CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA ● OCTOBER 24, 2023

City Commission Chamber	Regular City Commission Meeting	6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

HOLLY HILL
FLORIDA

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

CITY COMMISSION MEMBERS

Mayor
Chris Via

District 1 - Commissioner
John Penny

District 2 - Commissioner
Penny Currie

District 3 - Commissioner
John C. Danio

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

a. Roll Call
b. Invocation by Mayor Chris Via
c. Pledge of Allegiance

2. PUBLIC COMMENTS

3. APPROVAL OF MINUTES

1. Minutes - September 26, 2023 Workshop and October 10, 2023 Regular City Commission Meeting

   (Requested by Valerie Manning, City Clerk)

4. CONSENT AGENDA - ITEMS (1 - 3)

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 –2023-R-62 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Price Agreements for the Purchase of the Fiscal Year 2023-2024 Supply of Water and Wastewater Treatment Chemicals for the Public Works Department and Authorize the City Manager to Execute Any Necessary Price Agreements; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

2. Resolution –2023-R-63 A Resolution of the City of Holly Hill, Florida, Approving the Piggyback of Charlotte County Contract # 2021000541, Awarding the Purchase of (3) 2023 Police Interceptor Vehicles from Bartow Ford at a Cost of $166,371.29 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

3. Single Source Contract with Axon Enterprises, Inc. Taser Bundle FY 23-24

   (Requested by Jeff Miller, Police)

5. REGULAR AGENDA - NONE

6. 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 –2023-O-3065 FIRST READING - an Ordinance of the City of Holly Hill, Florida, Amending the Comprehensive Plan by Amending the Future Land Use Map Designation of Certain Property Identified as 1872 N Nova Road and 1888 N Nova Road Having Parcel Numbers 4242-31-01-0290 and 4242-31-01-0291, by Virtue of a Small Scale Future Land Use Map Amendment; Changing the Future Land Use Map Designation from Mxz (Mixed Use Zone) to General Commercial; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date. And FIRST READING - ORDINANCE 3066 - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Amending the Official Zoning Map to Designate the Property Described in Exhibit a from B-5 (Heavy Commercial) Volusia County, to Cc-1 (Commercial Cooridor District) Holly Hill; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

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

7. COMMUNICATIONS

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

8. ADJOURNMENT

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

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

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

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

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

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **October 24, 2023**
FROM: **Valerie Manning**
SUBJECT: **Minutes - September 26, 2023 Workshop and October 10, 2023 Regular City Commission Meeting**
NUMBER: **(ID # 4295)**
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the September 26, 2023 workshop and the October 10, 2023 regular City Commission meeting.

MOTION:

Approve both sets of minutes as submitted by staff.

- Minutes - September 26, 2023 - Workshop (PDF)
- Minutes - October 11, 2023 - Regular City Commission meeting (PDF)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES ● SEPTEMBER 26, 2023

City Commission Chamber | **Work Session** | **4:00 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

2. 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	

3. FOUNTAINHEAD DISCUSSION

1.

Fountainhead Discussion of Parcels 3 & 4

(Requested by Valerie Manning, City Clerk)
Mr. Forte stated you all are pretty much familiar with the Incentive Agreement with the Fountainhead project. They lost the option to purchase Parcel 3. Parcel 4 was an option for the affordable housing project that Ken Bowron was interested in doing. We had a five-year agreement with him and that also expired. So, in essence, Fountainhead Developers lost the options to buy Parcels 3 and 4 under the Incentive Agreement. So, because of this Live Local Act that's come down now and there's millions of dollars coming into the County for affordable housing projects, it's opened the door up again so Ken Bowron contacted me and asked if we would be interested in allowing him to put forward a project on Parcel 4. So, we said sure. The city's position should still be the same if we were agreeing to an affordable housing project before and new funding sources come up, we haven't committed to anything, we don't have a longstanding agreement but at some point he's going to want to go under contract for it. In doing all this, Mr. Walker and I had actually met with Jayson back in April and he had thoughts of a company called a Pace Company, which is kind of like the senior living, medical, benefits and all kinds of therapy, dealing with this company and they were interested in building on Parcel 1. We entertained that proposal and we had some recommendations for where the building was because it encroached into the Parcel 5, which is the circle by the rural water pump that's in there, the well. Everything was kind of the urgency again. So, they were working on that then the Live Local Act item came up then we met with

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them again and they were talking more along the lines of moving the Pace operation into the Fountainhead Headquarters, which in and of itself, maybe a problem because the Fountainhead Headquarters is supposed to be the Headquarters and not something else moved in there. So, we didn't get too far on that then a couple of months go by again and I have a conversation with John Ferguson and Mark Watts and basically talking about this same thing and whether or not the options are really expired or is there an opportunity to for them to move forward. So, I threw out an idea and I said what if we just sold Jayson Parcels 3 and 4 outside of the Incentive Agreement. Meaning, it's for him to do whatever he wants. If he wants to flip it to Ken Bowron, he can do that. If he wanted to sell it and pocket the money, he can do that. The benefit to him would he would own Parcels 3 and 4, which is what his desire was, and he could do with it what he wishes. The downside to him is it wouldn't be part of the Incentive Agreement. He wouldn't get any incentive monies back. He wouldn't get any impact fee credits. The benefit to the city is that if we sold it for, I will just use a round number of $500,000, the city would get that money and because it's outside of the Incentive Agreement, the city could use that money anywhere, anyway you wished within the CRA area. There's a little bit of give and take on that. Those are kind of the two options. And the reason that I offered that up was that the CRA term is going to end July 1, 2026. We get our revenues, the last bit of our revenues are going to come in the tax year November 2025 but they will still be able to get whatever incentives they can earn up until that July 1, 2026 time frame. When you think about the timing of how things have happened in the past and what that will predict what the future will be, I can't see Jayson hiring very many people to earn $300,000 in employee incentives over the next two years. He's not even at the level of employees that he initially started with. He's only at about 90 employees right now. I don't see that happening. In terms of a development, in order for him to capture the other monies, they would have to have qualifying capital expenses in order to get that other money back and by the time, at least when Ken Bowron went through the process, it's going to be at least a year or more, by the time it goes through the County's approval process for the Live Local Act, by the time he gets his plans reviewed, by the time he starts construction, so I didn't see that happening either. So, I said to the attorneys its very unlikely that under the current scenario, that he's going to get much of the money anyway, so, here's another idea, buy it now and if you sell it it's your money to do with it what you want. I thought it wasn't a bad idea. Those are the two options. The third option, now to the city, under the first option where he gets all the incentives, if he gets those incentives, which is not likely, then the city wouldn't get any money back. It stays in our accounts until that July 1, 2026 date and if he doesn't use it, well now we have unspent CRA funds that providing we can extend the CRA time frame, we will be able to then reallocate those funds to other projects. If for some reason we don't, which I'm hopeful we will, is we would have to forfeit that money back to the tax authorities. That's the first scenario. You know the second scenario. The third scenario is we do nothing. We wait it out and we say we're not going to sell it to Ken Bowron, we're not going to sell it to Jayson. We're going to wait the 2.5 years and then we're going to sell it for fair market value after the time frame has expired outside of PUD, outside of the agreement, outside of everything. And, who knows what that market value would bring in 2.5 years from now. Those are kind of the options. Jayson was interested in the second option of him having the ability to just buy that property outright, pay the city and he does with it what

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he wants. I don't think either option, one or two is necessarily bad for Jayson or for the city, they're just options. They're just options. I figured I would throw it out there and see where you are at. Ken Bowron does contact me periodically just to see if we're ready to put him under contract for it and I told him to wait until after this meeting and I would have a better idea of where we're going to be.

Mayor Via stated, a couple of questions. If we, I know that their options have expired to purchase Parcel 3 and then that kind of translates over to Parcel 4, so if we were to entertain what I believe his attorneys were asking for at first, several month ago from us, meaning that we would still honor that agreement to move forward with what was in place, at what time frame does…so, from the money that's generated when we sell Parcel 4 he is able to get $300,000 of that for jobs created and then up to $700,000…

Mr. Forte stated well, anything over that.

Mayor Via stated anything over that for construction, right. For whatever it sells.

Mr. Forte stated for qualified construction.

Mayor Via stated for qualified construction expenses. So, the question is how long would he have to be able to utilize that pot of money? Meaning, we have to hold that in an account for him…

Mr. Forte stated until July 1, 2026.

Mayor Via stated until July 2026.

Attorney Simpson stated but understand, okay, if you're talking about Parcel 4, Parcel 4 was going to be sold at, say fair market value for workforce housing development, $60,000 of the first $60,000 per acre is set aside for the jobs reimbursement.

Mr. Forte stated which is roughly the $300,000.

Attorney Simpson stated, yes, the $300,000, which we already have money set aside that he hasn't accessed , which Joe says it's unlikely he's going to be able to touch that.

Mayor Via stated, right.

Attorney Simpson stated anything over that…is it five acres total?

Mr. Forte stated it's a total of 8, between Parcels 3 and 4.

Attorney Simpson stated but if you just say Parcel 4 is about 5 acres, okay because wasn't the contract around $1.5 million?

Mr. Forte stated, yes.

Attorney Simpson stated so, say there will then be about $1.2 million, ballpark, of excess funds that can be used to reimburse, not for future construction. He can use it right away to reimburse them for the work he did on Parcel 2. The very first thing he did. He would immediately…so, if we sold Parcel 4, honoring our agreements, you know, really modifying our agreements to be honest with you, but allowing him to go forward as if all of the options were exercised properly then he would get $1.2 million right away and that's really his main source of revenue. It may not have been when he first started this project but realistically now, that the jobs have reduced so future job money is limited and the growth has been so slow there that it took forever to get a CO (Certificate of Occupancy) on the very first phase, so just then taxes started coming in and him getting backed taxes he paid really isn't beneficial. It's reimbursing him for money he had already spent. He needed to bring a third-party in to pay the taxes and you don't get reimbursed, their tax money so it wouldn't be him out of pocket. His real benefit is Parcel 4. If Parcel 4 sold he could immediately get about $1.2 or $3 million, ballpark, to offset all of the construction costs he's already incurred to date and I'm sure he's spent that

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much money so, he would immediately get that $1.2 or $1.3 million. When Joe mentioned to me contracting with Ken Bowman, I told him I wouldn't do that and the reason is I said I'm okay with us doing a deal with Jayson, either redoing the redevelopment agreement or coming out, taking that property out just like Joe talked about and selling it to him separate and apart, redoing everything. My concern with selling Parcel 4 is the provision in here, in our Development Agreement, dealing specifically with Parcel 4 says, "Neither the net sale proceeds nor the $60,000 per acre for new employee incentives shall be paid to the developer unless the developer or a third party during the term of this agreement has acquired Parcels 1, 2, and 3." What I'm concerned about is right now we have expired options, we own the land. I don't see anybody, any judge, saying forcing us to enter into a contract to sell land. That's a hard stretch for me to accept. But if we go forward and we sell Parcel 4 and we think we're going to say, "well, you haven't bought Parcel 3 Jayson, therefore, you're not entitled to this money. We're going to keep it", we will probably get sued.

Mr. Forte stated keep in mind that if Parcel 4 gets sold to Ken Bowron for an affordable housing project, there's really no reason for us to hold on to Parcel 3. It's of little value to us so, if Parcel 4 goes through then I wouldn't see any hesitation in selling Parcel 3 to Fountainhead Developers.

Attorney Simpson stated and once you do that, if it's during the term of the Agreement, which is July 2026, per that provision, now, what's called the net sale proceeds, which is really excess over the $60,000 per acre and the closing costs and the $60,000 per acre become available to Jayson. That excess will be used up immediately, the $60,000 per acre will go into the account we already have that's holding money that hasn't been utilized and may not be utilized but we will have to wait until July 2026 to know that for sure. If we were to sell it and even if we didn't sell Parcel 3, now you're not asking a judge to force us to sell property, we're not under contract to sell, he would be suing for a part of that money saying, "hey, that money was mine and because of the city's conduct they interfered with me being able to exercise to finish on time or COVID caused it for us to not be able to finish on time", and really it's inappropriate to hold…say I violated this under these facts because really they shouldn't hold me to the requirement to buy Parcel 3 because either the city and/or external factors caused me to not be able to buy Parcel 3."

And then you have the opportunity to settle a lawsuit and you're dealing with $1.2 -$1.3 million dollars and so, that may be the mindset that if you get into that dispute, they say, "hey, we'll be able to get some money from the city as a form of a settlement." That's why I would say don't go forward with this agreement and sell Parcel 4. If you want to sell Parcel 4 that's fine but we need to change this agreement. Now, we can sell it all to Jayson or we modify the agreement and sell Parcel 4, make it clear what the incentives are going to be but don't sell Parcel 4 while this agreement is in effect. As I told Joe several times, if they're not willing to modify this agreement, we sit there and hold the property until August 2026, now everything is expired. That agreement is expired.

Mr. Forte stated I will say that, and I don't know if it's still valid, Jayson said he would use the proceeds from Parcel 4 towards new construction. So, he did say that. Now, there's nothing in writing, that was just in a conversation.

Attorney Simpson stated that would be an amendment to the…

Mr. Forte stated so we would have to amend it to say, "if we did sell Parcel 4 that the first $60,000 would be held for jobs, the balance would be held to be put into reimbursement

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for any new construction that they had." There's nothing negative for either party on either process. It's an option of that, per say, would you like to stick with this or do you want to go with this other option of buying the properties outright outside the Incentive Agreement. So, they're not…it's just putting forth options.

Mayor Via stated, right and that's where I was going with that line of questioning is to make sure that was said in the meetings for new construction as opposed to the $1.2 million that's already been done.

Mr. Forte stated, right.

Mayor Via stated and the point to that too, an additional question is did we find out though, we get paid for the 2026…

Mr. Forte stated in November 2025.

Mayor Via stated in November 2025.

Mr. Forte stated that's the last revenues that we'll get but they can still earn incentives through July 1, 2026.

Attorney Simpson stated and that's also based on the tax ability as of January 1, 2025.

Mr. Forte stated, right.

Mayor Via stated but the question is, do we have until the end of the year, let's say October 2026 to then encumber the rest of the money that's in the CRA or by November 2025 if we have to have everything encumbered, otherwise it will go back to the other taxing authorities?

Mr. Forte stated it's going to depend if we are successful in getting a time extension on the CRA. We will know that in advance of that time frame.

Mayor Via stated so, only if that gets extended.

Mr. Forte stated if the CRA time frame gets extended then the monies that are in the CRA fund, that TIF money, will remain there for whatever use that benefits the CRA.

Mayor Via stated so, if it's not approved…the CRA…

Mr. Forte stated if it's not approved, if we don't have those monies encumbered, allocated for projects then it goes back to the taxing authority.

Mayor Via stated, okay.

Commissioner Penny stated wouldn't it be prudent to make an educated guess what that money might be and select a project in the next two years? You don't have to move forward with the project but you could create the project, approve the project and encumber the money and then spend it later.

Mayor Via asked or is it already encumbered?

Mr. Forte stated he's not quite sure if that would be considered double encumbered because if it's set aside for example, for job reimbursements and they don't get the jobs to get the money reimbursed, can we have a backup encumbrance. I don't if…he would have to get an answer to that. I don't know.

Commissioner Penny stated and I'm kind of like you Joe, I'm okay with any of these options but the variable that we have is that…when was this agreement entered into?

Mr. Forte stated it was signed probably in 2017 but the conversations started in 2015.

Commissioner Penny stated so, seven, eight years.

Attorney Simpson stated it was January 2017 it was actually signed. I remember our negotiations…like two years.

Mr. Forte stated April 2015.

Attorney Simpson stated, yes. It was almost two years of negotiations.

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Commissioner Penny stated his only concern is that the world has changed in the last seven or eight years. Real Estate values have doubled and tripled in sometimes and if we're going to amend this, doing nothing is the easy thing. Do no harm. Let it die. I don't care. If they produce, they produce. If we're moving forward and we're going to renegotiate, I think it's in the taxpayer's best interest to renegotiate the $60,000 an acre. I know there was an appraisal done but I can't remember what that number was.

Mr. Forte stated the appraisal came back for that property, at in my opinion, an accessibly high in number.

Mayor Via stated let me stop you there Mr. Forte, so, I did some more digging on that and so, you're right Commissioner Penny and I'm completely there with you so, let's talk about that option of selling. There is a benefit as Mr. Forte said to the community because then we'll have unencumbered money for a great project.

Commissioner Penny stated if we get affordable housing, it's great.

Mayor Via stated, right but where my heartburn is, is we're up here to protect the taxpayers money, end of story. It doesn't matter about anything else. That's our number one duty and you're right, ten years ago $60,000 an acre was probably a good price for both sides but today it's not and that appraisal came back at $2,050,000 for 8.3 acres.

Commissioner Penny stated that's $250,000 an acre.

Mayor Via stated, right, $250,000. So, I feel it would be a dereliction of duty if we were to renegotiate this and to go into that $60,000. We have to honor the contract as we all agreed to many, many years ago and that's fine but if we're going outside this contract, we can't sell it for that price. That's my stance.

Commissioner Penny stated I agree with you and I view the CRA as a tool to make things happen that wouldn't happen in the private market. But I do feel it's irresponsible to renegotiate at $60,000 and if the appraiser says it's worth the $250,000, I think $125,000 is a win-win for both. The city gets something out of it and the developer gets it at half the market value. No matter what we do, if we're going to renegotiate this, I would be in favor of $125,000 an acre.

Mayor Via stated and he thinks it comes down to what will be there so, I think we all, as a community, agree that workforce housing is needed, especially in our area. This is the only property, later tonight we will vote on, on our Consent Agenda that now with State Law we have to designate all of our lands that are available for affordable housing and we'll do that tonight and as you see on there, this is the only property that we have. This is our one shot, if you will, at affordable housing. So, that's the project we would be looking at in addition to, I want to know what is planned at Synergy. I know that six months ago you and your staff met with him and his staff and there was…and actually, I was even told about it at the time that there would be Parcel 1, a large facility coming in and I don't know where that stands now. It's my understanding you haven't heard back from them, I'm guessing.

Mr. Forte stated not in regards to Parcel 1.

Mayor Via stated I want to know what's going on, what is being planned and then we can talk about what we're incentivizing and then at what price.

Commissioner Penny stated it's my understanding and I don't remember the numbers but the affordable housing contractor is willing to pay $250,000 an acre. If we sold it at $125,000 the developers are doubling their money instantly to go back to reinvesting to the property.

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Mr. Forte stated he wouldn't say that Parcel 1 should have an impact on Parcels 3 and 4.
Mayor Via asked, why not?
Mr. Forte stated because I think Parcels 3 and 4 stands alone and whatever happens on Parcel 1 is already done. It's already purchased. It's under his authority. He still has to come back and submit plans for that. We've seen some plans that needed some modification. There's no time frame in the agreement to complete Parcel 1. So, I don't know that I would reference anything to do with Parcel 1 for Parcels 3 and 4.
Mayor Via stated and I could probably agree with that but the reason why my thinking is there is because Parcel 2 had to be completed before Parcel 1 and this Commission was very generous by allowing them to do Parcel 1 and now it's still not done. And so, moving on from that after Parcel 1 and 2 was complete that would unlock Parcel 3, which then would unlock Parcel 4. I know that you are just as upset as I am. It is what it is. Things happen. This is the way that it came out but that's where my thinking is, is the question will become, what…from this point on and you're right, maybe we throw that away because what has been done, has been done and it's been, not litigated but back and forth. What I want to know from this point on what are we incentivizing? What is happening there? What can we count on as a Commission? And I think after nine years of us going back and forth, I know I heard this when I was on the Board of Planning and Appeals before I was even a Commissioner. So, I want to make sure that we're being very extremely, beyond careful with taxpayers money. I think this Commission feels the same.
Mr. Forte stated he wasn't looking to get into deep negotiations. I was just looking to say, here is your existing deal, this is what your existing option is; here's an alternative option. Not to negotiate it.
Commissioner Penny stated, right.
Mr. Forte stated choose door number one or door number two, whichever you feel is in your best interest, you can pick.
Commissioner Penny stated personally, I would be in favor of offering the 8 acres at $125,000 an acre and no more incentives. The city's done with it. And if he can get affordable housing there, that's great for everybody.
Commissioner Currie stated my feeling on it has been given many times before but we've been dealing with this for nine years. There was really nothing that we saw in those plans some eight or nine years ago that I see over there today, with the exception of the retention pond. It is what we thought it was going to be. I do not support a new incentive agreement.
Mr. Forte stated it wouldn't be a new incentive agreement.
Commissioner Currie stated okay because I have no desire to go into any incentive…I think the taxpayers deserve us, like the Mayor's pointing out, to be a little more, I will say responsible, this time.
Mr. Forte stated in fact, I would say it's almost the opposite of that. I would say the Incentive Agreement exist on the current plan. Another option of just selling it outright outside of the Incentive Agreement is a straight sale.
Commissioner Currie stated, okay.
Mr. Forte stated no incentive too…
Commissioner Currie stated it was my misunderstanding. I thought we were talking about a new sale, a new incentive agreement.

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Mr. Forte stated, no.
Commissioner Penny stated if we do the straight sale it's off of our books. We don't have to talk about it anymore.
Mr. Forte stated a straight sale, we keep the money and he gets to use it and he can flip it to affordable housing and make that profit himself.
Commissioner Currie stated, right.
Attorney Simpson stated I would say the only incentive would be the difference between what you sell it for and what is fair market value.
Commissioner Currie stated, okay.
Mr. Forte stated, correct.
Attorney Simpson stated that would be the incentive but we wouldn't be holding money waiting for him to do something or anything like that.
Commissioner Currie stated, okay. And I do not support selling this property for $60,000.
Mr. Forte stated I'm afraid that if we change the price per acre that opens the door to say well, if you're going to increase the price per acre then we should get something in exchange because it was locked in at $60,000.
Commission Penny stated then we stick to the current agreement.
Mr. Forte stated I'm fine with that if that's what you want to do.
Commissioner Currie stated unless we ride it out. I am not in support of any of that.
Mr. Forte stated Parcel 3 was $60,000 and Parcel 4 was a lot more.
Commissioner Currie stated then I'm in favor of sitting on it if that's what it's going to mean.
Attorney Simpson stated but you would, I think, at least two people I hear, maybe three, would be open to the idea of negotiating a price, at least closer to fair market value…
Commissioner Currie stated, yes.
Attorney Simpson stated to just sell it outright to them with us having, as a condition of sale, we could know what's going to go there. Because the value is going to depend on what the proposed use is. These high values you have is for this workforce housing. If that's the only condition, we're going to say, "hey, look you can only use it for this purpose and that's what we're willing to sell it for." He could probably give that type of valuation justification. If it's something for some other use then it may not support that type of value.
Mr. Forte asked what happens if for some reason the affordable housing project doesn't get funded?
Attorney Simpson stated then he paid more to us than he should have.
Commissioners Penny and Danio stated buyers' risk
Attorney Simpson stated that would be his risk.
Commissioner Penny stated I just don't want to spend weeks of staff's time negotiating. I would like to say, "listen, the Commission has met, they might be interested in you making an offer that's closer to market value", and see what they bring to us and say yes or no and move on.
Attorney Simpson stated actually, Joe and I's discussion has been that this city has spent enough money amending and redrafting and submitting proposals, you submit us something. Tell us what you want us to consider. Our position is your option agreements have expired, we've owned this land since I don't know when, holding it for another two years is not a big deal in my perspective. All of the options have expired. We can sit here

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and hold this and in two years we'll be able to decide what we want to do with the property.

Commissioner Currie stated I would be in favor of that.

Attorney Simpson stated so, that's one option but I think trying to take advantage, if this Commission wants affordable workforce housing, the State has put forth some great incentives. I think we want to, my suggestion would be that before we sell it, we have the zoning submitted to us because that new law, and I think we're going to talk about it later, they get a lot of density. There're three things in that new law that came out that we…that they trumped us on. Density, height, and use. That we don't have any say over anymore.

Mr. Forte stated that's true, we don't have any say but in conversations with Ken Bowron, he wasn't looking for any of those additional density. That's under Ken Bowron. Now, another developer may be something different.

Attorney Simpson stated, right or Ken Bowron says, "hey, I need more use." And, that will come back to you all. The way it's written, staff has to administratively approve it. Look at Marina Grande. What was that density? That's the highest residential density in the city. That can go over there by law. I don't think it's within a mile.

Mayor Via stated I will say and this is coming from the Legislative Session, it is supposed to come back up, it might button up the law.

Attorney Simpson stated they need to.

Mayor Via stated, big time and in other cities it's crushing them.

Commissioner Danio stated obviously, Synergy was not our finest moment. We can pretty much reflect on that. But I seem to think that there's a lot of times where we sat and tried to be reasonable and didn't seem to get through the Synergy…I don't know. I don't think they're going to do anything that's not 110% in their favor but it's almost like if we sell it a little more at fair market value it's kind of like the birds in the hands, we're two in the bush (?) order, right because we're getting it now instead of waiting it.

Mr. Forte stated that was my initial thought. That if we sold it outside the incentive agreement he can do with it what he wants and we would have $1.25 million dollars at the $60,000 price to do what we want.

Commissioner Danio stated, no, I don't think $60,000…I don't know about $125,000 but it's got to be worth $100,000 an acre for sure.

Mr. Forte stated I don't know.

Mayor Via stated I think it's worth more than that. I talked to…I'm in real estate and I talked to my commercial broker and he actually concurred and said, a well-respected appraisal company, this is a good appraisal; all the utilities are there, everything is ready to go and that appraisal was a good appraisal. Just throwing it out there because initially when I heard it I thought it was high as well and Mr. Forte and I had a conversation and I haven't had time to talk with him today about it but that's the word I got back.

Commissioner Danio stated I just don't want to end up like, what Joe's concerned about is spending more time with Attorney Simpson…

Mr. Forte stated I just want…pick door number one or door number two. That's all.

Commissioner Danio stated, yes. The safest is to wait it out but it doesn't do anything for us now.

Mr. Forte asked are you saying the safest way is to wait it out, don't sell it to Ken Bowron for the affordable housing?

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Commissioner Danio stated, no, I'm saying he's not going to get the jobs and all of that. We pretty much know that. The incentives are not…it's very unlikely.
Mr. Forte stated it's very unlikely he's going to be able to spend all of the jobs incentive money in the next two years.
Commissioner Danio stated, right.
Attorney Simpson stated my advice would be and maybe this answers Joe's question, he thinks what Joe is asking is, is your idea of waiting it out not selling it, either parcel, to anybody until this agreement expires in July 2026; that would be my recommendation.
Commissioner Danio stated that's waiting it out, correct?
Attorney Simpson stated so, if you want to sell to somebody between now and then, in my opinion, is we need to change this agreement to protect the city. Now, whether that's amending the agreement or just selling it, carving this land out of the Incentive Agreement, as Joe's proposing, I'm fine with that. And say, look, we're just going to do an arms/leg deal, you pay us cash, we're done and this is what we're willing to sell it for and whatever additional terms we want to put on there in terms of their use they're going to do, the proposed development, do we want to see that as a condition at closing. We can negotiate all those things in.
Mayor Via stated he has an additional question. I recall back in discussions from many, many years ago that they…would Synergy if after July 2026, if we sold it, because of the PUD, because of the way that it is, do they have the ability to block if we were to sell it. Would they still have that after July 2026?
Attorney Simpson stated it expires in July 2026.
Mayor Via stated okay, thank you.
Attorney Simpson stated everything expires in July 2026. Maybe the question is since this land is part of a PUD, after July 2026 if we go forward to amend the PUD, do we have to get other owners approval of amending the PUD?
Mayor Via stated, correct.
Attorney Simpson stated that's something that we would have to look into.
Mayor Via stated good question.
Commissioner Johnson stated I remember, I think it was around sometime in July 2012, he was the Mayor when this was brought up, if we're spending that kind of money on over 25 acres in the middle of the city with all of the infrastructure and all of the a million and a half dollars, I remember that very well. I think it was a pretty good investment but rather than to just say we protect the taxpayers money over everything else, you still have to be fair to the people, that's business people within the city and the residents in the city just as much…I mean, city staff has to protect all of the assets of the city. The way I look at it, the City Commission has to protect both sides. The residents, the businesses and the city's assets. But just like you say, I really wouldn't be in favor, whatsoever, of the city going on hold. A lot of people tried that back in 2008 and they lost a lot of money because you don't know…real estate right now is super high to the point it's almost scary high. The interest rate is going so high that it might scare people off from real estate is one thing. I invest in a lot of things and the way I look at it, like Commissioner Penny says, if it's worth $250,000 an acre and we sell it to him for $125,000 an acre, we're more than doubling the $60,000 an acre. We're giving to him half of what the actual value he can actually sell it for so it's kind of a fair situation all the way around. I think, really, that if…say I was Jayson Meyers and I was going to do it myself I would say it's a

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good deal to buy it outright and get everybody else's who is involved out of the picture. Just like in my own things, I like to have control over what I have so nobody else can tell me what to do. I don't want to get into some kind of community relationship with the city where you have to go back and forth back and forth. I'd rather just say, "okay, Jayson, here's $125,000 per acre, you can turn it around and sell it to this developer for $250,000 an acre if you want." It's a good deal for everybody. That's how I look at it.

Commissioner Penny stated I agree with you.

Commissioner Danio stated I thought that you had approached him with that?

Mr. Forte stated it was a meeting that I had with the two attorneys and they presented it to Jayson, he was in favor of it on the surface. He sent in a purchase and sale agreement but I said there were details that had to be worked out. I know that he is in favor of purchasing it now pending the details.

Commissioner Johnson stated he doesn't think he's getting it for $60,000 an acre.

Commissioner Danio stated he does.

Mr. Forte stated I think he does believe he's getting it for $60,000 an acre.

Commissioner Danio stated because it's been that way for ten years.

Mr. Forte stated because that's what was in the agreement and at one point…

Attorney Simpson stated and I think he's thinking he's going to get it back too, through incentives. He may be thinking he's going to buy it for the incentives.

Mr. Forte stated he might. I have not had a direct conversation with Jayson about it. I've only talked to the two attorneys who relate a message to him and then a third attorney sent me the contract.

Commissioner Danio asked and what is the past history shows that…

Mr. Forte stated the devil is in the details.

Commissioner Danio stated I know the devil is in the details but we're looking at the track record of what's…in the past, whatever.

Mr. Forte stated the least negotiation the better. If we just made it a flat offer. Take offer "A" or offer "B" and that's it.

Mayor Via stated well the good news is we have two people from Synergy Billing here and heard the discussion and can speak with Jayson and the higher echelon, I know you're a part of that. I think, at this point, if it's the will of the Commission, I agree that we shouldn't spend more staff time drafting up our own things but ask them to give us a proposal from what we've talked about here tonight and then you can bring that back to the Commission. I assume that we will probably have to have another workshop on this.

Mr. Forte stated it depends on what we do. Like I said, if we get into negotiations that's going to take a year. That's why I just want to make it a flat…this is what it is. Pick "A" or pick "B". So, if you're saying the offer is to sell it at $125,000 an acre outside…no incentives included, it's yours to do with it what you want, keep the property…

Commissioner Penny stated that's what I say.

Commissioner Johnson agreed. That's what I thought.

Commissioner Currie stated I can be in favor of that.

Commissioner Penny stated just offer them that and if they don't want it, leave it at what it is. No negotiations. That's it.

Commissioner Currie stated we'll hold on to it if he's not interested in that deal.

Mr. Forte stated one option is selling it at $125,000 an acre, outside of the incentive agreement, no incentives associated with Parcels 3 and 4 pending zoning approval. The

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other option is we do nothing for the rest of the 2.5 years that the agreement is in place. Is the option of selling, Attorney Simpson said don't consider selling directly to Ken Bowron, is that off the table?
Mayor Via stated I would say off the table. That takes too much risk for opening us up to a lawsuit.
Commissioner Danio stated that's what he thought. Right.
Mr. Forte asked what's that?
Commissioner Danio stated that's what I thought Attorney Simpson was saying about the lawsuit.
Commissioner Johnson stated that's not fair to Jayson.
Mr. Forte stated well, it's not selling it out from under him. That's always been part of the deal is that Ken Bowron would buy it and then he would be immediately entitled the monies over the $60,000 per acre; well now it's $120,000.
Commissioner Penny asked but Ken Bowron would buy it at what value?
Attorney Simpson stated whatever it would be because that is only if we sell to Jayson Parcel 3.
Mr. Forte stated right and there's no reason for us to keep Parcel 3.
Commissioner Penny stated but if Ken Bowron was going to offer to buy it from us at $125,000.
Mr. Forte stated he doesn't remember what the number was. Let's just round it to $1.5 million for Parcel 4 only.
Mayor Via stated, $1.5 million.
Mr. Forte stated Ken Bowron was only involved with Parcel 4.
Mayor Via stated I thought it was a million.
Commissioner Danio stated you're talking 5 acres.
Mr. Forte stated he doesn't remember what the number was. It may have been $1.2 million.
Commissioner Penny stated if we can net $125,000 an acre from Ken Bowron and we get an affordable housing project and then we sell the other property to Jayson and he builds on it, it's a great thing.
Attorney Simpson stated it's $1.6 million.
Mr. Forte stated you can't sell it to Ken Bowron for $125,000.
Attorney Simpson stated the original contract was for $1.6 million for those 4 acres.
Mr. Forte stated it's over 4 acres.
Attorney Simpson stated, 5 acres.
Commissioner Penny stated that's what he would pay.
Attorney Simpson stated that's what he would pay to the city. The original deal was we would sell it for workforce housing, we would take the money, we would pay the closing costs and then out of that money we would create two funds. The first $60,000 per acre would go into jobs reimbursement and the balance would go into an account to reimburse for Capital expenses that approve reimbursable Capital expenses under the Incentive Agreement. Because of the money that has already been spent, that money, he would be immediately entitled to that, had the performance under the agreement occurred or if we go back and say we're going to comply, we're going to follow the terms of the agreement regardless of the fact that the options have expired then he would immediately get $1.3 million.

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Commissioner Penny stated right but that's the deal we have now.
Attorney Simpson stated well, the deal we have now is that all of the options have expired.
Commissioner Penny stated right but at the end of the day if the community got an affordable housing community there, we are all in favor of that, if I'm not wrong, we all want that. If we get that project what do we care how much we profit out of it? The only reason why I wanted to negotiate a higher price is if we sell it outright and we walk away. If at the end of the day the difference between $125,000 an acre X 5 acres is $750,000 and we get an affordable housing project, the CRA did its job. I think what's happening is, we're…
Mr. Forte stated and we can. If Jayson's mindset is, if we sell it to Ken Bowron that he would be immediately entitled to that $1.2 million, whatever it is…
Commissioner Penny stated right, and use that to build new buildings.
Mr. Forte stated he would be entitled to receive it now because of past performance of what was completed and I would have to think he would want to reinvest it into the redevelopment of the property.
Commissioner Danio stated, right.
Commissioner Penny stated, right. Basically, what I'm saying is the agreement we agreed to, although its taking longer than we wanted, we would get what we wanted at the end of the day.
Mr. Forte stated eventually, yes.
Commissioner Penny stated so, I'm in favor of selling it to Ken Bowron under the current agreement. All we have to do is change the date that it expired. If that doesn't happen then we'll sell the whole thing to Jayson for $125,000 and walk away.
Mr. Forte asked what do you mean, change what date it expired?
Commissioner Penny stated you said the options expired.
Mr. Forte stated I wouldn't change any date on the options. I would just sell that to Ken Bowron. If the deal with Ken Bowron goes through. Now, if you remember, Ken has to wait until after the first quarter of 2024 for the County to just come up with the terms…
Commissioner Penny stated, right.
Mr. Forte stated then he will apply for it then he has to wait to be selected. It's probably not going to be awarded until closer to 2025. So, we're not going to sell Parcel 3 and Ken is not going to close on Parcel 4 until he is confirmed that it is awarded to him. We're still going to be sitting on it until that happens.
Commissioner Penny stated, right. Basically, we do nothing. If Ken gets the project, we're stuck under the old agreement. The only thing we're doing is offering Jayson one option. Stick to the current agreement, we're going to work with Ken Bowron, we want the affordable housing, if you just want to buy it and sell it to Ken Bowron for $10 million; it's $125,000 an acre. There's only one option. We're either going to enforce the option we have now or change it.
Mr. Forte stated Parcel 4 is sold at the $1.6 million, Parcel 3 is sold at $125,000 an acre.
Attorney Simpson stated under the $1.6 million the city gets nothing.
Commissioner Penny stated that's okay. We get the affordable housing project.
Mr. Forte stated the city gets the first $60,000 an acre and like I said, I don't foresee them getting that many jobs.
Commissioner Penny stated but that money is just going to sit there for three years and

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then we'll spend it on something else. At the end of the day if we get an affordable housing project, it's a win-win for everybody and if Jayson makes a couple of bucks on the side, who cares. We got the project.

Mayor Via stated my only thing is I'm not confident enough to sit here and say $125,000 here tonight. That's my only stand up.

Commissioner Penny stated well, why don't we tell Joe to ask him to make us an offer?

Mayor Via stated, right. I would feel better with that and really diving into the numbers and then…but my preference would actually be that other option and that is to go through with the incentive program as Commissioner Penny said and then we get that project, we sell to Ken Bowron but it would be for new construction as they originally talked about. No, that's what I'm saying is what I would like not…that's not a question.

Mr. Forte stated then you would have to open up the Incentive Agreement to say that and once you open it up, now you're opening up negotiations.

Mayor Via asked do we have to open the whole Incentive Agreement.

Mr. Forte stated no but you're opening the door to change one aspect of it, which is going to trigger something in return.

Mayor Via stated, no. We just say no.

Mr. Forte stated you don't have to.

Mayor Via stated I just think that at this point…

Mr. Forte stated and he doesn't even know if Jayson would oppose saying that he'll put that money back into the project.

Mayor Via stated, right. It's no if not. We can only bend so far before we break and that is what we've done and I'm not going to let the city break. Period.

Mr. Forte stated maybe we would use that money to build out Parcel 1.

Mayor Via stated, yes. Correct. That's why I brought it up earlier. That's where I'm at. I think, unless anyone else has anymore additions to that, do you have enough to move forward with Attorney Simpson.

Mr. Forte stated I think what I'm going to do is try to have a one-on-one meeting with Jayson.

Mayor Via stated, okay. Sounds good then that's where we're at with that.

4. MILLAGE RATE DISCUSSION - ADDED DURING THE BEGINNING OF THE WORKSHOP

Mayor Via mentioned that not on their agenda tonight is taxes and budget and suggested that they move that to this part of the workshop now with no objection and talk about the food truck discussion after this item. Since Finance is here now if there are any changes to the budget or the millage Mrs. Moore will have some time before the regular meeting to make any changes that have come up since the first hearing. Mr. Forte and Mrs. Moore, Finance Director briefly discussed the current budget and millage rate to the Mayor and Commissioners and learned after the last Commission meeting that they inadvertently had budgeted for an extra law enforcement vacant position that really didn't exist. Mrs. Moore will take some time to adjust the millage rate to 5.9 and have those numbers for the regular meeting tonight. There was some brief discussion about looking at the Mayor and City Commissioners salary perhaps during the time that the Charter is reviewed again, which will

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be coming up soon.

(A full copy of this workshop in its entirety is available upon request in the City Clerk's Office or online on the city's YouTube Channel)

5. FOOD TRUCK DISCUSSION

1.

Food Truck Discussion

(Requested by Joseph Forte, City Manager)
Commissioner Penny spoke briefly and gave an update on his request for the amount of days for the food trucks. Jeremy Craig from Copper Bottom was present and spoke on how having the food trucks there at his business have helped by people buying his product. There was ***consensus*** for 4 days and one of those days can be on a Saturday or Sunday with no time limit. Staff will bring back an ordinance making the amendment so that the Commission can vote on it.
(A full copy of this workshop in its entirety is available upon request in the City Clerk's Office or online on the city's YouTube Channel)
There was some brief discussion on electric vehicles riding on the sidewalks along Riverside Drive; and the issue of wind pool/windstorm for insurance purposes on businesses was mentioned.

6. ADJOURNMENT

The workshop adjourned at approximately 5:48 PM.

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CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • OCTOBER 10, 2023

City Commission Chamber **Regular City Commission Meeting** **6:00 PM**

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

a. Roll Call

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

b. Invocation by City Commissioner Roy Johnson
Senior Pastor Vic Pruett from Holly Hill Church of Christ led the invocation.

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

Police Chief Jeff Miller presented newly sworn officer Anthony Bernal with his pin and welcomed him to the City of Holly Hill Police Department.

2. PUBLIC COMMENTS

None.

3. APPROVAL OF MINUTES

1.

Minutes - September 11, 2023 Workshop, September 11, 2023 Regular City Commission and First Hearing on the Budget; and September 26, 2023 Regular City Commission and Second Hearing on the Budget

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

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

Enacted and approved this 10th day of October, 2023, in Holly Hill

4. CONSENT AGENDA - ITEMS (1 - 4)

Mayor Via asked if there was anyone in the audience that wished to speak on any item on the Consent Agenda or if any member of the Commission wished to discuss an item. There was no one.

1. -2023-R-59 Resolution

A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2023-2024 Annual Operating Budget, Appropriating FDEP Grant Award to the Fiscal Year 2023-2024 Budget; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.

(Requested by Michele Moore, Finance)

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

RESOLUTION
2023-R-59
A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2023-2024 ANNUAL OPERATING BUDGET, APPROPRIATING FDEP GRANT AWARD TO THE FISCAL YEAR 2023-2024 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2023-2024 ANNUAL OPERATING BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the city applied for a State appropriation grant for the Public Works department; and

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WHEREAS, the City of Holly Hill City Commission adopted Resolution 2023-R-52 approving the Annual Operating Budget for Fiscal Year 2023-2024;

WHEREAS, the City requires all expenditures to be fully budgeted and requires a budget amendment to identify the revenue source and encumber the expenditure; and

WHEREAS, the City of Holly Hill City Commission desires to set forth and appropriate certain revenues and expenses.

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

SECTION 1. BUDGET AMENDMENT. The grant award funds are hereby appropriated as set forth in Composite Exhibit "A" attached hereto, which reflects revenues and corresponding expenditures for the designated projects for fiscal year 2023-2024 budget.

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

SECTION 3. EFFECTIVE DATE. The Budget item adopted in the preceding section shall govern the expenditures relating to operations and projects for the City during the current fiscal year effective October 1, 2023through September 30, 2024 This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 10th day of OCTOBER, 2023.

Enacted and approved this 10th day of October, 2023, in Holly Hill

2. –2023-R-60 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, to Approve the Auction of Items Identified to be Surplused According to Purchasing Policy Section 13.2; Providing for Severability; Providing for an Effective Date.

(Requested by Michele Moore, Finance)

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

RESOLUTION
2023-R-60
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, TO APPROVE THE AUCTION OF ITEMS IDENTIFIED TO BE SURPLUSED ACCORDING TO PURCHASING POLICY SECTION 13.2; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

CITY OF HOLLY HILL, FLORIDA, TO APPROVE THE DISPOSAL OF ITEMS IDENTIFIED TO BE SURPLUSED ACCORDING TO PURCHASING POLICY SECTION 13.2; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Fire Department has identified one (1) item, a 2001 Fire Truck Pierce Saber Custom Pumper, that is no longer in use with an original cost of $204,204; and,

WHEREAS, that the fire truck to be donated has a value of les than $5,000.00 based on a review of sales of similar equipment.

WHEREAS, The City of Daytona Beach has the means and expertise to rehabilitate the engine and return it to a serviceable condition. This engine will still be available to the City of Holly Hill on an as needed basis; and,

WHEREAS, the City of Daytona Beach has the means and expertise to rehabilitate the engine and return it to a serviceable condition. This engine will still be available to the City of Holly Hill on an as needed basis. This assistance saves the city of Holly Hill thousands of dollars per year; and,

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

SECTION 1. That the City Commission does hereby declare the items identified as surplus and authorize the disposal of the surplus equipment via donation, to the City of Daytona Beach Fire Department.

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

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immediately upon adoption by the City Commission.

APPROVED AND AUTHENTICATED on this 10th day of OCTOBER, 2023.

Enacted and approved this 10th day of October, 2023, in Holly Hill

3.

Edward Byrne Memorial Justice Assistance Grant (JAG) Award Name: D-R7036: JAGD22 IN-CAR RADAR PROJECT City of Holly Hill

(Requested by Jeff Miller, Police)

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

Enacted and approved this 10th day of October, 2023, in Holly Hill

4.

UPS Temporary Holiday Package Storage Facility Agreement 2023

(Requested by Valerie Manning, City Clerk)

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

Enacted and approved this 10th day of October, 2023, in Holly Hill

5. REGULAR AGENDA

1. 2023-R-61 Resolution

A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Amending Three Fees Specific to Business Use of Food Truck, Body Worn Camera Video, and Hollyland Park-Ball Fields for the Fiscal Year 2023-2024; Providing for Severability; and Providing for an Effective Date.

(Requested by Michele Moore, Finance)

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Commissioner Penny mentioned that he is opposed to this. We never discussed raising…in all of our discussions the focus was on increasing the fee to the food trucks and then he believes he brought it to the Commission's attention that the State Law changed and we can't do that. The timing is just bad. It looks like a money grab that we couldn't get more money from the food trucks so now we're going to get more money from the food host. That's just how he feels. He thinks that's how the restaurants that host the food trucks will feel. In the words of Roland Via (former Mayor) this is a 66% tax increase and the argument is its only $50.00 and that's what I used to say Mayor Via all the time. But he would put the percentages in and if we were talking about any other fee increasing by 66%, he thinks they would all be opposed to it. So, he's opposed to it.

Commissioner Danio stated one thing that you mentioned about the restaurants paying it, the restaurants aren't going to pay it because the restaurants aren't going to have the food trucks. Just to clarify that.

Mayor Via stated he thinks Commissioner Penny meant businesses.

Commissioner Penny stated, the businesses.

Commissioner Danio stated well, there's a difference between a restaurant and a business.

Commissioner Penny stated Fletcher's brings food trucks, they do.

Mayor Via stated he thinks Commissioner Danio was just saying its not a restaurant.

Commissioner Penny stated he gets it and that's okay because he still feels the same way. He misspoke.

Mayor Via stated and that's fair. He believes, Mr. Forte, when we were talking about this, did we talk about raising…he remembers there was discussion about raising the rate.

Mr. Forte stated we can't increase…we can't charge a fee to the food trucks any longer. They're licensed by the State and we don't have the ability to even issue them a BTR (Business Tax Receipt).

Mayor Via stated so the discussion was more about, were we initially speaking about raising it for the food trucks as opposed to the businesses?

Mr. Forte stated he doesn't remember. He remembers part of the conversation where there was reference to how much people in the northeast pay for a food truck permit or license and he figured if we are going to make this modification and we're doing an increase to the fee schedule, now's the time to introduce the change.

Mayor Via asked can you tell us then why you did prepare an increase because I thought we had talked about it but if we hadn't talked about it as a Commission…

Mr. Forte stated it was mentioned in all of that discussion. There was discussion about increasing the fee then we talked a little bit about, he thinks there's a $25 application fee then a $75 per year fee, which he thinks was still on the business. That was still on the business. The Business Tax Receipt was paid by the food truck but the business was always charged the $75. We can't do anything to increase the fee on the food trucks so, he figured with that discussion, we would introduce a small rate increase to the business who is hosting the food truck.

Mayor Via stated I'm going to throw a wrench in some things now because, Commissioner Penny, I thought that our…as a Commission we talked about raising these rates we were okay with that as a give and take. Is that not your recollection?

Commissioner Penny stated from what I recall the focus was on increasing the fee to the truck. I, honestly, don't ever remember talking about increasing the fee to the host.

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Mayor Via stated, okay. And we can't give it to the truck so…
Commissioner Penny stated and you can't do it to the trucks so, it just feels like since you can't do it to the trucks, so, now we're going to do it to the host.
Mayor Via stated he might be changing his mind here in real time for the fact of there's really no benefit to the city of raising this fee at all by $50.00. How many a year…
Commissioner Penny stated there's less than five food trucks out there in the whole city.
Mayor Via stated, right. You're talking a couple of hundred dollars, is that correct Mr. Forte?
Mr. Forte stated with the number you have now.
Mayor Via stated, okay. Was there more reasoning behind you or your staff.
Mr. Forte stated, no. It was just brought up under the discussion on a rate increase…the fee increases so, he figured if we're going to do it, now's the time to do it but we would use this as an opportunity to talk about it.
Mayor Via stated let me ask Attorney Simpson, if I were to vote no on this it would be 2-2, would that fail?
Attorney Simpson stated it wouldn't pass.
Mayor Via stated but would it fail to not be able to be brought back up?
Mr. Forte stated not for a year.
Commissioner Johnson asked what if I just withdraw my motion.
Mayor Via stated you can withdraw the motion and then we can make a motion to approve the other two or you can…
Attorney Simpson stated you can make a motion to amend. You can do that as well.
Mayor Via stated he would rather Commissioner Johnson just withdraw his motion if the seconder of the motion is okay with withdrawing the motion.
Commissioner Johnson stated I'll just withdraw the motion.
Mayor Via stated you can make a different motion. We can speak about is not changing the fees for the food trucks, keeping it as is but then making these other two changes that are in here about the body worn camera video and Hollyland Park baseball fields fees. So, you can make that in your motion.
Attorney Simpson stated a motion needs to be made to approve the Resolution because the Resolution included all three. Based on the discussion instead of that being voted down we could withdraw your motion and then withdraw the second and then another motion be made to approve the other two changes but not approve the food truck fee increase.
Mr. Forte stated approve the Resolution minus the food truck fee increase.
Mayor Via stated okay, so they don't have to change it.
Mr. Forte stated just strike reference to the business use of food truck. It would still stay at $75; there would be no increase to it.
Mayor Via asked so, you withdraw your motion Commissioner Johnson?
Commissioner Johnson stated, yes.
Mayor Via asked and you withdraw your motion Commissioner Danio?
Commissioner Danio stated, yes.
Commissioner Johnson made a motion to ***APPROVE RESOLUTION 2023-R-61, AMENDING THE FEES SPECIFIC TO THE BODY WORN CAMERA VIDEO AND HOLLYLAND PARK BALL FIELDS ONLY; STRIKING THROUGH THE BUSINESS USE OF FOOD TRUCK - THERE IS NO FEE INCREASE FOR THE***

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FOOD TRUCK, THE RATE STAYS THE SAME, *seconded by Commissioner Penny.*
Mayor Via opened public participation.
Phil Wahby, Holly Hill.
Mayor Via closed public participation.
PASSED, 3-1 (Danio, nay)

RESULT:	**ADOPTED [3 TO 1]**
MOVER:	Roy Johnson, District 4 - Commissioner
SECONDER:	John Penny, District 1 - Commissioner
AYES:	Via, Penny, Johnson
NAYS:	Danio
EXCUSED:	Currie

RESOLUTION
2023-R-61
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, AMENDING THREE FEES SPECIFIC TO BUSINESS USE OF FOOD TRUCK, BODY WORN CAMERA VIDEO, AND HOLLYLAND PARK-BALL FIELDS FOR THE FISCAL YEAR 2023-2024; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA CHANGING THREE SPECIFIC RATES FOR THE NEXT FISCAL YEAR; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

1. On August 13, 2019, the City Commission reviewed the Utility rate study and adopted changes to the City of Holly Hill's Code of Ordinances Chapter 70 (Utilities).

2. On August 23, 2022 a Citywide Fee Schedule was adopted.

3. On September 26, 2023 the City Commission adopted a fee schedule increasing Water and Sewer rates.

4. The Schedule of Fees (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.

Attachment: Minutes - October 11, 2023 - Regular City Commission meeting (4295 : Minutes)

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 increased, as set forth in the FY 2023-2024 Proposed City Wide 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 2023-2024 Proposed City Wide Fee Schedule (Attachment "A").

SECTION 5. Any fee, rate, charge, penalty, fine, table, or schedule contained in the FY 2023-2024 Proposed City-wide 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 2023-2024 Proposed City Wide Fee Schedule (Attachment "A") become effective on October 10, 2023.

APPROVED AND AUTHENTICATED on this 10th day of OCTOBER 2023.

Enacted and approved this 10th day of October, 2023, in Holly Hill

6. PUBLIC HEARINGS - NONE

7. COMMUNICATIONS

A. City Manager Comments

Mr. Forte stated we got the report back from RCG Consulting (Redman Consulting Group) with regards to their evaluation of the commercial dumpsters throughout the city, he should say all of the commercial pickups throughout the city. There were 111, he will call them conflicts, and that can be something as simple as one commercial property was supposed to have one toter, one toter once a week, two pickups and it was one toter twice a week one pick up. So, that value was cost neutral. Just a clerical correction that has to be made in the system. Another example could be that a business had a lock mechanism on the dumpster and we're supposed to be charging them a fee for that and we're not and we need to continue to charge those fees so it's also not that big of a deal. Then there are a couple of scenarios where the billing is completely wrong and I'll give you an example. The worst case scenario is we have one business in the city that has a collection that we

Attachment: Minutes - October 11, 2023 - Regular City Commission meeting (4295 : Minutes)

get billed from Waste Pro for but we're not necessarily billing the customer. So, we have to go back and we have to bill that customer for that collection. On the other side of that we have a scenario where somebody may be charged for a four-yard dumpster but they really only have a two-yard dumpster. There's not a lot of them but all of them need to be corrected so, we're working on getting them all corrected now. We have a member in the Finance Department that's working on that and then we'll have to have a meeting with Waste Pro to kind of finalize everything and make sure everybody is on board. I don't think it's anything that will be debated. It is what it is. We're being billed, we're not charging…we're charging what's too much. We've got to fix it and make sure the two systems match. So, if anything has to come back to the Commission, I'll let you know. I don't know that it does except for that fact that if we haven't billed somebody, I need to get with Attorney Simpson and find out how far back we can bill them if we're going to make that correction and on the other side, if we've overcharged somebody, how far back do we make the correction. I will get back to you on that. Mr. Forte stated this past week I have been informed that MetroHealth would like to sponsor our 2024 concert series with a $10,000 donation. It's a little less than what we were hoping for but it's still a significant donation. So, we're going to go ahead and accept that as them being one of the major sponsors, hopefully we can get others. I wanted to make that kind of an announcement to you and make you aware of that. I do think that we should have a work session to talk about what we charge for those concerts and whether we should consider doing those for free next year to try to build up participation or reduce the rates. We were looking to break even and sometimes that happens and sometimes it doesn't but I think another philosophical look on how we operate that portion of the business should be discussed.

Mayor Via stated he agrees because now we have data that we can base that on and then determine at what level do we want to support it or not.

Mr. Forte stated he will plan on scheduling that in the near future.

Commissioner Penny asked can the CRA sponsor those Mr. Forte?

Mr. Forte stated, yes. One more thing, we do still periodically post things on the water bill about things that are coming up. In fact, he just had a conversation with Rick about the concerts that we can post the concert series on the water bills but that list had only recently been finalized. We will try to continue to put more messages on that utility bill. The challenge with that is the timing because not all of the bills go out at the same time and when we know something is coming up we don't want to put it on the utility bill if it happened in the past. It doesn't get spread out but he appreciates Mr. Wahby bringing that up earlier and we will continue to try and get more information out. There should never be a time where that area is blank. There should always be something on there.

B. City Attorney Comments
None.

C. City Commission Comments
Commissioner Penny thanked everyone for a great job during National Night Out. It was a great turnout. Business news, Robin Hanger's business park transferred hands, the sale

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was finalized last Wednesday. He met the new owners today and they are meeting with the architects. They are still moving forward with the project. LPGA cleanup was good;

Commissioner Danio stated that National Night Out was a great turnout; mentioned the Kayak rental program at Sunrise Park and asked for clarification on how to rent. Mr. Forte explained it to him. Movies with A Cop will start up soon.

Commissioner Johnson mentioned the Holly Hill Chamber quarterly breakfast this morning, disappointed in the turnout; not many Holly Hill people there and it's kind of disturbing; mentioned the fuel farm in Ormond; LPGA widening.

D. Mayor's Comments

Mayor Via mentioned National Night Out was an amazing event; Movies with A Cop starting up soon on the front lawn of City Hall; congratulated Chief Miller and his officers for the email he sent out today about the investigation where they caught a fugitive that fled from New York and was on the run; great job to all of the officers. Thanked staff and Mr. Forte for getting with and working with the Utility Billing Department with a few hiccups with the Water Department lately and for the corrections that have been made. They also noticed that the cut-off date was no longer showing on the bills but that has been fixed; public announcements will continue to be added to the water bills as well. Thanked Mr. Forte for reaching out to a couple of the County Councilmen regarding the Communications Tax that was happening. The city is making strides and working towards solutions to the city's flooding and we are working on this State grant for a Comprehensive Study and to tell us what exactly where the problems exist, where the grant money is to possibly fix it and what it would actually do. The city, every year, continues to work on its storm water system. It was mentioned to have a workshop with an engineer and make it into a town hall meeting and invite people in to learn about the city's flooding issues.

8. ADJOURNMENT

The meeting adjourned at approximately 7:00 PM.

Attachment: Minutes - October 11, 2023 - Regular City Commission meeting (4295 : Minutes)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **October 24, 2023**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Price Agreements for the Purchase of the Fiscal Year 2023-2024 Supply of Water and Wastewater Treatment Chemicals for the Public Works Department and Authorize the City Manager to Execute Any Necessary Price Agreements; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2023-R-62**
APPLICANT:
PLANNER:

The City's Public Works Department utilizes various chemicals for the treatment of water and wastewater through various procurement methods. These chemicals are designed into the operational treatment process to maintain high quality drinking water disinfection and wastewater reuse compliance.

Current City of Holly Hill Purchasing Manual

Policy 2.39 Other Government Entities' Contracts.

> The City may utilize (piggy-back) any other government entity's open contract that have been competitively bid and awarded to the low responsive, responsible bidder meeting the 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 the 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 requirement 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.).

Bidding Procedure

There are only three companies in Florida capable of providing liquid chlorine and liquid

sulfur dioxide in the 1-ton cylinders the City utilizes for disinfection. The companies are JCI Jones Chemicals, Brenntag Mid-South, Inc., and Allied Universal Corporation. JCI Jones Chemicals declined to provide pricing. Allied Universal Corporation's quotes are contingent on the City purchasing both liquid chlorine and liquid sulfur dioxide from them. City staff recommend the purchase of liquid chlorine and liquid sulfur dioxide from Allied Universal Corporation, as the one ton cylinders are delivered on the same truck and have the lowest average price with delivery.

CHEMICAL	VENDOR	PRICE
Liquid Chlorine	Allied Universal	$1,998/ton
Liquid Sulfur Dioxide	Allied Universal	$1,850/ton
Liquid Chlorine	Brenntag Mid-South	$2,265/ton
Liquid Sulfur Dioxide	Brenntag Mid-South	$1,720/ton
Liquid Chlorine	JCI Jones Chemical	No Bid
Liquid Sulfur Dioxide	JCI Jones Chemical	No Bid

Quotes from these three companies are attached under Exhibit A. The purchase of Liquid Chlorine for the water division will be at a not to exceed a total annual amount of $168,000.00/yr. for wastewater and water divisions and the annual wastewater purchase of Liquid Sulfur Dioxide will not exceed $54,000.00/yr.

Piggyback Agreements

The City of Ocala, FL has an agreement with Airgas USA, LLC to provide their annual supply of carbon dioxide. Carbon dioxide is used to adjust the pH of drinking water. Airgas has offered to provide this product to Holly Hill under the same competitively bid price agreement. This agreement with pricing is attached as Exhibit B. The cost of the carbon dioxide is $0.60/lb plus delivery fees and hazmat fees for each shipment.

The City of Edgewater, FL has an agreement with Carmeuse Lime LLC to provide their annual supply of High Calcium Quicklime. Quicklime is used to soften the drinking water.

Carmeuse has offered to provide this product to Holly Hill under the same competitively bid price agreement. This agreement with pricing is attached as Exhibit C. The cost of the Quicklime is $462.67/Ton to include all delivery fees and hazmat fees for each shipment.

CHEMICAL	VENDOR	PRICE
Carbon Dioxide	Airgas USA, LLC	$0.60/lb
High Calcium Quicklime	Carmeuse Lime, LLC	$462.67/ton

FISCAL ANALYSIS:

The expenditures related to the purchase of chemicals are fully budgeted in the utilities budget covering the water and wastewater divisions. The actual amount of expenditures for the above chemicals will vary with use throughout the year as required by the treatment process. Funds are budgeted through the respective operating supplies account for the water and wastewater accounts. Specifically,

1) The purchase of Liquid Chlorine for the wastewater division account 400-3020-533-5201 will be at a not to exceed annual amount of $83,000.00/yr.
2) The purchase of Liquid Chlorine for water division account 400-3010-533-5201 will be at a not to exceed annual amount of $83,000.00/yr.
3) The purchase of Liquid Sulfur Dioxide for the wastewater division account 400-3020-533-5201will be at a not to exceed annual amount of $44,000.00/yr.
4) The purchase of Carbon Dioxide for the water division account 400-3010-533-5201 at a not to exceed annual cost of $54,000.00/yr.
5) The purchase of High Calcium Quicklime for the water division account 400-3010-533-5201 at a not to exceed annual cost of $154,000.00/yr.

STAFF RECOMMENDATION:

Approve price agreements for the purchase of Fiscal Year 2023-2024 supply of water and wastewater treatment chemicals for the Public Works Department and authorize the City Manager to execute necessary price agreements.

COMMISSION GOAL:

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

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

MOTION:

APPROVING PRICE AGREEMENTS FOR THE PURCHASE OF THE FISCAL YEAR 2023-2024 SUPPLY OF WATER AND WASTEWATER TREATMENT CHEMICALS FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS.

ATTACHMENTS:

- Exhibit A - Chlorine & Sulfur Dioxide Quotes (PDF)
- Exhibit B - Carbon Dioxide - City of Ocala, FL Piggyback (PDF)
- Exhibit C - Calcium Quicklime - City of Edgewater Piggyback (PDF)

Resolution No. 2023-62

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PRICE AGREEMENTS FOR THE PURCHASE OF THE FISCAL YEAR 2023-2024 SUPPLY OF WATER AND WASTEWATER TREATMENT CHEMICALS FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PRICE AGREEMENTS FOR THE PURCHASE OF THE FISCAL YEAR 2023-2024 SUPPLY OF WATER AND WASTEWATER TREATMENT CHEMICALS FOR THE PUBLIC WORKS DEPARTMENT BY WAIVING FORMAL BIDDING AND APPROVING PIGGYBACKING CONTRACTS AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill is in need of chemicals for water and wastewater treatment; and

WHEREAS, the City of Holly Hill has identified an existing, competitively bid contract for the purchase of carbon dioxide with the City of Ocala; and

WHEREAS, the City of Holly Hill has identified an existing, competitively bid contract for the purchase of high calcium quicklime with the City of Edgewater; and

WHEREAS, there are only three companies in Florida capable of providing the City with liquid chlorine and liquid sulfur dioxide and the City received price quotes from two of these companies and one company declined to provide a proposal; and

WHEREAS, 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.); and

WHEREAS, the City Commission approves the price agreements for the purchase of Fiscal Year 2023-2024 supply of water and wastewater treatment chemicals for the Public Works Department.

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

SECTION 1. That the City Commission does hereby approve the piggybacking of contracts for the purchase of carbon dioxide and high calcium quicklime. The City Commission also waives the formal bidding process for the purchase of liquid chlorine and liquid sulfur dioxide and awards the contract to Allied Universal Corporation. The City Commission hereby approves all price agreements for the purchase of the Fiscal Year 2023-24 supply of water and wastewater treatment chemicals for the Public Works Department and authorizes City Manager to execute any necessary price agreements.

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

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

APPROVED AND AUTHENTICATED on this 24th day of OCTOBER, 2023.

BRENNTAG

9/06/2023

John R Dally, Chief WWTP Operator
Department of Public Works
City of Holy Hill
453 LPGA Blvd
Holly Hill, FL 32117

Quotation –

We are pleased to offer the below on your municipal requirements.

Product Name	Product Number	Pkg. Size	Quote
Chlorine	253418	2000 lb CYL	$2265.00 Ton
Sulfur Dioxide	574589	2000 lb CYL	$1720.00 Ton

Pricing effective 10/01/2023 – 9/30/2024. All pricing is on a delivered bases, unless noted otherwise. 5–7-day lead time. Minimum 4 at a time, mixed if needed.

Regards,
Brenntag Mid-South

Sara Terry
Municipal Contract Specialist
sara.terry@brenntag.com
828-729-7557

Attachment: Exhibit A - Chlorine & Sulfur Dioxide Quotes (2023-R-62 : FY2023-2024 Plant Chemical Purchases)

The City of Holly Hill

John Dally <jdally@hollyhillfl.org>

CL2/SO2 Pricing

6 messages

John Dally <jdally@hollyhillfl.org> Fri, Jul 21, 2023 at 10:57 AM
To: Kambi Hunter <kambih@allieduniversal.com>

Kambi, as we are coming to the end of my fiscal year I need new pricing for CL2/SO2 one ton cylinders. This is for my fiscal year 10/01/23 through 09/30/2024. My current purchase order will expire 09/30/2023.

--
John R. Dally, Chief WWTP Operator
Department of Public Works
City of Holly Hill
453 LPGA Boulevard
Holly Hill, FL 32117
386-248-9463 (office)
386-334-9801 (mobile)
386-248-9499 (fax)
jdally@hollyhillfl.org
www.hollyhillfl.org

Kambi Hunter <kambih@allieduniversal.com> Mon, Jul 24, 2023 at 9:08 AM
To: John Dally <jdally@hollyhillfl.org>

Hi there,

Good to hear from you- Happy Monday!

I've requested the pricing for you and will be back just as soon as I have the answers.

Have a super day!
Kambi

Kambi Hunter

Area Accounts Manager

C: 386-717-2556

Allied Universal Corporation

www.AlliedUniversal.com

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notify the sender immediately by email reply and delete this message
and all copies and backups, thereof. Thank You.
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Attachment: Exhibit A - Chlorine & Sulfur Dioxide Quotes (2023-R-62 : FY2023-2024 Plant Chemical Purchases)

[Quoted text hidden]

[Quoted text hidden]

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

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==========

Kambi Hunter <kambih@allieduniversal.com> Mon, Jul 24, 2023 at 9:18 AM
To: jdally@hollyhillfl.org

Your message

To: Kambi Hunter
Subject: CL2/SO2 Pricing
Sent: 7/21/23, 10:57:00 AM EDT

was read on 7/24/23, 9:18:04 AM EDT

--
[Quoted text hidden]

Kambi Hunter <kambih@allieduniversal.com> Tue, Jul 25, 2023 at 3:22 PM
To: John Dally <jdally@hollyhillfl.org>

Hi John,

Happy Tuesday!

Want the good news :)

The pricing has not changed- MOSTLY- one caveat.. The price will remain the same as long as the CL2 and SO2 shipped at the same time.

$1998.00/ Ton CL2
$1850.00/ Ton SO2

This price is held from 10/1/2023 to 9/30/2024.

Let me know if you have any questions.

Attachment: Exhibit A - Chlorine & Sulfur Dioxide Quotes (2023-R-62 : FY2023-2024 Plant Chemical Purchases)

JCI - Contact Us Form

Please fill out your contact information below.

Name *

John — First Name

Dally — Last Name

My question is about: *

Sales/Quote/Price Request

Product *

Chlorine and Sulfur Dioxide

Which Product Are you Interested In?

Ship To Address (for Sales Inquiries) *

453 LPGA Blvd

Address Line 1

Address Line 2

Holly Hill — City

Florida — State

32117 — ZIP Code

United States

Country

Phone Number (Required) *

(386) 248-9463

protected by reCAPTCHA
Privacy - Terms

Powered by Formstack Create your own form ›

jdally@hollyhillfl.org

Your Inquiry *

2nd Request. I need pricing on 1 ton cylinders of chlorine and sulfur dioxide. This is for our fiscal year October 1, 2023 through September 30, 2024. Delivery address is 453 LPGA Blvd, Holly Hill FL. We take at least four tons per delivery with approximately 54 tons chlorine and 25 tons SO2 required per year. We do require a cherry picker. Typically we order 4-5 tons of CL2 and 1-2 ton of SO2 each delivery. If you have any questions do not hesitate to contact me.

John R. Dally, Chief WWTP Operator
Department of Public Works
City of Holly Hill
453 LPGA Boulevard
Holly Hill, FL 32117

285/999

Submit Form

Form secured by Formstack

Attachment: Exhibit A - Chlorine & Sulfur Dioxide Quotes (2023-R-62 : FY2023-2024 Plant Chemical Purchases)

Powered by Formstack Create your own form ›

Attachment: Exhibit A - Chlorine & Sulfur Dioxide Quotes (2023-R-62 : FY2023-2024 Plant Chemical Purchases)

Thank You

The form was submitted successfully.

Attachment: Exhibit A - Chlorine & Sulfur Dioxide Quotes (2023-R-62 : FY2023-2024 Plant Chemical Purchases)

The City of
Holly Hill

9/19/23

This is in reference to the invitation from Airgas to the City of Holly Hill Florida to piggy-back off the bid for the City of Ocala Florida reference CONTRACT# WRS/230165 for delivery of Liquid Carbon Dioxide.

$.60/lb

$135.00 Delivery Charge

$65.00 Hazmat Fee

Estimated Monthly Volume : 6,000 lbs

If you are in agreement please sign below indicating your approval.

Airgas:

Name: Steven W Jones

Title: VP of Bulk

City of Holly Hill:

Name: JEFF JACOBSON

Title: CHIEF OPERATOR

Attachment: Exhibit B - Carbon Dioxide - City of Ocala, FL Piggyback (2023-R-62 : FY2023-2024 Plant Chemical Purchases)

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AGREEMENT FOR LIQUID CARBON DIOXIDE SUPPLY AND DELIVERY

THIS AGREEMENT FOR LIQUID CARBON DIOXIDE SUPPLY AND DELIVERY ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **AIRGAS USA, LLC.**, a limited liability company duly organized in the state of Delaware and authorized to do business in the state of Florida (EIN: 45-3153734) ("Vendor").

WHEREAS, on January 24, 2023, the City of Ocala issued a Invitation to Bid ("ITB") for the provision of liquid carbon dioxide ITB No.: WRS/230165 (the "Solicitation"); and

WHEREAS, one (1) firm responded to the Solicitation and, after the consideration of price and other evaluation factors set forth in the Solicitation, Airgas USA, LLC was chosen as the intended awardee to supply and deliver liquid carbon dioxide ("Services").

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Vendor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; and (c) the City's Solicitation for the Services and the bid submitted by Vendor in response to same (the "Solicitation Documents"). Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.
   A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:

      Exhibit A: Scope of Work (A-1 through A-3)

3. **SCOPE OF SERVICES.** Vendor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, certifications, and all other things necessary for Vendor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Solicitation Documents. In the event of a conflict between this Agreement and the Solicitation Documents as to the Scope of Services to be performed by Vendor, this Agreement and all of its Exhibits shall be given precedence to resolve any identified inconsistency. The Scope of Work may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** City shall pay Vendor a price not to exceed the maximum limiting amount of **FIFTY THOUSAND AND NO/100 DOLLARS ($50,000)** (the "Contract Sum") The allowability of compensation sought under this Contract is expressly made subject to the terms of this Contract, and any pertinent Federal and State law.
   A. **Pricing**. Vendor shall be compensated in accordance with the pricing schedule set forth below.

Description	UOM	Price
Commercial Grade (NSF Grade) Liquid Carbon Dioxide	Pound	$.60

   B. **Renewal Pricing Increases**. Pricing shall remain firm for the first year of this Agreement. Any renewal price adjustment shall be subject to negotiation and must be approved by the City of Ocala. Vendor shall submit a written request for price adjustment identifying the reason for the price increase, and attach suitable documentation in support of same, no less than **NINETY (90) DAYS** prior to the expiration of the then existing Contract Term.

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No retroactive price adjustments will be allowed. Pricing increases shall not exceed the lesser of: (i) the amount of the percentage increase reflected in the Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted, based upon the most recent **TWELVE (12) MONTH** period; or (ii) **TEN PERCENT (10%) ANNUALLY** unless there are mitigating market conditions.

C. **Invoice Submission**. Monthly invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Vendor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Water Resources Department** Attn: **Scott Hersey, 1805 NE 30th Avenue, Bldg. 600, Ocala, Florida 34470**, E-mail: **shersey@ocalafl.org**.

D. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed.

E. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Vendor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Vendor within **THIRTY (30)** calendar days of the Vendor's remedy or resolution of the inadequacy or defect.

F. **Excess Funds.** If due to mistake or any other reason Vendor receives payment under this Agreement in excess of what is provided for by the Agreement, Vendor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded or credited to City within **THIRTY (30)** days of Vendor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

G. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Vendor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective and commence on **MARCH 8, 2023** and continue for a term of **TWO (2)** years, through and including **MARCH 7, 2025**. This Agreement may be renewed for up to **ONE (1)** additional, **TWO-YEAR** (2-year) period by written consent between City and Vendor.

6. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to

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arrive at an equitable solution. Vendor performance shall be extended for a number of days equal to the duration of the force majeure. Vendor shall be entitled to an extension of time and Vendor shall be entitled to any increased costs, additional compensation, resulting from such force majeure delays.

7. **INSPECTION AND ACCEPTANCE OF THE WORK**. All services, work, and products provided by Vendor under this Agreement shall be provided under the direction and to the satisfaction and approval of the City Project Manager (the "Project Manager").
   A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials, the rate of progress of the work, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Vendor in its Bid. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the Services.
   B. Neither the Project Manager's review of Vendor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Vendor's work in progress or for the means, methods, techniques, sequences, or safety precautions or programs incident to Vendor's provision of Services under this Agreement.
8. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Documents, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.
   A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Vendor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Vendor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Vendor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:
      (1) Vendor's performance or workmanship falls below acceptable City or trade standards;
      (2) Vendor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
      (3) Vendor provides material that does not meet the specifications of the Agreement;
      (4) Vendor fails to complete the work required within the time stipulated in the Agreement; or
      (5) Vendor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Vendor cannot or will not perform to the requirements of the Agreement.
   B. **Vendor's Opportunity to Cure Default**. City may, in its sole discretion, provide Vendor with an opportunity to cure the violations set forth in City's notice of default to Vendor. Vendor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Vendor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

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C. **City's Remedies Upon Vendor Default**. In the event Vendor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
   (1) City shall be entitled to terminate this Agreement without further notice;
   (2) City shall be entitled to hire another vendor to complete the required work in accordance with the needs of City;
   (3) City shall be entitled to recover from Vendor all damages, costs, and attorney's fees arising from Vendor's default prior to termination; and
   (4) City shall be entitled to recovery from Vendor any actual excess costs by: (i) deduction from any unpaid balances owed to Vendor; and (ii) any other remedy as provided by law.

D. **Termination for Non-Funding**. In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Vendor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

E. **Termination for Convenience**. City or Vendor reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City or Vendor without penalty or recourse. The Project Manager or Vendor shall provide written notice of the termination. Upon receipt of the notice, Vendor or City shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Vendor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Vendor as permitted under this Agreement and approved by City.

9. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Vendor's performance. Any such evaluation will become public record.

10. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any Vendor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of one (1) year and bid debarment for a period of up to three (3) years for serious contract failures.

11. **VENDOR REPRESENTATIONS.** Vendor expressly represents that:
   A. Vendor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Vendor under this Agreement.
   B. Vendor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Vendor in the Contract Documents, and that the City's written resolution of same is acceptable to Vendor.
   C. Vendor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
   D. Vendor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Vendor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods

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or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a Vendor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12. **VENDOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Vendor:
    A. Vendor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
    B. Vendor shall be solely responsible for the means, methods, techniques, sequences, procedures, and safety precautions or programs incident thereto.
    C. Vendor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
    D. Vendor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.
    E. Vendor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Vendor and City may otherwise agree in writing.

13. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Vendor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.

14. **COMMERCIAL AUTO LIABILITY INSURANCE.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage arising out of Vendor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Vendor does not own vehicles, Vendor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Vendor's Commercial General Liability policy or separate Commercial Automobile Liability policy.

15. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial general liability insurance with limits not less than:
    A. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and
    B. One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.
    C. Policy must include coverage for contractual liability and independent contractors.
    D. The City, a Florida municipal corporation, and its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional

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Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of Vendor. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.

16. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement adequate workers' compensation and employer's liability insurance covering all of its employees in at least such amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable. Contractor shall similarly require any and all of its subcontractors to afford such coverage for all of its employees as required by applicable law. Vendor shall waive and shall ensure that Vendor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Vendor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. **Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver**.
17. **POLLUTION LIABILITY INSURANCE.** If not otherwise included in Vendor's Commercial General Liability Insurance coverage, Vendor shall procure and maintain, for a period of **THREE (3)** years after final completion of the Work under this Agreement, pollution liability insurance coverage for claims arising from the discharge, dispersal, release, or escape of any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse, or body of water, including groundwater, in an amount not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate limit. This shall include coverage for claims of: (a) clean up, either on-site or off site; (b) third party liability, including bodily injury, property damage, natural resource damage, third party property loss of use/revenue, and clean up; and/or (c) costs incurred for the investigation, defense, or settlement of claims.
18. **MISCELLANEOUS INSURANCE PROVISIONS.**
    A. Vendor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Vendor shall not be interpreted as limiting Vendor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Vendor's interests or liabilities or to protect Vendor from claims that may arise out of or result from the negligent acts, errors, or omissions of Vendor, any of its agents or subcontractors, or for anyone whose negligent act(s) Vendor may be liable.
    B. No insurance shall be provided by the City for Vendor under this Agreement and Vendor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
    C. Certificates of Insurance. No work shall be commenced by Vendor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Vendor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Vendor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of**

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work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.org. Vendor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

D. City as an Additional Insured. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation and Professional Liability policies.

E. Notice of Cancellation of Insurance. Vendor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the vent that Vendor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Vendor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.org.

F. Failure to Maintain Coverage. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Vendor. Vendor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.

G. Severability of Interests. Severability of Interests. Vendor shall arrange for its liability insurance to include, or be endorsed to include, a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

19. **SAFETY/ENVIRONMENTAL.** Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Vendor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
    A. All employees on the work and other persons that may be affected thereby;
    B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and
    C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities.

    All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Vendor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Vendor. Vendor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

20. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without

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discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

21. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any vendor, subcontractor, or of any of their agents or employees.
22. **INDEPENDENT CONTRACTOR STATUS.** Vendor acknowledges and agrees that under this Agreement, Vendor and any agent or employee of Vendor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Vendor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Vendor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Vendor in its performance of its obligations under this Agreement.
23. **ACCESS TO FACILITIES.** City shall provide Vendor with access to all City facilities as is reasonably necessary for Vendor to perform its obligations under this Agreement.
24. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
25. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Vendor under this Agreement be abandoned, or should Vendor become insolvent, or if Vendor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The Project Manager's certification as to the amount of such liability shall be final and conclusive.
26. **PUBLIC RECORDS.** Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Vendor shall:
    A. Keep and maintain public records required by the public agency to perform the service.
    B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
    C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Vendor does not transfer the records to the public agency.

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D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Vendor or keep and maintain public records required by the public agency to perform the service. If Vendor transfers all public records to the public agency upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the contract, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

27. **AUDIT.** Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
28. **PUBLICITY.** Vendor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
29. **E-VERIFY.** Pursuant to section 448.095, Vendor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Vendor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Vendor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Vendor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Vendor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Vendor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
30. **CONFLICT OF INTEREST.** Vendor must have disclosed with the submission of their bid, the name of any officer, director, or agent who may be employed by City. Vendor must disclose the name of any City employee who owns, directly or indirectly, any interest in Vendor or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
31. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any

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circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

32. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

33. **INDEMNITY.** Vendor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Vendor, its agents, and employees.

34. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

35. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:	Airgas USA, LLC Attention: Brian McHale 5249 Tampa West Blvd. Tampa, Florida 33634 Phone: 407-402-9651 E-mail: brian.mchale@airgas.com
If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-629-8343 E-mail: notices@ocalafl.org
Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, Third Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.org

Attachment: Exhibit B - Carbon Dioxide - City of Ocala, FL Piggyback (2023-R-62 : FY2023-2024 Plant Chemical Purchases)

36. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
37. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
38. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
39. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
40. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
41. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
42. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

Attachment: Exhibit B - Carbon Dioxide - City of Ocala, FL Piggyback (2023-R-62 : FY2023-2024 Plant Chemical Purchases)

43. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

44. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.

45. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

46. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

47. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

48. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

Attachment: Exhibit B - Carbon Dioxide - City of Ocala, FL Piggyback (2023-R-62 : FY2023-2024 Plant Chemical Purchases)

IN WITNESS WHEREOF, the parties have executed this Agreement on 7/13/2023.

ATTEST:

DocuSigned by:
Angel B. Jacobs
Angel B. Jacobs
City Clerk

CITY OF OCALA

DocuSigned by:
James P. Hilty, Sr.
James P. Hilty
City Council President

Approved as to form and legality:

DocuSigned by:
William E. Sexton
William E. Sexton, Esq.
City Attorney

AIRGAS USA, LLC

DocuSigned by:
Steve Jones
2501916D3E28424...

By: Steve Jones
(Printed Name)

Title: V.P of Bulk
(Title of Authorized Signatory)

Attachment: Exhibit B - Carbon Dioxide - City of Ocala, FL Piggyback (2023-R-62 : FY2023-2024 Plant Chemical Purchases)

DocuSign Envelope ID: 0D305DAF-82CB-48ED-8760-FEFEFBF93CE9

BACKGROUND

Vendor shall supply and deliver Commercial Grade (NSF grade) carbon dioxide for ph. stabilization to the Water Treatment Plant, located at 1808 NE 36th Avenue, Ocala, Florida 34470.

Deliveries shall be coordinated with the City Project Manager, Scott Hersey, 352-401-6941, email: shersey@ocalafl.org.

PROJECT SUMMARY, DELIVERABLES AND HOURS

1. **Project Summary:** Vendor shall perform the following services for the City of Ocala: Vendor shall provide all materials, labor, and equipment to supply and deliver liquid carbon dioxide (NSF Grade) to the City of Ocala Water Treatment Plant #1.
2. **Deliverables:** Deliverables must be provided to the City of Ocala Project Manager before payment for such work.
3. **Working Hours:** The normal/standard working hours for this project are 7:00 AM – 5:00 PM Monday through Friday, excluding holidays. Vendor shall provide 48-hour advance notice to City Project Manager for work outside normal shift hours. The City may decline the request.

VENDOR EMPLOYEES AND EQUIPMENT

1. Vendor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
2. The Vendor shall provide an assigned Project Manager, who will be the primary point of contact. Vendor must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
3. At the request of the City, the Vendor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Vendor must each be promptly notified by the other of any complaints received.
4. Vendor's employees must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good appearance as the job conditions permit.
5. Vendor shall operate as an independent contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
6. No smoking is allowed on City property or projects.
7. Vendor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
8. All company trucks must display a visible company name/logo on the outside of the vehicle.

CITY OF OCALA RESPONSIBILITIES

1. The City of Ocala will furnish, the following services/data to the Vendor for the performance of services:
   A. Access to City buildings and facilities to perform the work.
   B. Provide access to drawings, specifications, schedules, reports, and other information prepared by/for the City of Ocala pertinent to the Vendor's responsibilities.

Attachment: Exhibit B - Carbon Dioxide - City of Ocala, FL Piggyback (2023-R-62 : FY2023-2024 Plant Chemical Purchases)

DocuSign Envelope ID: 0D305DAF-82CB-48ED-8760-FEFEFBF93CE9

C. Provide office facilities for the Vendor, if needed.

2. The City reserves the right to purchase any materials for the Vendor to use. The Vendor shall not charge a mark-up fee for material furnished by the City.

VENDOR RESPONSIBILITIES

1. Vendor shall complete all work performed under this solicitation in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
2. Vendor shall obtain and pay for any and licenses, , dumping and/or disposal fees, etc., required to fulfill this agreement.
3. Vendor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Vendor at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
4. If the Vendor is advised to leave a property by the property owner or their representative, the Vendor shall leave at once without altercation. Vendor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.
5. Data collected by the Vendor shall be in a format compatible with, or easily converted to City's databases. A sequential naming convention should be applied to the files and documentation provided to the City.

SITE HOUSEKEEPING AND CLEANUP

1. **Cleanup:** The Vendor shall keep the premises free at all times from accumulation of waste materials and rubbish caused by operations and employees. Such responsibilities shall include but not limited to:
   A. Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable neat condition.
   B. Work site will be completely cleaned after each day of work.
   C. Vendor shall dispose of debris in a legal manner.
2. **Final Cleaning:** Upon completion of work, clean entire work area as applicable.
   A. All furnishings and equipment shall be placed back in the original locations.
   B. All work areas must be returned to original condition.
   C. The Vendor shall clean and remove from the premises, all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work and shall have the work in a neat and presentable condition. *Note: Any and all debris shall be removed from the premises. Debris, trash, etc., shall not be left or buried on site.*

SAFETY

1. Vendor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.

Attachment: Exhibit B - Carbon Dioxide - City of Ocala, FL Piggyback (2023-R-62 : FY2023-2024 Plant Chemical Purchases)

DocuSign Envelope ID: 0D305DAF-82CB-48ED-8760-FEFEFBF93CE9

2. In no event shall the City be responsible for any damages to any of the Vendor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.
3. Prior to completion, storage and adequate protection of all material and equipment will be the Vendor's responsibility.

PRICING

The City shall pay the Vendor only for the actual units that the Vendor delivers.

Attachment: Exhibit B - Carbon Dioxide - City of Ocala, FL Piggyback (2023-R-62 : FY2023-2024 Plant Chemical Purchases)

DocuSign

Certificate Of Completion

Envelope Id: 0D305DAF82CB48ED8760FEFEFBF93CE9
Subject: FOR SIGNATURE - Liquid Carbon Dioxide Supply and Delivery (WRS/230165)
Source Envelope:
Document Pages: 16
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Signatures: 4
Initials: 0

Status: Completed

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
IP Address: 216.255.240.104

Record Tracking

Status: Original
7/7/2023 6:41:34 AM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Patricia Lewis
plewis@ocalafl.org
Pool: StateLocal
Pool: City of Ocala - Procurement & Contracting

Location: DocuSign

Location: DocuSign

Signer Events	Signature	Timestamp
Steve Jones steve.jones@airgas.com V.P of Bulk Security Level: Email, Account Authentication (None)	DocuSigned by: Steve Jones 2501916D3E28424...	Sent: 7/7/2023 6:45:45 AM Viewed: 7/7/2023 8:41:59 AM Signed: 7/7/2023 8:43:18 AM
	Signature Adoption: Pre-selected Style Using IP Address: 24.227.65.211	
Electronic Record and Signature Disclosure: Accepted: 7/7/2023 8:41:59 AM ID: fa1a14cb-0a22-4a8c-bbf7-987dfb95fc4a		
William E. Sexton wsexton@ocalafl.org City Attorney City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: William E. Sexton B07DCFC4E86E429...	Sent: 7/7/2023 8:43:20 AM Viewed: 7/13/2023 8:52:13 AM Signed: 7/13/2023 8:52:27 AM
	Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
James P. Hilty, Sr. jhilty@ocalafl.org President Security Level: Email, Account Authentication (None)	DocuSigned by: James P. Hilty, Sr. 6FD4FC329B6F4DF...	Sent: 7/13/2023 8:52:28 AM Viewed: 7/13/2023 9:10:26 AM Signed: 7/13/2023 9:11:15 AM
	Signature Adoption: Pre-selected Style Using IP Address: 98.180.104.233 Signed using mobile	
Electronic Record and Signature Disclosure: Accepted: 2/22/2023 9:50:44 PM ID: 14e56788-1409-4fcd-8b7c-ddcc68b32a87		
Angel B. Jacobs ajacobs@ocalafl.org April 19 City of Ocala Security Level: Email, Account Authentication (None)	DocuSigned by: Angel B. Jacobs F82769461C4E4E5...	Sent: 7/13/2023 9:11:17 AM Viewed: 7/13/2023 9:14:23 AM Signed: 7/14/2023 4:36:23 PM
	Signature Adoption: Pre-selected Style Using IP Address: 216.255.240.104	
Electronic Record and Signature Disclosure:		

Attachment: Exhibit B - Carbon Dioxide - City of Ocala, FL Piggyback (2023-R-62 : FY2023-2024 Plant Chemical Purchases)

Signer Events	Signature	Timestamp
Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Brian McHale brian.mchale@airgas.com V.P, of Bulk Gases Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/5/2023 1:08:53 PM ID: 209d9443-bd8f-4774-be95-c8232d2d084b	COPIED	Sent: 7/14/2023 4:36:25 PM
Annalisa Schmidt annalisa.schmidt@airgas.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/14/2023 4:36:25 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/7/2023 6:45:45 AM
Certified Delivered	Security Checked	7/13/2023 9:14:23 AM
Signing Complete	Security Checked	7/14/2023 4:36:23 PM
Completed	Security Checked	7/14/2023 4:36:26 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

Attachment: Exhibit B - Carbon Dioxide - City of Ocala, FL Piggyback (2023-R-62 : FY2023-2024 Plant Chemical Purchases)

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Attachment: Exhibit B - Carbon Dioxide - City of Ocala, FL Piggyback (2023-R-62 : FY2023-2024 Plant Chemical Purchases)

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

Attachment: Exhibit B - Carbon Dioxide - City of Ocala, FL Piggyback (2023-R-62 : FY2023-2024 Plant Chemical Purchases)

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.

Attachment: Exhibit B - Carbon Dioxide - City of Ocala, FL Piggyback (2023-R-62 : FY2023-2024 Plant Chemical Purchases)

CARMEUSE

Quote

Company	EDGEWATER, CITY OF	**E-mail**	
To		**Date**	09-21-2023
From	Matthew Cherpak	**E-mail**	
Tel		**Pages**	2

Re: City of Edgewater, FL 2023 Quicklime T002 **Price Quote 10018892**

Dear ,

Thank you for the opportunity to consider Carmeuse as your business partner.

It is our pleasure to provide you with the following quote offer:

Product	Plant	Product Description	Currency	Incoterms	Destination
10597	Jacksonville Luttrell Ter	***HiCal QL Terminal Small Pebble Bulk*** **Total Price: $462.67/TON**	USD	DDP	Edgewater, Fl

To place an order, please call Customer Service at 1.800.445.3930.

The following additional information applies:

Validity: Our prices are valid from 04-15-2023 upon formal approval from your side within 2 weeks.

Unloading conditions to be communicated through your care (opening hours, security procedures..)

Equipment Ship Type: Pneumatic Trailer

Shipping Cond: Delivered

Payment Terms: 30 days net due. We insist upon payment in due time of our invoices, this being an essential component of your price-offering.

Product pricing is subject to change with 30 days written notice.
Freight pricing is subject to change with 30 days written notice.

Attachment: Exhibit C - Calcium Quicklime - City of Edgewater Piggyback (2023-R-62 : FY2023-2024 Plant Chemical Purchases)

CARMEUSE

Quote

We remain at your disposal for any further information.

Signatures

Sales Representative
Matthew Cherpak

Sales Manager

Attachment: Exhibit C - Calcium Quicklime - City of Edgewater Piggyback (2023-R-62 : FY2023-2024 Plant Chemical Purchases)

CARMEUSE

Quote

CARMEUSE STANDARD TERMS & CONDITIONS OF SALE

Orders and Acceptance. All Purchase Orders ("Orders") and quotations are subject to acceptance by Carmeuse Lime & Stone ("Carmeuse"). Unless otherwise stated, all sales transactions are expressly limited to the terms and conditions set forth below. All terms and conditions (including but not limited to additional and/or different terms and conditions) contained in any of Buyer's purchase orders or other documents submitted by Buyer are EXPRESSLY rejected. No waiver of these terms and conditions or acceptance of other terms and conditions shall be construed from Carmeuse's failure to object to the same. All sales are final. Goods cannot be returned without Carmeuse's prior written consent.

Quotations and Published Prices. All written quotations shall automatically expire on the expiration date listed on the quotation, but in no event later than thirty (30) days after issuance, and are subject to withdrawal by notice within that period. Carmeuse, at its sole option, may extend the effective date of written quotations up to six month. Oral quotations shall expire in thirty (30) days. All quote prices for material sold by Carmeuse pursuant to any Purchase Order ("Material") are F.O.B. stated shipping point, unless otherwise specified. Transportation shall be by means that are commercially reasonable and customary and at the Buyer's expense. Delivered prices are based on transportation prices available to Carmeuse at time of quotation and assume that carriers are able to discharge their loads at the delivery site in a reasonable time. If unloading delays occur, additional charges may apply. Any charges at destination for spotting, switching, handling, storage and other services and demurrage, shall be for Buyer's account. Pricing of aggregate assumes normal residual moisture content, including free moisture in the case of washed Materials. Prices shown on published price lists and other literature issued by Carmeuse do not represent unconditional offers to sell, and are subject to change without notice.

Payment. Buyer shall make payment in advance of shipping unless Carmeuse's credit department, in its sole discretion, approves Buyer's credit. Unless otherwise stated in Carmeuse's quotation, payment pursuant to approved credit terms shall be made thirty (30) days from the date of Carmeuse's invoice. No discounts are allowed for early payment, unless otherwise specified by Carmeuse on the quotation. Invoices for shipments to approved credit customers shall be issued upon shipment. Past due invoices are subject to a monthly service charge at a rate equal to the lesser of 1½ % per month or the maximum rate from time to time permitted by applicable law. Carmeuse's Credit Department may revoke credit approval or alter payment terms at any time. Upon placing this instrument with an attorney for collection of past due payments or repossession of Material, Buyer shall reimburse Carmeuse for attorney's fees, court costs, and other expenses incurred by Carmeuse to enforce the terms and conditions stated herein. If an invoice is past-due, Carmeuse may suspend delivery of Material until such invoice, and any other past-due invoices, have been paid. If there is an adverse change to Buyer's financial condition, Carmeuse may require adequate assurances of performance be provided by Buyer and if Buyer fails to provide such assurances, payment terms shall automatically be modified to a cash advance basis until such assurances are provided or terminate future orders subject to this quotation.

Forecasts. Buyer must purchase the amount of Material contained on the quote form. Buyer shall provide Carmeuse with a forecast of Buyer's requirements for Material by month. In no event will Carmeuse be required to supply Buyer more than the amount of Material contained on the quote form or any written forecast.

Taxes. Carmeuse's prices do not include federal, state, or local taxes, including sales, use, property, import/export, value added, excise or similar tax payments. Carmeuse shall bill as a separate invoice line item all such taxes and Buyer agrees to pay and/or reimburse Carmeuse for any such applicable taxes.

Order Changes/Cancellation. Requested changes to Orders are subject to Carmeuse's approval and acceptance. Buyer shall reimburse Carmeuse for all additional costs and expenses related to any such change. Buyer's cancellation of any standard Material Order is subject to Carmeuse's receipt of Buyer's prior written notice not less than thirty (30) days before any Material is shipped. In the event of any whole or partial cancellation of any Order by Buyer, Buyer shall pay to Carmeuse the reasonable costs and expenses incurred by Carmeuse prior to Carmeuse's receipt of the cancellation notice plus Carmeuse's usual rate of profit for similar Material on the portion of the Order canceled.

Shipping. Unless otherwise specified, title to and risk of loss of the Materials shall pass to Buyer upon Carmeuse's delivery of the Materials to a carrier or directly to Buyer at the F.O.B. point, or upon removal of the Material from Carmeuse's plant or terminal if the F.O.B. point is a location other than Carmeuse's plant. Unless otherwise stated,Carmeuse's prices do not include shipping charges, including fuel surcharges and administrative fees. Carmeuse will use its best efforts to load Buyer's trucks, rail cars or barges, provided that, Carmeuse shall not be liable for overweight charges or fines, minimum charges for light loaded cars or trucks or for demurrage or other charges associated with shipping the Materials to Buyer.

Delivery/Access. All delivery/performance dates indicated on Carmeuse's documents are approximate and are based upon the prompt receipt of all necessary information from Buyer regarding Materials ordered. Buyer agrees to provide Carmeuse with reasonable advance notice of Material requirements, time and rate of delivery.Carmeuse will use reasonable efforts to meet the indicated delivery/performance dates but shall not be held responsible for delays caused by carriers. In the event of any delivery delay caused by Buyer, Carmeuse will store and handle all Materials ordered at Buyer's risk and will invoice the Buyer for the unpaid portion of the contract price plus storage, insurance and handling charges on or after the date on which the Materials are ready for delivery. Buyer shall provide suitable roadways or approaches to points of delivery. If delivery is requested beyond the curb line, Buyer assumes all liability for damage to sidewalks, driveways or other property. Buyer must arrange in advance with Seller's dispatcher for deliveries of Materials at times other than normal working hours which may result in extra charges.

Security Interest. Until such time as Carmeuse is fully paid for Material shipped, Buyer shall grant to Carmeuse a purchase money security interest in the Materials. Buyer will assist Carmeuse in taking necessary action to protect Carmeuse's security interest. All checks or other commercial paper shall be accepted subject to collection, and the foregoing security interest shall remain until such time as funds are actually collected.

Warranty. Carmeuse warrants to Buyer that all Material supplied by Carmeuse is in compliance with Carmeuse's published specifications at the point of shipment from Carmeuse's facility. If Material sold by Carmeuse fails to meet the foregoing warranty, Carmeuse will at its sole option either: (1) refund the amount received by Carmeuse for defective Material, or (2) replace any defective Material free of charge. The foregoing is contingent upon Carmeuse receiving Buyer's prompt written notice of any defect. In no event shall Buyer make any claim or initiate any proceeding based upon alleged breach of warranty more than six (6) months from the date of shipment of the relevant Material. Buyer acknowledges that Material may degrade by improper handling after leaving Carmeuse's facility or terminal, or from time may contain impurities that render the materials unacceptable for certain applications and that all such Material is excluded from the warranties stated herein. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CARMEUSE'S WARRANTY DOES NOT APPLY IF MATERIALS HAVE BEEN SUBJECT TO MISUSE, MISHANDLING, NEGLECT (INCLUDING WITHOUT LIMITATION IMPROPER STORAGE), ACCIDENT OR MODIFICATION NOT EXPRESSLY AUTHORIZED BY CARMEUSE. THIS WARRANTY CONTAINS CARMEUSE'S SOLE LIABILITY AND BUYER'S SOLE AND EXCLUSIVE REMEDIES AND IS EXPRESSLY IN LIEU OF ALL OTHER REMEDIES BASED IN LAW OR EQUITY.

Limitation of Liability. CARMEUSE SHALL NOT BE LIABLE FOR ANY LOSS, CLAIM, EXPENSE OR DAMAGE CAUSED BY, CONTRIBUTED TO OR ARISING OUT OF OMISSIONS OF BUYER OR THIRD PARTIES, WHETHER NEGLIGENT OR OTHERWISE. IN NO EVENT SHALL CARMEUSE'S LIABILITY FOR ANY CAUSE OF ACTION WHATSOEVER EXCEED THE AMOUNT PAID BY BUYER FOR THE MATERIAL GIVING RISE TO THE CLAIM, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER SUCH INDIRECT DAMAGES

Attachment: Exhibit C - Calcium Quicklime - City of Edgewater Piggyback (2023-R-62 : FY2023-2024 Plant Chemical Purchases)

CARMEUSE

Quote

Carmeuse's Premises. While on Carmeuse's premises Buyer's employees, invitees, and subcontractors (including subcontractors or carriers used for the purpose of transporting Material) shall be subject to and shall observe such safety and other rules and regulations as Carmeuse may then have in force at such premises. Buyer shall confine its employees, invitees, and subcontractors to that portion of Carmeuse's premises where work is to be performed and to such in-plant roads leading to and from such site as Carmeuse authorizes Buyer to use. Buyer shall assume sole responsibility for the safety of, and shall take all necessary measures and precautions at all times to prevent injury to its employees, subcontractors' employees and others who enter upon Carmeuse's premises for reasons relating to any Order. Buyer shall also take all necessary measures and precautions to protect and to avoid damage to or loss of property while on Carmeuse's premises. Compliance with MSHA, OSHA, or any other regulatory agency rules are a condition of entry to Carmeuse property. Buyer shall save Carmeuse harmless from any and all claims, damages, liabilities and loss, arising from injury to, or the death of, any person, or damage to or the loss of any property, caused or occasioned by the acts or omissions of Buyer, his employees, invitees, and subcontractors while on or about Carmeuse's premises in connection with any matter relating to the performance of an Order.

Excuse of Performance. Neither party shall be liable for any delay or failure to perform to the extent caused by fire, flood, explosion, war, riot; embargo, labor disputes, strikes, shortage of utilities, material or labor, delay in transportation, compliance with any laws, regulations, orders, acts or requirements from the government, civil or military authorities, acts of God or the public enemy, or any act or event of any nature reasonably beyond such party's control. In such circumstances, Buyer or Carmeuse may cancel the portion of this Order subject to such delay by giving prompt written notice, provided that, such cancellation shall apply only to that portion of the Order affected by the foregoing circumstances and the balance of the Order shall continue in full force and effect. If Carmeuse's Material production capacity is impaired as a result of one of the foregoing events of force majeure, then Carmeuse may allocate to Buyer a pro rata portion of Carmeuse's total remaining capacity taking into account Carmeuse's impaired Material production capacity, Buyer's requirements pursuant to this Order and Carmeuse's aggregate customer requirements for Materials.

Waiver. No condoning, excusing or waiver by any party of any default, breach or nonobservance by any other party, at any time or times with respect to any covenants or conditions set forth herein shall operate as a waiver of that party's rights with respect to any continuing or subsequent default, breach or nonobservance, and no waiver shall be inferred from or implied by any failure to exercise any rights by the party having those rights.

Severability. Should any provision of these terms and conditions be declared by any court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall not be affected thereby, it being the intent of the parties that they would have executed the remaining portion without including any such part or portion which may for any reason be declared invalid.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania (excluding its conflict of laws provisions), including the provisions of the UCC in Pennsylvania. Any proceeding pertaining to any such claim shall be venued in Pittsburgh, PA.

Entire Agreement/Amendment. Carmeuse and Buyer agree that the terms and conditions set forth herein constitute their complete and exclusive agreement regarding the subject matter of this Order and supersede any prior communications, representations or agreements of the parties, whether oral or written and cannot be altered, amended, or modified except in writing executed by an authorized representative of each party.

Assignability. Neither party may sell, assign, or transfer its rights, duties, or obligations under this Agreement without the prior written consent of the other; provided, however, that Carmeuse reserves the right to assign its rights, duties and obligations to any party purchasing substantially all of Carmeuse's assets. To the extent that assignment is permitted, this Agreement shall inure to the benefit of and be binding upon each party and its permitted successors and assigns.

Change in Law. It is expressly agreed that if there is an impact to Seller's costs as a result of pending or enacted legislation and regulations relevant to, among other things, CO2 cap and trade law or regulation ("Law"), such cost shall be added to the Material price in order to cover the increased cost per ton associated with such Law.

Breach. If either party breaches the terms and conditions of sale, such breach has a material effect on the performance of this Agreement, and such breach continues for a period of thirty (30) days after written notice from the non-breaching party to the breaching party, the non-breaching party may terminate this Agreement. Subject to the terms hereof, the non-breaching party shall have those remedies available to it at law or in equity for such breach. The prevailing party in any dispute hereunder shall be reimbursed by the non-prevailing party for reasonable legal expenses and for reasonable costs incurred.

Attachment: Exhibit C - Calcium Quicklime - City of Edgewater Piggyback (2023-R-62 : FY2023-2024 Plant Chemical Purchases)

CARMEUSE

Quote

GUIDELINES FOR CONTRACT HAULERS

Hauler Equipment: Contract Haulers must provide their own equipment, tools, personal protective equipment, maintenance shop devices or other items required to fulfill the contract. Carmeuse reserves the right to examine a Contract Hauler's equipment, tools, etc.

Adherence to Regulatory and Carmeuse North America Standards: All Contract Haulers picking up or delivering bulk materials to Carmeuse premises will strictly adhere to at least minimum state and federal (DOT, MSHA,OSHA, etc.) requirements. Carmeuse will not hire any Contract Hauler who cannot adequately demonstrate proficiency with this standard operating procedure (SOP). Carmeuse will not be responsible to oversee Contract Haulers while performing this type of work but will occasionally monitor for compliance to this SOP. The site is governed by federal safety standards (MSHA, OSHA) in which all haulers must adhere even if they are governed by a different federal agency. It shall be the Contract Hauler's complete responsibility to train its respective employees and adhere to applicable standards. Failure to follow any items contained in this contract or any safety standard may result in immediate discharge from the site and/or revocation of contracts.

- Where truck wash stations are provided, haulers must use prior to leaving the site.
- Bulk tanker haulers will not drive for any period of time to or from the site with their hatches open and will not be allowed on site with open hatches on open bed trailers; haulers will ensure tarpaulins are in place covering the entire load prior to leaving the site
- The operator/driver will ensure if they leave their cab for any amount of time, they are equipped with:
- Over the ankle pants and sleeved shirt
- Leather work gloves as conditions require
- Head Protection - Class A hard hat which meets CSA or ANSI standard Z89.1-1986
- Eye Protection - Which meets Carmeuse or ANSI standard ANSI Z87.1-2003 - Note: Contract Haulers who wear prescription eyeglasses must use side shields - Sunglasses are not permitted
- Foot Protection - Boots that meet Carmeuse or ANSI standard ANSI Z41-1991
- Hearing Protection - NIOSH approved hearing protection (muffs or earplugs) must be worn where required
- Waterproof Boots and Slickers - If there is any chance of coming in contact with surface water containing lime as burns may occur
- 6 Point Body Harness - If drivers are required to climb on top of their vehicles or tankers, for any reason, they will use the required fall protection equipment
- High Visibility / Reflective Clothing – Some sites require the use of this type of clothing – hauler must verify site-specific requirements

Attachment: Exhibit C - Calcium Quicklime - City of Edgewater Piggyback (2023-R-62 : FY2023-2024 Plant Chemical Purchases)

CONTRACTOR SERVICES AGREEMENT

CHEMICALS FOR CITY OF EDGEWATER WATER TREATMENT FACILITIES
ITB 23-ES-07

THIS AGREEMENT is made and entered into this 6th day of March, 2023, by and between CARMEUSE LIME & STONE, duly authorized to conduct business in the State of Florida and whose address is 11 STANWIX ST., 21ST FLOOR, PITTSBURGH, PA 15222, hereinafter, called "CONTRACTOR" and the CITY OF EDGEWATER, a political subdivision of the State of Florida, whose address is 104 North Riverside Drive, Edgewater, FL 32132, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Invitation to Bid (ITB #23-ES-07), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this agreement is for one (1) year beginning on April 15, 2023, with four (4), one (1) year renewal options. Renewal options may be exercised at the discretion of the City based on performance of the company and adherence to the terms and conditions set forth in the ITB documents. The City retains the sole right to determine whether the renewal option shall be granted.

The price quoted shall be firm for one year and based on a per unit basis delivered FOB to the CITY'S destination. Subsequent year price increases will only be considered as indicated in the ITB document and subject to City Council Approval. The City reserves the right to reject any price increase and seek other bids to negotiate pricing or rebroadcast the bid.

SECTION 3. COMPENSATION. The City will pay Contractor the monthly amount invoiced pursuant to the pricing stipulated on the Proposal Form and based on actual quantities delivered based on either gallons or tonnage.

SECTION 4. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:
Bonnie Zlotnik, City Clerk
City of Edgewater
104 N. Riverside Drive
Edgewater, FL 32132
(386)424-2400 #1101

For Contractor:
JONATHAN BRIGHT, VP-FINANCE (Name, Title)
CARMEUSE LIME & STONE (Company)
11 STANWIX ST., 21ST FLOOR (Address)
PITTSBURGH, PA 15222 (City, State, Zip)
866-780-0974 (Phone)

Attachment: Exhibit C - Calcium Quicklime - City of Edgewater Piggyback (2023-R-62 : FY2023-2024 Plant Chemical Purchases)

SECTION 5. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 6. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. Each party agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

SECTION 7. MODFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 8. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 9. WAIVER OF JURY TRIAL. THE CITY AND CONTRACTOR HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNNG ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 10. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONTRACTOR's duties and obligations hereunder.

SECTION 11. E-VERIFY. CONSULTANT shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the CONSULTANT that the subcontractor complies with the terms stated within. The CONSULTANT nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. CONSULTANT agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

SECTION 12 AUTHORITY TO SIGN. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

Attachment: Exhibit C - Calcium Quicklime - City of Edgewater Piggyback (2023-R-62 : FY2023-2024 Plant Chemical Purchases)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

Monique Taupin

Christine Wolford

CITY OF EDGEWATER

Glenn A Irby, City Manager

Bonnie Zlotnik

Bonnie Zlotnik, City Clerk

Dated: 3/6/2023

WITNESSES:

DANA BROOKS
INSIDE SALES ADMIN

CARMEUSE LIME & STONE
(Firm Name)

By: JONATHAN BRIGHT
(Authorized Officer) VP - FINANCE

Dated: 2/8/23

Approved by the City Council of the City of Edgewater at a meeting held on this 6th day of March, 2023 under Agenda Item No. 7f.

Attachment: Exhibit C - Calcium Quicklime - City of Edgewater Piggyback (2023-R-62 : FY2023-2024 Plant Chemical Purchases)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: October 24, 2023
FROM: Antoine Khoury
SUBJECT: A Resolution of the City of Holly Hill, Florida, Approving the Piggyback of Charlotte County Contract # 2021000541, Awarding the Purchase of (3) 2023 Police Interceptor Vehicles from Bartow Ford at a Cost of $166,371.29 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2023-R-63
APPLICANT:
PLANNER:

DISCUSSION:

In keeping with the City's fleet replacement plan, three (3) Police Interceptors have been approved to purchase in the fiscal year 2023/2024 budget. This Resolution authorizes the City Manager to utilize a piggyback agreement between Charlotte County and Bartow Ford for the purchase of police rated vehicles (Ford Interceptor Utility). This contract offers a 4.27% discount off of Ford Factory Invoices and a 0% mark-up on dealer installed options.

Charlotte County contract # 2021000541 was awarded on September 14, 2021 and has been extended through September 30, 2024. Charlotte County contract # 2021000541 is included under "Exhibit A".

Items requested to be purchased this year include:

Two (2) 2023 Ford Interceptor Utility vehicles at a cost of $54,825.94 each.

One (1) 2023 Ford Interceptor Utility traffic vehicle with an in-car radar system at a cost of $56,719.41.

The total cost of police vehicles to be purchased through this resolution is $166,371.29

Proposals from Bartow Ford including unit pricing of vehicles are included under "Exhibit B"

Current City of Holly Hill Purchasing Manual

Policy 2.39 Other Government Entities' Contracts.

The City may utilize (piggy-back) any other government entity's open contract that have been competitively bid and awarded to the low responsive, responsible bidder meeting the 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 the 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 requirement 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.).

Section 2.39 of the City's Purchasing Policy is included under "Exhibit C".

FISCAL ANALYSIS:

Capital projects for the purchase of (3) Police vehicles were adopted in the fiscal year 2023/2024 budget in general ledger account 001-8110-580-6400 at an anticipated cost of $168,000. These capital purchases are represented by Project Codes 24PD01, 24PD02 and 24PD03 respectively.

STAFF RECOMMENDATION:

That the City Commission approve the piggyback of Charlotte County contract # 2021000541 with Bartow Ford, award the purchase of (3) 2023 Police Interceptor vehicles from Bartow Ford at a cost of $166,371.29 and authorize the City Manager to execute the same.

COMMISSION GOAL:

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

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

MOTION:

APPROVING THE PIGGY-BACK OF CHARLOTTE COUNTY CONTRACT #2021000541, AWARDING THE PURCHASE OF (3) 2023 POLICE INTERCEPTOR VEHICLES FROM BARTOW FORD AT A COST OF $166,371.29 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A - Charlotte County Contract 2021000541 (PDF)
- Exhibit B - Bartow Ford Proposals Revised(PDF)
- Exhibit C - Purchasing Policy Section 2.39 (PDF)

Resolution No. 2023-63

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF CHARLOTTE COUNTY CONTRACT # 2021000541, AWARDING THE PURCHASE OF (3) 2023 POLICE INTERCEPTOR VEHICLES FROM BARTOW FORD AT A COST OF $166,371.29 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF CHARLOTTE COUNTY CONTRACT #2021000541, AWARDING THE PURCHASE OF (3) 2023 POLICE INTERCEPTOR VEHICLES FROM BARTOW FORD AT A COST OF $166,371.29 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, three Police Interceptor vehicles were approved to be purchased in the adopted fiscal year 2023-2024 budget in keeping with the Fleet vehicle replacement plan; and

WHEREAS, the City of Holly Hill desires to purchase the vehicles under Charlotte County Vehicle Purchase contract #2021000541, under the same terms and applicable conditions as that agreement; 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, 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 authorize and approve the form of the contract by Charlotte County and any other related documents; and

WHEREAS, the City has determined that in this circumstance, piggybacking onto an agreement entered into by the Charlotte County, is the most economically advantageous way to procure these goods and services.

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

SECTION 1. Pursuant to the City's purchasing policy, "piggyback" contracts are allowed for existing government contracts.

SECTION 2. It is hereby ascertained, determined and declared that it is in the best interest of the City to enter into a contract with Bartow Ford for the purchase of Police Interceptor vehicles and equipment.

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

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

APPROVED AND AUTHENTICATED on this 24th day of OCTOBER 2023.

Charlotte County Purchasing
Administrative Contract Renewal Approval Form
Vehicles - Annual Contract

Contract #:	2021000541	**Award Date:**	9/14/2021
Awarded By:	Board of County Commissioners		
Original Term: From:	10/1/2021	**To:**	9/30/2022
Renewal Term: From:	10/1/2023	**To:**	9/30/2024

Description & Background of Contract

This is an annual contract with Bartow Ford that allows for the purchase of Ford vehicles on an as needed basis using a percentage discount of 4.27% off of the Ford Factory Invoice, and a percentage mark-up of 0% on dealer installed options.

On September 14, 2021, when the Charlotte County Board of County Commissioners formally approved the award of this contract, the Board also authorized the County Administrator to approve renewal options for up to two additional one-year terms, at the same prices, terms, and conditions.

In accordance with the contract documents, this contract can be renewed for one additional year under the same prices, terms, and conditions as the original contract. The term will be from October 1, 2023 through and including September 30, 2024.

Contract Specialist:	True, Alisa	**Email:**	Alisa.True@charlottecountyfl.gov
Phone:	941-743-1549	**Fax:**	941-743-1384

By acceptance of this contract renewal as indicated above and by all parties' signatures, the parties agree to extend the term of the contract with all other terms and conditions of the Contract to remain the same.

Requested By:	Richard Weissinger Bartow Ford thefordtruckguy@gmail.com	**Signature:**	See Attached
Fiscal Reviewed By:		**Daniels, Harold, Senior Financial Analyst-08/01/2023**	
Department Approved By:		**Gutierrez, Lorrie, Fleet Operations Manager - 8/17/2023**	
Purchasing Approved By:		**Corbett, Kimberly, Senior Division Mgr-Purchasing - 8/17/2023**	
Administration Approved By: (when applicable)		**Flores, Hector, County Administrator - 8/17/2023**	

Attachment: Exhibit A - Charlotte County Contract 2021000541 (2023-R-63 : Police Department Vehicles)

Charlotte County Purchasing
Contractor/Vendor Performance Evaluation

Contract #:	2021000541	**Title:**	Vehicles - Annual Contract

Department: Fleet Management

Contractor/Vendor: Bartow Ford

This form shall become public record, therefore, all items should be completed thoroughly and explained based on fact.

1. Did the Contractor/Vendor perform and/or deliver on time?	No
2. Was quality of product/service rendered in conformance with specs?	Yes
3. Did the Contractor/Vendor provide timely warranty service and/or repairs?	N/A
4. Did the Contractor/Vendor display cooperation in working out problems?	Yes
5. Would you recommend that Charlotte County continue to do business with the firm?	Yes

Additional Comments (optional):

Suuply chain issues and communication lacks.

By completing this form, I hereby attest that this form has been completed fully and accurately to the best of my knowledge.

Completed by: Gutierrez, Lorrie, Fleet Operations Manager-08/17/2023

Attachment: Exhibit A - Charlotte County Contract 2021000541 (2023-R-63 : Police Department Vehicles)

Charlotte County Purchasing
Administrative Contract Renewal Approval Form
Vehicles - Annual Contract

Contract #:	2021000541	**Award Date:**	9/14/2021
Awarded By:	Board of County Commissioners		
Original Term: From:	10/1/2021	**To:**	9/30/2022
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By acceptance of this contract renewal as indicated above and by all parties' signatures, the parties agree to extend the term of the contract with all other terms and conditions of the Contract to remain the same.

Requested By:	Richard Weissinger Bartow Ford thefordtruckguy@gmail.com	**Signature:**	Richard Weissinger

Fiscal Reviewed By:

Department Approved By:

Purchasing Approved By:

Administration Approved By: (when applicable)

Attachment: Exhibit A - Charlotte County Contract 2021000541 (2023-R-63 : Police Department Vehicles)

BARTOW FORD
INTEGRITY•TRUST•HONESTY
Since 1948

October 11, 2023

City of Holly Hill
LT. Yates

	DESCRIPTION	
K8A	2023 Ford Interceptor Utility	
99B	3.3L V6 Direct-Injection (FFV) V-6 Engine	
44U	10 Speed Automatic Transmission	
86T	Rear Taillight Prep Package Pre-existing holes with standard twist lock sealed capability (does not include LED installed lights) eliminates need to drill housing assemblies	
43D	Dark Car Feature	
60A	Factory Grill, Lamp, Siren & Speaker Wiring	
51T	Factory Pillar Mounted LED Spotlight	
	Bluetooth	
55F	Remote Keyless Entry Key Fob	
76R	Reverse Sensing	
	Rear View Camera	
76P	Pre-Collision Assist w/Pedestrian Detection	
52T	Class III Trailer Tow Lighting Package Includes 4-pin and 7-pin connectors and wiring.	
17A	Rear Air Conditioning	
	Factory Invoice	$46,493.00
	Government Price Concession Discount	$1,200.00
	4.27% Contract Discount	$1,934.01
	Whelen 55" Legacy Lightbar with FULL LED Takedown Lights WITH Amber Rear Traffic Advisor, Whelen Carbide Siren Controller, (1) 100 Watt Speaker, (1) Whelen Red MICRON Mounted in Grill Area, (1) Whelen Blue MICRON Mounted in Grill Area, Inner Edge RST DUO Rear Facing Bar 10 Head Red/Blue with Amber Traffic Advisor Mounted inside Rear Hatch Area, (2) Clear LED's Mounted in Headlights & (2) Mounted in Taillights, Wig Wag Headlight Flasher, Flash Taillights, (1) Whelen Red MICRON Mounted in Tag Area, (1) Whelen Blue MICRON Mounted in Tag Area, 2 Whelen SOLO 5 Module Tracers R/B/R/B/R, Havis C-VS-1012-INUT-1 Angled Console with Dual Cup Holder & C-ARM-103 Arm Rest, C-OHC-INUT-1 Overhead Console 11" Slide Out Locking Swing Arm with Motion Adapter with UT1006 Standard Laptop Mount & Lock, 50/50 Wire Mesh & Poly Window Cage Front Partition, Rear Window Bars, Molded Rear Prisoner Seat with Outboard Buckling Seat Belts Intergraded Mesh Rear Cargo Barrier, Universal Dual Weapons Mounted in Recess Area of Partition, Raised Rear Weapons Vault, Holly Hill POLICE Graphics, Bartow Ford Custom Installation.	$11,328.00
	Yellow CITY Tag	$138.95
		$0.00
	TOTAL PURCHASE AMOUNT PER UNIT	**$54,825.94**

Pricing in accordance with the Charlotte County contract # 2021000541

If you have any questions or need any additional information please feel free contact me anytime.

Sincerely Yours,
Richard Weissinger
Commercial Fleet Sales
Direct Line (813) 477-0052
Fax (863) 533-8485

Attachment: Exhibit B - Bartow Ford Proposals Revised (2023-R-63 : Police Department Vehicles)

October 11, 2023

City of Holly Hill
LT. Yates

	DESCRIPTION	
K8A	2023 Ford Interceptor Utility	
99B	3.3L V6 Direct-Injection (FFV) V-6 Engine	
44U	10 Speed Automatic Transmission	
86T	Rear Taillight Prep Package Pre-existing holes with standard twist lock sealed capability (does not include LED installed lights) eliminates need to drill housing assemblies	
43D	Dark Car Feature	
60A	Factory Grill, Lamp, Siren & Speaker Wiring	
51T	Factory Pillar Mounted LED Spotlight	
	Bluetooth	
55F	Remote Keyless Entry Key Fob	
76R	Reverse Sensing	
	Rear View Camera	
76P	Pre-Collision Assist w/Pedestrian Detection	
52T	Class III Trailer Tow Lighting Package Includes 4-pin and 7-pin connectors and wiring.	
	Factory Invoice	$45,920.00
	Government Price Concession Discount	$1,200.00
	4.27% Contract Discount	$1,909.54
	Whelen DUO FST Inneredge Lightbar with FULL LED Takedown, Inner Edge DUO Rear Facing Bar 10 Head Red/Blue with Amber Traffic Advisor Mounted inside Rear Hatch Area, Whelen Carbide Siren Controller, (1) 100 Watt Speaker, (1) Whelen Red MICRON Mounted in Grill Area, (1) Whelen Blue MICRON Mounted in Grill Area, (2) Clear LED's Mounted in Headlights & (2) Mounted in Taillights, Wig Wag Headlight Flasher, Flash Taillights, (1) Whelen Red MICRON Mounted in Tag Area, (1) Whelen Blue MICRON Mounted in Tag Area, 2 Whelen SOLO 5 Module Tracers R/B/R/B/R, Havis C-VS-1012-INUT-1 Angled Console with Dual Cup Holder & C-ARM-103 Arm Rest, C-OHC-INUT-1 Overhead Console 11" Slide Out Locking Swing Arm with Motion Adapter with UT1006 Standard Laptop Mount & Lock, 50/50 Wire Mesh & Poly Window Cage Front Partition, Rear Window Bars, Molded Rear Prisoner Seat with Outboard Buckling Seat Belts Intergraded Mesh Rear Cargo Barrier, Universal Dual Weapons Mounted in Recess Area of Partition, Raised Rear Weapons Vault, Stalker DSR 2X Dual Radar, Holly Hill POLICE Graphics, Bartow Ford Custom Installation.	$13,770.00
	Yellow CITY Tag	$138.95
		$0.00
	TOTAL PURCHASE AMOUNT PER UNIT	**$56,719.41**

Pricing in accordance with the Charlotte County contract # 2021000541

If you have any questions or need any additional information please feel free contact me anytime.

Sincerely Yours,
Richard Weissinger
Commercial Fleet Sales
Direct Line (813) 477-0052
Fax (863) 533-8485

Attachment: Exhibit B - Bartow Ford Proposals Revised (2023-R-63 : Police Department Vehicles)

SECTION I – ALTERNATE ACCEPTABLE MEANS OF PROCUREMENT

POLICY 2.38 STATE OF FLORIDA TERM CONTRACTS / SNAPS AGREEMENTS

State of Florida Contracts for a variety of commodities has been competitively bid and meets all the State and City of Holly Hill requirements for bidding. They may be accessed through the Internet at the following address: myflorida.com or you may call the Finance Department for assistance. State of Florida SNAPS Agreements are also accessed through the Internet via the State of Florida Contract System. These agreements include a variety of goods and services that utilize recycled and/or innovative products at pre-negotiated prices. SNAPS Agreements may be utilized in lieu of competitive bidding as follows: any single purchase from a SNAPS Agreement shall not exceed $25,000 without City Commission Approval.

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.

POLICY 2.40 COOPERATIVE PURCHASING

The City may join with one or more other government entity and jointly bid common commodities or services. Cooperative Purchasing may take the following forms:

- One entity "piggybacking" on the contract of another.
- Entities joining together to bid.

POLICIES 2.41 RESPECT AND PRIDE

Items purchased from these Departments are exempt from bidding. Purchasing has catalogues and price lists from these Departments.

RESPECT of Florida (Florida Association of Rehabilitation Facilities, Inc.)
Florida Statute Sections 413.032-413.037 directs state and local government Departments to purchase certain products and services from qualified, nonprofit, community-based organizations employing persons with disabilities.

PRIDE (Florida Prison Industries) - Florida Statute Section 946.006 authorizes the manufacture, processing, or production of "such items as are ... needed and used in state institutions and Departments and in other governmental jurisdictions of the state."

POLICY 2.42 OWNER DIRECT PURCHASES (ODP)

It may be to the City's advantage to directly purchase materials, components, or systems to be used in a construction project. The advantages are a savings in sales tax (the City is tax-exempt, contractors are

Attachment: Exhibit C - Purchasing Policy Section 2.39 (2023-R-63 : Police Department Vehicles)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **October 24, 2023**
FROM: **Jeff Miller**
SUBJECT: **Single Source Contract with Axon Enterprises, Inc. Taser Bundle FY 23-24**
NUMBER: **(ID # 4288)**
APPLICANT:
PLANNER:

DISCUSSION:

The Holly Hill Police Department currently issues X-26P Tasers, manufactured by Axon Incorporated, LLC., to all front line police officers. The X-26P Taser is an Electronic Control Device (ECD) which is utilized by police officers to prevent injuries during an arrest.

The X-26P Taser will soon be unavailable and no longer supported by the manufacture. The X-26P Tasers are being replaced with the Taser 7 which have updated technology, yet familiar design features, and operational characteristics to the police department's current Taser platform.

In addition, Axon now offers the Bundle Package which includes the Taser 7 with holster, a replacement cartridge and battery at no additional charge, a "Train the Trainer" course, and docking stations with a license to Evidence.com. (This program includes a free replacement plan for all batteries and used cartridges.)

The Holly Hill Police Department is requesting to purchase a total of 19 Taser 7s that are included in the Taser 7 Certification Bundle Package.

FISCAL ANALYSIS:

This is a five-year contract with an annual cost of $15,582.48. The annual cost has been allocated in the budget fiscal year in accounts: 001-2110-521-4611, and 001-2110-521-5501.

The total five-year cost of the contract is $77,912.40.

SOLE SOURCE

Sole source or Standardization procurement is exempt from bidding procedures. The using department must submit to the Finance Department in writing for his/her approval the attempts made, or the data collected to substantiate declaring a product or service "sole source". The City Commission must approve the award of the sole source when the total purchases from the Sole Source Vendor exceeds when the dollar amount exceeds $25,000.

SOLE SOURCE CRITERIA

The following criteria must be met in order to satisfy the sole source or proprietary source requirement:

- It is the only item that will produce the desired results (or fulfill the specific need) …or
- The item is available from only one source of supply … or
- The item is available from more than one vendor but due to extreme circumstances, only one vendor is suited to provide the goods or services.

STAFF RECOMMENDATION:

Approve the contract to purchase the Axon Taser 7 Certification Bundle Package which includes 19 Taser 7s with holsters, a replacement cartridge and battery at no additional charge, a "Train the Trainer" course, and docking stations with a license to Evidence.com.

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:

MOTION TO AUTHORIZE THE CITY MANAGER OR DESIGNEE TO SIGN THE CONTRACT TO PURCHASE THE AXON TASER 7 CERTIFICATION BUNDLE PACKAGE.

- Axon Contract (PDF)
- Axon Sole Source (PDF)

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-461152-45126.823RG

Issued: 07/19/2023

Quote Expiration: 09/30/2023

Estimated Contract Start Date: 11/15/2023

Account Number: 308391
Payment Terms: N30
Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Business;Delivery;Invoice-1065 Ridgewood Ave 1065 Ridgewood Ave Daytona Beach, FL 32117-2807 USA	Holly Hill Police Dept. - FL 1065 Ridgewood Ave Daytona Beach FL 32117-2807 USA Email:	Rachel Gershenson (Leinson) Phone: Email: rleinson@axon.com Fax:	Chris Yates Phone: (386) 248-9475 Email: cyates@hollyhillfl.org Fax: (386) 248-9480

Quote Summary

Program Length	60 Months
TOTAL COST	$77,912.40
ESTIMATED TOTAL W/ TAX	$77,912.40

Discount Summary

Average Savings Per Year	$2,264.04
TOTAL SAVINGS	$11,320.20

Payment Summary

Date	Subtotal	Tax	Total
Oct 2023	$15,582.48	$0.00	$15,582.48
Oct 2024	$15,582.48	$0.00	$15,582.48
Oct 2025	$15,582.48	$0.00	$15,582.48
Oct 2026	$15,582.48	$0.00	$15,582.48
Oct 2027	$15,582.48	$0.00	$15,582.48
Total	**$77,912.40**	**$0.00**	**$77,912.40**

Attachment: Axon Contract (4288 : Single Source Contract with Axon Enterprises, Inc.)

Quote Unbundled Price:	**$89,232.60**
Quote List Price:	**$80,762.40**
Quote Subtotal:	**$77,912.40**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
T7Cert	Taser 7 Certification Bundle	19	60	$77.84	$70.41	$67.91	$77,417.40	$0.00	$77,417.40
A la Carte Services									
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1			$495.00	$495.00	$495.00	$0.00	$495.00
Total							**$77,912.40**	**$0.00**	**$77,912.40**

Attachment: Axon Contract (4288 : Single Source Contract with Axon Enterprises, Inc.)

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Taser 7 Certification Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	19	10/15/2023
Taser 7 Certification Bundle	20018	TASER BATTERY PACK, TACTICAL	22	10/15/2023
Taser 7 Certification Bundle	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	19	10/15/2023
Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	57	10/15/2023
Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	38	10/15/2023
Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	57	10/15/2023
Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	38	10/15/2023
Taser 7 Certification Bundle	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	38	10/15/2023
Taser 7 Certification Bundle	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	38	10/15/2023
Taser 7 Certification Bundle	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	19	10/15/2023
Taser 7 Certification Bundle	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	19	10/15/2023
Taser 7 Certification Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	10/15/2023
Taser 7 Certification Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	10/15/2023
Taser 7 Certification Bundle	74200	TASER 6-BAY DOCK AND CORE	1	10/15/2023
Taser 7 Certification Bundle	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	10/15/2023
Taser 7 Certification Bundle	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	10/15/2023
Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	38	10/15/2024
Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	38	10/15/2024
Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	38	10/15/2025
Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	38	10/15/2025
Taser 7 Certification Bundle	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	38	10/15/2025
Taser 7 Certification Bundle	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	38	10/15/2025
Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	38	10/15/2026
Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	38	10/15/2026
Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	38	10/15/2027
Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	38	10/15/2027

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Taser 7 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	19	11/15/2023	11/14/2028
Taser 7 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	1	11/15/2023	11/14/2028

Services

Bundle	Item	Description	QTY
Taser 7 Certification Bundle	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	19
A la Carte	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1

Attachment: Axon Contract (4288 : Single Source Contract with Axon Enterprises, Inc.)

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Taser 7 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	22	10/15/2024	11/14/2028
Taser 7 Certification Bundle	80395	EXT WARRANTY, TASER 7 HANDLE	19	10/15/2024	11/14/2028
Taser 7 Certification Bundle	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	10/15/2024	11/14/2028

Payment Details

Oct 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	$99.00	$0.00	$99.00
Year 1	T7Cert	Taser 7 Certification Bundle	19	$15,483.48	$0.00	$15,483.48
Total				**$15,582.48**	**$0.00**	**$15,582.48**

Oct 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	$99.00	$0.00	$99.00
Year 2	T7Cert	Taser 7 Certification Bundle	19	$15,483.48	$0.00	$15,483.48
Total				**$15,582.48**	**$0.00**	**$15,582.48**

Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	$99.00	$0.00	$99.00
Year 3	T7Cert	Taser 7 Certification Bundle	19	$15,483.48	$0.00	$15,483.48
Total				**$15,582.48**	**$0.00**	**$15,582.48**

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	$99.00	$0.00	$99.00
Year 4	T7Cert	Taser 7 Certification Bundle	19	$15,483.48	$0.00	$15,483.48
Total				**$15,582.48**	**$0.00**	**$15,582.48**

Oct 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	$99.00	$0.00	$99.00
Year 5	T7Cert	Taser 7 Certification Bundle	19	$15,483.48	$0.00	$15,483.48
Total				**$15,582.48**	**$0.00**	**$15,582.48**

Attachment: Axon Contract (4288 : Single Source Contract with Axon Enterprises, Inc.)

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

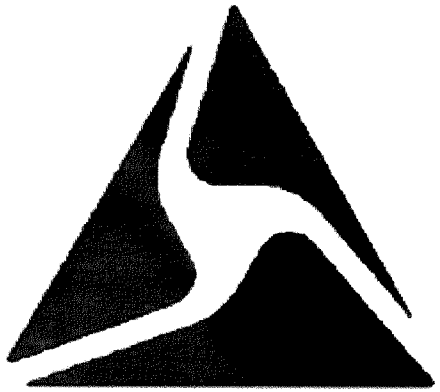
Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Attachment: Axon Contract (4288 : Single Source Contract with Axon Enterprises, Inc.)

Signature

Date Signed

7/19/2023



City of Holly Hill

Finance Department
1065 Ridgewood Ave.
Holly Hill, FL 32117

SOLE SOURCE JUSTIFICATION

TO: Finance Department	**FROM:** PD **REQUISITION #:** ____
Subject - Purchase of: TASER 7 BUNDLE PACKAGE	
Requested Supplier – Contact: ____ Company: AXON ENTERPRISES INC Address: 17800 N. 85TH STREET	City, State, Zip: SCOTTSDALE, AZ 8525 Phone: 800-978- Estimated Cost: $ 77,912.40

Statement of Need: My recommendation for sole source is based upon an objective review of the product/servic being required and appears to be in the best interest of the City. I know of no conflict of interest on my part c involved in any way with this request. No gratuities, favors or compromising actions have taken place. Neithe has my personal familiarity with particular brands, types of equipment, materials or firms been a decidin influence on my request to sole source this purchase when there are other known suppliers to exist.

Sole Source Justification: Mark those that apply.

☑ 1. Sole source request is for the original manufacturer or provider; there are no regional distributors. (Attach the manufacturers written certification that no regional distributors exist. Item 4 must also be checked).

☐ 2. Sole source request is for the only area distributor of the original manufacturer or provider. (Attach the manufacturers -not the distributors - written certification that identifies all regional distributors. Item 4 also must be checked).

☐ 3. The parts/equipment are not interchangeable with similar parts of another manufacturer. (Explain in comments or separate memorandum).

☑ 4. This is the only known item or service that will meet the specialized needs of this department or perform the intended function. (Attach memorandum with details of specialized function or application).

☐ 5. The parts/equipment are required from this source to facilitate maintenance standardization. (Attach memorandun describing the basis for the standardization request).

☐ 6. None of the above applies. A detailed explanation and justification for this sole source request is contained in the attached memorandum.

Division Head Signature: _____ Date: _____

Department Head Signature: _____ Date: 10-5-2023

Comments:

Finance Approval: Michele Moore Date: 10-6-23

City Manager Approval (if required): _____ Date: _____

Attachment: Axon Sole Source (4288 : Single Source Contract with Axon Enterprises, Inc.)

5/24/2023

To: United States state, local and municipal law enforcement agencies

Re: Sole Source Letter for Axon Enterprise, Inc.'s TASER Energy Weapons

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise. Axon is also the sole distributor and retailer of all TASER brand products in the States of AL, AR, CA, CT, DE, FL, GA, HI, IA IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, NC, ND, NE, NH, NJ, NY, OK, OR, PA, RI, SC, SD, TN, VA, VI, VT, WI, WV, and the District of Columbia and Guam.

TASER Energy Weapon Descriptions

TASER 10 Energy Weapon

- Multi-shot energy weapon
- Detachable magazine holding 10 TASER 10 Cartridges
- 45-foot (13.7-meter) range
- High-efficiency flashlight
- Green LASER sight
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous selector switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 10 Cartridges only

TASER 7 Energy Weapon

- Multiple-shot energy weapon
- High-efficiency flashlight
- Close Quarter and Standoff cartridges
- Green LASER and dual red LASERs that adjust for cartridge angle
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous safety switch

Attachment: Axon Sole Source (4288 : Single Source Contract with Axon Enterprises, Inc.)

AXON

17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 7 Cartridges only

TASER 7 CQ Energy Weapon

- Multiple-shot energy weapon for agencies that deploy energy weapons mostly at close quarters (CQ)
- High-efficiency flashlight
- Close Quarter cartridges
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with 12-degree TASER 7 Cartridges only

X2 Energy Weapon

- Multiple-shot energy weapon
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Axon Evidence (Evidence.com) services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately 5 seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.

Attachment: Axon Sole Source (4288 : Single Source Contract with Axon Enterprises, Inc.)

- Compatible with TASER Smart Cartridges only

X26P Energy Weapon

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Axon Evidence (Evidence.com) services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the X2 and X26P energy weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

TASER Brand Energy Weapon Model Numbers

1. Energy Weapons:
   - TASER 10 Models: 100390, 100391
   - TASER 7 Models: 20008, 20009, 20010, and 20011
   - TASER 7 CQ Models 20213, 20214
   - TASER X2 Models: 22002 and 22003
   - TASER X26P Models: 11002 and 11003

2. Optional Extended Warranties for energy weapons:
   - TASER 7 – 4-year extended warranty, item number 20040
   - X2 – 4-year extended warranty, item number 22014
   - X26P – 2-year extended warranty, item number 11008
   - X26P – 4-year extended warranty, item number 11004

3. TASER 10 Magazines
   - TASER 10 live duty magazine (black), item number 100393
   - TASER 10 Hook and Loop Training (HALT) magazine (blue), item number 100394
   - TASER 10 live training magazine (purple), item number 100395
   - TASER 10 inert training magazine (red), item number 100396

4. TASER 10 Cartridges (compatible with the TASER 10, required for this energy weapon to

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function in the probe deployment mode)
- TASER 10 live cartridge, item number 100399
- TASER 10 HALT cartridge, item number 10400
- TASER 10 inert cartridge, item number 100401

5. TASER 7 Cartridges (compatible with the TASER 7; required for this energy weapon to function in the probe deployment mode)
   - Standoff cartridge, 3.5 degrees, Model 22175
   - Close Quarter cartridge, 12 degrees, Model 22176
   - Hook and Loop Training (HALT) cartridge, 3.5 degrees, Model 22177
   - Hook and Loop Training (HALT) cartridge, 12 degrees, Model 22178
   - Inert cartridge, 3.5 degrees, Model 22179
   - Inert cartridge, 12 degrees, Model 22181

6. TASER standard cartridges (compatible with the X26P; required for this energy weapon to function in the probe deployment mode):
   - 15-foot Model: 22188
   - 21-foot Model: 22189
   - 21-foot non-conductive Model: 44205
   - 25-foot Model: 22190

7. TASER Smart cartridges (compatible with the X2; required for this energy weapon to function in the probe deployment mode):
   - 15-foot Model: 22184
   - 25-foot Model: 22185
   - 25-foot inert simulation Model: 22155
   - 25-foot non-conductive Model: 22157

8. Power Modules (Battery Packs) for TASER 7 and TASER 10 energy weapons:
   - Tactical battery pack Model 20018
   - Compact battery pack Model 22019
   - Non-Rechargeable battery pack Model 22020
   - Disconnect battery pack Model 20027

9. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and X2 energy weapons.
   - TASER CAM HD replacement battery Model: 26764
   - TASER CAM HD Download Kit Model: 26762
   - TASER CAM HD optional 4-year extended warranty, item number 26763

10. Power Modules (Battery Packs) for X26P and X2 energy weapons:
    - Performance Power Magazine (PPM) Model: 22010
    - Tactical Performance Power Magazine (TPPM) Model: 22012
    - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
    - eXtended Performance Power Magazine (XPPM) Model: 11010
    - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015

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- Axon Signal Performance Power Magazine (SPPM) Model: 70116

11. TASER Weapons Dock, used with TASER 7 and TASER 10 battery packs:
    - TASER Weapons Dock Core and Multi-bay Module: 74200
    - TASER Weapons Dock Core and Single-bay Module: 74201
    - TASER Weapons Dock Single Bay Dataport: 74208
12. TASER Dataport Download Kits:
    - Dataport Download Kit for the X2 and X26P Model: 22013
13. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023
14. Energy Weapon Holsters:
    - Right-hand TASER 10 holster by Safariland Model: 100611
    - Left-hand TASER 10 holster by Safariland Model: 100613
    - Right-hand TASER 10 holster by Blade-Tech Model: 100614
    - Left-hand TASER 10 holster by Blade-Tech Model: 100615
    - Right-hand TASER 10 holster by BLACKHAWK Model: 100616
    - Left-hand TASER 10 holster by BLACKHAWK Model: 100617
    - Ambidextrous TASER 10 holster by So-Tech Model: 100621
    - Right-hand TASER 7 holster by Safariland Model: 20063
    - Left-hand TASER 7 holster by Safariland Model: 20068
    - Right-hand TASER 7 holster with cartridge carrier by Safariland Model: 20160
    - Left-hand TASER 7 holster by with cartridge carrier by Safariland Model: 20161
    - Right-Hand TASER 7 holster by BLACKHAWK Model: 20062
    - Left-Hand TASER 7 holster by BLACKHAWK Model: 20067
    - Right-hand X2 holster by BLACKHAWK Model: 22501
    - Left-hand X2 holster by BLACKHAWK Model: 22504
    - Right-hand X26P holster by BLACKHAWK Model: 11501
    - Left-hand X26P holster by BLACKHAWK Model: 11504
15. Enhanced HALT Suit Model: 100623
16. TASER Simulation Suit II Model: 44550
17. HALT Suit Model: 20050
18. TASER 7 conductive target Model: 80087
19. TASER 7 Target Frame Model: 80090

TASER 7 Warranties

1. Tactical Battery Pack Model 20041
2. TASER 7 Dock and Core Warranty Model: 20042
3. TASER 7 Single Bay Dock and Core Warranty Model: 20047

Attachment: Axon Sole Source (4288 : Single Source Contract with Axon Enterprises, Inc.)

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TASER Product Packages

1. **Officer Safety Plan:** Includes an X2 or X26P energy weapon, Axon camera and Dock upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.
2. **Officer Safety Plan 7**: Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Dock, Axon Camera and Dock upgrade, Axon Evidence (Evidence.com) licenses and storage, Axon Respond, and Axon Records Core.
3. **Officer Safety Plan 7 Plus**: Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Respond +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, and Axon Signal Sidearm.
4. **Officer Safety Plan 7 Plus Premium**: Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Respond +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, Axon Signal Sidearm, Axon Auto-Transcribe, Axon VR Training, and unlimited first-party and unlimited third-party storage.
5. **TASER 7 Basic:** Pays for TASER 7 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
6. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
7. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.
8. **TASER 7 Certification with Virtual Reality (VR):** Pays for the TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
9. **TASER 60:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years.
10. **Unlimited Cartridge Plan:** Allows the agency to pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P.
11. **TASER 60 Unlimited:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.
12. **TASER 7 Close Quarters Dock Plan:** Pays for TASER 7 Close Quarters Plan over a 5-year period in installments including access to Evidence.com for energy weapon program management, rechargeable batteries, annual cartridge shipments, unlimited duty cartridges, and access to online training.
13. **Officer Safety Plan 10**: Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),[1] Axon

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Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, and Axon Respond.

14. **Officer Safety Plan 10 Plus**: Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),[1] Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (3), third-party video storage (100 GB), third-party video playback, and Axon Records.
15. **Officer Safety Plan 10 Premium**: Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),[1] Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (unlimited), third-party video storage (100 GB), third-party video playback, Axon Records, Axon VR training, Axon Auto-Transcribe, and My90 by Axon.
16. **TASER 10 Basic:** Pays for the TASER 10 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
17. **TASER 10 Certification:** Pays for TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
18. **TASER 10 Certification with Virtual Reality (VR):** Pays for the TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
19. **Axon Core:** Pays for the TASER 7 CQ, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, and auto tagging.
20. **Axon Core+**: Pays for the TASER 7 energy weapon, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, and auto tagging.
21. **Corrections Officer Safety Plan**: Includes a TASER 7 energy weapon, Axon Body 3 Camera, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage.
22. **Corrections Post OSP**: Includes one TASER 7 energy weapon for every two licenses, one Axon Body 3 Camera for every two licenses, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage for each license.

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[1] Axon Body 3 or Axon Body 4 & Axon Dock (for cameras) hardware purchased separately. Includes two Axon camera upgrades and one camera dock upgrade, which apply to 5-year contracts only.

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SOLE AUTHORIZED DISTRIBUTOR FOR TASER BRAND ENERGY WEAPON PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR TASER BRAND ENERGY WEAPON PRODUCTS
Axon Enterprise, Inc. **17800 N. 85th Street, Scottsdale, AZ 85255** **Phone: 800-978-2737** **Fax: 480-991-0791**	**Axon Enterprise, Inc.** **17800 N. 85th Street, Scottsdale, AZ 85255** **Phone: 800-978-2737** **Fax: 480-991-0791**

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,

Josh Isner
Chief Operating Officer
Axon Enterprise, Inc.

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STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE: October 24, 2023
FROM: Brian Walker
SUBJECT: FIRST READING - an Ordinance of the City of Holly Hill, Florida, Amending the Comprehensive Plan by Amending the Future Land Use Map Designation of Certain Property Identified as 1872 N Nova Road and 1888 N Nova Road Having Parcel Numbers 4242-31-01-0290 and 4242-31-01-0291, by Virtue of a Small Scale Future Land Use Map Amendment; Changing the Future Land Use Map Designation from Mxz (Mixed Use Zone) to General Commercial; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date. And FIRST READING - ORDINANCE 3066 - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Amending the Official Zoning Map to Designate the Property Described in Exhibit a from B-5 (Heavy Commercial) Volusia County, to Cc-1 (Commercial Cooridor District) Holly Hill; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.
NUMBER: 2023-O-3065
APPLICANT: Brian Walker
PLANNER:

INTRODUCTION

1872 and 1888 N NOVA ROAD CPA AND REZONE - Consider an Ordinance enacting a Small-Scale Future Land Use Map Amendment from MXZ (Mixed Use Zone) (Volusia County) to General Commercial (Holly Hill) and,

An Ordinance enacting a Rezone from B-5 (Heavy Commercial) (Volusia County) to CC-1 (Commercial Corridor) (Holly Hill) for approximately .83 acres, located approximately 275 feet south of Flomich Street between N Nova Road and Old Kings Road. The parcels abut one another and are more specifically known as 1872 N Nova Road and 1888 N Nova Road.

BACKGROUND

The Applicant petitioned for the parcels in question to be annexed into the City of Holly Hill and at its regular meeting on September 26, 2023, the City Commission voted unanimously to approve the annexation. The property now needs to receive City zoning and be included in the City of Holly Hill's Comprehensive Plan.

The Applicant is requesting a Small-Scale Future Land Use Map Amendment from Volusia County's future land use designation of MXZ (Mixed Use Zone) to General Commercial (Holly Hill) and a Rezone from B-5 (Heavy Commercial) (Volusia County) to CC-1 (Commercial Corridor) (Holly Hill).

PROJECT INFORMATION

Size of Property: The total property is approximately .83 Acres +/-

Legal Description and Parcel Identification Number: 4242-31-01-0290 and 4242-31-01-0291 per Property Appraiser. (Exhibit A)

General Location: The property is generally located about 275 feet south of Flomich Street between N Nova Road and Old Kings Road. (Location Map Exhibit B).

Frontage: The property has frontage along N. Nova Road and Old Kings Road.

Access: Vehicular access will be provided via the abutting rights-of-way.

Aerial Photography: (See MAPS)

Existing Development: The area is comprised of two parcels. One parcel is vacant and the other contains an office.

Future Land Use Designation: The current FLU designation is MXZ (Mixed Use Zone) (Volusia County) and the proposed FLU designation is General Commercial (Holly Hill). (See MAPS)

Zoning: Current Zoning is B-5 (Heavy Commercial) and the proposed zoning is CC-1 (Commercial Corridor) (Holly Hill). (See MAPS)

Floodplain Impacts: Based on FEMA map analysis, the property is not in a Special Flood Hazard Area (SFHA).

Wetland Impacts: Based on aerial photos, survey, and County wetland map analysis, there are no wetlands on the subject property.

ZONING AND LAND USES

See the attached sheet labeled "**Zoning and Land Use Table**."

PROJECT ANALYSIS

In addition to criteria established in the Comprehensive Plan, the amendment has been analyzed in terms of its infrastructure impacts. For considering a change of land use, an analysis comparing the maximum development potential under each land use and available capacity is required.

Impacts to traffic are shown in the attached report titled "Traffic Statement." Based on the 11th generation Trip Generation a total of 688 daily, 96 AM peak hour, and 167 PM Peak hour trips will be generated from the highest intensity use for the proposed land (Strip Retail Plaza). No

increase is seen from the request in zoning and land use change. The 688 anticipated daily trips do not trip the City's threshold requirement of 1000 daily trips and therefore this application does not require a full TIA study to be conducted.

Impacts to potable water and waste water are shown in the attached report titled, "Utility Demand Report" and show that current levels of service will not be adversely affected.

Stormwater Management: Any additional development will require an engineered drainage plan to demonstrate that all government and agency regulations are being met with regard to stormwater management.

Solid Waste: The City's contracted waste hauler, Waste Pro, delivers solid waste to the Volusia County's Tomoka Farms Road Landfill. This is a 3,400-acre Class 1 landfill and is estimated to have excess capacity through 2052.

CONSISTENCY WITH URBAN SPRAWL RULE

Section 163.3177(6)(a)(9)(b), Florida Statutes, provides that plan amendments be determined to discourage the proliferation of urban sprawl. In general terms and as directed by Florida Statutes and rules of the Florida Administrative Code, key urban sprawl indicators are leapfrog development, premature development, and development that does not make efficient use of urban services. Local governments are responsible for ensuring that their actions do not further urban sprawl.

This amendment does not meet any of the key urban sprawl indicators. This amendment generally promotes efficiency in the use of urban services.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

A review of the goals, objectives and policies of the comprehensive plan was conducted to determine if the proposed amendment to the future land use map is consistent with the comprehensive plan. The proposed request is consistent with the comprehensive plan with particular note of the following:

Chapter 1 - Future Land Use Element

- Policy 1.1.2 - The Future Land Use Element sets a maximum development intensity for the General Commercial Development future land use, at an F.A.R. of 1.95.

  Current development is within this limitation and any future development on the subject parcel will be required to comply with this limitation.

- Policy 1.1.5 requires development to be consistent with all aspects of the comprehensive plan.

  Current development is consistent with the comprehensive plan and any proposed development will be required to be consistent with the comprehensive plan and demonstrate that there will be no decline to any established levels of service.

- Policy 1.2.17 - Properties that are annexed into the City of Holly Hill shall be assigned a similar land use that existed in Volusia County. Property owners may apply for more intensive land uses, but shall be required to provide the data and analysis to justify the increase in density and/or intensity.

  The County's land use designation of this property is "Mixed Use Zone" which is described in the County's Future Land Use Element in part as "An area that provides for a mixture of primarily commercial and industrial development with many different property owners." It goes on to state: "Retail commercial, office use, and even some residential, normally make up a minor part in each zone. The associated impacts, such as noise, dust, and odors, can make these areas somewhat undesirable for the less than "heavy" uses."

  Designating the subject site as "General Commercial" will allow the same uses as "Mixed Use Zone" with the exception of residential which would not fit in with this highly commercialized area along Nova Road. The "General Commercial" future land use will allow that the property be developed at a greater intensity, however increased impacts to facilities can be accommodated.

- Policy 1.9.1 - The City shall promote and encourage infill development on previously bypassed, vacant properties and redevelopment of underutilized properties.

  This amendment promotes infill development for this location. The property is located on Nova Road which is classified in the City's Comprehensive Plan as a Principal Arterial. The parcel is surrounded on three sides by commercial development.

- Policy 2.3.4 - Encourage the maintenance, restoration and adaptive reuse of existing urban areas, including buildings, infrastructure and other assets, to reduce energy use and Vehicle Miles Traveled (VMTs).

  The subject site is not on the fringe of a developed area, but is an infill location. One of the benefits of infill development is reduced VMTs.

- Policy 5.1.2. - The City shall continually work to expand the Holly Hill non-residential tax base and other revenue sources.

  The proposed amendment is consistent with this policy. The property was recently annexed into the City. This will have the direct effect of expanding the City's tax base.

Staff finds that the requested small-scale land use amendment is consistent with the City's Comprehensive Plan. The City has available capacity to serve increased demand on facilities and infrastructure created by the requested amendment. Additionally, the requested amendment does not encourage the proliferation of sprawl.

Appropriateness of the Requested Zoning Category

The predominant zoning category applied along the west side of Nova Road north of 15th Street and south of Flomich Street is CC-1(Commercial Corridor District) and B-4 (Highway Business District). The existing business and property that abut the parcels under review is zoned CC-1. According to Policy 1.1.3 of the Future Land Use Element, the CC-1 zoning designation is consistent with the General Commercial land use classification.

Any future development on the site will be consistent with the stated intent of the CC-1 zoning district and the general intent of the land development regulations.

STAFF RECOMMENDATION

Adopt the proposed Ordinance enacting a Small-Scale Future Land Use Map Amendment from MXZ (Mixed Use Zone) (Volusia County) to General Commercial (Holly Hill) for approximately .83 acres, located approximately 275 feet south of Flomich Street between N Nova Road and Old Kings Road and are more specifically known as 1872 N Nova Road and 1888 N Nova Road.

and;

Adopt the proposed Ordinance enacting a Rezone from B-5 (Heavy Commercial) (Volusia County) to CC-1 (Commercial Corridor) (Holly Hill) for approximately .83 acres, located approximately 275 feet south of Flomich Street between N Nova Road and Old Kings Road and are more specifically known as 1872 N Nova Road and 1888 N Nova Road.

ATTACHMENTS:

- CPA and Rezone Application (PDF)
- PA Info Card - 1872 N Nova Rd (PDF)
- PA Info Card - 1888 N Nova Rd (PDF)
- EXHIBIT A (PDF)
- EXHIBIT B (PDF)
- MAPS (PDF)
- Zoning and Land Use Table (PDF)
- Zoning and FLU Descriptions (PDF)
- Traffic Statement (PDF)
- Utility Demand Report (PDF)
- Survey (PDF)

Ordinance No. 2023-3065

FIRST READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY IDENTIFIED AS 1872 N NOVA ROAD AND 1888 N NOVA ROAD HAVING PARCEL NUMBERS 4242-31-01-0290 AND 4242-31-01-0291, BY VIRTUE OF A SMALL SCALE FUTURE LAND USE MAP AMENDMENT; CHANGING THE FUTURE LAND USE MAP DESIGNATION FROM MXZ (MIXED USE ZONE) TO GENERAL COMMERCIAL; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. AND FIRST READING - ORDINANCE 3066 - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY AMENDING THE OFFICIAL ZONING MAP TO DESIGNATE THE PROPERTY DESCRIBED IN EXHIBIT A FROM B-5 (HEAVY COMMERCIAL) VOLUSIA COUNTY, TO CC-1 (COMMERCIAL COORIDOR DISTRICT) HOLLY HILL; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE COMPREHENSIVE PLAN BY AMENDING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY IDENTIFIED AS 1872 N NOVA ROAD AND 1888 N NOVA ROAD HAVING PARCEL NUMBERS 4242-31-01-0290 AND 4242-31-01-0291, BY VIRTUE OF A SMALL SCALE FUTURE LAND USE MAP AMENDMENT; CHANGING THE FUTURE LAND USE MAP DESIGNATION FROM MXZ (MIXED USE ZONE) TO GENERAL COMMERCIAL; 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 has reviewed the future land use designation

for the parcel described in Attachment "A" and determined that it is necessary to amend its Future Land Use Map as herein provided in order to more effectively implement its adopted comprehensive plan.

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

SECTION 1. The Future Land Use Map for the City of Holly Hill, is hereby amended to designate the parcels identified as 1872 N Nova Road having parcel number 424231010290 and 1888 N Nova Road Old Kings Road having parcel number 424231010291 as described in Attachment A, as General Commercial.

SECTION 2. The City Manager is authorized and directed to submit the proposed amendment to the Florida Department of Economic Opportunity and the Volusia Growth Management Commission, as required by law.

SECTION 3. The proposed amendment will not become final until certification of consistency is provided by the Volusia Growth Management Commission and approval is noticed by the Florida Department of Economic Opportunity.

SECTION 4. 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 5. That all ordinances made in conflict with this Ordinance are hereby repealed.

APPROVED AND AUTHENTICATED on this 24th day of OCTOBER, 2023 for first reading.

ATTACHMENT "A"

THE NORTHERLY 75 FEET OF LOT 29, AND THE SOUTHERLY 20 FEET OF LOT 30, (EXCEPTING THEREFROM THAT PORTION DEEDED FOR HIGHWAY PURPOSES AND EXCEPT THAT PORTION IN ORDER OF TAKING FILED IN OFFICIAL RECORDS BOOK 3742, PAGE 550), BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP THEREOF, RECORDED IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

MORE PARTICULARLY DESCRIBED AS: COMMENCE AT THE NORTHWEST CORNER OF LOT 31, BLOCK 1, THENCE S25◦48'33"E FOR A DISTANCE OF 180 FEET TO POINT OF BEGINNING, SAID POINT BEING 20 FEET NORTHWESTERLY FROM THE SOUTHERLY MOST CORNER OF LOT 30, BLOCK 1; THENCE CONTINUE S25◦48'33"E FOR A DISTANCE OF 95 FEET TO A POINT THAT IS 25' NORTHWESTERLY FROM THE SOUTHERLY MOST CORNER OF LOT 29, BLOCK 1; THENCE N64°14'23"E A DISTANCE OF 300 FEET TO A POINT ON THE NORTHEASTERLY BOUNDARY OF LOT 29; THENCE N25°48'33"W FOR A DISTANCE OF 75 FEET TO THE NORTHEASTERLY CORNER OF LOT 29, BLOCK 1; THENCE S64°14'23"W A DISTANCE OF 100 FEET TO THE EASTERLY MOST CORNER OF LOT 30, BLOCK 1; THENCE N25°48'33"W FOR A DISTANCE OF 20 FEET TO THE NORTH LINE OF THE SOUTH 20 FEET OF LOT 30, BLOCK 1; THENCE S64°14'23"W A DISTANCE OF 200 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THAT PORTION DEEDED FOR HIGHWAY PURPOSES AND EXCEPT THAT PORTION IN ORDER OF TAKING FILED IN OFFICIAL RECORDS BOOK 3742, PAGE 550), BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP THEREOF, RECORDED I

N MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL NUMBER: 4242-31-01- 0291

THE SOUTH 25 FEET OF LOT 29, BLOCK 1, LARSEN SUBDIVISION, AS PER MAP IN MAP BOOK 11, PAGE 252, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, INCLUDING THE NORTH 75 FEET OF UNPLATTED PART ADJOINING SAID LOT ON THE SOUTH, EXCEPT THAT PART TAKEN FOR ROAD RIGHT OF WAY AS SHOWN IN DEED BOOK 558, PAGE 353, AND AS PER DEED RECORDED IN O.R. BOOK 3694, PAGE 1071, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

MORE PARTICULARLY DESCRIBED AS: COMMENCE AT THE NORTHWEST CORNER OF LOT 31, BLOCK 1, THENCE S25°48'33"E FOR A DISTANCE OF 275 FEET TO POINT OF BEGINNING, SAID POINT BEING 25 FEET NORTHWESTERLY FROM THE SOUTHERLY MOST CORNER OF LOT 29, BLOCK 1; THENCE CONTINUE S25°48'33"E

FOR A DISTANCE OF 100 FEET ALONG THE EXTENSION OF THE SOUTHWESTERLY LOT LINE OF LOT 29, BLOCK 1; THENCE N64°14'23"E A DISTANCE OF 300 FEET TO A POINT ALONG THE EXTENSION LINE OF THE NORTHEASTERLY LOT LINE OF LOT 29, BLOCK 1; THENCE N25°48'33"W FOR A DISTANCE OF 100 FEET TO THE NORTH LINE OF THE SOUTH 25 FEET OF LOT 29, BLOCK 1; S64°14'23"W A DISTANCE OF 300 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THAT PORTION DEEDED FOR HIGHWAY PURPOSES AND EXCEPT THAT PORTION IN ORDER OF TAKING FILED IN OFFICIAL RECORDS BOOK 3742, PAGE 550), BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP THEREOF, RECORDED IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL NO. 4242-31-01-0290

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY AMENDING THE OFFICIAL ZONING MAP TO DESIGNATE THE PROPERTY DESCRIBED IN EXHIBIT A FROM B-5 (HEAVY COMMERCIAL) VOLUSIA COUNTY, TO CC-1 (COMMERCIAL CORRIDOR DISTRICT) HOLLY HILL; 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 CC-1 (Commercial Corridor District.)

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

SECTION 3. This ordinance shall become effective following approval of the future land use map amendments designated as CPA-2023-03, by the Florida Department of Economic Opportunity and certification of the same amendment by the Volusia Growth Management Commission.

SECTION 4. 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 5. That all ordinances made in conflict with this Ordinance are hereby repealed.

APPROVED AND AUTHENTICATED on this 24th day of OCTOBER, 2023 for first reading.

ATTACHMENT "A"

LEGAL DESCRIPTION:

A PORTION OF THE FOLLOWING: THE SOUTHERLY 20 FEET OF LOT 30, LOT 29, INCLUDING THE NORTH 75 FEET OF UNPLATTED PART ADJOINING SAID LOT ON THE SOUTH, BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP THEREOF, RECORDED IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 31, BLOCK 1, MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S25°48'33"E ALONG THE SOUTHWESTERLY BOUNDARY OF SAID BLOCK 1 FOR A DISTANCE OF 180.00 FEET TO POINT OF BEGINNING, SAID POINT BEING 20 FEET NORTHWESTERLY FROM THE SOUTHERLY MOST CORNER OF LOT 30, BLOCK 1; THENCE CONTINUE S25°48'33"E ALONG THE SOUTHWESTERLY BOUNDARY OF SAID BLOCK 1 FOR A DISTANCE OF 195.00 FEET TO A POINT THAT IS 25' NORTHWESTERLY FROM THE WESTERLY MOST CORNER OF LOT 28, BLOCK 1; THENCE N64°14'23"E FOR A DISTANCE OF 229.12 FEET; THENCE N50°09'43"W ALONG THE SOUTHWESTERLY BOUNDARY OF NORTH NOVA ROAD AS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3742, PAGE 550 FOR A DISTANCE OF 214.13 FEET; THENCE S64°14'23"W FOR A DISTANCE OF 140.81 FEET TO THE POINT OF BEGINNING.

HOLLY HILL
FLORIDA
1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

01/2023

REZONE/ FUTURE LAND USE AMENDMENT

Date Received:_____ Application ID:_____ Submitted By:_____

PROJECT INFORMATION:

PROJECT NAME: Verdego SSCPA and Rezoning
PARCEL ID #(S): 4242-31-01-0290 and 4242-31-01-0291
LOCATION: 1872 and 1888 N. Nova Road, Daytona Beach, FL 32117
EXISTING USE(S): business building on 1872 and 1888 is vacant - parking
PROPOSED USE(S): same
TOTAL ACREAGE: _____
WATER PROVIDER: _____ SEWER PROVIDER: _____
PRIVATE WELL _____ PRIVATE SEPTIC _____
CURRENT ZONING: Vol Co B-5(3) PROPOSED ZONING: CC-1 and B-4
CURRENT FUTURE LAND USE: Vol Co MXZ PROPOSED FUTURE LAND USE: General Commercial

APPLICANT INFORMATION:

Name: Cobb Cole/Jessica L. Gow, Esquire E-Mail: Jessica.Gow@CobbCole.com
Address: 149 S. Ridgewood Avenue, Suite 700 Daytona Beach, FL 32114 Phone: 386/323-9225
Company: Cobb Cole Fax: 386/323-9207

☐ Owner ☐ Agent for Owner ☒ Attorney for Owner

OWNER INFORMATION:

Name: LFC Holdings FC, LLC E-Mail: Jessica.Gow@CobbCole.com
Address: 39 Audobon Lane, Flagler Beach, FL 32136 Phone: 386/323-9225
Fax: 386/323-9207

CONSULTANT INFORMATION:

Name: _____ E-Mail: _____
Address: _____ Phone: _____
Company: _____ Fax: _____

Attachment: CPA and Rezone Application (2023-O-3065 : Nova Road - 1872 and 1888 CPA and Rezone - Ords. No. 3065 & 3066)

HOLLY HILL
FLORIDA
1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

01/2023

WHO SHOULD ALL COMMUNICATION BE DIRECTED TO?

_X_ APPLICANT _____ OWNER _____ CONSULTANT

APPLICATION TYPE(S)/FEE(S)*

LAND USE AMENDMENT

☐ LARGE SCALE FUTURE LAND USE AMENDMENT (>10 ACRES) $3,000.00
☒ SMALL SCALE FUTURE LAND USE AMENDMENT (≤10 ACRES) $2,000.00

REZONE (NON-PD)

☒ STRAIGHT REZONE / LDR TEXT AMENDMENT $1,400

REZONE (PD)

☐ PD REZONE $2,000
☐ MAJOR AMENDMENT TO EXISTING PD $1,250
☐ MINOR AMENDMENT TO EXISTING PD $400 (This does not include changes in uses items such or density but means minor changes such as layout and landscaping that do not affect the overall intent or "spirit" of the PD.

***THERE MAY BE ADDITIONAL PASS-THROUGH FEES FOR REVIEWS DONE BY REVIEWERS OUTSIDE OF THIS AGENCY. ALL FEES ARE DUE AT THE TIME OF APPLICATION SUBMITTAL.**

ATTACHMENT CHECKLIST

REQUIRED SUBMITTALS

☐ COPY OF PRE-APPLICATION COMMENTS. IF YOU HAVE NOT HAD A PRE-APPLICATION MEETING TO DISCUSS THIS PROJECT PLEASE CONTACT THE CITY PLANNER TO ARRANGE AN APPOINTMENT AT 386-248-9424.
☐ ELECTRONIC COPY OF ALL ITEMS SUBMITTED
☐ APPLICATION AND FEE
☐ PROOF THAT TAXES ARE CURRENT
☐ PROPERTY APPRAISER'S PROPERTY INFORMATION PRINTOUT
☐ OWNERSHIP DISCLOSURE FORM (ADD'L DOCUMENTATION MAY REQUIRED IF OWNER IS A TRUST OR CORPORATION)
☐ OWNER'S AUTHORIZATION FORM, IF APPLICABLE (ADD'L DOCUMENTATION REQUIRED IF OWNER IS A TRUST OR CORPORATION)
☐ 2 CURRENT SIGNED AND SEALED BOUNDARY SURVEYS
☐ LEGAL DESCRIPTION IN MS WORD FORMAT (EMAIL THIS TO THE CITY PLANNER)
☐ SCHOOL CAPACITY REVIEW – *IF PROPOSING OVER 10 RESIDENTIAL UNITS (CONTACT SCHOOL BOARD PLANNING & BUSINESS SERVICES AT 386-734-7190 FOR APPLICATION)*

Attachment: CPA and Rezone Application (2023-O-3065 : Nova Road - 1872 and 1888 CPA and Rezone - Ords. No. 3065 & 3066)

HOLLY HILL
FLORIDA
1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org 01/2023

- ☐ TRAFFIC IMPACT ANALYSIS FOR PROJECTS GENERATING OVER 1000 TRIPS PER DAY ACCORDING TO RATES PUBLISHED BY THE INSTITUTE OF TRANSPORTATION ENGINEERS "TRIP GENERATION MANUAL" (LATEST EDITION)
- ☐ DRAFT DEVELOPMENT ORDER IN MS WORD FORMAT (*PD REZONE ONLY – CONTACT THE CITY PLANNER)*
- ☐ PRELIMINARY DEVELOPMENT PLAN (***PD REZONE ONLY*** *- SEE CODE SEC. 114-771*)
- ☐ **REZONES ONLY**: ANSWER THE 8 QUESTIONS ATTACHED ON THE REZONING REQUIREMENTS SHEET
- ☐ **COMPREHENSIVE PLAN AMENDMENTS ONLY**: Provide a **Facility Demand Comparison**. For example, for the existing Future Land Use designation, show the demands on the city's infrastructure at the highest intensity, and for the proposed Future Land Use, show what the demands would be at the highest intensity. Show this information for the following facilities:
  - Potable Water
  - Sanitary Sewer
  - Stormwater
  - Transportation (Use current year ITE Trip Generation Rates–Provide PM Peak Hour and Avg Daily)
  - Solid Waste Collection
  - School (Residential Only)
- ☐ **COMPREHENSIVE PLAN AMENDMENTS ONLY**: Provide a **Demonstration of Capacity**: Show that there is capacity and ability to meet increased demands on facilities. The city's public works department can assist in providing information regarding potable water, sanitary sewer and solid waste.

Applicant's Signature: _____ 01/26/23
(Signature) ***(Date)***

Jessica L. Gow, Esquire
(Print)

Applications must be complete to initiate the review process. For questions please contact the City Planner at (386) 248-9424, fax (386) 248-9498 or email at bwalker@hollyhillfl.org

Attachment: CPA and Rezone Application (2023-O-3065 : Nova Road - 1872 and 1888 CPA and Rezone - Ords. No. 3065 & 3066)

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3194802 **Parcel ID: 424231010290**
LFC HOLDINGS FC LLC **1872 N NOVA RD, DAYTONA BEACH, FL**

Parcel Summary

Alternate Key:	3194802
Parcel ID:	424231010290
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	31 - 01 - 0290
Owner(s):	LFC HOLDINGS FC LLC - FS - Fee Simple - 100%
Mailing Address On File:	39 AUDOBON LN FLAGLER BEACH FL 32136
Physical Address:	1872 N NOVA RD, DAYTONA BEACH 32117
Property Use:	1700 - OFFICE 1 STORY
Tax District:	200-UNINCORPORATED - NORTHEAST
2022 Final Millage Rate:	18.2602
Neighborhood:	7060
Business Name:	VERDEGO LANDSCAPE
Subdivision Name:	
Homestead Property:	No

Attachment: PA Info Card - 1872 N Nova Rd (2023-O-3065 : Nova Road - 1872 and 1888 CPA and Rezone - Ords. No. 3065 & 3066)

Volusia County Property Appraiser
123 W. Indiana Ave., Rm. 102
DeLand, FL. 32720
Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3194811 **Parcel ID: 424231010291**
LFC HOLDINGS FC LLC **1888 N NOVA RD, DAYTONA BEACH, FL**

Parcel Summary

Alternate Key:	3194811
Parcel ID:	424231010291
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	31 - 01 - 0291
Owner(s):	LFC HOLDINGS FC LLC - FS - Fee Simple - 100%
Mailing Address On File:	39 AUDOBON LN FLAGLER BEACH FL 32136
Physical Address:	1888 N NOVA RD, DAYTONA BEACH 32117
Property Use:	1000 - VACANT COMM
Tax District:	200-UNINCORPORATED - NORTHEAST
2022 Final Millage Rate:	18.2602
Neighborhood:	7060
Business Name:	VERDEGO-PARKING LOT
Subdivision Name:	
Homestead Property:	No

Attachment: PA Info Card - 1888 N Nova Rd (2023-O-3065 : Nova Road - 1872 and 1888 CPA and Rezone - Ords. No. 3065 & 3066)

EXHIBIT A
LEGAL DESCRIPTION
Parcel Numbers 4242-31-01-0291 and 4242-31-01-0290

THE NORTHERLY 75 FEET OF LOT 29, AND THE SOUTHERLY 20 FEET OF LOT 30, (EXCEPTING THEREFROM THAT PORTION DEEDED FOR HIGHWAY PURPOSES AND EXCEPT THAT PORTION IN ORDER OF TAKING FILED IN OFFICIAL RECORDS BOOK 3742, PAGE 550), BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP THEREOF, RECORDED IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

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N MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL NUMBER: 4242-31-01- 0291

THE SOUTH 25 FEET OF LOT 29, BLOCK 1, LARSEN SUBDIVISION, AS PER MAP IN MAP BOOK 11, PAGE 252, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, INCLUDING THE NORTH 75 FEET OF UNPLATTED PART ADJOINING SAID LOT ON THE SOUTH, EXCEPT THAT PART TAKEN FOR ROAD RIGHT OF WAY AS SHOWN IN DEED BOOK 558, PAGE 353, AND AS PER DEED RECORDED IN O.R. BOOK 3694, PAGE 1071, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

MORE PARTICULARY DESCRIBED AS: COMMENCE AT THE NORTHWEST CORNER OF LOT 31, BLOCK 1, THENCE S25°48'33"E FOR A DISTANCE OF 275 FEET TO POINT OF BEGININNG, SAID POINT BEING 25 FEET NORTHWESTERLY FROM THE SOUTHERLY MOST CORNER OF LOT 29, BLOCK 1; THENCE CONTINUE S25°48'33"E FOR A DISTANCE OF 100 FEET ALONG THE EXTENSION OF THE SOUTHWESTERLY LOT LINE OF LOT 29, BLOCK 1; THENCE N64°14'23"E A DISTANCE OF 300 FEET TO A POINT ALONG THE EXTENSION LINE OF THE NORTHEASTERLY LOT LINE OF LOT 29, BLOCK 1; THENCE N25°48'33"W FOR A DISTANCE OF 100 FEET TO THE NORTH LINE OF THE SOUTH 25 FEET OF LOT 29, BLOCK 1; S64°14'23"W A DISTANCE OF 300 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THAT PORTION DEEDED FOR HIGHWAY PURPOSES AND EXCEPT THAT PORTION IN ORDER OF TAKING FILED IN OFFICIAL RECORDS BOOK 3742, PAGE 550), BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP THEREOF, RECORDED IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL NO. 4242-31-01-0290

Attachment: EXHIBIT A (2023-O-3065 : Nova Road - 1872 and 1888 CPA and Rezone - Ords. No. 3065 & 3066)

EXHIBIT B
PROPERTY LOCATION MAP

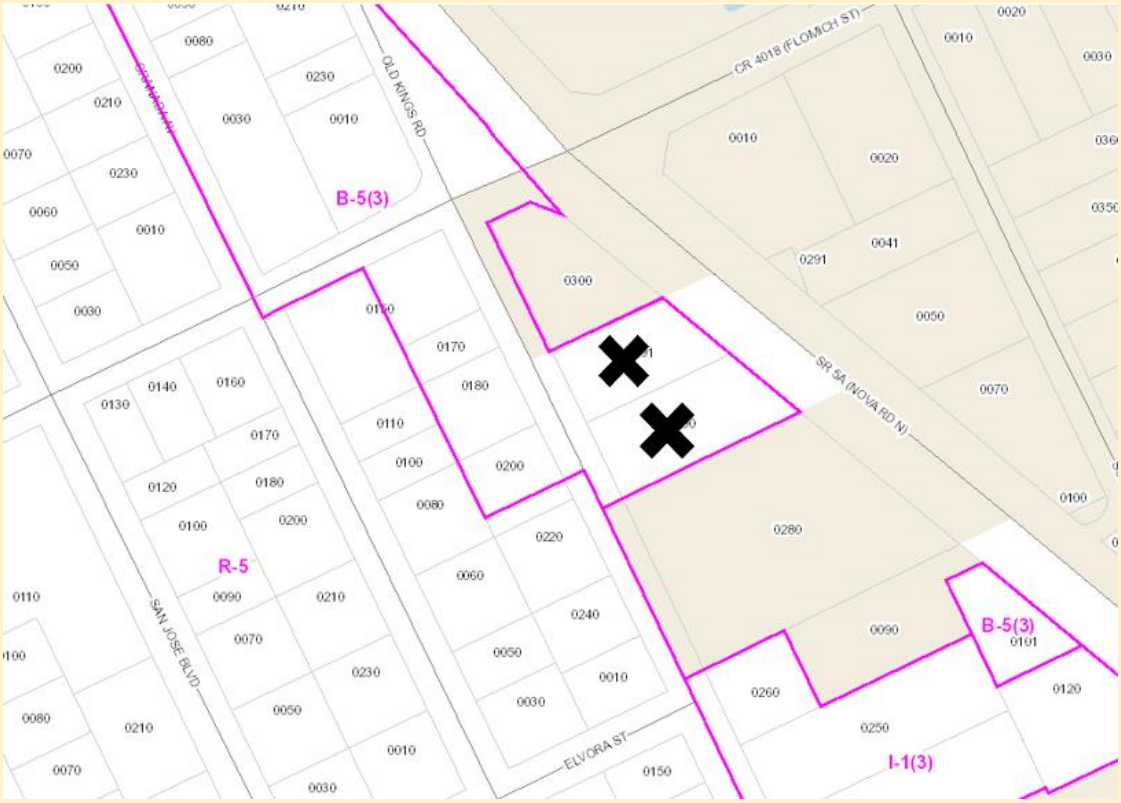


Attachment: EXHIBIT B (2023-O-3065 : Nova Road - 1872 and 1888 CPA and Rezone - Ords. No. 3065 & 3066)

Aerial – Parcels under consideration are marked with X



Parcels (marked with X)currently have Volusia County B-5 Zoning



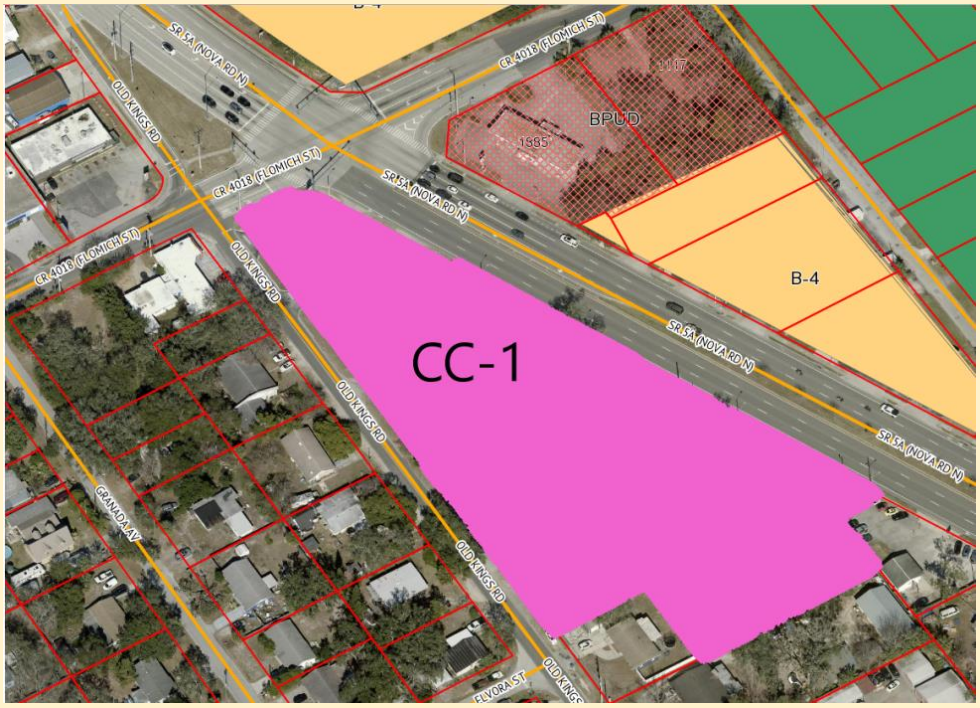
Parcels (marked with X) currently have Volusia County MXZ Future Land Use



Current Zoning Map of the Area



Proposed Zoning Map



Current FLU Map



Proposed FLU Map



Table 1: Land Use and Zoning Table

1872 and 1888 N. Nova Road

	Existing Development	Future Land Use Designation	Zoning Classification
Site	Office and Vacant Lot	MXZ	B-5 Volusia County
North	Commercial Development	Commercial	CC-1 (Holly Hill)
South	Commercial Development	Commercial	CC-1 (Holly Hill)
East	N. Nova Road & Commercial & Multi-family Development	Commercial	B-4 and BPUD (Holly Hill)
West	Mistletoe Drive and Single-Family Residential	UMI	R-5 (Volusia County)

Attachment: Zoning and Land Use Table (2023-O-3065 : Nova Road - 1872 and 1888 CPA and Rezone - Ords. No. 3065 & 3066)

FUTURE LAND USES

CURRENT FLU
MIXED USE ZONE (MXZ) - VOLUSIA COUNTY *- an area that contains a variety of land uses that are normally located within one development or a small geographical area. This designation allows for two distinct types of mixed-use zones; Existing and Planned.*

(a) Existing - An area that provides for a mixture of primarily commercial and industrial development with many different property owners. The uses are usually so intermixed and interrelated it becomes hard to distinguish between what is industrial and what is "heavy" commercial. The intermixture of these uses also presents a mapping problem. If an attempt was made to place individual designations on the Future Land Use Map, the scale of the map would make those areas indistinguishable.

The mixture of industrial and commercial uses has commonly been developed along "Truck Routes" or arterials in a strip fashion. In some instances, small clusters will exist that again have an indistinguishable mixture of commercial, residential and industrial. These zones have developed over time because of the faint distinction between what is considered industrial, warehousing and "heavy" commercial uses. Retail commercial, office use, and even some residential normally make up a minor part in each zone. The associated impacts, such as noise, dust, and odors, can make these areas somewhat undesirable for the less than "heavy" uses.

This designation was initially applied on the Future Land Use Map to areas that currently contain the above characteristics and typically contain areas less than fifteen (15) acres in size.

An Existing Mixed-Use Zone may retain the zoning classifications that exist at the time of adoption of the Comprehensive Plan. A change in zoning must be consistent with the future land use designation, however, if existing zoning is more intense than the future land use designation, a change to a similar intensity zoning classification may be permitted.

PROPOSED FLU
GENERAL COMMERCIAL (HOLLY HILL)
General commercial development - the ratio of building floor area to total site area shall not exceed 1.95 except for properties fronting on Ridgewood Avenue where a ratio of 4.55 may be permitted. (The ratio is calculated by dividing building floor area by site area.)

ZONING DISTRICTS

CURRENT ZONING
B-5 HEAVY COMMERCIAL (VOLUSIA COUNTY)
This classification is to provide areas for commercial uses and structures that are not generally compatible with B-4 uses and structures. Minimum 1 acre per lot.

PROPOSED ZONING
CC-1, COMMERCIAL CORRIDOR DISTRICT
Sec. 114-591. - Scope.

This division shall apply to the CC-1 commercial corridor district.

Attachment: Zoning and FLU Descriptions (2023-O-3065 : Nova Road - 1872 and 1888 CPA and Rezone - Ords. No. 3065 & 3066)

Sec. 114-592. - Intent.

The CC-1 district regulations are intended to promote a relatively intense mix of uses along Ridgewood Avenue, including general retail, wholesale commercial, light industrial and limited residential uses, that are compatible and functionally related so as to enhance the economy of the area; to promote functionally efficient and visually attractive open spaces along the street and between buildings; and to promote the efficient use of Ridgewood Avenue and to minimize the deleterious effects of vehicle turning movements on its traffic-carrying capacity through reasonable access controls.

Sec. 114-593. - Permitted principal uses and structures.

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

(1) Administrative offices.

(2) Adult congregate living facilities not exceeding 65 clients per acre (licensed capacity).

(3) Adult day care centers.

(4) Banks and savings and loans.

(5) Barbershops.

(6) Bars and nightclubs, except when such uses are located on a parcel abutting any R-1 through R-9 zoned property.

(7) Beauty salons.

(8) Business services.

(9) Carwash facilities, except when located on property adjacent to Ridgewood Avenue or LPGA Blvd., in which case such use is allowed by special exception.

(10) Child day care centers.

(11) Civic, fraternal and service organizations.

(12) Clubs, private.

(13) Convenience grocery stores.

(14) General office uses.

(15) Hospitals.

(16) Hotels/motels.

(17) Houses of worship.

(18) 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.

(19) Manufacturing (light industrial).

(20) Marinas.

(21) Medical and dental clinics.

(22) Miniwarehouses.

(23) Motor vehicle sales and rentals.

(24) Newsstands.

Attachment: Zoning and FLU Descriptions (2023-O-3065 : Nova Road - 1872 and 1888 CPA and Rezone - Ords. No. 3065 & 3066)

(25) Personal services.

(26) Prescription pharmacies.

(27) Professional services offices.

(28) Public uses.

(29) Public utility uses and structures.

(30) Recreational vehicles and equipment sales (including boat sales).

(31) Residential dwelling units (not more than ten dwelling units per acre in conjunction with a nonresidential use only).

(32) Rest and convalescent homes.

(33) Restaurants, type A or B, except when such uses are located on a parcel abutting any R-1 through R-9 zoned property.

(34) Retail sales and services.

(35) Retail specialty shops.

(36) Self-service laundromats.

(37) Shopping centers.

(38) Veterinary clinics.

(39) Warehousing and distribution.

(40) Motor vehicle and marine sales, services, parts and repair.

(41) Paint and body shops, except when such uses are located on a parcel abutting Ridgewood Avenue (U.S. 1/S.R. 5) or abutting any R-1 through R-9 zoned property.

NEWKIRK ENGINEERING, INC.
CIVIL ENGINEERING - TRANSPORTATION - CEI - LANDSCAPE ARCHITECTURE
1230 N US HWY 1, SUITE 3, ORMOND BEACH, FLORIDA 32174 386-872-7794

June 6th, 2023

Brian M. Walker, AICP, Community Development Director
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117
386-248-9424

RE: Parcels: 4242-31-01-0290 & 4242-31-01-0291
Trip Generation Statement

Dear Mr. Walker,

The proposed project consists of the rezoning, comprehensive plan amendment and Annexation of Parcels 4242-31-01-0290 and 4242-31-01-0291 from Unincorporated Volusia County to City of Holly Hill. Expected trip generation changes for the site is as follows:

FLU	Description / ITE Code	UNIT	ITE Vehicle Trip Generation Rates							
			DAILY	AM	AM In	AM Out	PM	PM In	PM Out	Pass-By
VC - MIXED USE	STRIP RETAIL PLAZA (822)	KSF	54.45	7.60	50%	50%	13.24	55%	45%	0%
HH - GEN RET COMM	STRIP RETAIL PLAZA (822)	KSF	54.45	7.60	50%	50%	13.24	55%	45%	0%
ACTUAL USE	SPECIALTY TRADE (180)	KSF	9.82	1.98	77%	23%	2.18	38%	62%	0%

	Existing Conditions	Unit	Total Distribution of Generated Trips							
	Description (ITE Code)		Daily	AM Hour	AM In	AM Out	PM Hour	PM In	PM Out	Pass-By
ALL PARCELS	STRIP RETAIL PLAZA (822)	12.63	688	96	48	48	167	92	75	0
	Total Existing	**12.63**	**688**	**96**	**48**	**48**	**167**	**92**	**75**	**0**

	Proposed Conditions	Unit	Total Distribution of Generated Trips							
	Description (ITE Code)		Daily	AM Hour	AM In	AM Out	PM Hour	PM In	PM Out	Pass-By
ALL PARCELS	**STRIP RETAIL PLAZA (822)**	12.63	688	96	48	48	167	92	75	0
	Total Proposed	**12.63**	**688**	**96**	**48**	**48**	**167**	**92**	**75**	**0**

	Actual Conditions	Unit	Total Distribution of Generated Trips							
	Description (ITE Code)		Daily	AM Hour	AM In	AM Out	PM Hour	PM In	PM Out	Pass-By
ALL PARCELS	**SPECIALTY TRADE (180)**	1.56	15	3	2	1	3	1	2	0
	Total Actual	**1.56**	**15**	**3**	**2**	**1**	**3**	**1**	**2**	**0**

*ASSUME 35% Max Building Area

The current FLU is Volusia County MIXED USE with the proposed FLU being City GENERAL RETAIL COMMERCIAL. Maximum ITE codes were used to properly estimate the maximum expected trips given the requested use and zoning and the parcel size, shape, and location.

The two ITE Codes used in the chart are **(822) Strip Retail Plaza** and **(180) Specialty Trade Contractor**. The existing and proposed land use and zoning allow for the same uses of the property, therefore, the maximum building percentage of 35% was used to estimate trip generation for the Existing and Proposed

Attachment: Traffic Statement (2023-O-3065 : Nova Road - 1872 and 1888 CPA and Rezone - Ords. No. 3065 & 3066)

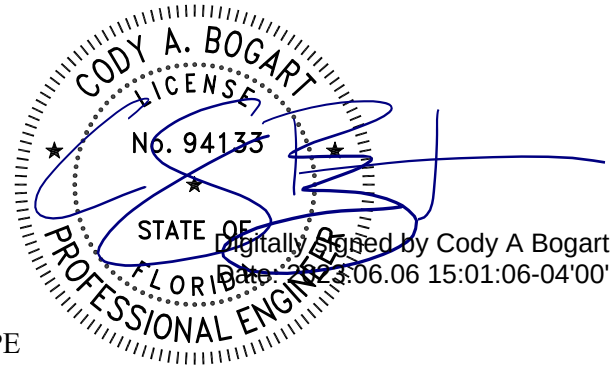
scenarios. A third calculation table was provided to show the actual use of the project today (VerdeGo Landscaping).

Based on the 11th generation Trip Generation a total of 688 daily, 96 AM peak hour, and 167 PM Peak hour trips will be generated from the highest intensity use for the proposed land (Strip Retail Plaza). No increase is seen from the request in zoning and land use change. The 688 anticipated daily trips do not trip the City's threshold requirement of 1000 daily trips and therefore this application does not constitute a full TIA study to be conducted.

As the table above shows, the actual use of the current business on site is a "Specialty Trade Contractor" use that generates an estimated 15 daily, 3 AM peak hour, and 3 PM Peak hour trips.

If you have any questions or need additional information, please feel free to call or email me at Cody@Newkirk-Engineering.com.

Sincerely,
Newkirk Engineering, Inc.



Cody Bogart, PE
Project Engineer

1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 872-7794
www.Newkirk-Engineering.com
C.A. # 30209
L.C. # 26000584
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NEWKIRK ENGINEERING INC.
Civil Engineering, Transportation, CEI & Landscape Architecture

Attachment: Traffic Statement (2023-O-3065 : Nova Road - 1872 and 1888 CPA and Rezone - Ords. No. 3065 & 3066)

Land Use: 822
Strip Retail Plaza (<40k)

Description

A strip retail plaza is an integrated group of commercial establishments that is planned, developed, owned, and managed as a unit. Each study site in this land use has less than 40,000 square feet of gross leasable area (GLA). Because a strip retail plaza is open-air, the GLA is the same as the gross floor area of the building.

The 40,000 square feet GFA threshold between strip retail plaza and shopping plaza (Land Use 821) was selected based on an examination of the overall shopping center/plaza database. No shopping plaza with a supermarket as its anchor is smaller than 40,000 square feet GLA.

Shopping center (>150k) (Land use 820), shopping plaza (40-150k) (Land Use 821), and factory outlet center (Land Use 823) are related uses.

Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alberta (CAN), California, Delaware, Florida, New Jersey, Ontario (CAN), South Dakota, Vermont, Washington, and Wisconsin.

Source Numbers

304, 358, 423, 428, 437, 507, 715, 728, 936, 960, 961, 974, 1009

Attachment: Traffic Statement (2023-O-3065 : Nova Road - 1872 and 1888 CPA and Rezone - Ords. No. 3065 & 3066)

Strip Retail Plaza (<40k)
(822)

Vehicle Trip Ends vs: **1000 Sq. Ft. GLA**
On a: **Weekday**

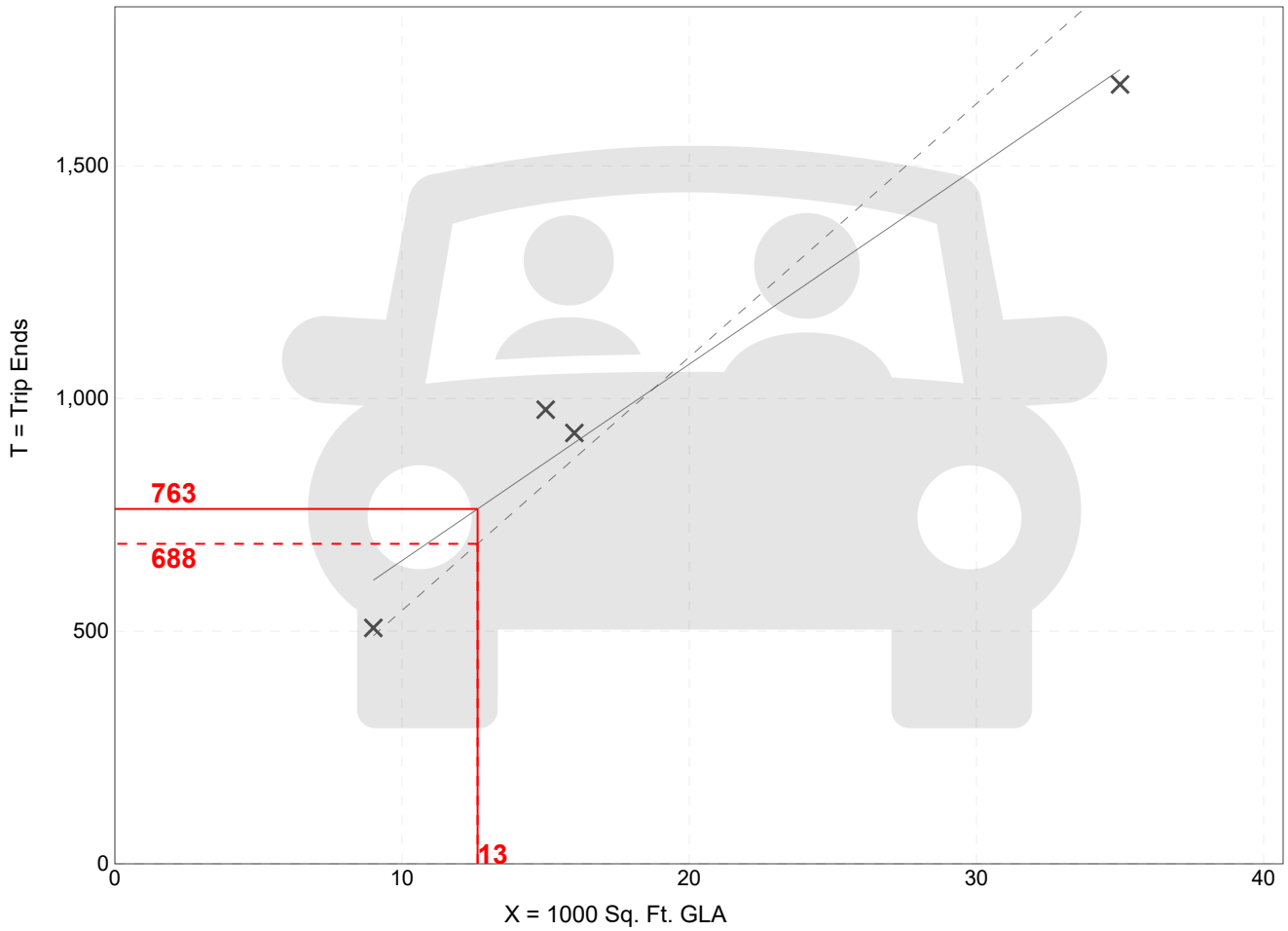
Setting/Location: **General Urban/Suburban**
Number of Studies: 4
Avg. 1000 Sq. Ft. GLA: 19
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
54.45	47.86 - 65.07	7.81

Data Plot and Equation

Caution – Small Sample Size



Fitted Curve Equation: T = 42.20(X) + 229.68

R^2= 0.96

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Attachment: Traffic Statement (2023-O-3065 : Nova Road - 1872 and 1888 CPA and Rezone - Ords. No. 3065 & 3066)

Strip Retail Plaza (<40k)
(822)

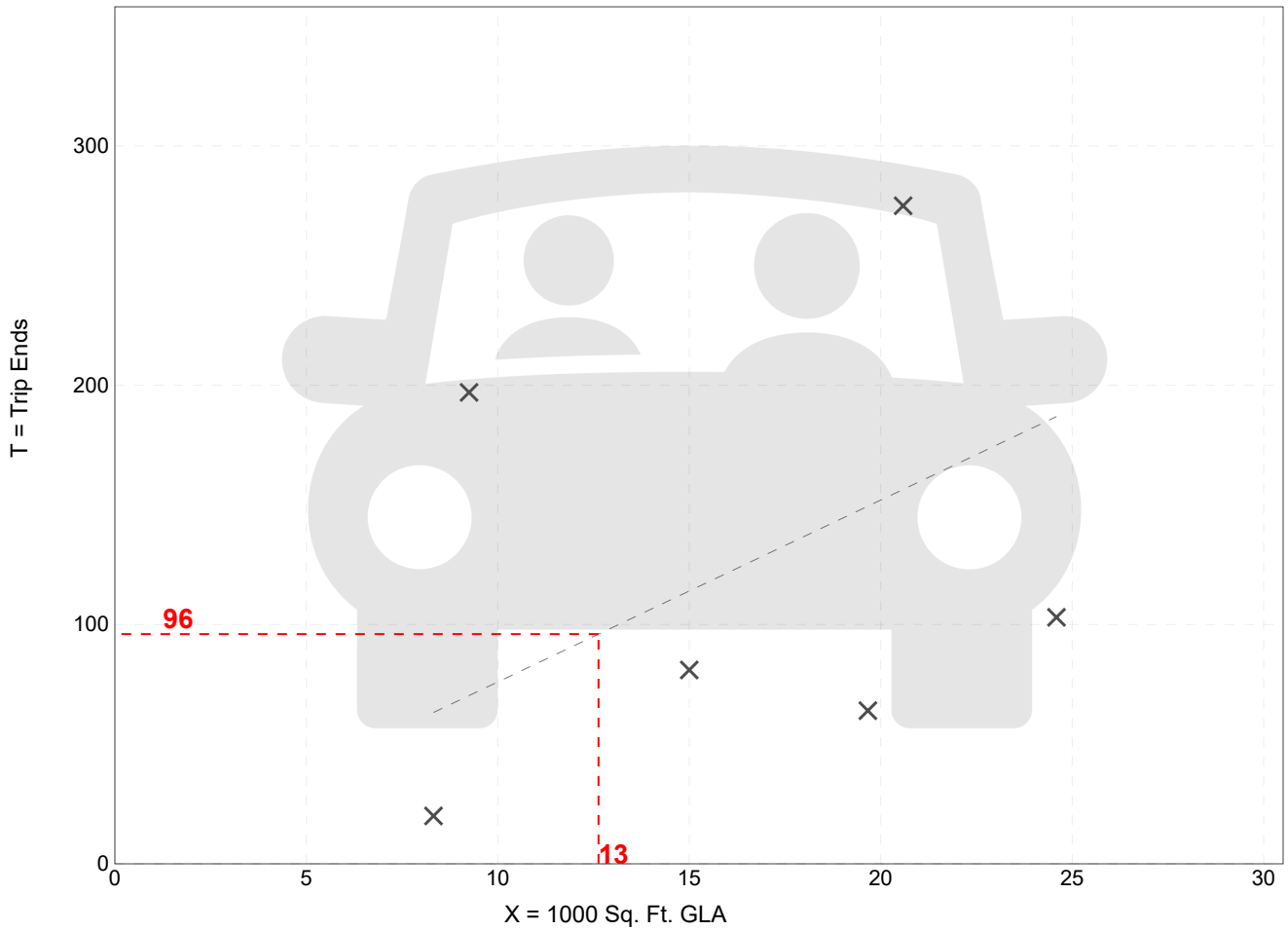
Vehicle Trip Ends vs: **1000 Sq. Ft. GLA**
On a: **Weekday,**
AM Peak Hour of Generator

Setting/Location: **General Urban/Suburban**
Number of Studies: 6
Avg. 1000 Sq. Ft. GLA: 16
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
7.60	2.40 - 21.30	6.45

Data Plot and Equation



Fitted Curve Equation: Not Given

R^2= **

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Attachment: Traffic Statement (2023-O-3065 : Nova Road - 1872 and 1888 CPA and Rezone - Ords. No. 3065 & 3066)

Strip Retail Plaza (<40k)
(822)

Vehicle Trip Ends vs: **1000 Sq. Ft. GLA**
On a: **Weekday,**
PM Peak Hour of Generator

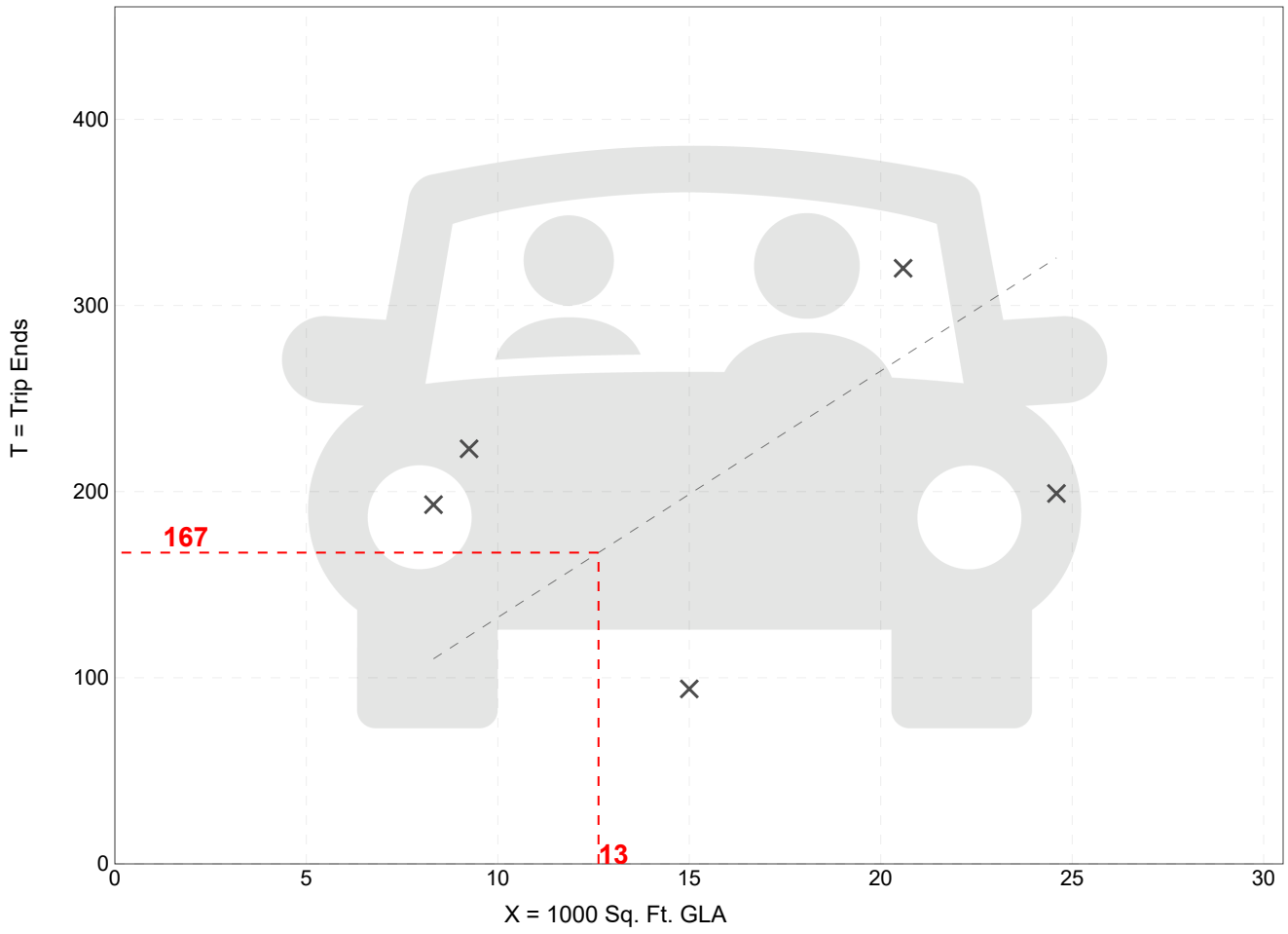
Setting/Location: **General Urban/Suburban**
Number of Studies: 5
Avg. 1000 Sq. Ft. GLA: 16
Directional Distribution: 54% entering, 46% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
13.24	6.27 - 24.11	7.40

Data Plot and Equation

Caution – Small Sample Size



Fitted Curve Equation: Not Given

R^2= ****

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Attachment: Traffic Statement (2023-O-3065 : Nova Road - 1872 and 1888 CPA and Rezone - Ords. No. 3065 & 3066)

Land Use: 180
Specialty Trade Contractor

Description

A specialty trade contractor is a business primarily involved in providing contract repairs and services to meet industrial or residential needs. This land use includes businesses that provide the following services: plumbing, heating and cooling, machine repair, electrical and mechanical repair, industrial supply, roofing, locksmith, weed and pest control, and cleaning.

Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

The sites were surveyed in the 2010s in Texas.

Source Numbers

889, 890

Attachment: Traffic Statement (2023-O-3065 : Nova Road - 1872 and 1888 CPA and Rezone - Ords. No. 3065 & 3066)

Specialty Trade Contractor
(180)

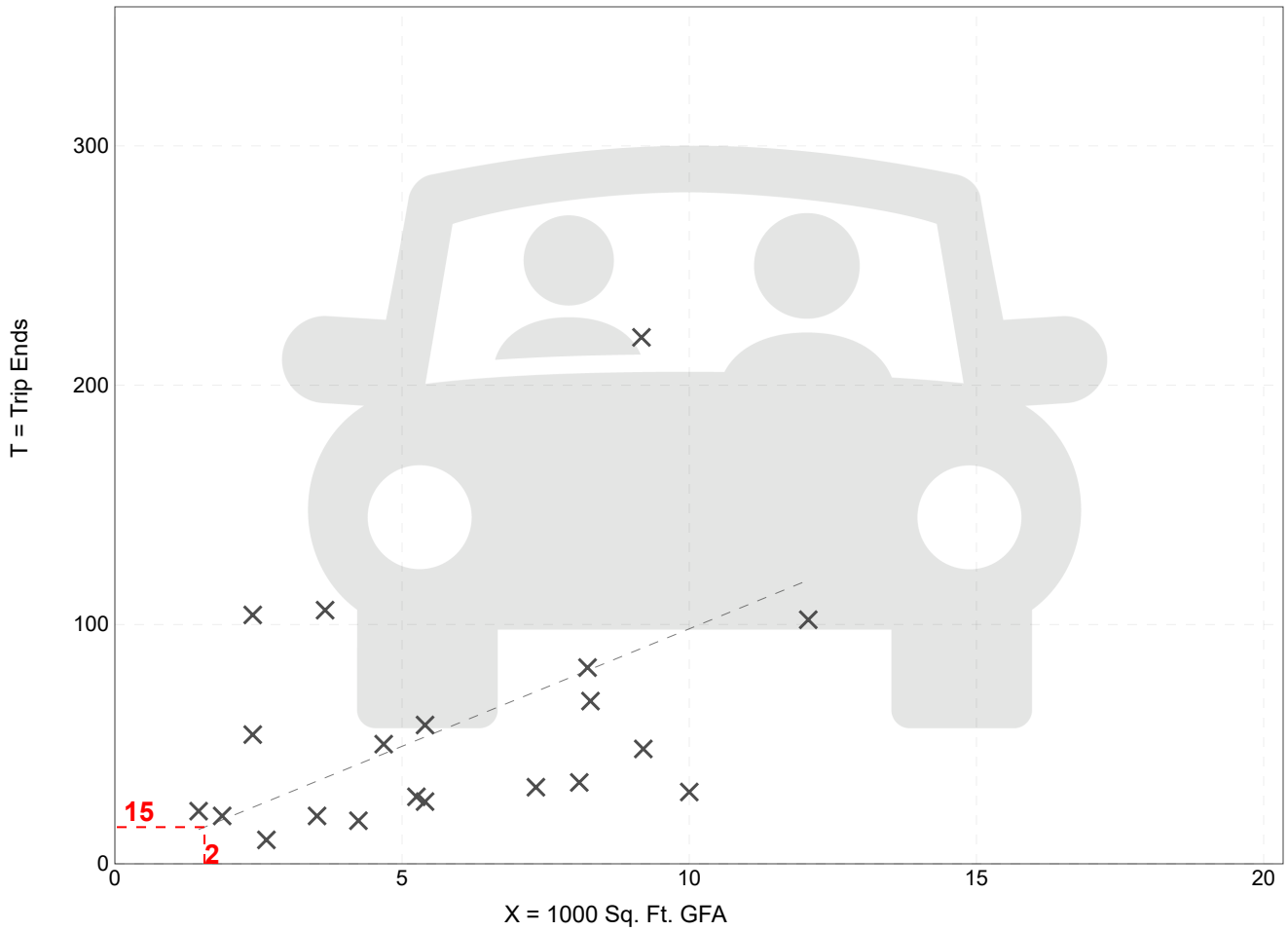
Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday**

Setting/Location: **General Urban/Suburban**
Number of Studies: 20
Avg. 1000 Sq. Ft. GFA: 6
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
9.82	3.00 - 43.33	8.56

Data Plot and Equation



Fitted Curve Equation: Not Given

R^2= **

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Attachment: Traffic Statement (2023-O-3065 : Nova Road - 1872 and 1888 CPA and Rezone - Ords. No. 3065 & 3066)

Specialty Trade Contractor
(180)

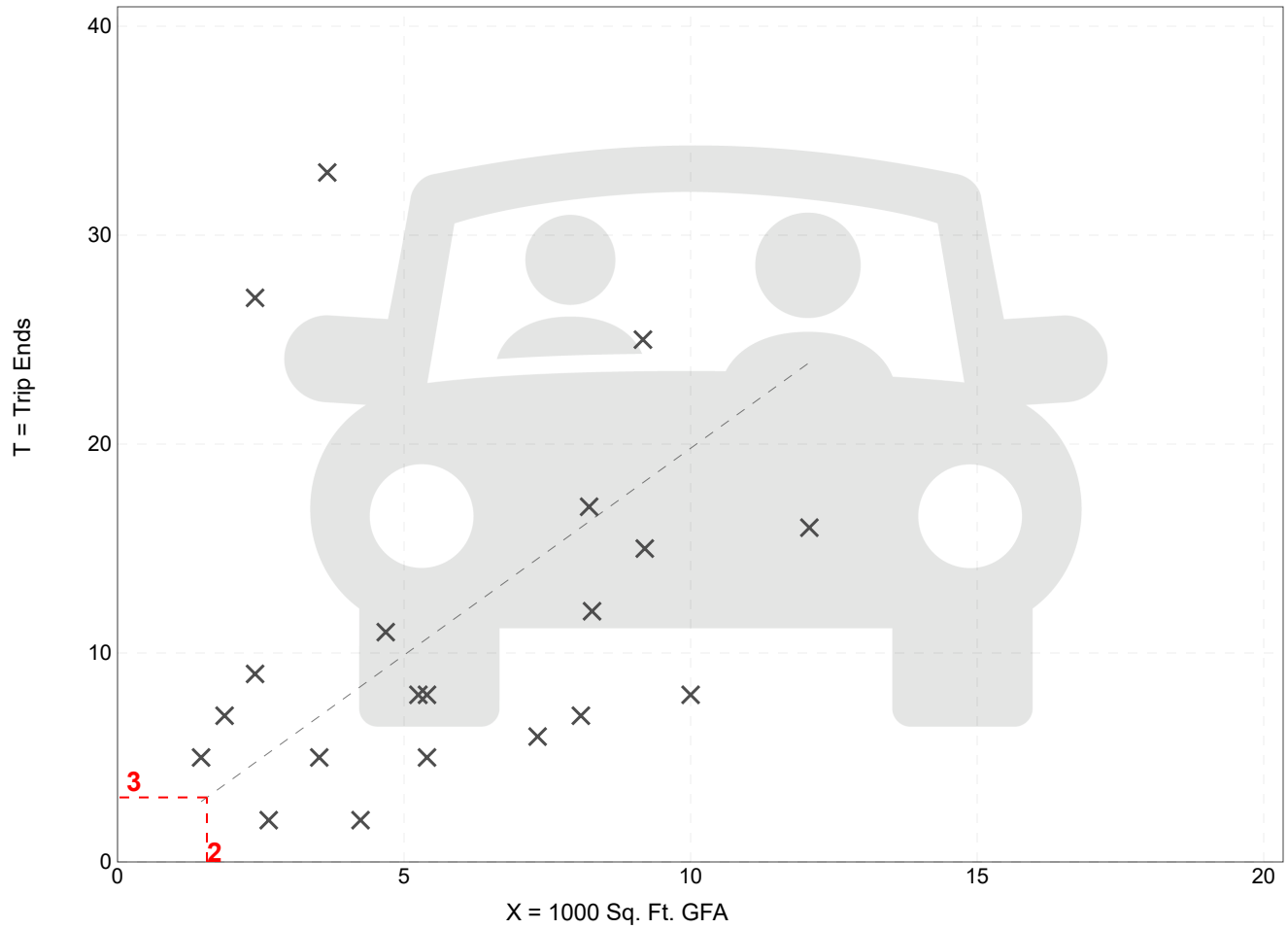
Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday,**
AM Peak Hour of Generator

Setting/Location: **General Urban/Suburban**
Number of Studies: 20
Avg. 1000 Sq. Ft. GFA: 6
Directional Distribution: 77% entering, 23% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.98	0.47 - 11.25	2.08

Data Plot and Equation



Fitted Curve Equation: Not Given

R^2= **

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Attachment: Traffic Statement (2023-O-3065 : Nova Road - 1872 and 1888 CPA and Rezone - Ords. No. 3065 & 3066)

Specialty Trade Contractor
(180)

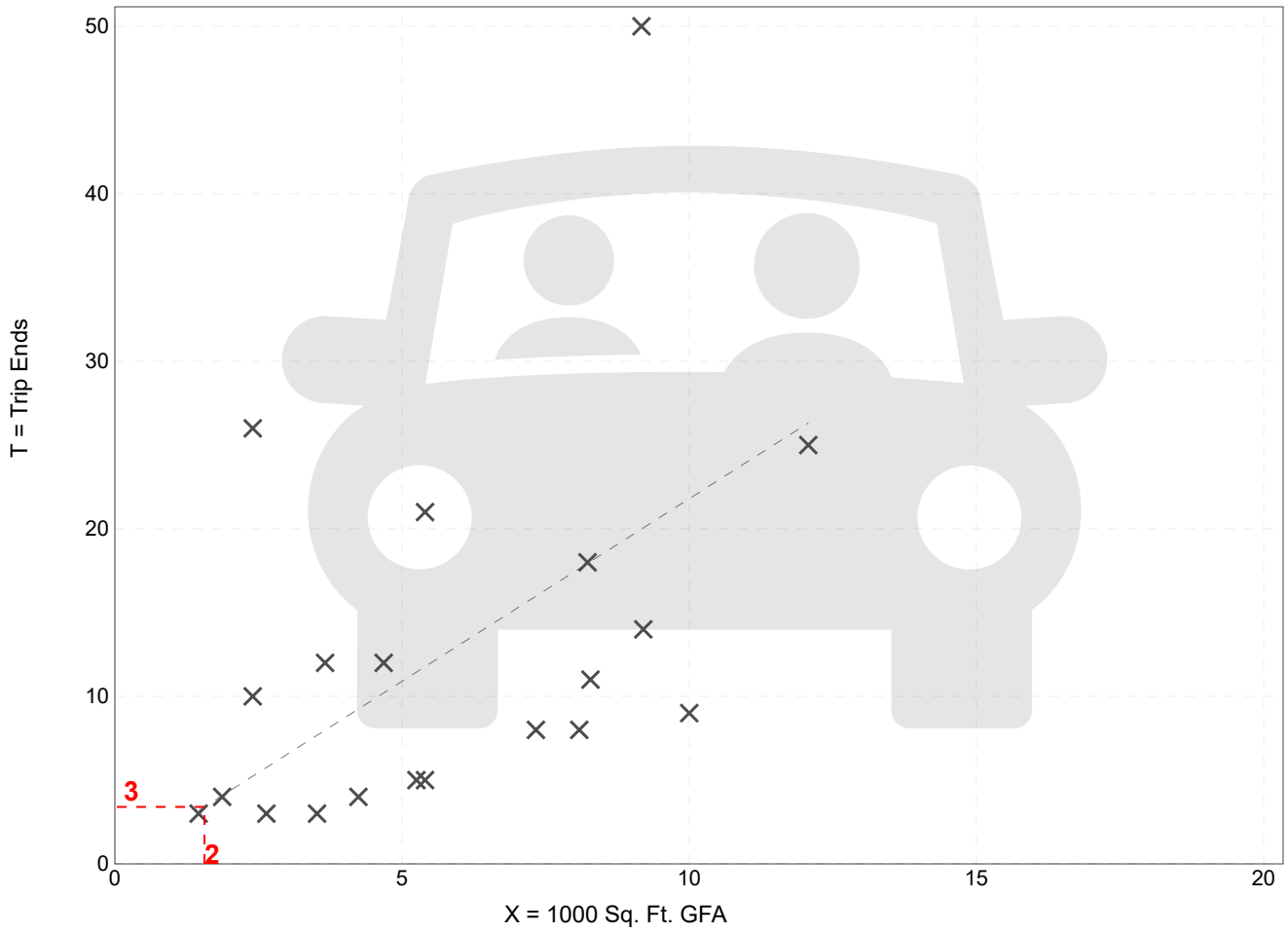
Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday,**
PM Peak Hour of Generator

Setting/Location: **General Urban/Suburban**
Number of Studies: 20
Avg. 1000 Sq. Ft. GFA: 6
Directional Distribution: 38% entering, 62% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
2.18	0.85 - 10.83	1.88

Data Plot and Equation



Fitted Curve Equation: Not Given

R^2= **

Trip Gen Manual, 11th Edition • Institute of Transportation Engineers

Attachment: Traffic Statement (2023-O-3065 : Nova Road - 1872 and 1888 CPA and Rezone - Ords. No. 3065 & 3066)

NEWKIRK ENGINEERING, INC.
CIVIL ENGINEERING - TRANSPORTATION - CEI - LANDSCAPE ARCHITECTURE
1230 N US HWY 1, SUITE 3, ORMOND BEACH, FLORIDA 32174 386-872-7794

Auguat 14th, 2023

Brian M. Walker, AICP, Community Development Director
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117
386-248-9424

RE: Parcels: 4242-31-01-0290 & 4242-31-01-0291
Utility Demand Statement
Water, Sewer, Stormwater, & Solid Waste

Dear Mr. Walker,

Submitted is a Utility Demand Calculation for the above referenced project which proposes the rezoning, comprehensive plan amendment and Annexation of Parcels 4242-31-01-0290 and 4242-31-01-0291 from Unincorporated Volusia County to City of Holly Hill.

Water & Sewer

The FDEP demand calculations show the water and sewer demands in accordance with the Holly Hill and FDEP rates. With the proposed parcel annexation and rezoning, there are no anticipated changes in the average or peak daily flow rates. The anticipated maximum gross building area is the same for a potential development on these parcels. The actual property building use is substantially lower than the calculations shown.

NOVA RD
FLOW DETERMINATIONS FOR FDEP APPLICATIONS
AVERAGE DAILY FLOW

ESTABLISHMENT	UNIT	FACTOR	NO. OF UNITS	TOTAL ERU'S
Commercial				
Office Building (Add food service & retail space)	Per 1,000 sq. ft. gross	0.334	12.630	4.218

ERU COMBINED ERU's	
Combined Above ERU's =	4.218
Fixture Units for Establishments (Uses) not listed in above tables =	0
Additional ERU's Based on Remaining Unit Fixtures =	0.000
Total Combined ERU's =	4.218
Is Sanitary Sewer applicable to the project (enter Y or N)? =	Y
Sewer Multiplier =	0.75
AVERAGE DAILY FLOW (ADF)	
Water = ERU x 300 GPD	1,266 GPD
Sewer = Water ADF * Sewer Multiplier =	949 GPD
MAXIMIUM DAILY FLOW	
Water = 2 x ADF =	2,531 GPD
Sewer = 2 x ADF =	1,898 GPD
PEAK HOURLY FLOW	
Water = 4 x ADF =	3.5 gpm
Peak Factor =	4.0
Sewer = Peak Factor x ADF =	2.6 gpm

Stormwater

There is no existing maximum impervious site coverage for the site as per the Volusia County municipal code for a property in B-5 zoning. The proposed change in zoning will be from Volusia County B-5 to Holly Hill CC-1. The maximum site coverage for a property in CC-1 zoning in Holly Hill is 75% of the total site area. However, due to landscape buffer requirements, the maximum buildable impervious area is 71.8%. This maximum impervious area (71.8%) with govern the stormwater runoff calculation. This percentage is reflected in the "C" value in the calculations and as a result, equal runoff is produced. The rainfall intensity used for this calculation is 9 inches per hour in both the existing and proposed calculations. The drainage area "A" is equivalent to the total site area. The proposed site will not cause adverse impacts due to storm water by following Holly Hill, FDOT, and SJRWMD Regulations.

Attachment: Utility Demand Report (2023-O-3065 : Nova Road - 1872 and 1888 CPA and Rezone - Ords. No. 3065 & 3066)

EXISTING CONDITIONS

Q = CiA

Q	=	Runoff (acre-ft)
C	=	Runoff Coefficient
i	=	Rainfall Intensity (in/hour)
A	=	Drainage Area (ac)
Q	=	(0.718)(9.0 in/hr)(0.828 ac)
Q	=	0.445 acre-ft

PROPOSED CONDITIONS

Q = CiA

Q	=	Runoff (acre-ft)
C	=	Runoff Coefficient
i	=	Rainfall Intensity (in/hour)
A	=	Drainage Area (ac)
Q	=	(0.718)(9.0 in/hr)(0.828 ac)
Q	=	0.445 acre-ft

As the maximum buildable area of the total site has not increased nor decreased in comparison to existing conditions, the runoff will remain the same for proposed conditions.

Solid Waste

Due to the uses listed in the zoning and land use requested, the site can be served by a single or double dumpster location like most commercial locations. No toxic byproducts or materials waste is expected to stem from uses allowed in this zoning. It is the owners responsibility to coordinate with the city and its contractors for proper removal of solid waste products.

If you have any questions or need additional information, please feel free to call or email me at Cody@Newkirk-Engineering.com.

Sincerely,
Newkirk Engineering, Inc.

Cody Bogart, PE
Project Engineer

CODY A. BOGART LICENSE No. 94133 STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by Cody A Bogart
Date: 2023.08.14 12:42:29-04'00'

1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 872-7794
www.Newkirk-Engineering.com
C.A. # 30209
L.C. # 26000584
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NEWKIRK ENGINEERING INC.
Civil Engineering, Transportation, CEI & Landscape Architecture

Attachment: Utility Demand Report (2023-O-3065 : Nova Road - 1872 and 1888 CPA and Rezone - Ords. No. 3065 & 3066)

BOUNDARY SURVEY

LEGAL DESCRIPTION:

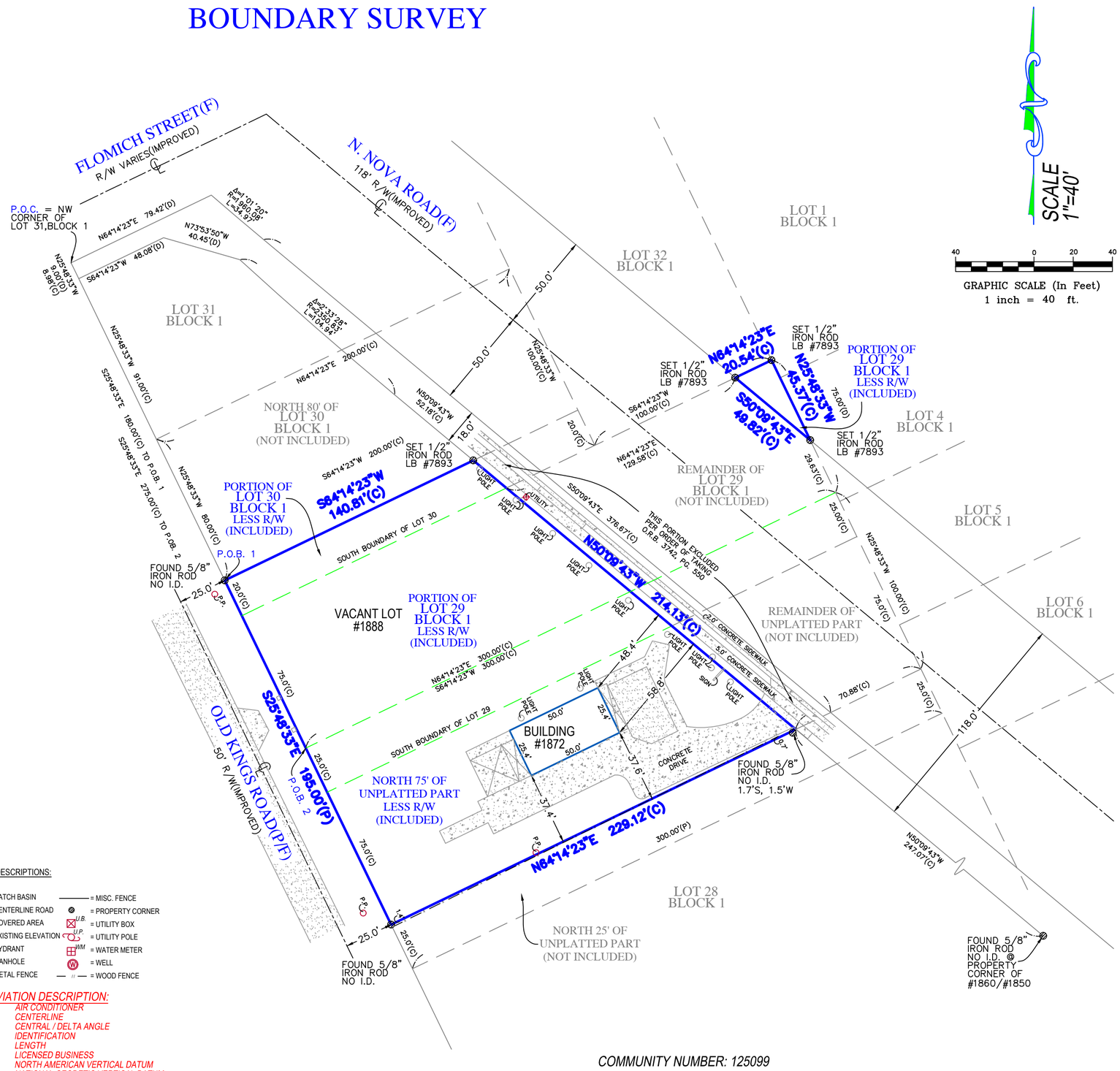
THE NORTHERLY 75 FEET OF LOT 29, AND THE SOUTHERLY 20 FEET OF LOT 30, (EXCEPTING THEREFROM THAT PORTION DEEDED FOR HIGHWAY PURPOSES AND EXCEPT THAT PORTION IN ORDER OF TAKING FILED IN OFFICIAL RECORDS BOOK 3742, PAGE 550), BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP THEREOF, RECORDED IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

MORE PARTICULARLY DESCRIBED AS: COMMENCE AT THE NORTHWEST CORNER OF LOT 31, BLOCK 1, THENCE S25°48'33"E FOR A DISTANCE OF 180 FEET TO POINT OF BEGININNG, SAID POINT BEING 20 FEET NORTHWESTERLY FROM THE SOUTHERLY MOST CORNER OF LOT 30, BLOCK 1; THENCE CONTINUE S25°48'33"E FOR A DISTANCE OF 95 FEET TO A POINT THAT IS 25' NORTHWESTERLY FROM THE SOUTHERLY MOST CORNER OF LOT 29, BLOCK 1; THENCE N64°14'23"E A DISTANCE OF 300 FEET TO A POINT ON THE NORTHEASTERLY BOUNDARY OF LOT 29; THENCE N25°48'33"W FOR A DISTANCE OF 75 FEET TO THE NORTHEREASTERLY CORNER OF LOT 29, BLOCK 1; THENCE S64°14'23"W A DISTANCE OF 100 FEET TO THE EASTERLY MOST CORNER OF LOT 30, BLOCK 1; THENCE N25°48'33"W FOR A DISTANCE OF 20 FEET TO THE NORTH LINE OF THE SOUTH 20 FEET OF LOT 30, BLOCK 1; THENCE S64°14'23"W A DISTANCE OF 200 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THAT PORTION DEEDED FOR HIGHWAY PURPOSES AND EXCEPT THAT PORTION IN ORDER OF TAKING FILED IN OFFICIAL RECORDS BOOK 3742, PAGE 550), BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP THEREOF, RECORDED IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
PARCEL NUMBER: 4242-31-01- 0291

THE SOUTH 25 FEET OF LOT 29, BLOCK 1, LARSEN SUBDIVISION, AS PER MAP IN MAP BOOK 11, PAGE 252, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, INCLUDING THE NORTH 75 FEET OF UNPLATTED PART ADJOINING SAID LOT ON THE SOUTH, EXCEPT THAT PART TAKEN FOR ROAD RIGHT OF WAY AS SHOWN IN DEED BOOK 558, PAGE 353, AND AS PER DEED RECORDED IN O.R. BOOK 3694, PAGE 1071, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

MOREPARTICULARY DESCRIBED AS: COMMENCE AT THE NORTHWEST CORNER OF LOT 31, BLOCK 1, THENCE S25°48'33"E FOR A DISTANCE OF 275 FEET TO POINT OF BEGININNG, SAID POINT BEING 25 FEET NORTHWESTERLY FROM THE SOUTHERLY MOST CORNER OF LOT 29, BLOCK 1; THENCE CONTINUE S25°48'33"E FOR A DISTANCE OF 100 FEET ALONG THE EXTENSION OF THE SOUTHWESTERLY LOT LINE OF LOT 29, BLOCK 1; THENCE N64°14'23"E A DISTANCE OF 300 FEET TO A POINT ALONG THE EXTENSION LINE OF THE NORTHEASTERLY LOT LINE OF LOT 29, BLOCK 1; THENCE N25°48'33"W FOR A DISTANCE OF 100 FEET TO THE NORTH LINE OF THE SOUTH 25 FEET OF LOT 29, BLOCK 1; S64°14'23"W A DISTANCE OF 300 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THAT PORTION DEEDED FOR HIGHWAY PURPOSES AND EXCEPT THAT PORTION IN ORDER OF TAKING FILED IN OFFICIAL RECORDS BOOK 3742, PAGE 550), BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP THEREOF, RECORDED IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
PARCEL NO. 4242-31-01-0290

CERTIFIED TO:
COVENANT CLOSING & TITLE SERVICES



SYMBOL DESCRIPTIONS:

= CATCH BASIN	= MISC. FENCE
= CENTERLINE ROAD	= PROPERTY CORNER
= COVERED AREA	= UTILITY BOX
= EXISTING ELEVATION	= UTILITY POLE
= HYDRANT	= WATER METER
= MANHOLE	= WELL
= METAL FENCE	= WOOD FENCE

ABBREVIATION DESCRIPTION:

A/C	AIR CONDITIONER
℄	CENTERLINE
Δ	CENTRAL / DELTA ANGLE
I.D.	IDENTIFICATION
L	LENGTH
LB	LICENSED BUSINESS
N.A.V.D.	NORTH AMERICAN VERTICAL DATUM
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
OHL	OVERHEAD UTILITIES
P.C.	POINT OF CURVATURE
P.C.C.	POINT OF COMPOUND CURVE
P-K	PARKER KYLON NAIL
P.R.C.	POINT OF REVERSE CURVE
PSM	PROFESSIONAL SURVEYOR MAPPER
P.T.	POINT OF TANGENCY
R	RADIAL / RADIUS
R/W	RIGHT OF WAY

SURVEY NOTES
CONCRETE DRIVE CROSSING OVER PROPERTY LINE ON EASTERLY SIDE OF LOT.

THERE ARE FENCES NEAR THE SOUTHERLY SIDE OF THE PROPERTY.

REVISIONS:
4/3/23 - ADDED MEETS AND BOUNDS

COMMUNITY NUMBER: 125099
PANEL: 12127C0352
SUFFIX: H
FLOOD ZONE: X
FIELD WORK: 10/22/2021

PROPERTY ADDRESS:
1888/1872 NORTH NOVA ROAD
DAYTONA BEACH, FL 32117

SURVEY NUMBER: 508618

SURVEYORS CERTIFICATE:
I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION. NOT VALID WITHOUT A RAISED EMBOSSED SEAL AND SIGNATURE.

(SIGNED) Kenneth J Osborne — Digitally signed by Kenneth J Osborne Date: 2023.04.03 16:33:24 -04'00'

KENNETH J OSBORNE
PROFESSIONAL SURVEYOR AND MAPPER #6415

GENERAL NOTES:
1) LEGAL DESCRIPTION PROVIDED BY OTHERS
2) THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS OR OTHER RECORDED ENCUMBRANCES NOT SHOWN ON THE PLAT
3) IMPROVEMENTS WERE NOT LOCATED. FOUNDATIONS OR OTHER IMPROVEMENTS WERE NOT LOCATED.
4) WALL TIES ARE TO THE FACE OF THE WALL AND ARE NOT TO BE USED TO RECONSTRUCT BOUNDARY LINES.
5) ONLY VISIBLE ENCROACHMENTS LOCATED.
6) DIMENSIONS SHOWN ARE PLAT AND MEASURED UNLESS OTHERWISE SHOWN.
7) FENCE OWNERSHIP NOT DETERMINED
8) ELEVATIONS IF SHOWN ARE BASED UPON N.G.V.D. UNLESS OTHERWISE NOTED.
9) IN SOME INSTANCES, GRAPHIC REPRESENTATIONS HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE RELATIONSHIPS BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. IN ALL CASES, DIMENSIONS SHALL CONTROL THE LOCATION OF IMPROVEMENTS OVER SCALED POSITIONS.

LB #7893
SERVING FLORIDA
6250 N. MILITARY TRAIL, SUITE 102
WEST PALM BEACH, FL 33407
PHONE (561) 640-4800
STATEWIDE PHONE (800) 226-4807
STATEWIDE FACSIMILE (800) 741-0576
WEBSITE: http://targetsurveying.net

TARGET SURVEYING, LLC

Attachment: Survey (2023-O-3065 : Nova Road - 1872 and 1888 CPA and Rezone - Ords. No. 3065 & 3066)