTSOURCING
DECEMBER 14, 2017 2:00 pm

Bidder Name	Bidder #1	Bidder #2	Bidder #3
Address	DATA CENTRAL LLC	PMSE	CATHEDRAL CORP
Contact	SALT LAKE CITY UT	DURHAM NC	ORLANDO FL
Phone Number			

Description of Services

Unit Price Per Statement	0.162	0.1066	0.09
Charge for Additional Bill Inserts	0	0.005	0.005
Average Postage Per Piece	0.373	0.373	0.373
One-Time Programming Fee per hour (setup)	0	—	—
Programming fee for changes	\$65.00/HK	\$125.00/HK	\$125/HK
Additional Services	0.015	0.01	0.011
	0.535	0.479	0.463

Bidder Name	Bidder #4	Bidder #5	Bidder #6
Address	INFO SEVA	IMF	PINWICK
Contact	ANTEAM CA	NY	IRONSIDE AL
Phone Number			

Description of Services

Unit Price Per Statement	0.097	0.18	0.10
Charge for Additional Bill Inserts	0.01	0.015	0.005
Average Postage Per Piece	0.37	0.373	0.373
One-Time Programming Fee per hour (setup)	—	—	—
Programming fee for changes	\$150/HK	\$125/HK	\$125/HK
Additional Services	0.467	0.553	0.473

Bids Opened By:

Leah K. K...
David R...

Shirley...
David...

CITY OF MILTON - BID OPENING
RFP #2017.10.014 UTILITY BILLING SERVICES-OUTSOURCING
DECEMBER 14, 2017 2:00 pm

Bidder Name	Bidder #7	Bidder #8	Bidder #9
Address	DATA INTELLIGENCE	SOUTHWEST DIRECT	MUNICOD
Contact	FREDERICK BUREAU VA	FT MYER FL	TALLAHASSEE, FL
Phone Number			

<u>Description of Services</u>			
Unit Price Per Statement	0.14	0.123	0.115
Charge for Additional Bill Inserts		0.95	0.01
Average Postage Per Piece	0.378	0.39	0.391
One-Time Programming Fee per hour (setup)	\$250		
Programming fee for changes	\$125/Hr	\$150/Hr	\$125/Hr
Additional Services			

Bidder Name	Bidder #10	Bidder #11	Bidder #12
Address	0.511	0.513	0.506
Contact			
Phone Number			

<u>Description of Services</u>		
Unit Price Per Statement		
Charge for Additional Bill Inserts		
Average Postage Per Piece		
One-Time Programming Fee per hour (setup)		
Programming fee for changes		
Additional Services		

Bids Opened By: _____

ASSIGNMENT AND ASSUMPTION OF CONTRACT

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACT (the "Assignment") is executed as of December 11, 2018, between Municipal Code Corporation Inc., a Florida corporation ("Assignor"), and ENCO Utility Services Florida LLC, a Delaware limited liability company ("Assignee").

FOR VALUE RECEIVED, Assignor hereby grants, conveys, transfers and assigns to Assignee and Assignee hereby assumes, from and after the date hereof, all of Assignor's right, title and interest in and to that certain Agreement by and between Assignor and Milton, FL dated March 2018 (the "Contract"). Assignee hereby accepts such assignment and assumes the obligations of Assignor under the Contract which accrue and are attributable to the period from and after the date of this Assignment, but not otherwise.

Assignor hereby represents and warrants to Assignee that Assignor has not previously assigned its rights under the Contract. Assignor and Assignee hereby each represents and warrants to the other that it is fully empowered and authorized to execute and deliver this Assignment, and the individuals signing this Assignment on behalf of Assignor and Assignee hereby represent and warrant that he or she is fully empowered and authorized to do so. Assignor hereby covenants that Assignor will, at any time and from time to time upon written request therefor, execute and deliver to Assignee, Assignee's nominees, successors and/or assigns, any new or confirmatory instruments and do and perform any other acts which Assignee, Assignee's nominees, successors and/or assigns, may request in order to fully assign and transfer to and vest in Assignee, Assignee's nominees, successors and/or assigns, and protect Assignee's rights, title and interest in and enjoyment of, all of Assignor's assets intended to be transferred and assigned hereby, or to enable Assignee, Assignee's nominees, successors and/or assigns, to realize upon or otherwise enjoy any such assets.

Pursuant to this assignment, Assignee will honor all pricing and all terms and conditions of the Agreement with Milton.

This Assignment shall be governed and interpreted in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption of Contract.

ASSIGNOR:

Municipal Code Corporation Inc., a Florida corporation

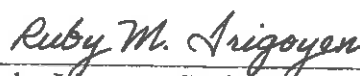
By:


Rick Grant, Vice President and Chief Operating Officer

ASSIGNEE:

ENCO Utility Services Florida LLC, a Delaware limited liability company

By:


Ruby Irigoyen, Senior Vice President

STANDARD FORM FOR PIGGYBACK CONTRACTS

The City of Holly Hill ("City") enters this "Piggyback" Contract with Enco Utility Services Florida, hereinafter referred to as the "Vendor", under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

1. The Purchasing Policy for the City of Holly Hill allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with City of Milton, said contract being identified as: Utility Bill Printing and mailing Services, said original contract being referred to as the "original government contract".

2. The original government contract is incorporated herein by reference and is attached as Exhibit "A" to this contract. All of the terms and conditions set out in the original government contract (Exhibit "A") are fully binding on the parties and said terms and conditions are incorporated herein.

3. Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this contract between the Vendor and the City of Holly Hill, as follows:

- a) Period ("Term") of the Agreement: (state N/A if this is not applicable) N/A
- b) Insurance Requirements: (state N/A if this is not applicable) N/A
- c) Any other provisions that will be modified: The CONTRACTOR agrees to fully comply with all State laws relating to public records. In order to comply with Section 119.0701, Florida Statutes, the CONTRACTOR must: (1). Keep and maintain public records required by the City to perform the service, (2). Upon request from the City's custodian of public records, provide the public with a copy of the public records requested or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, 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 term of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the City, (4) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the CONTRACTOR or keep and maintain public records required by the City to perform the service. If the CONTRACTOR transfers all public records to the City upon completion of this Agreement, 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 this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City, and (5). If the CONTRACTOR does not comply with a public records request, the City shall enforce any and all Agreement provisions in accordance with this

Agreement and the CONTRACTOR shall be subject to all rights and remedies of the City and the public under controlling State law.

A request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the records to the City or allow the records to be inspected or copied within a reasonable time. Failure by the CONTRACTOR to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. The CONTRACTOR shall promptly provide the City with a copy of any request to inspect or copy public records in possession of the CONTRACTOR and shall promptly provide the City with a copy of the CONTRACTOR's response to each such request.

The CONTRACTOR agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (CONTRACTOR'S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 248-9441, VALERIE MANNING, CMC, CITY CLERK, CITY HALL, CITY OF HOLLY HILL, 1065 RIDGEWOOD AVENUE, HOLLY HILL, FLORIDA 32117, CITYCLERK@HOLLYHILLFL.ORG

- d) Address change for the City of Holly Hill: Notwithstanding the address and contact information for the government entity as set out in Exhibit "A," the Vendor agrees that he/she/it will send notices, invoices and will conduct all business with the City of Holly Hill, attention of City Manager, at City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117. The City Manager's designated representative for this contract is Stella Gurnee, Finance Director, City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, telephone number (386) 248-9427, and email sgurnee@hollyhillfl.org.
- e) The law of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

- Entered this 27th day of August, 2019.

Enco Utility Services Florida

Ruby M. Irigoyen
Authorized Signature

Ruby M. Irigoyen, SPV Customer Services
Print Name and Title

Date

CITY OF HOLLY HILL

Chris Via, Mayor

Date _____

Scott Simpson, City Attorney



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

**City Commission
Resolution**

MEETING DATE: August 27, 2019
FROM: Stella Gurnee
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with H & H Sludge Disposal, Inc., for Extensions to the "Biosolids and Land Application" Contract; and Providing for Severability; and Providing for an Effective Date.
NUMBER: 2019-R-49
APPLICANT:
PLANNER:

DISCUSSION:

On September 30, 2018 the City of Holly Hill (City) and H & H Liquid Sludge Disposal, Inc., (Contractor) entered into the final renewal of the contract first issued in April 1, 2014 . This contract is due to expire September 30, 2019. Due to workload requirements, Finance was unable to publish the new bid for these services in sufficient time to allow 20 working days for responses as required by the City Purchasing Policy before the expiration date.

Finance is recommending the extension of the contract for 31 days until October 31, 2019 to allow for the completion of the bid process. The Vendor has agreed to extension at the current rate.

FISCAL ANALYSIS:

The expenditures related to hauling and land application of biosolids resulting from the waste water treatment process are fully budgeted.

STAFF

RECOMMENDATION:

Approve the extension of the contract with H&H Liquid Sludge Disposal, Inc., until October 31, 2019 for hauling and land application of biosolids resulting from the waste water treatment process.

COMMISSION GOAL:

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

MOTION:

AUTHORIZING THE CITY MANAGER TO EXECUTE THE EXTENSION UNTIL OCTOBER 31, 2019 FOR THE CONTRACT WITH H&H LIQUID SLUDGE DISPOSAL, INC., FOR HAULING AND LAND APPLICATION OF BIOSOLIDS RESULTING FROM THE WASTE WATER TREATMENT PROCESS.

ATTACHMENTS:

- H&H Sludge Hauling contract 04 15 2014 (PDF)
- H&H Liquid Sludge Disposal Contract Extension-signed (PDF)

Resolution No. 2019-49

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH H & H SLUDGE DISPOSAL, INC., FOR EXTENSIONS TO THE "BIOSOLIDS AND LAND APPLICATION" CONTRACT; AND 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 EXTENSION OF THE AGREEMENT WITH H&H SLUDGE DISPOSAL, INC., UNTIL OCTOBER 31, 2019 FOR THE "BIOSOLIDS AND LAND APPLICATION" CONTRACT; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill currently holds a contract with H&H Liquid Sludge Disposal, Inc.; and

WHEREAS, The term of Agreement expires September 30, 2019; and

WHEREAS, The City of Holly Hill would like to extend the renewal of this contract for 31 days commencing on October 1, 2019 to October 31, 2019; and

WHEREAS, the Vendor has agreed to provide the service during this extension period at the current contract rate of \$715 per load; and

WHEREAS, except as modified herein, the Contract shall remain in full force.

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

SECTION 1. That the City Manager is hereby authorized to execute an extension of this contract commencing on October 1, 2019 to October 31, 2019.

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

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Commission.

APPROVED AND AUTHENTICATED on this 27th day of AUGUST, 2019.



CITY OF HOLLY HILL

The City with a Heart

1065 Ridgewood Avenue ♥ Holly Hill, Florida 32117

www.hollyhillfl.org

**Building,
Zoning,
Licensing &
Inspections**
386-248-9442
Fax 386-248-9498

**City
Clerk**
386-248-9441
Fax 386-248-9448

**City
Manager**
386-248-9425
Fax 386-248-9448

**Community
Services**
386-248-9435
Fax 386-248-9448

**Economic
Development**
386-248-9424
Fax 386-248-9444

Finance
386-248-9427
Fax 386-248-9497

**Human
Resources**
386-248-9440
Fax 386-248-9448

**Information
Technology**
386-248-9459
Fax 386-248-9448

**Public
Works**
386-248-9483
Fax 386-248-9499

**Utility
Billing**
386-248-9432
Fax 386-248-9458

**Community
Development &
Resource Center**
386-248-9453
Fax 386-248-9437

April 15, 2014

Mr. Rick D. Hacht, President
H&H Liquid Sludge Disposal, Inc.
Post Office Box 609
Fort White, Florida 32038

Re: Biosolids Transportation and Land Application Contract with the City of Holly Hill
First Addendum

Dear Mr. Hacht:

On April 8, 2014 by Resolution 2014-R-10 the City Commission of the City of Holly Hill approved the proposed First Addendum to the Biosolids and Land Application Contract between H&H Liquid Sludge Disposal and the City of Holly Hill. Enclosed with this letter please find:

- Copy of Resolution 2014-R-10
- Fully executed copy of First Addendum

As discussed, this addendum is retroactive to April 1, 2014. If you have any questions or need any additional information, please do not hesitate to contact me by phone at (386)248-9435 or by email at jmaswary@hollyhillfl.org. We look forward to our continued relationship with H&H Liquid Sludge Disposal, Inc.

Sincerely,

Jacquelyn Maswary
Community Services Director
City of Holly Hill

Cc: Valerie Manning, City Clerk
Mark Juliano, Deputy Public Works Director
Mike Junker, Chief Operator Waste Water Treatment Facility
file

Enclosures

JNM

Providing a safe, vibrant, affordable and diverse community in which all generations may
enjoy a secure quality of life.

Attachment: H&H Sludge Hauling contract 04 15 2014 (2019-R-49 : Biosolids Transportation and Land Application Contract Extension)

RESOLUTION 2014-R-10

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO APPROVE THE FIRST ADDENDUM TO THE CONTRACT "BIOSOLIDS TRANSPORTATION AND LAND APPLICATION"; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill currently holds a contract with H&H Liquid Sludge Disposal, Inc.; and

WHEREAS, the City and H&H have negotiated the terms of the first addendum to the contract; and

WHEREAS, both parties have determined that the terms of the first addendum are fair and equitable.

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

SECTION 1. That the City Manager is hereby authorized to execute First Addendum to the Biosolids Transportation and Land Application Contract with H&H Liquid Sludge Disposal, Inc.

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

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Commission.

The within and foregoing Resolution was read before the City Commission of the City of Holly Hill, Florida at its regular meeting held in Commission Chambers at City Hall, 1065 Ridgewood Avenue, Holly Hill, Florida on the 8th day of April, 2014.

It was moved by Commissioner Moore and seconded by Commissioner Albert that said Resolution be adopted. A roll call vote of the Commission on said motion of the Resolution resulted as follows:

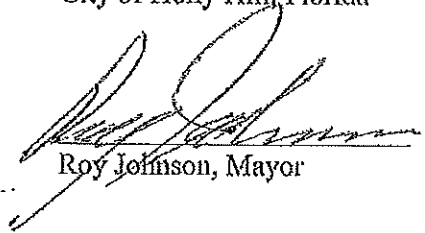
ROLL CALL VOTE AS FOLLOWS: (Resolution 2014-R-10):

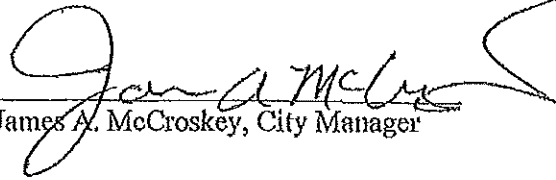
Mayor Roy Johnson	Yes
Commissioner John Penny	Yes
Commissioner Penny Currie	Yes
Commissioner Donnie Moore	Yes
Commissioner Elizabeth Albert	Yes

ADOPTED THIS 8th DAY OF APRIL, 2014,

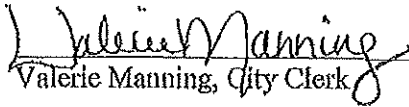
WHEREAS, the Mayor of the City of Holly Hill, Florida, has hereunto set his official signature, duly authorized by the City Clerk, and has caused the official seal of said City to be affixed, all at the City Hall in the City of Holly Hill, this 8th day of April, 2014, for the purpose of authenticity as is required by law.

City of Holly Hill, Florida


Roy Johnson, Mayor


James A. McCroskey, City Manager

Attest:


Valerie Manning, City Clerk

Resolution 2014-R-10
April 8, 2014

Page 3 of 3

FIRST ADDENDUM

WHEREAS, on March 22, 2005 the City of Holly Hill (City) and H & H Liquid Sludge Disposal, Inc. (Contractor) entered into a Contract for the Contractor to provide biosolids transportation and land application services (Contract).

WHEREAS, the parties have agreed to amend the Contract as reflected herein.

WHEREAS, except as modified herein, the Contract shall remain in full force and effect.

NOW, THEREFORE, for and in consideration of mutual covenants contained herein, the sufficiency of which are hereby acknowledged, the undersigned parties hereby agree to the following:

- 1) The City shall compensate the Contractor at a rate of \$715.00 per load.
- 2) Attached hereto marked as Exhibit A are revised General Conditions.
- 3) This addendum shall be effective April 1, 2014.

City of Holly Hill

By: Jana McW

Title: City Manager

Date: 4/9/14

H & H Liquid Sludge Disposal, Inc.

By: Bill D. Hester

Title: Pres.

Date: 4/28/2014

Exhibit AGeneral Conditions

Notice: this "GENERAL CONDITIONS" is an integral part of the Specifications for the equipment/services requested. Bidders are required to read the following carefully, as non-compliance with any portion thereof may cause rejections of bids (s).

1. SUBMISSIONS AND RECEIPT OF BIDS:

- A. Bids, to be considered, must be received on or prior to the specified time of acceptance and opening as identified in the Invitation to Bid. Bids received after the time and date specified will not be considered and such bids shall remain unopened. The **original** and **two (2)** complete copies of the bid must be submitted.
- B. It shall be the sole responsibility of the Bidder to insure that their proposal reaches the office of the City Clerk, City of Holly Hill, on or before the closing hour and date shown. Any changes that may have to be made to the bid must be done in writing prior to the time and date specified and signed by an authorized agent or officer of the firm.
- C. Unless otherwise specified, the bidder must use the proposal form furnished by the City. Failure to do so may cause the bid to be rejected. Removal of any part of the bid proposal may invalidate the Bid.
- D. All proposals will be acceptable as long as they contain the hand writing signature of an authorized agent or officer of the firm.
- E. Bidders who have requested bid packages who are unable to submit a bid should notify the City Clerk by executing the Anti-collision Form and in particular with respect to the NO BID and by mailing it to Valerie Manning, City Clerk, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, to ensure that your company name will remain on the bidders list.
- F. THE CITY OF HOLLY HILL RESERVES THE RIGHT TO ACCEPT OR REJECT BIDS IN WHOLE OR IN PART AND TO WARD BIDS IN THE MANNER IN WHICH THE CITY DETERMINES TO BE IN ITS BEST INTEREST.
- G. All Bidders awarded a contract (s) from this bid are requested to permit other municipalities or governmental entities that might request permission, to participate or "piggyback" in the contract under the same prices, terms, and conditions, except that allowances may be made for differences in delivery/mobilization cost.

2. TAXES:

The City of Holly Hill is exempt from any taxes imposed by federal and/or state governments. Exemption Certificates, if required, are to be furnished by the successful bidder and will be completed by the City.

3. VARIATION TO SPECIFICATIONS:

For purposes of evaluation, bidder must indicate any variance of exceptions to the stated specifications, no matter how slight. Absence of variation and/or corrections and/or exception will be interpreted to mean that the bidder meets all the specifications in every respect. If a variation or exception is indicated by obliteration or correction, it must be initialed by the agent or officer of the firm signing the bid.

4. PRICING AND DISCOUNTS:

- A. All prices, terms and conditions as quoted shall remain firm for a minimum period of sixty (60) days following the date of the Bid Opening.
- B. Prices shall be shown in both unit amounts and extensions whenever applicable, for use in progress payments and/or change orders only. In the event of a discrepancy between unit amounts and extensions or totals, unit amount shall govern.
- C. All applicable discounts shall be included in the bid price for materials and service and will be considered as determining factors in recommending award. Discounts extended the City shall include by not be limited to those normally extended to governmental agencies as well as the private sector.

5. DELIVERY

- A. All prices shown shall reflect F.O.B. destination delivery at a permitted land application site address unless otherwise indicated.
- B. The City of Holly Hill will comply by local, state and federal regulations for Class "B" residual Biosolids. The Contractor will be required to take responsibility hauling and land application of the City of Holly Hill biosolids when the City loads the Contractor's trailer in the loading bay of the Solids Handling Building. The Contractor shall comply with all requirements with Domestic Wastewater Residuals, Chapter 62-640 of the Florida Administrative Code (FAC 62-640) and Federal Biosolids Regulations, U.S. EPA 40 CFR, Part 503 and any future updates/amendments to the above mentioned rules and regulations as minimum testing for all land application parameters.
- C. Biosolids Contractor accepts responsibility for biosolids as defined in FAC 62-640 and U.S. EPA CFR, Part 503. Biosolids provide by the Client shall meet the chemical criteria for land application as outlined in FAC 62-640 and federal Biosolids Regulations, 40 CFR 503 and any future updates/amendments to the above mentioned rules and regulations.
- D. Biosolids Contractor agrees to bear all responsibility for transportation and land application of Biosolids as required by FAC 62-640 and Federal Biosolids regulations, 40 CFR part 503 and any future updates/amendments to the above mentioned rules and regulations. Biosolids Contractor shall assume all costs and responsibilities of hauling permit fees, penalties and fines by regulatory agencies that may be in charge of hauling and/or land applications.

- E. Biosolids Contractor agrees to provide client with land application records with FAC 62-640 and Federal Biosolids regulation, 40 CFR part 503 and any future updates/amendments to the above mentioned rules and regulations.
- F. Payment for services shall be on a monthly work in progress basis. Payments to Biosolids Contractor are payable in accordance with the Florida Prompt Payment Act.
- G. Notice to proceed shall be offered to the Biosolids Contractor not later than sixty (60) days of proposal date.
- H. Biosolids Contractor will make official permit application permit modification for the CLIENT'S Biosolids within fourteen (14) days of notice to proceed.
- I. It is understood that both the CLIENT and the Biosolids Contractor are currently under regulation by the Federal, State and local agencies or regulatory bodies. Both parties agree to abide by any pronouncement, order, regulation, permit, license, restriction, injunction, moratorium or denial of permission to operate imposed or issued by any of said agencies or bodies or by any court of competent jurisdiction.
- J. Biosolids Contractor may temporarily suspend land application operations for environmental consideration if warned by adverse weather, site specific conditions or permit requirements. (Back up weather sites and/or trailers must be available for 365 days of continuous hauling from the City of Holly Hill Wastewater Treatment Facility. Biosolids Contractor will be responsible for site storage of any additional trailers).
- K. Biosolids Contractor will provide full insurance coverage to include: Auto & Truck of \$750,000.00 (Seven Hundred fifty thousand dollars), Workers Compensation and General Liability of \$1,000,000.00 (one million dollars).
- L. Biosolids Contractor intends to provide a firm price over the life of the contract for services provided, subject only to changes in mutually agreed nationally recognized indices (for example: Consumer Price Index) and such other mutually agreed upon amendments due to change in the scope of work, changes in the location of land application sites, changes in energy or chemical cost and changes in law, rules regulations or directives.
- M. The term of the Agreement shall be for a period of one (1) year with the option of renewal for up to five (5) renewals commencing with the renewal commencing on April 1, 2014. The renewal term commencing on April 1, 2014 shall end on September 30, 2015. Any successive renewal terms shall only be for one (1) year. The Contract may be a continuing annual Contract for one (1) year, each year after a performance evaluation of the Biosolids Contractor. The Contract shall automatically renew on the same terms and conditions with a price increase equal to 75% of the Consumer Price Index for the Southeast Region if the Biosolids Contractor provides a written request for the CPI adjustment by the July 1st before the Contract renewal date. If a CPI adjustment is not requested, entitlement to the CPI adjustment is waived for the new renewal term and shall not be taken into consideration in future CPI adjustment calculations. However, the Contract shall not automatically renew and shall terminate at the end of the current term if either party provides written notice of intent not to renew at least thirty (30) days before the anniversary date.

- N. The Biosolids Contractor shall provide all land application sites, agricultural use plans, regulatory permits and reporting to the regulatory agencies on results of land application and loading of A.U.S. as required by law.

6. BIDDER INFORMATION AND CERTIFICATIONS:

- A. Bidder shall provide all equipment, all permits, insurance and be responsible for all delivery and permitted land application sites.
- B. The City of Holly Hill will provide analysis as required by local, State, and Federal Regulations for Class "B" residual Biosolids.
- C. The City reserves the right to request from bidders separate manufacturer's certification of all statements made in bids (s).

7. SIGNED BID CONSIDERED AN OFFER:

- A. The submitted bid, signed by an authorized agent or officer of the firm will be considered a firm offer on the part of the bidder, to furnish the services being requested and upon approval by the City Commission shall be deemed as accepted by the City of Holly Hill, Florida.
- B. All pages of the bid and specifications, as applicable, shall be signed by the same agent or officer of the firm. The title of the agent or officer of the firm signing each page must also be shown below or following his signature.

8. COPYRIGHTS AND/OR PATENTS:

- A. Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid, the Contractor agrees to hold the City of Holly Hill (purchaser) harmless from any and all liability, loss or expense occasioned by any such violation.

9. CONFLICTION INSTRUCTIONS AND/OR APPLICABLE LAWS STATUTES REGULATIONS:

- A. If a conflict exists between the instructions contained herein and the applicable specifications, the specifications shall govern.
- B. All applicable laws, statutes, and regulations of federal, state, and city government pertaining to purchasing and procedures shall apply.

10. SAFETY STANDARDS:

- A. The bidder warrants that the service supplied to the City conform in all respects to the standard set forth in the recent Occupational Safety and Health Act, and all its amendments and failures to comply with his condition will be considered a breach of contract.

11. LIABILITY, INSURANCE, LICENSES AND PERMITS:

- A. Where Biosolids Contractor is required to enter or go onto City of Holly Hill property to deliver materials or perform work or services as a result of bid award, the Bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance when required. The City of Holly Hill will waive their own permit fees. The bidder shall be liable for any damages or loss to the City occasioned by negligence of the bidder (or his agent) or any person the bidder has designated in the completion of his contract as a result of his bid.

12. THIRTY (30) YARD TANDEM WHEEL TRAILER:

- A. The Biosolids Contractor shall supply at no additional cost to the City of Holly Hill two (2) well maintained and serviced roadworthy thirty (30) yard tandem wheel trailers. One trailer will be a clean and emptied back-up trailer and the other shall be supplied for loading and remain under the filter press loading bay at all times. The only reason one of these trailers would not be on site is for the purpose of unloading and cleaning. There shall at all times be at least one trailer on site for the purpose of 365 days a year continuous loading the City's Biosolids residual. Biosolids Contractor will own or lease these trailers for the City of Holly Hill to use. All maintenance, insurance and repairs on the trailers will be the sole expense and responsibility of the Biosolids Contractor. Contractor shall supply a 5th wheel dolly with pital to move the tandem wheel trailer under the biosolids conveyor located at the Solids Handling Building of the Holly Hill Advanced Wastewater Treatment Facility, located at 453 LPGA Blvd., Holly Hill, Florida.

Specifications for Residual Biosolids Transportation and Land Application

The City of Holly Hill, Public Utilities Department, is requesting bids from qualified vendors for the specialized disposal and the transporting of residual biosolids from its Advanced Wastewater Treatment Facility located at 453 LPGA Boulevard, Holly Hill, Florida 32117

1. Scope of Services:

- A. Contractor shall provide all labor and specialized services to haul and land apply the City's Wastewater Treatment Facility Class "B" Residual Biosolids.
- B. Contractor shall own and operate a Management Facility if necessary; haul and land apply municipal biosolids. This Contractor or Facility shall operate under permits from the Florida Department of Environment Protections (FDEP) as a licensed facility land application contractor of the final biosolids. The City is responsible to meet FDEP requirements. The Biosolids Contractor is the responsible party. Florida Statutes 62-640.300 permit requirements. (5) Responsibility for Treatment and Proper Use. (b) The Contractor permittee shall be held responsible for management, use, land application violations that occur after its residuals have been accepted by a permitted residuals management facility of the City's Wastewater with which the source facility at the City's Wastewater Treatment Facility's permittee has an agreement in accordance with Rule 62-640.880(1) (c), F.A.C., for management, use or land application.
- C. Contractor agrees to accept biosolids on a 365 day per year basis, as directed by the City of Holly Hill Chief Wastewater Treatment Facility Operator. Site delivery schedule may change at various times, when coordinated in advance by the Chief Operator.
- D. The contractor agrees to respond to all nuisance odor complaints/conditions, which may result from biosolids being land applied or retained at the application site.
- E. Contractor agrees to obtain, and maintain in good standing, all necessary local, regional, State, and Federal permits and licenses required to haul and land apply wastewater biosolids.
- F. Contractor and the City agree that biosolids production at the City's facility will vary annually, seasonally and monthly. Therefore, the values for the anticipated biosolids production are to serve only as a summary of past experience with respect to potential biosolids production during the contract period. The potential biosolids production during the period of this agreement is approximately 150 dry tons per month. Dewatered biosolids shall range from 40 to 65 percent dry solids by weight, with an average of approximately 50 percent dry solids. A copy of a recent independent laboratory biosolids analysis is included in this specification.
- G. Trip/disposal tickets on a form acceptable to the City and Florida Department of Environmental Protection (FDEP) shall establish a change of custody from the City to the Contractor's disposal site and quantities delivered and land applied on permitted approved land use site.
- H. The contractor shall be responsible for all surcharges that may be imposed by the County or State.

- I. The contractor shall provide for transporting biosolids from the treatment facility (453 LPGA Boulevard, Holly Hill, Florida) to disposal/land application site(s). Trucks tractor/trailer or other suitable containers of sufficient capacity shall be provided at the City's facility for loading by City personnel. Transporting equipment shall be readily movable by the City personnel to facilitate 365 day a year continuous loading and subject to City approval. Bid price for transporting biosolids shall include all costs, including staging/loading time, licensed drivers, insurance and all applicable permits for over the road hauling. The contractor is responsible for transporting biosolids; the contractor agrees that biosolids disposal operation will not be halted due to transportation problems. Contractor will have alternative equipment or operations in place to prevent this. The contractor provides the transportation; contractor accepts responsibility for the biosolids after the city loads the material into contractor trucks or trailers for transportation to the land application site. Contractor agrees to be responsible for any costs that may occur due to contractors not being able to accept biosolids at primary land application site. Contractor will be responsible for all addition costs incurred for alternative disposal.
- J. The City designates the Chief Wastewater Treatment Facility Operator of the City's Wastewater Treatment Facility as being the representative of the City in all matters regarding biosolids treatment and coordinating biosolids treatment/disposal tickets for each load of disposed biosolids. All biosolids removed from the premises shall be checked by the Chief Operator or designee(s) who will collect and maintain trip/disposal tickets for each load of disposed biosolids.
- II. The contractor shall hold the City of Holly Hill harmless against all claims, damages, regulatory agency citations, losses and expenses that may arise from the transporting, storage distribution and application in which the City's biosolids are involved.
- III. The Contractor agrees to comply with the City requirements for entering into contracts for services as contained in other documents included in this package, note: (the insurance limits, requirements and coverage's).
- IV. The term of this contract is for one (1) calendar year form the date of execution with the option for continuing annual extensions of one (1) year periods, upon mutual agreement by both parties. Pricking of hauling and land application may be revised each year upon anniversary date of the contract by 75% of the local CPI Index.
- V. Prior to award of bid, the City reserves the right to visit and inspect proposed disposal site (s), plant and access roads, and be provide copies of all permits, agreements and other documentation associated with the use of the site (s) for biosolids treatment and land application disposal.
- VI. The City of Holly Hill recorded 4,700 $\pm$ cubic yards of biosolids disposal in 2003 and 5,000 $\pm$ cubic yards in 2004. The City of Holly Hill projects disposal of 5,000 $\pm$ cubic yards in 2005. The City of Holly Hill makes no guarantee as to the amount of biosolids that will be generated during any given year.
- VII. The Contractor shall be responsible for all permitting of the land application sites. The Contractor shall prepare and submit in a timely manner all reports required by the staff of the City of Holly Hill Wastewater Treatment Facility, Federal, State, and local regulatory agencies.
- VIII. Contractor base bid shall be for hauling and land application.

SPEC - 2

First Addendum

Effective 4/1/2014

Contract Extension

WHEREAS on September 30, 2018 the City of Holly Hill (City) and H & H Liquid Sludge Disposal, Inc. (Contractor) entered into the final renewal of the contract first issued in April 1, 2014 .

WHEREAS, The parties have agreed to extend the contract reflected herein for 31 days until October 31, 2019.

WHEREAS, except as modified herein, the Contract shall remain in full force.

NOW, THEREFORE, for and in consideration of mutual covenants contained herein, the sufficiency of which are hereby acknowledged, the undersigned parties hereby agree to the following:

- 1) The contract expiration date shall be amended to be October 31, 2019.
- 2) This extension shall be effective October 1, 2019.
- 3) The City shall compensate the Contractor at a rate of \$715.00 per load

City of Holly

By: _____

Title: City Manager

Date: _____

H & H Liquid Sludge Disposal, Inc.

By: [Signature]

Title: President

Date: 8/20/19



City Commission

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

CONSENT AGENDA (ID # 2651)

Meeting: 08/27/19 07:00 PM

Department: Finance

Category: Consent Agenda

Prepared By: Stella Gurnee

Initiator: Stella Gurnee

Sponsors:

DOC ID: 2651

5.3

Department of Environmental Protection (DEP) Small Communities Wastewater Treatment Grant

DISCUSSION:

The Department of Environmental Protection (DEP) Small Communities Wastewater Treatment Grant provides funding for removal of sand and grit from the City's Wastewater treatment BTU tanks. The grant amount can be up to 100% of costs.

FISCAL ANALYSIS:

This grant is a cost reimbursement grant up to 100%. Current estimated costs for sand and grit removal for one BTU tank is \$174,724 based on piggybacking a bid from the City of Orlando. It may be possible to include both of the City's BTU tanks on the grant. Offsite disposal costs of \$28,224 are being reviewed on a case by case basis with FDEP to determine grant eligibility. If the grant is awarded the piggyback request will be brought to Commission for approval.

STAFF RECOMMENDATION:

Approve the City Manager be authorized to submit grant request to the Florida Department of Environmental Protection.

COMMISSION GOAL:

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

MOTION

APPROVE THE CITY MANAGER TO SUBMIT GRANT APPLICATION TO FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR SMALL COMMUNITIES WASTEWATER TREATMENT GRANT.



City Commission

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

CONSENT AGENDA (ID # 2649)

5.4

Meeting: 08/27/19 07:00 PM

Department: Finance

Category: Consent Agenda

Prepared By: Stella Gurnee

Initiator: Stella Gurnee

Sponsors:

DOC ID: 2649

Wells Fargo Certificate of Authority

DISCUSSION:

In September 2018 the City entered into an agreement with Wells Fargo to provide investment security services. The attached Certificate of Authority updates the City's authorized Individuals to add the City's new Finance Director

FISCAL ANALYSIS:

This update does not have any financial impact.

STAFF

RECOMMENDATION:

That the City Commission approve Wells Fargo Certificate of Authority 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 ATTACHED WELLS FARGO CERTIFICATE OF AUTHORITY.

Wells Fargo Securities, LLC

Certificate of Authority – General



I, Chris Via, being the duly authorized Mayor of The City of Holly Hill, a limited liability company ☐, general partnership ☐, limited partnership ☐, labor or credit union ☐, cooperative ☐, municipality or governmental entity ☒ 501 (c)(3) or other non-profit organization ☐, or ☐, an entity organized and existing under and by virtue of the laws of the State of Florida (hereinafter the "Organization"), do hereby certify that the governing body of the Organization authorized me to execute this Certificate of Authority on its behalf and certify that it has taken all actions necessary to approve the authorizations, representations and agreements set forth below, which were duly adopted on August 27, 2019; that said actions are now in full force and effect; and that said actions are in conformity with the By-Laws, Charter or other governing documents of the Organization:

That each of the persons listed below under Authorized Individuals is hereby fully authorized and empowered to: (1) establish and maintain one or more accounts ("the Accounts") with Wells Fargo Securities, LLC ("WFS" or "you") on behalf of the Organization for the purpose of purchasing, investing in, selling, transferring, exchanging or otherwise disposing of, and generally dealing in and with any and all forms of securities and other financial instruments (2) transfer, convert, endorse, buy, sell, assign, set over and deliver any and all shares of stock, bonds, debentures, notes, subscription warrants, stock purchase warrants, evidences of indebtedness or other securities now or hereafter standing in the name of or owned by the Organization; (3) make, execute and deliver any and all written instruments of assignment and transfer necessary or proper to effectuate such assignment and transfer; (4) deposit, withdraw and transfer funds, (5) vote proxies or take any other action with respect to securities; and (6) take any other action on the Organization's behalf with respect to the Accounts or other dealings with you. You shall be entitled to act in reliance upon the instructions of the Authorized Individuals with respect to the foregoing matters without further inquiry, investigation or obligation to verify the instructions.

That the Authorized Individuals of the Organization listed below are also hereby authorized to: (1) execute a certificate from time to time setting forth the authority and agreements set forth herein and stating that they are in full force and effect and certifying that the persons named therein are then representatives of the Organization and duly authorized and empowered to act on its behalf; and (2) annex or cause such certificate to be annexed to an instrument of assignment and transfer executed pursuant to and in accordance with the foregoing resolutions.

Authorized Individuals

I hereby certify that the Organization has duly authorized and empowered each of the following persons to individually act on its behalf with respect to the Accounts, and that the following are their true signatures:

1 Print Name	Print Title	Signature
Joe A. Forte	City Manager	X
2 Print Name	Print Title	Signature
Stella L. Gurnee	Finance Director	X
3 Print Name	Print Title	Signature
Catherine M. Colwell	Accounting Manager	X

That the Organization hereby agrees to indemnify and hold you harmless from any and all claims, liabilities and disputes resulting from you acting upon the instructions of the Authorized Individuals and it further agrees to promptly pay you upon demand any and all losses, debit balances or amounts due as a result of those instructions.

That the authority and indemnity set forth herein are continuing in nature and shall remain in full force and effect until you receive a written notice of revocation.

Authorized Signature

X	Chris Via	Mayor	August 27, 2019
Signature	Print Name	Title	Date

Wells Fargo Securities is the trade name for the capital markets and investment banking services of Wells Fargo & Company and its subsidiaries, including but not limited to Wells Fargo Securities, LLC, a member of NYSE, FINRA, NFA and SIPC, Wells Fargo Prime Services, LLC, a member of FINRA, NFA and SIPC, and Wells Fargo Bank, N.A. Wells Fargo Securities, LLC and Wells Fargo Prime Services, LLC are distinct entities from affiliated banks and thrifts.

Attachment: HOLLY HILL, CITY OF-COA-Certificate of Authority-WFS (3)-Wells Fargo-revised (2649 : Wells Fargo Certificate of Authority)



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

5.5

City Commission
Agenda Item

MEETING DATE: August 27, 2019
FROM: Valerie Manning
SUBJECT: Movies in the Park - Contract Renewal 2019
NUMBER: (ID # 2655)
APPLICANT:
PLANNER:

DISCUSSION:

Urban Surf 4 Kids would like to renew their contract with the city for the Movie In The Park event at no cost to the city, to operate in Sunrise Park. All terms and conditions of the contract remain the same.

FISCAL

ANALYSIS:

There is no city dollars being spent on this event. The city would be providing the use of the park, advertisement on the digital sign and the city's social media, trash cans and working lights in the park.

STAFF

RECOMMENDATION:

Staff recommends the City Commission support this activity for the following months: September, October and November 2019.

COMMISSION GOAL:

Goal #5: Promote a small town city "branding" that focuses on the city's accessible staff and interactive use of technologies (i.e. city website), the city's business friendly approach to attract and retain business, and the city's available open space, parks, and waterfront amenities that enhance the quality of life for citizens.

MOTION:

To approve and authorize the City Manager to enter into the contract renewal with Wesley Stewart of Urban Surf 4 Kids.

- Movie in The Park - Contract Renewal 2019 (PDF)



CITY OF HOLLY HILL

The City with a Heart

1065 Ridgewood Avenue ♥ Holly Hill, Florida 32117

www.hollyhillfl.org

Building, Zoning, Licensing & Inspections

386-248-9442
Fax 386-248-9498

City Clerk

386-248-9441
Fax 386-248-9448

City Manager

386-248-9425
Fax 386-248-9448

Economic Development

386-248-9444
Fax 386-248-9446

Finance

386-248-9427
Fax 386-248-9497

Human Resources

386-248-9440
Fax 386-248-9448

Information Technology

386-248-9459
Fax 386-248-9448

Public Works

386-248-9463
Fax 386-248-9499

Utility Billing

386-248-9432
Fax 386-248-9458

Mayor & City Commission

386-248-9441
Fax 386-248-9448

Event Contract

This contract acknowledges that Wesley R. Stewart - doing business as (Urban Surf 4 Kids) whose owner's address 135 Park Avenue, Daytona Beach, FL 32118 and the City of Holly Hill, Florida (City), whose address is 1065 Ridgewood Avenue, Holly Hill, FL 32117, a Florida municipality located in Volusia County, Florida agree to the following terms and conditions, considered to be in effect after this 27th day of August, 2019.

WHEREAS, the City desires to retain the service of a vendor/sponsor to be responsible for the organization, advertising and operation of a Movie in the Park event during the summer/fall months of September, October and November, 2019.

WHEREAS, Urban Surf 4 Kids desires to provide said services as more particularly set forth herein.

NOW, THEREFORE, for and in consideration of mutual covenants contained herein, the sufficiency of which are hereby acknowledged, the undersigned parties hereby agree to the following:

1) The City hereby agrees to retain Urban Surf 4 Kids, at no cost to City, to organize, advertise and operate an event at Sunrise Park. The City hereby agrees to be responsible for and provide the following:

- The use of Sunrise Park, at no cost, to Urban Surf 4 Kids, for the purpose of showing movies at no cost to the attendees.
- Movies will have a rating no higher than PG-13.
- Provide advertising on the electronic sign located at City Hall.
- Provide trash cans currently in use in Sunrise Park.
- Insure that all lights are in working order during the event.
- The City reserves the right to approve all movies 30 days in advance of the event.

2) Urban Surf 4 Kids hereby agrees to provide all necessary services to organize, advertise and operate, except as assumed by the City in Paragraph 1 above, an event at Sunrise Park and to include:

- Secure appropriate movie licensing to show movies in the park.
- Promote and advertise the event.
- Maintain complete control of the event including all vendors and participants.
- Maintain sufficient staffing to keep Sunrise Park free of debris at all times during the event.
- Event hours will be from 6:30 PM to 11:00 PM. Including set up and break down of all supplies and materials.
- Provide family entertainment in the form of **P.G. movies** as approved by the City.
- Maintain liability insurance naming the City as an additional insured. A certificate of insurance must be provided to the City at least 5 days before the event.
- All vendors will sign a release of liability indemnifying the City of Holly Hill.
- No alcohol will be served nor consumed in Sunrise Park.
- At the end of the event, Urban Surf 4 Kids shall restore Sunrise Park back to the condition that existed prior to the event, except that the City shall be responsible for those restoring the items the City performed in Paragraph 1 above.
- **Event dates and movies will be as follows:**
 - **September 21, 2019 – Dumbo**
 - **October 19, 2019 – Ugly Dolls**
 - **November 16, 2019 – The Lego Movie – Part 2**

3) It is the intent of the Agreement to create an independent contractor relationship and not an agency relationship or employment relationship. Urban Surf 4 Kids shall be responsible for any and all payments owed to vendors and staffing (if applicable) and shall not have the authority to obligate the City nor make any representation that the City is any way responsible for the event other than for those items specifically assumed by the City in this Agreement.

4) The City retains all right under Sovereign Immunity and nothing in this Agreement shall be interpreted or construed to be a waiver of Sovereign Immunity.

5) In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to be reimbursed reasonable attorney fees and costs. Venue for any litigation arising out of or related to this Agreement shall be in State Court, Volusia County, Florida.

IN WITNESS WHEREOF, the Grantor/Grantee has hereunto set his hand and seal on the day and year first above written.

Signed in the presence of:

GRANTOR

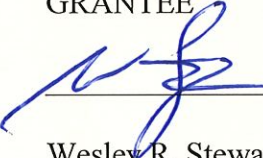
Print: _____

City of Holly Hill

GRANTEE

Print: N/A

Print: _____


Wesley R. Stewart (Urban Surf 4 Kids)

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ who ☐ is personally known to me or ☐ has produced a drivers' license as identification and who ☐ did ☐ did not take an oath.

Notary Public, FLORIDA

Printed Name _____
My Commission Expires: _____



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

**City Commission
Ordinance**

MEETING DATE: August 27, 2019
FROM: Brian Walker
SUBJECT: **SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations by Amending Chapter 14 (Buildings and Building Regulations) Creating Sections 14-3 and 14-4, to Add Regulations for Storm Protection and Damaged Structures, Amending Section 14-231, Adopting the International Property Maintenance Code; Providing for Severability; Providing for Codification; and Providing for an Effective Date.**
NUMBER: 2019-O-3019
APPLICANT: Brian Walker
PLANNER:

TITLE

Consider adoption of an ordinance of the City of Holly Hill, Florida, amending the Land Development Regulations by amending Chapter 14 (Buildings and Building Regulations) creating sections 14-3 and 14-4, to add regulations for storm protection and damaged structures, amending section 14-231, adopting the International Property Maintenance Code.

BACKGROUND

The City has been taking consistent steps to promote the health, welfare, and safety of the citizens of and visitors to, the City of Holly Hill, by taking steps to prevent economic deterioration and eliminate blight. The purpose of the proposed ordinance is to continue those efforts.

Boarded up buildings are a cause and source of blight in both residential and nonresidential areas. Such buildings can be an aesthetic eyesore, which in turn can discourage economic development and retard appreciation of property values. Additionally, boarded up openings can be a strong outward signal that the structure may be unoccupied. This can attract vagrants and transients and invite criminal activity.

Currently, the City has several homes and commercial structures that have openings that are boarded up. Some have been boarded up as a means to protect them against potential storm damage, while others have been boarded up to protect the structure after damage by other means, such as a vehicular accident. In some cases, the structures have remained in a “boarded up” state for long periods of time. While it may be necessary to temporarily protect a structure from the elements by using material such as plywood, there should be a time limitation for the structure to remain in a “boarded up” condition. In this way, what starts out as a temporary means to protect

the structure does not become a permanent or prolonged condition, which then starts to have a negative impact on the City.

Currently, the City does not have regulations that address boarded up openings or time limits on how long temporary measures can remain in place. The purpose of the proposed ordinance is to establish regulations for temporary protection of damaged structures and protection of structures in anticipation of a storm.

The proposed ordinance also adopts the most current edition of the International Property Maintenance Code (IPMC) along with all future amendments and updates. The IPMC is a model code that regulates the minimum maintenance requirements for existing buildings. It is intended to establish minimum maintenance standards for basic equipment, light, ventilation, heating, sanitation and fire safety. While the city has already adopted an edition of the code, the edition adopted is from 2012.

BOARD OF PLANNING AND APPEALS RECOMMENDATION

At its meeting on August 5, 2019, the Board of Planning and Appeals voted unanimously to recommend approval of the ordinance of the City of Holly Hill, Florida, amending the Land Development Regulations by amending Chapter 14 (Buildings and Building Regulations) creating sections 14-3 and 14-4, to add regulations for storm protection and damaged structures, amending section 14-231, adopting the International Property Maintenance Code.

STAFF

RECOMMENDATION

Adopt the ordinance of the City of Holly Hill, Florida, amending the land development regulations by amending Chapter 14 (Buildings and Building Regulations) creating sections 14-3 and 14-4, to add regulations for storm protection and damaged structures, amending section 14-231, adopting the International Property Maintenance Code.

HISTORY:

08/13/19

City Commission

APPROVED AT 1ST READING

Next: 08/27/19

Mayor Via opened public participation.

Kimberly Dibble, 824 Lakewood Drive, Holly Hill inquired about putting "shutters" language within the Ordinance for it to be more specifically for the residents before second reading. ***There was consensus from the Commission to do that.***

Mayor Via closed public participation.

Ordinance No. 2019-3019

SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS BY AMENDING CHAPTER 14 (BUILDINGS AND BUILDING REGULATIONS) CREATING SECTIONS 14-3 AND 14-4, TO ADD REGULATIONS FOR STORM PROTECTION AND DAMAGED STRUCTURES, AMENDING SECTION 14-231, ADOPTING THE INTERNATIONAL PROPERTY MAINTENANCE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS BY AMENDING CHAPTER 14 (BUILDINGS AND BUILDING REGULATIONS) CREATING SECTIONS 14-3 AND 14-4, TO ADD REGULATIONS FOR STORM PROTECTION AND DAMAGED STRUCTURES, AMENDING SECTION 14-231, ADOPTING THE INTERNATIONAL PROPERTY MAINTENANCE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission finds it periodically necessary to amend its Land Development Regulations in order to update regulations and procedures to implement planning goals and objectives; and

WHEREAS, the City Commission finds it necessary to provide regulations concerning the protection of damaged structures and to update language adopting the International Property Maintenance Code; and

WHEREAS, it is the intent of the City Commission that this Ordinance be enacted to protect and promote the health, welfare, and safety of the citizens of and visitors to the City of Holly Hill by taking steps to prevent economic deterioration and eliminate blight; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of Holly Hill to adopt the proposed amendments to the Land Development Regulations;

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

SECTION 1. Incorporation of Recitals. The above recitals are incorporated

herein by reference and form an integral part of the Ordinance.

SECTION 2. - That Sections 14-3 and 14-4, be created and added as follows:

Sec. 14-3 Damaged structures.

Damaged openings such as doors, windows or other apertures or holes in the building envelope or roof shall be allowed to be temporarily protected, but repairs or replacement of the damaged doors, windows, other apertures or holes in the building envelope or roof, must take place within 90 days. Materials used to protect or cover the opening can be any material approved for use by the then current edition of the Florida Building Code. If using wood structural panels, oriented strand board (OSB), plywood or any other natural wood product, the material used to enclose the building must be neatly fitted to protect the opening and shall be painted to blend in or match the rest of the building. This section applies to uninhabited or vacant and inhabited or occupied structures.

Sec. 14-4 Temporary storm protection of structures.

Openings such as doors, windows or other apertures may be temporarily protected up to 14 days prior to the projected landfall of any named storm or weather system. Temporary protection must be removed within 14 days after the storm threat has passed. Materials used to protect or cover the opening can be any material approved for use by the then current edition of the Florida Building Code.

SECTION 3. That Section 14-231. - Adoption is hereby amended to add underlined language and remove language stricken through as follows:

Sec. 14-231. - Adoption.

~~There is hereby adopted by reference as if set out at length herein those publications known as the International Property Maintenance Code, 2012 Edition, including all appendices thereto except where amended or superseded by ordinance. A copy of said maintenance code shall be kept on file in the office of the city clerk.~~

The city hereby adopts and incorporates into the Code of Ordinances the most current edition of the International Property Maintenance Code (IPMC), including all future amendments and updates, except where superseded by ordinance. A copy of said maintenance code shall be kept on file in the Community Development Office.

SECTION 4. SEVERABILITY. If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 5. CONFLICTS. All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed consistent, however, with the provisions of this Ordinance relative to the transitional application of the land development regulations.

SECTION 6. CODIFICATION. It is the intent of the City Commissioners that the Substantive provision of this Ordinance will become and be made part of the Land Development Regulations of Holly Hill and that the word "ordinance" may be changed to "section", "part", or other appropriate word or phrase, and the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; providing, however, that sections 4, 5, 6, and 7 of this Ordinance shall not be codified.

SECTION 7. EFFECTIVE DATE. That this Ordinance shall become effective immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 27th day of AUGUST, 2019
for second reading.**



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

**City Commission
Ordinance**

MEETING DATE: August 27, 2019
FROM: Brian Walker
SUBJECT: **SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations by Amending Chapter 110 (Signs) Section 110-11 (A), Off-Premises Outdoor Advertising Signs; Providing for Severability; Providing for Codification; and Providing for an Effective Date.**
NUMBER: 2019-O-3020
APPLICANT: Brian Walker
PLANNER:

TITLE

Consider adoption of an ordinance of the City of Holly Hill, Florida, amending the Land Development Regulations by amending Chapter 110 (signs) section 110-11 (a), Off-premises outdoor advertising signs.

BACKGROUND

The proposed ordinance amends section 110-11 (a) of the code that addresses off-premises outdoor advertising signs (aka billboards). Billboards are only allowed on commercial property with frontage on Mason Avenue. Under the current regulations, billboards on properties not fronting on Mason Avenue are considered legal nonconforming if their existence predates the ordinance enacting the restriction on their location. As such, these legal nonconforming billboards cannot be moved or taken down and rebuilt. However, this restriction can cause a hardship for vacant properties which have a legal nonconforming billboard on them located in an area that prevents reasonable development of the property. In some cases the property owner has a lease agreement with the billboard owner and cannot simply order the removal of the billboard.

This ordinance will allow properties with legal nonconforming billboards that significantly hinder development, and that meet specific criteria, to move the billboard or rebuild it in another location on the same property. The determination as to whether or not a billboard significantly hinders the development of a vacant property will be at the sole discretion of the city. A billboard will be considered a significant hindrance if it would not allow the property to be developed or if it would interfere with items such as the drainage or stormwater systems; access; or traffic circulation.

BOARD OF PLANNING AND APPEALS RECOMMENDATION

At its meeting on August 5, 2019, the Board of Planning and Appeals voted unanimously to recommend approval of an ordinance of the City of Holly Hill, Florida, amending the Land Development Regulations by amending Chapter 110 (signs) section 110-11 (a), Off-premises outdoor advertising signs.

STAFF**RECOMMENDATION**

Adopt the ordinance of the City of Holly Hill, Florida, amending the Land Development Regulations by amending Chapter 110 (signs) section 110-11 (a), Off-premises Outdoor Advertising Signs.

ATTACHMENTS:

- Current Regulations (PDF)
- Example of Nonconforming Billboard (PDF)

HISTORY:

08/13/19

City Commission

APPROVED AT 1ST READING

Next: 08/27/19

Mayor Via opened public participation. No one spoke.

Ordinance No. 2019-3020**SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS BY AMENDING CHAPTER 110 (SIGNS) SECTION 110-11 (A), OFF-PREMISES OUTDOOR ADVERTISING SIGNS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS BY AMENDING CHAPTER 110 (SIGNS) SECTION 110-11 (A), OFF-PREMISES OUTDOOR ADVERTISING SIGNS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission finds it periodically necessary to amend its Land Development Regulations in order to update regulations and procedures to implement planning goals and objectives; and

WHEREAS, the City Commission finds it necessary to update regulations concerning off-premises outdoor advertising signs (aka billboards); and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of Holly Hill to adopt the proposed amendment to the Land Development Regulations;

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

SECTION 1. Incorporation of Recitals. The above recitals are incorporated herein by reference and form an integral part of the Ordinance.

SECTION 2. That Section 110-11. Off-premises outdoor advertising signs, part (a) be replaced entirely with the following language:

- (a) *Where allowed.* Off-premises outdoor advertising signs, also known as billboards, are allowed only on commercial or industrial zoned properties with frontage on Mason Avenue. Any billboard in existence on the effective date of the ordinance from which this chapter is derived, or on a later date when the property is annexed to the city, that would not be exempt under this chapter, and that was constructed in accordance with the ordinances and other applicable laws in effect on the date of its construction, but which is not in conformance with the requirements of this chapter by reason of its size, height, location, design or construction, shall be deemed to be a

nonconforming billboard. Such nonconforming billboard shall be allowed to remain in place and be maintained, repaired, or changed, provided that no action is taken which increases the degree or extent of the nonconformity. A change in the information on the face of an existing nonconforming billboard is permitted.

Nonconforming billboards that are located on vacant property in such a way that they significantly hinder the development of the property may be moved or rebuilt on the same property as long as setbacks and all other code requirements are met. A billboard will be considered a significant hindrance if it would not allow the property to be developed or if it would interfere with items such as the drainage or stormwater systems; access; or traffic circulation.

Billboards that are rebuilt under this provision may not be any larger or higher than the billboard replaced except that any minimum height required by code shall be observed. In no case shall a rebuilt billboard exceed the measurements, height or area, for billboards currently permitted by code. The determination as to whether a billboard's location significantly hinders the development of a property shall be at the sole discretion of the city and the city can deny any request to move or rebuild a nonconforming billboard. A site plan shall be required to move a billboard.

SECTION 3. SEVERABILITY. If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 4. CONFLICTS. All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed consistent, however, with the provisions of this Ordinance relative to the transitional application of the land development regulations.

SECTION 5. CODIFICATION. It is the intent of the City Commissioners that the Substantive provision of this Ordinance will become and be made part of the Land Development Regulations of Holly Hill and that the word "ordinance" may be changed to "section", "part", or other appropriate word or phrase, and the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; providing, however, that sections 3, 4, 5, and 6 of this Ordinance shall not be codified.

SECTION 6. EFFECTIVE DATE. That this Ordinance shall become effective immediately upon its adoption.

**APPROVED AND AUTHENTICATED on this 27th day of AUGUST, 2019
for second reading.**

Sec. 110-11. - Off-premises outdoor advertising signs.

- (a) *Where allowed.* Off-premises outdoor advertising signs are allowed only on commercial or industrial zoned properties with frontage on Mason Avenue.
- (b) *Content.* Off-premises outdoor advertising signs may display any message so long as it is not harmful to minors as defined by this Code.
- (c) *Maximum area.* No off-premises outdoor advertising sign may exceed 378 square feet in area.
- (d) *Minimum ground clearance.* The minimum distance between the ground and lowest part of any off-premises outdoor advertising sign, excluding its supporting structure, shall be 20 feet.
- (e) *Maximum height.* No off-premises outdoor advertising sign, or combination of signs, may exceed 35 feet in height.
- (f) *Maximum width.* No off-premises outdoor advertising sign, or combination of signs, may exceed 35 feet in width.
- (g) *Spacing.* No off-premises outdoor advertising sign may be located closer than 1,000 feet from any other permanent outdoor advertising sign on the same side of the roadway or roadways to which the off-premises outdoor advertising sign is directed. Spacing shall be determined based on signs that have received the necessary city permit pursuant to this Code, and signs having received prior authorization shall have priority over a later applicant in determining compliance with the spacing restrictions. Where two or more applications from different persons conflict with each other in regard to this spacing requirement, so that only one of the applications may be granted, the applications shall be considered for approval in the order in which they were received by the city. Every application received shall remain pending until any previously received application is approved. Upon approval of any application, all conflicting applications then pending shall be automatically denied.
- (h) *Setback from property lines.* Off-premises outdoor advertising signs shall not be located in any required yard.

(Ord. No. 2443, § 2, 11-12-96)

Example of a vacant property on Nova Road with a legal nonconforming billboard. The billboard is located in such a way that it significantly hinders the development of the property. Retention on the property will be placed to the east and a building in the center of the property. The billboard's placement in the center front of the property will interfere with parking and traffic circulation that will be up front along Nova Road. Adoption of the ordinance will allow the billboard to be moved to a corner of the property.





STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

7.3

MEETING DATE: August 27, 2019
FROM: Brian Walker
SUBJECT: SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Amending the Official Zoning Map to Designate the Property at 1541 and 1567 North Nova Road as More Specifically Described in Attachment (A) from B-2 (Planned Shopping Center District) to B-5 (General Commercial District); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

NUMBER: 2019-O-3021
APPLICANT: Brian Walker
PLANNER:

TITLE

Holly Hill Plaza Rezone - Consider a Rezone from B-2 (Planned Shopping Center) to B-5 (General Commercial) on approximately 14.91 acres, located on the east side of Nova Road, immediately north of 10th Street and more specifically known as 1541 and 1567 North Nova Road; (Z2019-01) (J-8 Land Partners, LLLP, Applicant) District 2 - Commissioner Currie (Brian Walker, Community Development Director)

DISCUSSION

The applicant is requesting a Rezone from B-2 (Planned Shopping Center) to B-5 (General Commercial) in order to utilize the subject property in accordance with the B-5 permitted and special exception uses. The site is currently a large built out shopping center containing a grocery store and a variety of other retail businesses. A rezoning from B-2 to B-5 will also allow the applicant to apply for special exception uses not available in the B-2 zoning district.

The following shows existing land use, future land use, and zoning for the site and adjacent properties.

Site: A Commercial Shopping Center with a Commercial future land use designation and B-2 Zoning (Planned Shopping Center District)

North: A Commercial Shopping Center with a Commercial future land use designation and B-4 Zoning (Highway Business District)

South: Multi-family with a Medium Density Residential future land use and R-6 zoning (Low Density Multi-family Residential)

East: Multi-family with a Medium Density Residential future land use and R-6 zoning (Low Density Multi-family Residential)

West: Various Commercial Businesses with a Commercial future land use and CC-1 zoning (Commercial Corridor)

SITE ANALYSIS

Existing Development: The property is currently fully developed with a commercial building.

Floodplain Impacts: Based on the 2017 FIRM map, the property is not within the 100-year Floodplain.

Utilities: Water and sewer utilities are provided by the City of Holly Hill.

Transportation/Traffic: The subject site currently accesses onto Nova Road and LPGA Blvd. Street and vehicular access is provided via public rights-of-way (ROW).

Drainage: The subject property has an established drainage system consisting of a retention area and outfall to the canal east of the property.

Buffers: The site is fully developed and no additional buffers will be required.

Sidewalks: There are sidewalks along 10th Street and Nova Rd.

Consistency with the Land Development Code

The requested B-5 (General Commercial) zoning classification is intended to provide areas with local retail stores and services primarily for the use of residents of the community and which are less intensive than those uses permitted in the light industrial districts. The B-5 zoning classification is a compatible transition from the B-2 zoning classification; both zoning categories are permitted under the Commercial future land use designation.

The subject site is located within an established commercial corridor and the requested rezone will allow uses that are compatible with the trend of development along Nova Road and the area in general.

Consistency with the Comprehensive Plan

Based on Policy 1.1.5 of the Comprehensive Plan, in considering the rezoning of properties, the City is required to consider not only whether a particular proposal is consistent with the use and density aspects of the comprehensive plan, but also whether the proposal is consistent with the compatibility and other concerns of the plan.

Policy 1.1.2 - The Future Land Use Element Policy sets a maximum development intensity level of 1.95 FAR for sites with a general commercial future land use. The subject site is developed within this intensity level.

Policy 1.1.3 - The proposed B-5 (General Commercial) zoning district is consistent with the future land use map designation of general commercial.

Staff finds the requested zoning classification to be consistent with the Comprehensive Plan.

BOARD OF PLANNING AND APPEALS RECOMMENDATION

At its meeting on August 5, 2019, the Board of Planning and Appeals voted unanimously to recommend approval of a Rezone from B-2 (Planned Shopping Center) to B-5 (General Commercial) on approximately 14.91 acres, located on the east side of Nova Road, immediately north of 10th Street and more specifically known as 1541 and 1567 North Nova Road.

STAFF

RECOMMENDATION

Staff recommends the City Commission adopt the Ordinance enacting a Rezone from B-2 (Planned Shopping Center) to B-5 (General Commercial) on approximately 14.91 acres, located on the east side of N Nova Road, immediately north of 10th Street and more specifically known as 1541 and 1567 Nova Road.

ATTACHMENTS:

- Zoning & FLU Map (PDF)
- Pictures (PDF)
- Compare B2 & B5 Zonings (PDF)
- Legal Description (PDF)

HISTORY:

08/13/19

City Commission

APPROVED AT 1ST READING

Next: 08/27/19

Mayor Via opened public participation.

Twila Milcent, 718 N. Flamingo Drive, Holly Hill mentioned that she doesn't know what zoning restrictions are but she was wondering if that could possibly give the applicant the go-ahead to put in warehouses there. Payable businesses that walk in and out of all the time.

Brian Walker, City Planner informed the Mayor and Commissioners that they wouldn't be allowed to do storage, self-service personal storage; no warehouses.

Mayor Via closed public participation.

Ordinance No. 2019-3021

SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY AMENDING THE OFFICIAL ZONING MAP TO DESIGNATE THE PROPERTY AT 1541 AND 1567 NORTH NOVA ROAD AS MORE SPECIFICALLY DESCRIBED IN ATTACHMENT (A) FROM B-2 (PLANNED SHOPPING CENTER DISTRICT) TO B-5 (GENERAL COMMERCIAL DISTRICT); 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 AMENDING THE OFFICIAL ZONING MAP TO DESIGNATE THE PROPERTY AT 1541 AND 1567 NORTH NOVA ROAD AS MORE SPECIFICALLY DESCRIBED IN ATTACHMENT A FROM B-2 (PLANNED SHOPPING CENTER DISTRICT) TO B-5 (GENERAL COMMERCIAL DISTRICT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill, Volusia County, Florida, has adopted a comprehensive plan pursuant to, and in compliance with 163.3161 et. Seq., Florida Statutes; and

WHEREAS, the City Commission, as authorized by 163.3202, Florida Statutes, has enacted and does enforce the Land Development Regulations, based on, related to, and as a means to implement its adopted comprehensive plan; and

WHEREAS, the City Commission has determined that it is necessary to amend its Land Development Regulations as herein provided in order to more effectively implement its adopted comprehensive plan; and

WHEREAS, the City Commission has determined that the proposed amendment to the Land Development Regulations is consistent with its adopted comprehensive plan.

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

SECTION 1. The Official Zoning Map of the City of Holly Hill is hereby amended to designate the property described in Attachment A as B-5 (General Commercial District.)

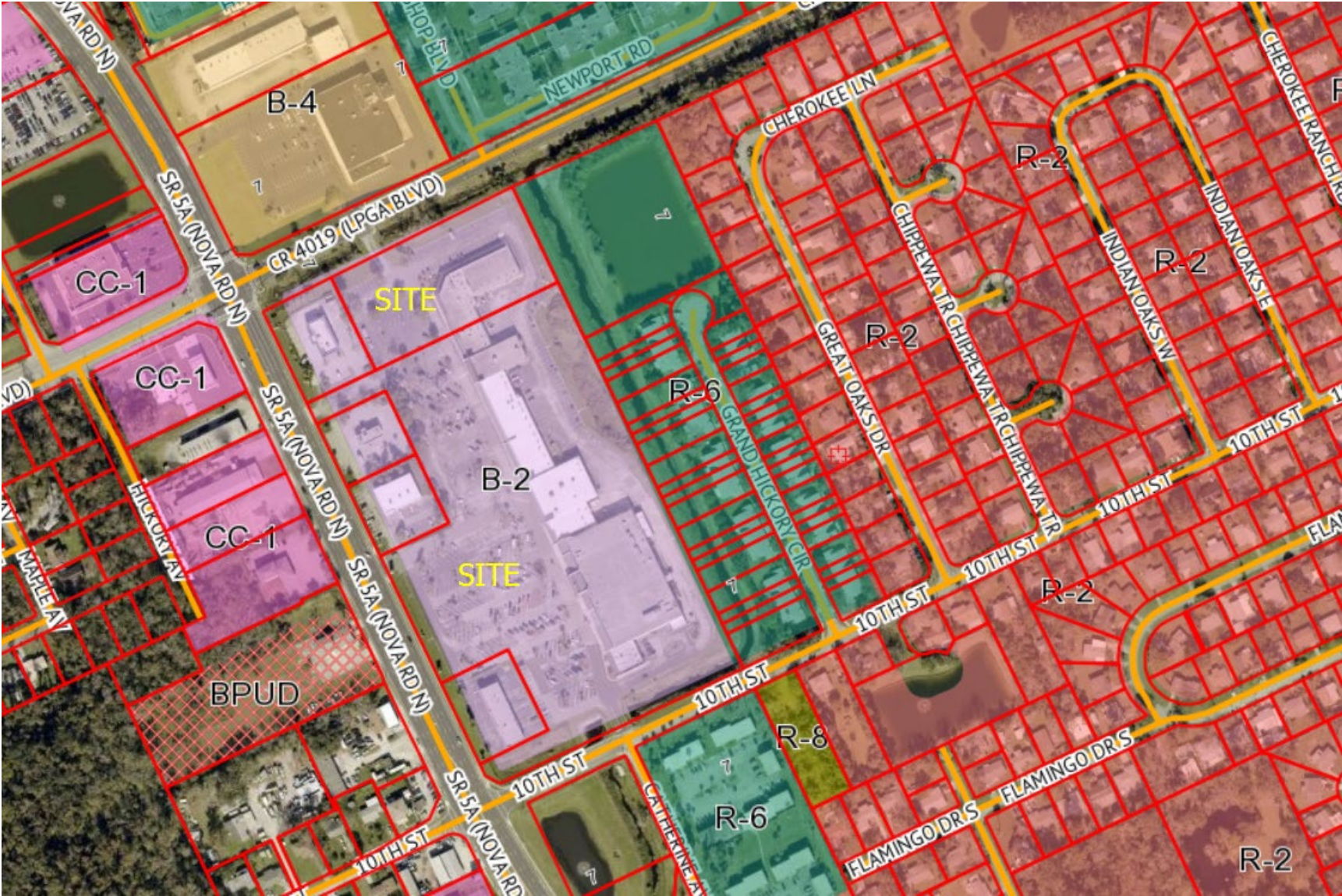
SECTION 2. Development of the property described in Attachment A shall conform to the Land Development Regulations of Holly Hill.

SECTION 3. 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.

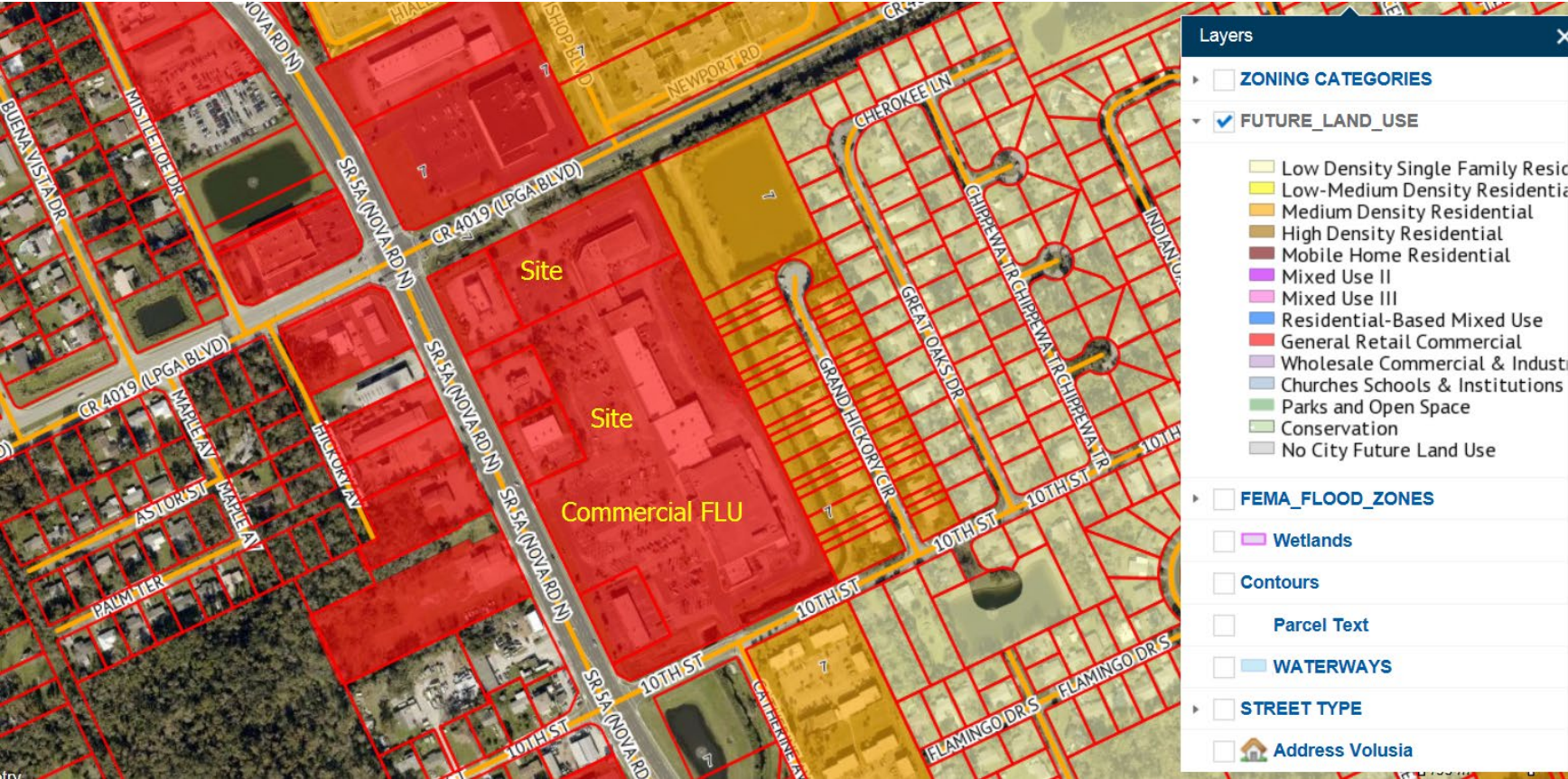
SECTION 4. That all ordinances made in conflict with this Ordinance are hereby repealed.

APPROVED AND AUTHENTICATED on this 27th day of AUGUST, 2019 for second reading.

ZONING MAP – SITE CURRENTLY ZONED B-2 (REQUESTING B-5)



FUTURE LAND USE (FLU) MAP – SITE HAS A COMMERCIAL FLU



AERIAL VIEW OF THE PROPERTY

Attachment: Pictures (2019-O-3021 : Nova Road (1541 & 1567) Holly Hill Plaza Rezone)

VIEW OF PROPERTY LOOKING EAST FROM NOVA ROAD



VIEW OF PROPERTY LOOKING NORTH FROM 10TH STREET



VIEW SOUTH FROM LPGA



REAR VIEWS OF THE PROPERTY



Attachment: Pictures (2019-O-3021 : Nova Road (1541 & 1567) Holly Hill Plaza Rezone)



Attachment: Pictures (2019-O-3021 : Nova Road (1541 & 1567) Holly Hill Plaza Rezone)

Permitted Uses By Right (Without a Special Exception)

B-2 – Current Zoning on Property

Permitted principal uses and structures in the B-2 district are as follows:

- (1) Administrative offices.
- (2) Professional services offices.
- (3) Retail sales and services.
- (4) Personal services.
- (5) Restaurants, type A and B, except when such uses are located on a parcel abutting any R-1 through R-9 zoned property.
- (6) Medical and dental clinics.
- (7) Bars and nightclubs, except when such uses are located on a parcel abutting any R-1 through R-9 zoned property.
- (8) Adult day care centers.

B-5 – Proposed Zoning

Permitted principal uses and structures in the B-5 district are as follows:

- (1) Any use permitted in the B-1 professional office/hospital-medical district.
 - (2) Any use permitted in the B-4 highway business district.
 - (3) Self-service storage facilities (miniware- houses). (Refer to section 114-686.)
 - (4) Application of permanent makeup.
 - (5) Adult day care centers.
- Sec. 114-476. - Special exceptions.

B-1

Permitted principal uses and structures in the B-1 district are as follows:

- (1) Administrative offices.
- (2) Professional services offices.
- (3) Hospitals.
- (4) Laboratories: biological, optical, medical, dental, and X-ray, but not including research and development laboratories related to the manufacturing of drugs for distribution and sale, and not including blood banks.
- (5) Prescription pharmacies.
- (6) Adult congregate living facilities not exceeding 65 clients per acre (licensed capacity).
- (7) Rest and convalescence homes.
- (8) Banks and savings and loans.
- (9) Adult day care centers.

B-4

Permitted principal uses and structures in the B-4 district are as follows:

- (1) Any use permitted in the B-1 professional office/hospital-medical district.
- (2) Administrative offices.
- (3) Retail sales and services.
- (4) Personal services.
- (5) Restaurants, type A and B, except when such uses are located on a parcel abutting any R-1 through R-9 zoned property.
- (6) Bars and nightclubs, except when such uses are located on a parcel abutting any R-1 through R-9 zoned property.
- (7) Houses of worship.
- (8) Application of permanent makeup.
- (9) Adult day care centers.

Uses Permitted Only By Special Exception

B-2

- (1) City-owned and quasipublic service and safety facilities. (Refer to section 114-669.)
- (2) Child day care centers. (Refer to section 114-667.)
- (3) Meeting places for civic, fraternal and service organizations. (Refer to section 114-663.)
- (4) Theaters. (Refer to section 114-674.)
- (5) Marinas. (Refer to section 114-673.)
- (6) Self-service automobile fuel stations and accessory self-service fuel pumps. (Refer to section 114-682.)
- (7) Restaurants, type A and B, when such uses are located on a parcel abutting any R-1 through R-9 zoned property. (Refer to section 114-690.)
- (8) Bars and nightclubs, when such uses are located on a parcel abutting any R-1 through R-9 zoned property.
- (9) Tattoo parlors. (Refer to section 114-696.)
- (10) Amusement center. (Refer to section 114-701.)
- (11) House of worship. (Refer to section 114-666.)

B-5

- (1) City-owned and quasipublic service and safety facilities. (Refer to section 114-669.)
- (2) Child day care centers. (Refer to section 114-667.)
- (3) Meeting places for civic, fraternal and service organizations. (Refer to section 114-663.)
- (4) Self-service automobile fuel stations and accessory self-service fuel pumps. (Refer to section 114-682.)
- (5) Motor vehicle rentals. (Refer to section 114-675.)
- (6) Type A and B service stations. (Refer to section 114-682.)
- (7) Flea markets and farmers' markets. (Refer to section 114-676.)
- (8) Restaurants, type A and B, when such uses are located on a parcel abutting any R-1 through R-9 zoned property. (Refer to section 114-690.)
- (9) Bars and nightclubs, when such uses are located on a parcel abutting any R-1 through R-9 zoned property. (Refer to section 114-691.)
- (10) New and used car lots. (Refer to section 114-683.)
- (11) Amusement center. (Refer to section 114-701.)

B-1

- (1) City-owned and quasipublic service and safety facilities. (Refer to section 114-669.)
- (2) Child day care centers. (Refer to section 114-667.)
- (3) Meeting places for civic, fraternal and service organizations. (Refer to section 114-663.)
- (4) Cemeteries. (Refer to section 114-664.)
- (5) Rest homes and retirement centers. (Refer to section 114-671.)
- (6) Residential retirement health care facilities. (Refer to section 114-672.)
- (7) Adult congregate living facilities. (Refer to section 114-665.)
- (8) Houses of worship. (Refer to section 114-666.)

B-4

- (1) City-owned and quasipublic service and safety facilities. (Refer to section 114-669.)
- (2) Child day care centers. (Refer to section 114-667.)
- (3) Meeting places for civic, fraternal and service organizations. (Refer to section 114-663.)
- (4) Self-service automobile fuel stations and accessory self-service fuel pumps. (Refer to section 114-682.)
- (5) Motor vehicle rentals. (Refer to section 114-675.)
- (6) Type A and B service stations. (Refer to section 114-682.)
- (7) Flea markets and farmers' markets. (Refer to section 114-676.)
- (8) Restaurants, type A and B, when such uses are located on a parcel abutting any R-1 through R-9 zoned property. (Refer to section 114-690.)
- (9) Bars and nightclubs, when such uses are located on a parcel abutting any R-1 through R-9 zoned property. (Refer to section 114-691.)
- (10) New and used car lots. (Refer to section 114-683.)
- (11) Indoor shooting ranges. (Refer to section 114-697.)
- (12) Schools (public, private, parochial or technical) (Refer to section 114-698).
- (13) Amusement center. (Refer to section 114-701.)

LEGAL DESCRIPTION

A Portion of Lot 30, Hopkins Fitch Grant, as recorded in Deed Book C, Page 79, of the Public Records Of Volusia County, Florida, also known as Lot 5, Block 4, Mason And Carswell's Subdivision as recorded in Map Book 2, Page 90, of the Public Records Of Volusia County, Florida, described as follows:

From The Southeast Corner Of Said Lot 5, Block 4; Thence North 25 Degrees 17' 40" West, Along The East Line Of Said Lot 5, Block 4, A Distance Of 8.50 Feet To The Northerly Right-Of-Way Line Of 10th Street (Platted Delaware Street) As Occupied And Established; Thence South 65 Degrees 02'30" West, Along Said Right-Of-Way Line, 653.68 Feet To The Point Of Beginning; Thence Continue South 65 Degrees 02'30" West, 641.01 Feet; Thence North 25 Degrees 04'13" West, 50.00 Feet; Thence North 65 Degrees 02'30" East, 175.00 Feet; Thence North 25 Degrees 04'13" West, 205.00 Feet; Thence South 65 Degrees 02'30" West, 175.00 Feet; Thence North 25 Degrees 04'13" West, 345.00 Feet; Thence North 65 Degrees 02'30" East, 175.00 Feet; Thence North 25 Degrees 04'13" West, 335.33 Feet; Thence South 65 Degrees 02'30" West, 175.00 Feet; Thence North 25 Degrees 04'13" West, 50.00 Feet; Thence North 63 Degrees 56'45" East, 175.00 Feet; Thence North 25 Degrees 04'13" West, 205.00 Feet; Thence South 63 Degrees 56'45" West, 175.00 Feet; Thence North 25 Degrees 04'13" West, 80.00 Feet To A Point On The Southerly Right-Of-Way Line Of 11th Street (Platted Washington Street); Thence North 63 Degrees 56'45" East, Along Said Right-Of-Way Line 641.10 Feet; Thence South 25 Degrees 04'13" East, 1282.60 Feet To The Point Of Beginning.

Less And Except Any Part Described In Warranty Deed Recorded In Official Records Book 3210, Page 1762, And In That Order Of Taking Recorded In Official Records Book 3765, Page 3976, Of The Public Records Of Volusia County, Florida.

ALSO DESCRIBED AS FOLLOWS:

A Portion of Lot 30, Hopkins Fitch Grant, as recorded in Deed Book C, Page 79, of the Public Records Of Volusia County, Florida, also known as Lot 5, Block 4, Mason And Carswell's Subdivision as recorded in Map Book 2, Page 90, of the Public Records Of Volusia County, Florida, described as follows:

From The Southeast Corner Of Said Lot 5, Block 4; Thence North 25 Degrees 17'40" West, Along The East Line Of Said Lot 5, Block 4, A Distance Of 8.50 Feet To The Northerly Right-Of-Way Line Of 10th Street (Platted Delaware Street) As Occupied And Established; Thence South 65 Degrees 02'30" West, Along Said Right-Of-Way Line, 653.68 Feet To The Point Of Beginning; Thence Continue South 65 Degrees 02'30" West, 606.01 Feet; Thence North 79 Degrees 27'31" West, 43.05 Feet; Thence North 25 Degrees 04'13" West, 25.00 Feet; Thence North 65 Degrees 02'30" East, 175.00 Feet; Thence North 25 Degrees 04'13" West, 205.00 Feet; Thence South 65 Degrees 02'30" West, 175.00 Feet; Thence North 25 Degrees 04'13" West, 345.00 Feet; Thence North 65 Degrees 02'30" East, 175.00 Feet; Thence North 25 Degrees 04'13" West, 335.33 Feet; Thence South 65 Degrees 02'30" West, 175.00 Feet; Thence North 25 Degrees 04'13" West, 50.00 Feet; Thence North 63 Degrees 56'45" East, 175.00 Feet; Thence North 25 Degrees 04'13" West, 205.00 Feet; Thence South 63 Degrees 56'45" West, 175.00 Feet; Thence North 25 Degrees 04'13" West, 63.48 Feet; Thence North 12 Degrees 48'57" East, 21.22 Feet To A Point On The Southerly Right-Of-Way Line Of 11th Street (Platted Washington Street); Thence North 63 Degrees 56'45" East, Along Said Right-Of-Way Line, 628.07 Feet; Thence South 25 Degrees 04'13" East, 1282.60 Feet To The Point Of Beginning.

The Foregoing Legal Description Describes The Same Property As Shown In The Vesting Deed, Recorded At Official Records Book 3717, Page 2811, Of The Public Records Of Volusia County, Florida.

And Together With The Non-Exclusive Easements Appurtenant To The Aforesaid Real Property For The Purpose Of Ingress, Egress, Parking And Utility Purposes, All As Set Forth In (A) That Certain Declaration Of Restrictions And Grant Of Easements Executed By Holly Hill Associates Dated March 6, 1984 And Recorded On April 11, 1984 In Official Records Book 2555, Page 313, Of The Public Records Of Volusia County, Florida, As Corrected By That Certain Corrective Declaration Of Restrictions And Grant Of Easements Executed By Holly Hill Associates And Winn-Dixie Stores, Inc., Dated October 16, 1984 And Recorded In December 4, 1984 In Official Records Book 2631, Page 454 Of The Public Records Of Volusia County, Florida, As Amended By That Certain Partial Release Of Declaration Of Restrictions And Grant Of Easements Executed By Holly Hill Associates, Winn-Dixie Stores, Inc. And The Chase Manhattan Bank, N.A. Dated March 18, 1988 And Recorded In October 21, 1988 In Official Records Book 3210, Page 1773, Of The Public Records Of Volusia County, Florida, (Together The "First Winn-Dixie Declaration") And (B) That Certain Declaration Of Restrictions And Grant Of Easements Executed By Holly Hill Associates Dated October 16, 1987 And Recorded On May 5, 1988 In Official Records Book 3134, Page 516 Of The Public Records Of Volusia County, Florida (The "Second Winn-Dixie Declaration") And First Winn-Dixie Declaration And Second Winn-Dixie Declaration Being Together Amended By That Certain Amended And Restated Declaration Of Restrictions And Grant Of Easements Executed By Holly Hill Associates And Winn-Dixie Stores, Inc., Dated September 25, 1989 And Recorded On September 27, 1989 In Official Records Book 3365, Page 1236, And Assumption Of Declaration Obligations Recorded In Official Records Book 5004, Page 1068, Of The Public Records Of Volusia County, Florida.

And Together With The Public Drainage Easement Appurtenant To The Aforesaid Real Property As Set Forth In That Certain Easement Executed By Holly Hill Associates To And In Favor Of Volusia County, Florida, Dated May 11, 1984 And Recorded On September 28, 1984 In Official Records Book 2611 Page 906 Of The Public Records Of Volusia County, Florida Over And Across The Property Located Easterly Of And Adjacent To The Aforesaid Real Property, As More Particularly Described Therein.

And Together With The Non-Exclusive Easements Appurtenant To The Aforesaid Real Property For The Purposes Of Drainage And Access, All As Set Forth In That Certain Easement Agreement Executed By Holly Hill Associates And MML Development Corp., Dated November 15, 1988 And Recorded On November 17, 1988 In Official Records Book 3223, Page 1300 Of The Public Records Of Volusia County, Florida Over And Across The Real Property More Particularly Described Therein.

And Together With The Non-Exclusive Easement Appurtenant To The Aforesaid Real Property For The Purpose Of Access As Set Forth In That Certain Easement Agreement Executed By Holly Hill Associates And Discount Auto Parts, Inc., Dated July 31, 1989 And Recorded On August 4, 1989 In Official Records Book 3341, Page 1992 Of The Public Records Of Volusia County, Florida Over And Across The Real Property More Particularly Described Therein.

(- end of legal description -)

Attachment: Legal Description (2019-O-3021 : Nova Road (1541 & 1567) Holly Hill Plaza Rezone)



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

**City Commission
Agenda Item**

7.4

MEETING DATE: August 27, 2019
FROM: Brian Walker
SUBJECT: Request for Special Exception Approval to Allow a Car Rental Facility on a Parcel in the B-5 Zoning District
NUMBER: (ID # 2642)
APPLICANT: J-8 Land Partners, LLLP
PLANNER: Brian Walker

INTRODUCTION:

The applicant is seeking special exception approval to allow a car rental facility on a parcel in the B-5 zoning district. The subject property is located on the east side of Nova Road, immediately north of 10th Street and more specifically known as 1541 and 1567 North Nova Road; (SE2019-02) (J-8 Land Partners, LLLP, Applicant) District 2 - Currie (Brian Walker, Community Development Director)

BACKGROUND:

The subject property is approximately 14.91 acres in size and contains a commercial shopping center that can be accessed on the north via LPGA Blvd, on the south via 10th Street and the east via N Nova Road.

The property is zoned B-5 (General Commercial) which allows vehicle rental only as a special exception use subject to the provisions of Section 114-675 of the Land Development Regulations of Holly Hill.

The vehicle rental facility proposes a maximum of 20 vehicles on-site. No more than 5 vehicles will be permitted in front of the store (west side) at one time. Any vehicles that are not in front of the store will be kept in the rear of the building.

DISCUSSION:

In order to approve the car rental facility at the subject location, the City Commission must find that the site and conditions meet the requirements of Section 114-675. The requirements are listed below.

Sec. 114-675. - Motor vehicle sales and rentals.

Motor vehicle sales and rentals are permitted as special exceptions, provided:

- (1) The number of motor vehicles displayed for rental purposes located on the premises

shall be limited to two, unless more are approved by the city; however, for each additional vehicle after the initial two, there shall be a minimum of 440 square feet of space reserved for the vehicle, excluding driveways, existing required parking and loading space reserved for the first two rental vehicles, or setbacks.

Staff Response: *The applicant is requesting approval for a maximum of 20 vehicles. Per code, 440 square feet must be available for each vehicle after the initial two. Therefore, a total of 7,920 square feet must be made available for 18 vehicles.*

The site has 533 parking spaces. There is approximately 116 thousand square feet of retail space on the property. Code requires 1 parking space for each 250 square feet of retail space. Therefore, 464 spaces are required for the existing retail uses. The remaining 69 spaces are extra available spaces. As each parking space is 180 square feet in size, there are 12,420 total square feet or 690 square feet of space available for each of the 18 rental vehicles.

- (2) No rental motor vehicle shall be parked or stored nearer to the property line than the following:
- a. Front lot line: 30 feet.
 - b. Rear lot line: 20 feet.
 - c. Side lot line: 15 feet.

Staff Response: *All vehicles will be parked in an area that meets the required setbacks.*

- (3) On-premises repair of rental motor vehicles shall be limited to the servicing of the motor vehicles, provided such servicing shall be performed in an enclosure. Major repairs, painting and body and fender work on the rental motor vehicles shall be conducted at another location.

Staff Response: *No repairs will be permitted on the site. Servicing of vehicles is limited to routine cleaning.*

- (4) Signs advertising the rental of motor vehicles shall be subject to the provisions of chapter 110, and in addition, shall be subordinate to the advertising of the primary activity.

Staff Response: *Proposed signage shall be approved in accordance with Chapter 110 and Sec. 114-675 (4) of the Land Development Regulations.*

RECOMMENDATION:

Staff recommends approval of the Special Exception as requested for a car rental facility at 1541 and 1567 North Nova Road, with the condition that all requirements in Section 114-675 of the Land Development Regulations be fully met.

- Application (PDF)
- Aerials (PDF)
- Pictures (PDF)
- Hertz Location & Parking (PDF)
- Holly Hill Plaza Title Survey (PDF)

SE# _____



CITY OF HOLLY HILL
COMMUNITY DEVELOPMENT DEPARTMENT
 1065 RIDGEWOOD AVENUE
 HOLLY HILL, FLORIDA, 32117-2807
 TELEPHONE: (386) 248-9442
PERMITDESK@HOLLYHILLFL.ORG

SPECIAL EXCEPTION

**APPLICATION WILL NOT BE ACCEPTED UNLESS ALL REQUIRED DOCUMENTS ARE SUBMITTED
 AND A PRE-APPLICATION HAS BEEN REVIEWED**

PROPERTY

PARCEL ID #:	424240300010 / 424240300012		
ADDRESS:	1523 - 1595 North Nova Rd. Holly Hill, FL 32117		
TOTAL ACREAGE:	CURRENT USE OF PROPERTY:		
WATER PROVIDER:	SEWER PROVIDER:		
ZONING:	FUTURE LAND USE:		
IS THE PROPERTY AVAILABLE FOR INSPECTION WITHOUT AN APPOINTMENT? ☐ YES ☐ NO			

OWNER

NAME:	COMPANY: J-8 Land Partners, LLLP		
ADDRESS:	300 N. Nova Rd.		
CITY:	Ormond Beach	STATE:	FL ZIP: 32174
PHONE:	(386) 673-3100	EMAIL:	sam@thejaffecorp.com

APPLICANT/CONSULTANT

NAME:	COMPANY: Same		
ADDRESS:			
CITY:		STATE:	ZIP:
PHONE:		EMAIL:	

Kim Friedman
 386-341-3481 cell
 Director of Property Management

SE# _____

What are you requesting?

Motor Vehicle Rental

The following items must be completed in sufficient detail to allow the City to determine if the application complies with the City Code Chapter 114 and Section 82-346.

1. Is it inconsistent with the purpose or intent of this subpart? ☐ YES ☒ NO Explain.

2. Is it inconsistent with any element of the comprehensive plan? ☐ YES ☒ NO Explain.

3. Will it adversely affect the public interest? ☐ YES ☒ NO Explain.

4. Does it meet the expressed requirements of the applicable special exception? ☒ YES ☐ NO Explain.

5. Is the applicant able to meet all requirements imposed by federal, state or local governments, or by the city commission? ☒ YES ☐ NO Explain.

Attachment: Application (2642 : Special Exception - Car Rental Facility)

SE#

6. Will it generate undue traffic congestion? ☐ YES ☒ NO Explain.

7. Will it create a hazard or a public nuisance, or be dangerous to individuals or to the public? ☐ YES ☒ NO Explain.

8. Will it materially alter the character of surrounding neighborhoods, or adversely affect the value of surrounding land, structures or buildings? ☐ YES ☒ NO Explain.

9. Will it adversely affect the natural environment, natural resources or scenic beauty, or cause excessive pollution? ☐ YES ☒ NO Explain.

Attachment: Application (2642 : Special Exception - Car Rental Facility)



Attachment: Aerials (2642 : Special Exception - Car Rental Facility)



AERIAL VIEW OF THE PROPERTY

Attachment: Pictures (2642 : Special Exception - Car Rental Facility)

VIEW OF PROPERTY LOOKING EAST FROM NOVA ROAD



VIEW OF PROPERTY LOOKING NORTH FROM 10TH STREET



VIEW SOUTH FROM LPGA



Attachment: Pictures (2642 : Special Exception - Car Rental Facility)

REAR VIEWS OF THE PROPERTY



Attachment: Pictures (2642 : Special Exception - Car Rental Facility)



X = Hertz New Location at Holly Hill Plaza

5 cars (maximum) parked in front @ far end of isle in front of storefront

15 cars (maximum) parked in rear of their space

7.4.d

X

**533 Total Parking Spaces
16 Acres**

N-Nova Rd

Packet Pg. 148

Attachment: Hertz Location & Parking (2642 : Special Exception - Car

SURVEY CERTIFICATION:

STEVEN T. KRUGER, A REGISTERED LAND SURVEYOR, LICENSE NUMBER 4722, IN AND FOR THE STATE OF FLORIDA AND LEGALLY DOING BUSINESS IN VOLUSIA COUNTY, DOES HEREBY CERTIFY TO THE BANCORP BANK (I-OR ITSELF AND ANY OTHER HOLDERS OF THE LOAN), FIDELITY NATIONAL TITLE INSURANCE COMPANY, AND THEIR RESPECTIVE SUCCESSORS AND PARTNERS, J-8 LAND PARTNERS, LLLP, GREENBERG TRAUIG, P.A. AND GREENBERG TRAUIG, LLP, THAT I HAVE MADE A CAREFUL SURVEY OF A TRACT OF LAND DESCRIBED HEREON AS FOLLOWS:

A portion of Lot 30, Hopkins Fitch Grant, as recorded in Deed Book C, Page 79, of the Public Records of Volusia County, Florida, also known as Lot 5, Block 4, Mason and Carswell's Subdivision as recorded in Map Book 2, Page 90, of the Public Records of Volusia County, Florida, described as follows:

From the Southeast corner of said Lot 5, Block 4; thence North 25 degrees 17'40" West, along the East line of said Lot 5, Block 4, a distance of 8.50 feet to the Northerly right-of-way line of 10th Street (Platted Delaware Street) as occupied and established; thence South 65 degrees 02'30" West, along said right-of-way line, 653.68 feet to the Point of Beginning; thence continue South 65 degrees 02'30" West, 641.01 feet; thence North 25 degrees 04'13" West, 50.00 feet; thence North 65 degrees 02'30" East, 175.00 feet; thence North 25 degrees 04'13" West, 205.00 feet; thence South 65 degrees 02'30" West, 175.00 feet; thence North 25 degrees 04'13" West, 345.00 feet; thence North 65 degrees 02'30" East, 175.00 feet; thence North 25 degrees 04'13" West, 335.33 feet; thence South 65 degrees 02'30" West, 175.00 feet; thence North 25 degrees 04'13" West, 50.00 feet; thence North 63 degrees 56'45" East, 175.00 feet; thence North 25 degrees 04'13" West, 205.00 feet; thence South 63 degrees 56'45" West, 175.00 feet; thence North 25 degrees 04'13" West, 80.00 feet to a point on the Southerly right-of-way line of 11th Street (Platted Washington Street); thence North 63 degrees 56'45" East, along said right-of-way line 641.10 feet; thence South 25 degrees 04'13" East, 1282.60 feet to the Point of Beginning.

LESS AND EXCEPT any part described in Warranty Deed recorded in Official Records Book 3210, Page 1762, and in that Order of Taking recorded in Official Records Book 3765, Page 3976, of the Public Records of Volusia County, Florida.

LESS AND EXCEPT that part described in Warranty Deed recorded in Official Records Book 6380, Page 2663, conveying a portion of the above described lands to the County of Volusia, a Political Subdivision of the State of Florida, recorded in the Public Records of Volusia County, Florida.

Also Described as follows:

LEGAL DESCRIPTION:

A portion of Lot 30, Hopkins Fitch Grant, as recorded in Deed Book C, Page 79, of the Public Records of Volusia County, Florida, also known as Lot 5, Block 4, Mason and Carswell's Subdivision as recorded in Map Book 2, Page 90, of the Public Records of Volusia County, Florida, described as follows:

From the Southeast corner of said Lot 5, Block 4; thence North 25 degrees 17'40" West, along the East line of said Lot 5, Block 4, a distance of 8.50 feet to the Northerly right-of-way line of 10th Street (Platted Delaware Street) as occupied and established; thence South 65 degrees 02'30" West, along said right-of-way line, 653.68 feet to the Point of Beginning; thence continue South 65 degrees 02'30" West, 606.01 feet; thence North 79 degrees 27'11" West, 43.05 feet; thence North 25 degrees 04'13" West, 25.00 feet; thence North 65 degrees 02'30" East, 175.00 feet; thence North 25 degrees 04'13" West, 205.00 feet; thence South 65 degrees 02'30" West, 175.00 feet; thence North 25 degrees 04'13" West, 345.00 feet; thence North 65 degrees 02'30" East, 175.00 feet; thence North 25 degrees 04'13" West, 335.33 feet; thence South 65 degrees 02'30" West, 175.00 feet; thence North 25 degrees 04'13" West, 50.00 feet; thence North 63 degrees 56'45" East, 175.00 feet; thence North 25 degrees 04'13" West, 205.00 feet; thence South 63 degrees 56'45" West, 175.00 feet; thence North 25 degrees 04'13" West, 80.00 feet to a point on the Southerly right-of-way line of 11th Street (Platted Washington Street); thence North 63 degrees 56'45" East, along said right-of-way line, 628.07 feet; thence South 25 degrees 04'13" East, 1282.60 feet to the Point of Beginning.

The foregoing legal description describes the same property as shown in the vesting Deed, recorded at Official Records Book 3717, Page 2811, of the Public Records of Volusia County, Florida.

LESS AND EXCEPT that part described in Warranty Deed recorded in Official Records Book 6380, Page 2663, conveying a portion of the above described lands to the County of Volusia, a Political Subdivision of the State of Florida, recorded in the Public Records of Volusia County, Florida.

AND TOGETHER WITH the non-exclusive easements appurtenant to the aforesaid real property for the purpose of Ingress, egress, parking and utility purposes, all as set forth in (a) that certain Declaration of Restrictions and Grant of Easements executed by Holly Hill Associates dated March 6, 1984 and recorded on April 11, 1984 in Official Records Book 2553, Page 313, of the Public Records of Volusia County, Florida, as corrected by that certain Corrective Declaration of Restrictions and Grant of Easements executed by Holly Hill Associates and Winn-Dixie Stores, Inc., dated October 16, 1984 and recorded on December 4, 1984 in Official Records Book 2631, Page 454 of the Public Records of Volusia County, Florida, as amended by that certain Partial Release of Declaration of Restrictions and Grant of Easements executed by Holly Hill Associates, Winn-Dixie Stores, Inc. and The Chase Manhattan Bank, N.A., dated March 18, 1988 and recorded on October 21, 1988 in Official Records Book 3210, Page 1773, and Assumption of Declaration Obligations recorded in Official Records Book 5004, Page 1068, of the Public Records of Volusia County, Florida, together the ("First Winn-Dixie Declaration") and (b) that certain Declaration of Restrictions and Grant of Easements executed by Holly Hill Associates dated October 16, 1987 and recorded on May 5, 1988 in Official Records Book 3134, Page 516 of the Public Records of Volusia County, Florida (the "Second Winn-Dixie Declaration, and First Winn-Dixie Declaration and Second Winn-Dixie Declaration") being together amended by that certain Amended and Restated Declaration of Restrictions and Grant of Easements executed by Holly Hill Associates and Winn-Dixie Stores, Inc., dated September 25, 1989 and recorded on September 27, 1989 in Official Records Book 3365, Page 1236, of the Public Records of Volusia County, Florida.

AND TOGETHER WITH the Public Drainage Easement appurtenant to the aforesaid real property as set forth in that certain Easement executed by Holly Hill Associates to and in favor of Volusia County, Florida, dated May 11, 1984 and recorded on September 28, 1984 in Official Records Book 2611, Page 906, of the Public Records of Volusia County, Florida over and across the property located Easterly of and adjacent to the aforesaid real property, as more particularly described therein.

AND TOGETHER WITH the non-exclusive easements appurtenant to the aforesaid real property for the purposes of drainage and access, all as set forth in that certain Easement Agreement executed by Holly Hill Associates and MML Development Corp., dated November 15, 1988 and recorded on November 17, 1988 in Official Records Book 3223, Page 1300 of the Public Records of Volusia County, Florida over and across the real property more particularly described therein.

AND TOGETHER WITH the non-exclusive easement appurtenant to the aforesaid real property for the purpose of access as set forth in that certain Easement Agreement executed by Holly Hill Associates and Discount Auto Parts, Inc., dated July 31, 1989 and recorded on August 4, 1989 in Official Records Book 3341, Page 1992, of the Public Records of Volusia County, Florida over and across the real property more particularly described therein.

(1) THE ACCOMPANYING SURVEY WAS MADE ON THE GROUND AND CORRECTLY SHOWS THE LOCATION OF ALL BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS SITUATED ON THE ABOVE PREMISES; THERE ARE NOT VISIBLE ENCROACHMENTS ON THE SUBJECT PROPERTY OR UPON ADJACENT LAND ABUTTING SAID PROPERTY EXCEPT AS SHOWN HEREON AND WAS MADE IN ACCORDANCE WITH LAWS AND/OR MINIMUM STANDARDS OF THE STATE OF FLORIDA;

(2) THE PROPERTY DESCRIBED HEREON IS THE SAME PROPERTY DESCRIBED IN FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT FILE NO. 4458795 WITH AN EFFECTIVE DATE OF JULY 10, 2013 AND THAT ALL EASEMENTS, COVENANTS, AND RESTRICTIONS REFERENCED IN SAID TITLE COMMITMENT OR APPARENT FROM A PHYSICAL INSPECTION OF THE SITE OR OTHERWISE KNOWN TO ME HAVE BEEN PLOTTED HEREON OR OTHERWISE NOTED AS TO THEIR EFFECT ON THE SUBJECT PROPERTY;

(3) SAID DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NO. 12127C0356G, WITH A DATE OF IDENTIFICATION OF APRIL 15, 2002 FOR COMMUNITY NO. 125112, CITY OF HOLLY HILL, IN VOLUSIA COUNTY, STATE OF FLORIDA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PREMISES IS SITUATED;

(4) THE SUBJECT PROPERTY HAS DIRECT ACCESS TO L.P.G.A. BOULEVARD(11TH STREET) AND NOVA ROAD (STATE ROAD 5A) AND 10TH STREET, A DULY DEDICATED AND ACCEPTED PUBLIC STREET OR HIGHWAY;

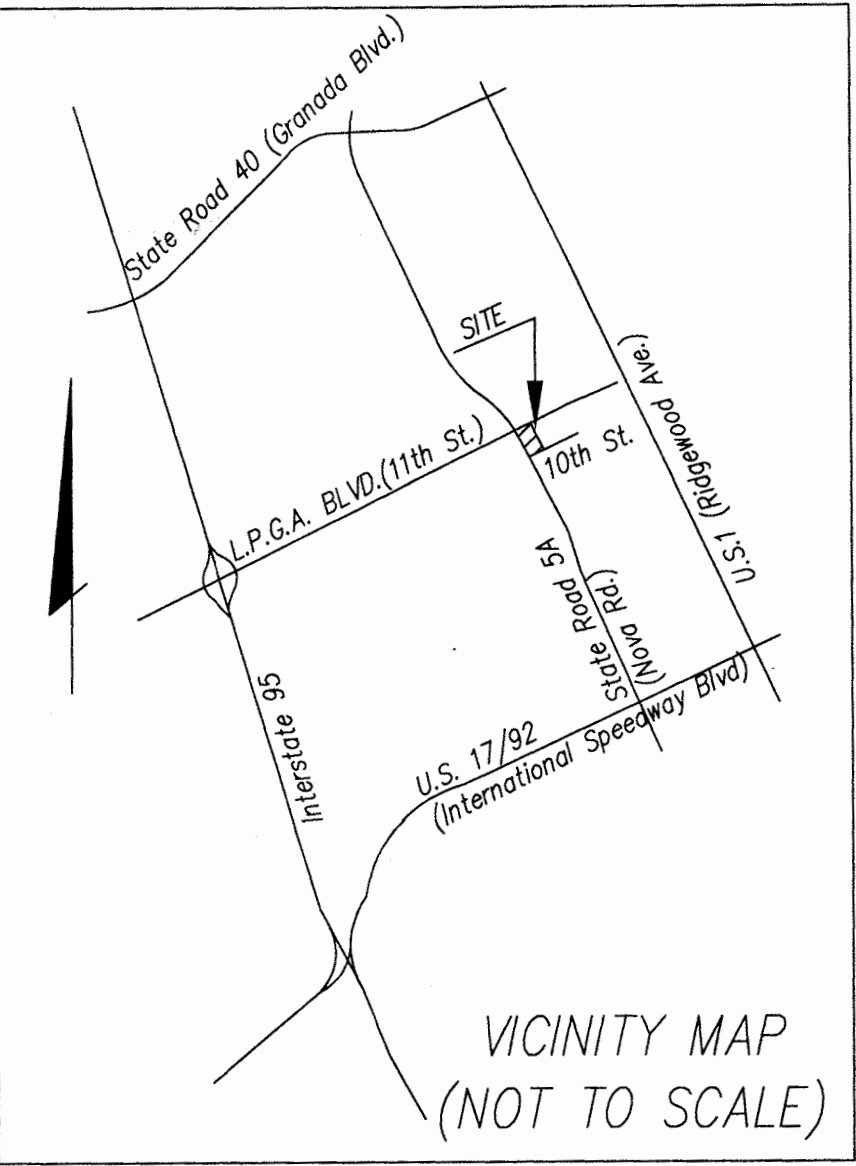
(5) THE TOTAL NUMBER OF STRIPED PARKING SPACES ON THE SUBJECT PROPERTY IS 505, INCLUDING 10 DESIGNATED HANDICAP SPACES.

THE PARTIES LISTED ABOVE ARE ENTITLED TO RELY ON THE SURVEY ANE CERTIFICATE AS BEING ACCURATE.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH LAWS REGULATING SURVEYING IN THE STATE OF FLORIDA, AND WITH THE MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS IN 2011 AND INCLUDES ITEMS 1, 2, 3, 4, 6, 7(A), 7(B)(1), 7(C), 8, 9, 10, 11(A), AND 16 IN TABLE A CONTAINED THEREIN. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS, AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT IN MY PROFESSIONAL OPINION, AS A LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA, THE RELATIVE POSITIONAL ACCURACY OF THIS SURVEY DOES NOT EXCEED THAT WHICH IS SPECIFIED HEREIN.

C.O. VAN KLEECK, JR. REGISTRATION NO. 6149 [SEAL]
DATE OF SURVEY: JULY 22, 2013

ALTA/ACSM LAND TITLE
SURVEY
OF HOLLY HILL PLAZA
1523-1595 NOVA ROAD
HOLLY HILL, FLORIDA 32117



SURVEYORS NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE BASED ON LEGAL DESCRIPTION WITH THE BEARING ON THE SOUTHERLY RIGHT OF WAY LINE OF L.P.G.A. BOULEVARD (11TH STREET) BEING N63°56'45"E.
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. ELEVATIONS REFER TO N.G.V.D. OF 1929, PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION MONUMENT 79-78-A36 HAVING A PUBLISHED ELEVATION OF 17.10 FEET.
6. THIS PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP (F.I.R.M.) ZONE "X". THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. MAP NO. 12127C0356 G. MAP EFFECTIVE DATE: APRIL 15, 2002. APPROXIMATE SCALE: 1"=500'.
7. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
8. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.
9. GROSS LAND AREA = 686,733 SQUARE FEET OR 15.77 ACRES, MORE OR LESS.
10. REVISED PER ATTORNEY COMMENTS, SEPT. 9, 2013. NO ADDITIONAL FIELD WORK DONE THIS DATE. (STK)

NOTES REGARDING
TITLE COMMITMENT
SCHEDULE B SECTION II ITEMS

- ITEM 6. BLANKET IN NATURE (NOT DEPICTED)
- ITEM 7. SHOWN ON SURVEY
- ITEM 8. BLANKET IN NATURE (NOT DEPICTED)
- ITEM 9. SHOWN ON SURVEY
- ITEM 10. BLANKET IN NATURE (NOT DEPICTED)
- ITEM 11. BLANKET IN NATURE (NOT DEPICTED)
- ITEM 12. NOT A SURVEY MATTER
- ITEM 13. NOT A SURVEY MATTER
- ITEM 14. NOT A SURVEY MATTER

ZONING DATA:

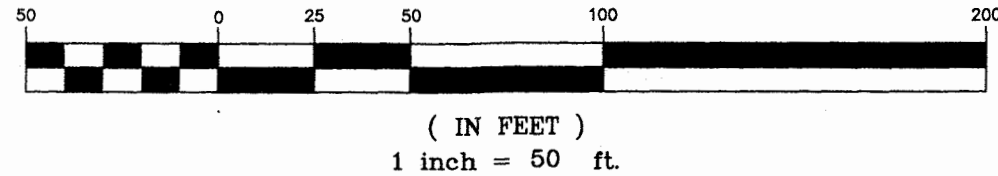
ZONE B2 BUSINESS DISTRICT

REQUIRED BUILDING SETBACKS:

FRONT 50'
SIDES 30'
REAR 30'
MAXIMUM BUILDING HEIGHT 35'

SURVEY PREPARED IN ACCORDANCE WITH
FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT ORDER NO. 4458795
CUSTOMER REFERENCE: HOLLY STATION INC. S/T J-8 LAND PARTNERS LLLP
DATED JULY 10, 2013

 C.O. VAN KLEECK, JR. REGISTRATION NO. 6149 [SEAL] DATE OF SURVEY: JULY 22, 2013				LEGEND ● IRON ROD WITH CAP ○ IRON ROD ● IRON PIPE WITH CAP ○ IRON PIPE - FD "X" CUT IN CONCRETE □ CONCRETE MONUMENT ■ PERMANENT REFERENCE MONUMENT ▲ PERMANENT CONTROL POINT 6FW FORCE MAIN VALVE 6WV WATER VALVE 6WV WATER METER - XX FIRE HYDRANT 10TB TELEPHONE BOX 12TB TRAFFIC SIGNAL BOX 12EB ELECTRIC BOX 12TV CABLE TELEVISION BOX 12MB MAIL BOX 12LP LIGHT POLE 12CP UTILITY POLE 12GA QUAY ANCHOR 12CO CLEAN OUT 12SI SIGN 12TR TREE 12EX EXISTING ELEVATION 12PH TELEPHONE MANHOLE 12SM SANITARY MANHOLE 12ST STORM MANHOLE				SLIGER & ASSOCIATES, INC. PROFESSIONAL LAND SURVEYORS 3921 NOVA ROAD PORT ORANGE, FL 32127 (386) 761-5385 LICENSED BUSINESS CERTIFICATION NUMBER 3019 www.sligerassociates.com Copyright © 2013 Sliger & Associates, Inc.				HOLLY HILL PLAZA 1523-1595 NOVA ROAD HOLLY HILL, FLORIDA, 32117				FOR: THE JAFFE CORPORATION				JOB NO. 13-0674			
PLAT PREPARED FOR THE FOLLOWING: (ONLY THE LAST DATE IS CERTIFIED ON SEALED COPY)				THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.				TYPE OF SURVEY BOUNDARY				CERTIFIED TO J-8 LAND PARTNERS, LLLP				SURVEY DATE 07-22-2013				JOB NUMBER 13-0674			
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3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 761-5385
LICENSED BUSINESS CERTIFICATION NUMBER 3019
www.sligerassociates.com

SEE CERTIFICATION ON SHEET 1
J.E. ZAPERT, P.L.S. NO. 4046
STEVEN T. KRUGER, P.L.S. NO. 4722
C.O. VAN KLEECK JR., P.S.M. NO. 6148
MICHAEL S. MURPHY, P.S.M. NO. 6208

FOR: THE JAFFE CORPORATION

SCALE: 1"=50'		FIELD BOOK:		PAGE(S):		SHEET 2 OF 2	
TYPE OF SURVEY		SURVEY DATE		JOB NUMBER		PARTY CHIEF	
						DRAWN BY	
						CHECKED BY	
SPECIFIC PURPOSE :	—	—	—	—	—	—	—
BOUNDARY SURVEY :	07-22-2013	—	13-0674	BB	—	JR	STK
TOPOGRAPHIC SURVEY :	—	—	—	—	—	—	—
FOUNDATION LOCATION :	—	—	—	—	—	—	—
FINAL IMPROVEMENTS :	—	—	—	—	—	—	—
RECEIPT/NOTATION :	—	—	—	—	—	—	—

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TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
BOUNDARY	J-B LAND PARTNERS,LLLP	07-22-2013	13-0674
	FIDELITY NATIONAL LIFE INSURANCE COMPANY		
	THE BANCORP BANK, ITS SUCCESSORS AND/OR ASSIGNS		
	GREENBERG TRAURIG, P.A.		
	GREENBERG TRAURIG, LLP		
	NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS		