CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA ● JANUARY 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

HOLLY HILL
FLORIDA

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

CITY COMMISSION MEMBERS

Mayor
Chris Via

District 1 - Commissioner
John Penny

District 2 - Commissioner
Penny Currie

District 3 - Commissioner
John C. Danio

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

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

2. PRESENTATIONS

1. Retirement Proclamation - Diane Cole - 22 Years of Dedicated Service to the City of Holly Hill

   (Requested by Valerie Manning, City Clerk)

2. Human Trafficking Awareness Day

   (Requested by Valerie Manning, City Clerk)

3. RECESS THE CC MTG & CONVENE AS THE CRA

4. CRA AGENDA ITEM

1. CRA Property Improvement Grant Application Update

   (Requested by Joseph Forte, City Manager)

5. ADJOURN AS THE CRA & RECONVENE THE CC MTG

6. PUBLIC COMMENTS

7. APPROVAL OF MINUTES

1. Minutes - December 13, 2022 Regular City Commission Meeting and the December 20, 2022 Special City Commission Meeting

   (Requested by Valerie Manning, City Clerk)

8. CONSENT AGENDA - ITEMS (1 - 5)

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

1. Resolution –2023-R-1 A Resolution of the City Commission of the City of Holly Hill, Florida, to Approve the Auction of Items Identified to be Surplus According to Purchasing Policy Section 13.2; Providing for Severability; and Providing for an Effective Date.

   (Requested by Susan Lincoln, Finance)

2. Resolution –2023-R-2 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Piggybacking of Ormond Beach Agreement 2020-24 and Affiliated Price Increase Resolution Between the City of Ormond Beach and Carmeuse Lime & Stone, Inc., for the Purchase of Quicklime for Fiscal Year 2022-2023, and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

3. Resolution –2023-R-3 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving a Contract with Dredging & Marine Construction, LLC in the Amount of $46,480 for the Design, Engineering and Construction Management of the Riverside Park Bulkhead Project, and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

4. Halifax Humane Society 2022-2023 Renewal Agreement

   (Requested by Valerie Manning, City Clerk)

5. CRA Property Improvement Grant Application Update

   (Requested by Joseph Forte, City Manager)

9. REGULAR AGENDA

1. Resolution –2023-R-4 A Resolution of the City of Holly Hill, Florida, Appointing Members to the Board of Planning and Appeals and Setting Forth the Term and Expiration Date for Said Members; and Providing for an Effective Date.

   (Requested by Valerie Manning, City Clerk)

2. Request for a Lien Reduction - 322 Ridgewood Avenue

   (Requested by Joseph Forte, City Manager)

10. 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-3054 FIRST READING - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Rezoning the Parcel Described in Exhibit "A" from MPUD (Mixed Use Development District) to RPUD (Residential Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

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

11. COMMUNICATIONS

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

12. 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

City Commission
1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

Meeting: 01/10/23 06:00 PM
Department: City Clerk
Category: Proclamation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:
DOC ID: 3991

PRESENTATION (ID # 3991)

Retirement Proclamation - Diane Cole - 22 Years of Dedicated Service to the City of Holly Hill

HOLLY HILL
FLORIDA

PROCLAMATION
BY THE MAYOR OF THE CITY OF HOLLY HILL, FLORIDA
RECOGNIZING AND HONORING 22 YEARS OF SERVICE
DIANE COLE

WHEREAS, Diane Cole began her career with the City of Holly Hill on April 7, 1997 as the Employee Relations Coordinator and Human Resources Director; and

WHEREAS, During her career, Diane served on the Executive Board of the Florida Employer Relations Association; and

WHEREAS, In 2006, while working full-time for the city and raising her children, Diane earned a Master degree in public administration; and

WHEREAS, Diane left the City of Holly Hill in 2011 to expand her career working for the City of Tallahassee and Sarasota County but returned to the City of Holly Hill in April 2015; and

WHEREAS, Diane has proven herself to be a dedicated employee, family leader to her children and grandchildren and admired by those who truly know her; and

WHEREAS, Diane has been an asset to the city, its residents and all of the employees. Over the years she empowered staff to make decisions and guided them through decision-making processes. She has been instrumental in enterprise system conversation with all of her effort going toward the betterment of the community. We believe that the city is in better shape since Diane has been working with the city and she has left a positive imprint for others to aspire to.

NOW, THEREFORE, I, Chris Via, Mayor of the City of Holly Hill, Florida, by virtue of the authority vested in me as Mayor, and on behalf of the City Commission, do hereby recognize:

DIANE COLE

and acknowledges its grateful appreciation of Diane Cole for her 22 years of outstanding service and dedication to the City of Holly Hill and wish her well in her future retirement and through her future endeavors.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this 10th day of January, 2023.

City of Holly Hill, Florida

Chris Via,

Attachment: Proclamation Diane Cole January 10, 2023 (3991 : Retirement Proclamation - Diane Cole - 22 Years of Dedicated Service to the City

HOLLY HILL
FLORIDA

City Commission
1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

Meeting: 01/10/23 06:00 PM
Department: City Clerk
Category: Proclamation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:
DOC ID: 3989

PRESENTATION (ID # 3989)

Human Trafficking Awareness Day

HOLLY HILL
FLORIDA

PROCLAMATION
BY THE MAYOR OF THE CITY OF HOLLY HILL, FLORIDA
DECLARING JANUARY 11, 2023
HUMAN TRAFFICKING AWARENESS DAY

WHEREAS, human trafficking is the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of forced labor or sexual servitude; and

WHEREAS, human trafficking is a $32 billion dollar a year global criminal enterprise and is a crime, as well as, a civil and human rights violation and an estimated 25 million people are currently victims of human trafficking for both sex and labor; and

WHEREAS, human traffickers prey on their victims by promising a life of hope and greater opportunity, while delivering only enslavement. Instead of delivering people to better lives, traffickers unjustifiably profit from the labor and toil of their victims, who they force — through violence and intimidation — to work in brothels and factories, on farms and fishing vessels, in private homes, and in countless industries; and

WHEREAS, the City of Holly Hill, FL is a vibrant city home to over 12,000 residents who have the right to hope, freedom, economic security, safety and the pursuit of happiness; and

WHREAS, this month, the city does not simply reflect on this appalling reality. The city also pledges to do all it can within its power to end the horrific practice of human trafficking that plagues innocent victims, not only around the world, but in our own neighborhoods; and

WHEREAS, more awareness and education is crucial to eradicating human trafficking in our communities, state and nation; and

WHEREAS, "***Human Trafficking Awareness Day***" is observed on January 11th in municipalities across the country in order to educate the public and raise awareness about human trafficking and the City of Holly Hill has a strong commitment to social justice.

Now, Therefore, I, Chris Via, Mayor of the City of Holly Hill, Florida and on behalf of the City Commission, do hereby proclaim **January 11th as HUMAN TRAFFICKING AWARENESS DAY** and urges its residents and surrounding agencies to support efforts and take action to end human trafficking.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this 10th day of January, 2023.

City of Holly Hill, Florida

_____
Chris Via, Mayor

Attachment: Human Trafficking Awareness Day January 2023 (3989 : Human Trafficking Awareness Day)

City Commission
1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

Meeting: 01/10/23 06:00 PM
Department: City Manager
Category: CRA Agenda
Prepared By: Joseph A. Forte
Initiator: Joseph A. Forte
Sponsors: City Manager Joseph A. Forte
DOC ID: 3997

CRA AGENDA (ID # 3997)

CRA Property Improvement Grant Application Update

DISCUSSION:

In 2005 the Community Redevelopment Agency adopted a reimbursing property improvement grant program. In subsequent years, the program has been amended to include or exclude different elements of the program. For example, in past years landscaping was an eligible category then it was eliminated due to the planting not receiving proper maintenance. Now, landscaping is a requirement as a paving grant. Painting grants were also a separate grant funded through the CRA which are now included in the main grant application.

The attached application will replace the current Property Improvement Grant Application dated February 2021, and the Painting Grant (2021); it will eliminate the existing Painting Grant Application which, now is included in the Property Improvement Grant Application. The only other addition has been adding MURALS as a Grant category.

The grammatical and mechanical changes include consistency in format and form throughout, capitalization of key items, (i.e. Applicant, Application, City, etc.) verb-noun agreement and spelling corrections. Clarity for the end user has also been considered as of utmost importance.

Upon City Commission approval, staff will publish this application to the city's web site and begin using this format in 2023.

FISCAL ANALYSIS:

Budgetary impact will be determined on an annual basis as determined by the grant funds allocated as part of the adoption of the fiscal year budget. Most years the staff recommends approximately $100,000.00 for grants.

STAFF RECOMMENDATION:

Approve the Community Redevelopment Area Commercial Property Improvement Matching Grant Program (v. 2023).

COMMISSION GOAL:

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

Goal #2: Enhance City aesthetics through beautification and maintenance of city property and

public rights of way, consistent enforcement of zoning and property maintenance codes, and development of reasonable design standards and a corresponding process which is applicable to all new developments and business improvements in the city.

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

MOTION:

APPROVE THE 2023 COMMUNITY REDEVELOPMENT AREA COMMERCIAL PROPERTY IMPROVEMENT MATCHING GRANT PROGRAM.

Attachment: CRA Prop Impr Grant Program Application Final Jaunary 10, 2023 (3997 : CRA Property Improvement Grant Application Update)

City of Holly Hill
Community Redevelopment Area
Property Improvement Matching Grant Program
Guidelines and Application
Revised January 2023

Please note that a Grant Application must be submitted and approved by the CRA Review Committee BEFORE work begins. The Applicant assumes all financial liabilities related to work that is completed prior to a ruling. Following a review of the Application, the Applicant will be sent an official correspondence by the CRA Grant Coordinator regarding the status of the Application. Each page of the Application, including this page, must be initialized.

The pictures below are representative of the type of transformation the Grants Program is designed for:



BEFORE



AFTER

_____initials

Attachment: CRA Prop Impr Grant Program Application Final Jaunary 10, 2023 (3997 : CRA Property Improvement Grant Application Update)

Purpose:
In 2007 the City of Holly Hill adopted a Community Redevelopment Master Plan which listed numerous goals and objectives for the area designated within the Community Redevelopment Area (CRA). Objective 5.2 of that Plan states that the City shall consider offering matching Grants to encourage investment throughout the CRA corridor. The Plan recommended the establishment of a 50% matching Grant for approved building and property improvements. This program specifically implements these objectives while incorporating other eligible costs such as landscaping, signage, building/façade improvements, demolition, awnings, painting, paving and murals.

The purpose of the CRA Property Improvement Matching Grant Program (Grant) is to encourage private investment which improves the appearance and functionality of existing properties in the CRA District (page 20, map attached). The program provides a 50% reimbursement of the total cumulative eligible project costs up to a maximum of $10,000 to pay for the design and implementation of improvements within the CRA District. Funds are appropriated annually in the CRA budget, and funding is available on a first-come-first-served basis. The program is subject to the availability of allocated funds in the CRA budget.

The Grant must support the goals of the CRA Master Plan. Applicants are required to follow the applicable design guidelines and policies in the City of Holly Hill CRA Master Plan.

Applicants are reminded that Grant awards are discretionary and should not be considered as entitlements. All Grant criteria contained herein are guidelines**,** not guarantees for awards and successful Applicants may receive any amount up to the maximum award. Should an Application meet all Grant criteria, a Grant may or may not be awarded at the discretion of the CRA Grant Coordinator due to funding limitations, competing Applications, and/or competing priorities.

Eligibility Requirements:
Grants are available to commercial and residential property owners that are located within the CRA District. Applicants must propose a permitted and conforming use within the CRA District. Applications will not be accepted from property owners who are delinquent on their property taxes or who may be involved in legal proceedings against the City. Additionally, Applicants must not have liens against the property.

Eligible Projects:
The Grant shall provide matching funds for the exterior (street side) improvements that are consistent with the CRA goals outlined in the CRA Master Plan. Funds may be used for the following types of improvements:

- Exterior Signage, including the removal of non-conforming signs
- Building/Façade Improvements, including awnings, shutters, doors and windows
- Demolition

_____initials

- Landscaping improvements **if** combined with Building/Façade Improvements or Signage Improvements; all Landscaping Grants must include irrigation
- Paving – Requires Landscaping Improvements, including an irrigation system
- Painting
- Murals

Non-eligible Improvements:
The Grant cannot be used to fund interior renovations, general maintenance, sweat equity or electrical work (except exterior lighting). Further, it may not be used to fund any improvement previously funded with a Grant within five (5) years, or anything else not listed as an eligible project.

Available Funding and Matching Requirement:
At the beginning of each fiscal year, the City of Holly Hill, through the CRA, shall allocate a portion of the Redevelopment Trust Funds for the Community Redevelopment Area Property Improvement Matching Grant Program as determined by the CRA Board. Proposed projects within the CRA District are eligible to receive a Grant reimbursement of 50% of eligible expenses up to a maximum amount of **$10,000** per property per fiscal year. Grant projects can include multiple improvements to an individual property within the same Grant Application. Painting and Mural Grants may receive a 50% reimbursement of eligible expenses up to a maximum amount of **$5,000**.

Application Process and Deadline:
Applications are accepted throughout the year, while funds last, and should be submitted to the CRA Grants Coordinator. Applications are reviewed and approved on a first-come-first-served basis with the funds appropriated on October 1 of each year.

(1) The Applicant may obtain The Community Redevelopment Area Property Improvement Matching Grant Program Application from the Grant Coordinator located at 1065 Ridgewood Avenue, Holly Hill, FL 32117, or may download one from the **www.hollyhillfl.org** website.

(2) The Applicant must fully complete the Application and submit it to the CRA Grant Coordinator for review and processing. The "application package" shall include the following (as applicable):

(a) Current photo(s) of project site
(b) Property Appraiser Parcel ID number and proof of paid property taxes
(c) Applicant Information
(d) Listing of businesses or services offered on site
(e) Description of proposed improvements
(f) Identification of project's support of the CRA Master Plan
(g) Copy of a Current Business Tax Receipt (if required)

_____initials

Attachment: CRA Prop Impr Grant Program Application Final Jaunary 10, 2023 (3997 : CRA Property Improvement Grant Application Update)

Attachment: CRA Prop Impr Grant Program Application Final Jaunary 10, 2023 (3997 : CRA Property Improvement Grant Application Update)

(h) Rendering or sketch of proposed improvements
(i) Photo of area to be improved
(j) Design drawings and/or site plan (if required)
(k) Documentation of cost estimates – copies of vendor bids (three bids required)
(l) Boundary Survey from Tax Appraiser's website
(m) Signature of Property Owner (Applicant)

(3) The Grant Coordinator will undertake the initial review of the Application and will determine if the Application is complete. If the Application is found incomplete, the Applicant will be given two weeks to complete and resubmit the Application.

(4) Once the Application is complete, the Grant Coordinator will schedule a full review by the CRA Grants Review Committee, to ensure compliance with the Grant Program Criteria. The CRA Grants Review Committee will forward a recommendation to the City Manager for final approval.

(5) An official correspondence from the Grants Coordinator will be delivered to the Applicant informing them of the approval or denial of the Application, and may include approval with conditions. If an Application is denied at any level of review, the Applicant may modify the existing Application or reapply at a later date.

PLEASE NOTE: THE APPLICANT IS RESPONSIBLE FOR OBTAINING ALL BUILDING AND RELATED PERMITS ASSOCIATED WITH THE PROPOSED PROJECT. ADDITIONALLY, THE APPLICANT IS RESPONSIBLE FOR ENSURING THAT THEIR CONTRACTOR HAS RECEIVED, AND PAID FOR ALL THE REQUIRED PERMITS FROM THE CITY OF HOLLY HILL PRIOR TO CONSTRUCTION. FOR INFORMATION REGARDING CITY PERMITS AND INSPECTIONS, PLEASE CONTACT THE CITY'S BUILDING AND ZONING DIVISION AT 386-248-9442.

THE CRA IS REQUIRED BY LAW TO FILE FORM 1099-G FOR INDIVIDUALS AND ENTITIES RECEIVING GRANT FUNDS FROM THE CITY/CRA. CRA GRANT RECIPIENTS MUST SIGN AND RETURN A SUBSTITUTE W9 FORM TO THE CRA BEFORE GRANT FUNDS CAN BE DISTRIBUTED.

(6) Upon completion of the improvements as approved, a final inspection and approval by the CRA is required, prior to the Applicant submitting a "reimbursement request package" which includes the following:

a. Completed reimbursement form (provided by the CRA Grant Coordinator);
b. Copies of applicable invoices or receipts;
c. Proof of payment for improvements; and
d. Photos of improvements (before and after).

_____initials

Attachment: CRA Prop Impr Grant Program Application Final Jaunary 10, 2023 (3997 : CRA Property Improvement Grant Application Update)

Applicants will receive Grant funding after the improvements are completed, inspected and all associated costs have been paid. It is the responsibility of the Applicant to maintain proper documentation of funds expended in the course of completing the project. Release of funds is subject to submission of this documentation to the CRA Grants Coordinator by the Applicant. The project must be completed essentially as presented to the CRA Grant Coordinator and approved by the CRA Grants Review Committee in order to receive payment/reimbursement. At approximately the midpoint of the project, the Applicant will give an update to the CRA Grants Coordinator on the progress of the project either in writing or in person. The CRA Grants Coordinator reserves the right to make on-site inspections throughout the course of the project.

- **Applicants have 45 days from the completion date of the project to file for reimbursement.**

Grant Applications will not be considered if a parcel of property has received Grant funds in the same category within a period of five (5) years.

The following selection criteria will be used to review Applications for the Grant Program. Criteria are derived from the goals and objectives of the adopted CRA Master Plan.

1. **Quality of Site Design and Materials**: Degree to which the proposed project promotes the adopted CRA Master Plan and promotes harmony with neighboring structures.

2. **Streetscape Aesthetics and Functionality**: Degree to which the proposed project enhances the streetscape of the CRA District, including the addition or enhancement of display windows, awnings, landscaping, exterior handicapped accessibility, painting, paving and architectural amenities.

3. **Increased Safety**: Degree to which the proposed project will promote safety by easily identifying the business for customers and emergency services.

4. **Removal of Slum and Blight**: Degree to which the proposed project eliminates substandard structures or eliminates non-conforming uses, slums and blight.

Disclaimer:
The City of Holly Hill, shall not be responsible for the planning, design, or construction of the project that is owned by the Applicant. No warranties or guarantees are expressed or implied by the description of, application for, or participation in the Community Redevelopment Area Property Improvement Matching Grant Program. The Applicant is advised to consult with licensed architects, engineers, or building contractors before proceeding with final plans or construction.

_____initials

CRA GRANT PROGRAM APPLICATION

Date: _____

Property Owner: _____

Corporate Name: _____

Property Address (Project Location):

_____

Phone: _____ Fax: _____

Contact Person: _____

E-mail: _____

What type of Grant(s) are you applying for?

Check all that apply.

☐ Signage ☐ Building/Façade ☐ Awning ☐ Demolition ☐ Landscaping ☐ Paving

☐ Mural ☐ Painting

Project and financial assistance requested:

Describe proposed improvement(s):

_____

_____

_____

_____

_____

Describe the proposed businesses or services offered on site:

_____

_____

_____

_____

_____

Please identify the ways in which this project supports the CRA Master Plan:

_____

_____

_____

_____

_____

_____

_____initials

Attachment: CRA Prop Impr Grant Program Application Final Jaunary 10, 2023 (3997 : CRA Property Improvement Grant Application Update)

Total Project Cost_____ Total Funding Request_____

COST ANALYSIS (List cost estimates of proposed improvements)

Improvement Category	Amount

Applicant must have this document notarized before submitting Application

_____initials

Attachment: CRA Prop Impr Grant Program Application Final Jaunary 10, 2023 (3997 : CRA Property Improvement Grant Application Update)

I, _____, attest that the information contained herein is correct to the best of my knowledge. I further understand that the Community Redevelopment Area Property Improvement Matching Grant Program benefits are contingent upon funding availability and approval, and are not to be construed as an entitlement or right of a property owner (Applicant). I further understand that I am responsible for providing construction documents and/or permits required for any work, and hold the City of Holly Hill and the CRA Grant Program harmless for any damages associated with this Application. Prior to reimbursement of project costs, the Applicant shall agree in writing, to maintain all improvements and not to alter the project for a period of five (5) years without approval from the City. Noncompliance may be subject to formal proceedings that could result in daily fines or liens against the property for the amount of the Grant. Routine maintenance (e.g. replacing same materials, repainting same color etc.) does not require City approval.

_____

Applicant

_____

Print Name

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, _____ (year), by _____, who is personally known to me or produced _____ as identification.

NOTARY PUBLIC
STATE OF FLORIDA

_____

Notary Signature

_____

Printed Name

Commission No.: _____

My Commission Expires: _____

_____initials

Attachment: CRA Prop Impr Grant Program Application Final Jaunary 10, 2023 (3997 : CRA Property Improvement Grant Application Update)

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TYPES OF GRANTS

Signage

The purpose of the CRA Sign Replacement Reimbursement Grant Program is to encourage and assist property owners within the CRA to improve the aesthetics and appearance of their properties and to create a sense of continuity and design. Attractive and appealing images enhance the overall vitality and character of the City by adding beautification and visual features where previously lacking.

Funding Structure:
Eligible Applicants may receive awards of 50% of the total eligible project cost with no single Grant exceeding $10,000.

Criteria for Program:

- Removal of old signs, replacement of existing signs and obsolete sign poles, and the production and installation of new signage that is code compliant
- Plans, design and survey must be submitted for review
- Must meet all applicable ordinances, regulations and permitting requirements
- Project needs to be consistent with CRA Master Plan
- Must maintain its approved design for a minimum period of 5 years
- Color scheme should harmonize with surrounding structures
- All Grant Applications must be accompanied by three licensed contractor cost estimates
- Property owners **must not** have any liens; if liens exist they must be paid prior to City approval of a Grant Application
- Only one Sign Grant will be awarded per business

Ineligible Projects:

- Improvements/services rendered prior to Grant approval
- Improvements to an existing sign that does not meet code; nonconforming signs
- If a lien against the property exists or if the property or business owner has a lawsuit pending against the city no grant will be awarded
- Property damage that may be covered by or compensated through an Applicant's property insurance coverage
- Improvements funded by a previous Grant
- Anything not listed above as an eligible project

Building/Façade Improvements/Awnings

The purpose of the CRA Building/Façade/Awning Improvement Reimbursement Grant Program is to encourage and assist property owners within the CRA to improve the aesthetics and

_____initials

appearance of their properties and to create a sense of continuity and design impact. Attractive and appealing images enhance the overall vitality and character of the City by adding new beautification and visual features where previously lacking.

Funding Structure:

Eligible Applicants may receive awards of 50% of the total eligible project cost with no single Grant exceeding $10,000.

Criteria for Program:

- Building must be structurally sound based on City inspection
- Plans, design and survey must be submitted for review
- Must maintain its approved design for a minimum period of 5 years
- All Grant Applications must be accompanied by three cost estimates
- Must meet all applicable ordinances, regulations and permitting requirements
- Only one Façade Rehabilitation Grant will be awarded per business
- Property owners **must not** have any liens; if liens exist they must be paid prior to City approval of a Grant Application

Eligible Improvements:

- Exterior renovation including but not limited to, stucco, architectural details, replacing windows, door trims, porches, storefronts, and façade renovations
- Awnings/shutters, including the removal of old awnings/shutters and the purchase and installation of new awnings/shutters

Ineligible Improvements:

- Interior improvements
- Improvements/services rendered prior to Grant approval
- Paint of interior structure or exterior not related to façade improvements
- Electrical work
- General maintenance/sweat equity
- Improvements funded by a previous Grant
- If a lien against the property exists or if the property or business owner has a lawsuit pending against the city a Grant will not be awarded
- Anything not listed as an eligible project

_____initials

Attachment: CRA Prop Impr Grant Program Application Final Jaunary 10, 2023 (3997 : CRA Property Improvement Grant Application Update)

Attachment: CRA Prop Impr Grant Program Application Final Jaunary 10, 2023 (3997 : CRA Property Improvement Grant Application Update)

Demolition

Funding Structure:

Eligible Applicants may receive awards of 50% of the total eligible project cost with no single Grant exceeding $10,000.

The purpose of the CRA Demolition Reimbursement Grant Program is to assist property owners with the removal of unsafe and unattractive structures that may increase blight or slum conditions including unhealthy environments.

Criteria for Program:

- Plans and designs must be submitted for review
- All Grant Applications must be accompanied by three cost estimates
- Property owners **must not** have any liens; if liens exist they must be paid prior to City approval of a Grant Application
- Only one Demolition Grant will be awarded per property

Ineligible Improvements:

- Anything not listed as an eligible project
- Improvements/services rendered prior to Grant approval
- Improvements funded by a previous Grant
- If a lien against the property exists or if the property or business owner has a lawsuit pending against the city a Grant will not be awarded
- Only one Demolition Grant will be awarded per business

Landscaping/Hardscaping

Eligible Applicants may receive awards of 50% of the total eligible project cost with no single Grant exceeding $10,000.

Funding Structure:

Eligible Applicants may receive awards of 50% of the total eligible project cost with no single reimbursement Grant exceeding $10,000. Landscaping/hardscaping improvements must be combined with Building/Façade improvements, Signage improvements or Paving improvements and must include the installation of an irrigation system.

The purpose of the CRA Landscaping/Hardscaping Improvement Reimbursement Grant Program is to encourage and assist property owners within the Community Redevelopment Area to improve the aesthetics and appearance of their properties and to create a sense of continuity and design impact.

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Attachment: CRA Prop Impr Grant Program Application Final Jaunary 10, 2023 (3997 : CRA Property Improvement Grant Application Update)

Criteria for Program:

- Plans, designs and survey must be submitted for review and comply with City requirements
- Must maintain approved design for a minimum period of 5 years
- Must meet all applicable ordinances, regulations and permitting requirements
- All Grant Applications must be accompanied by three cost estimates
- Property owners **must not** have any liens; if liens exist they must be paid prior to City approval of a Grant Application
- Only one Landscaping Grant will be awarded per business

Eligible Improvements:

- Professional landscape designs and installation
- Replacement and addition of new plant materials
- All landscaping must adhere to the City's list of acceptable planting materials
- Installation of irrigation system
- Hardscape elements
- Decorative walls, planters, window boxes

Ineligible Improvements:

- General maintenance of existing landscaping
- If a lien against the property exists or if the property or business owner has a lawsuit pending against the city a Grant will not be awarded
- Improvements funded by a previous Grant
- Improvements not listed as eligible improvements
- Only one Landscaping Grant will be awarded per business

Paving:

Funding Structure:

Eligible Applicants may receive awards of 50% of the total eligible project cost with no single Grant exceeding $10,000. Paving improvements must include landscaping improvements.

The purpose of the CRA Paving Reimbursement Grant Program is to assist property owners in establishing and maintaining safe ingress and egress to commercial property that not only improves the aesthetic appeal of the property but affords drivers a sense of confidence in driving to those businesses.

Criteria for Program:

- Plans, designs and survey must be submitted for review
- Must maintain approved design for a minimum period of 5 years
- Must meet all applicable ordinances, regulations and permitting requirements

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- All Grant Applications must be accompanied by three cost estimates
- Property owners **must not** have any liens; if liens exist they must be paid prior to City approval of a Grant Application
- Only one Paving Grant will be awarded per business

Eligible Improvements:

- New pavement, unpaved property or repair of pavement i.e. pot holes, etc.

Ineligible Improvements:

- Routine maintenance of existing pavement will not be eligible
- If a lien against the property exists or if the property or business owner has a lawsuit pending against the city a Grant will not be awarded
- Improvements/services rendered prior to Grant approval
- Property damage, compensated through an Applicant's property insurance
- Improvements funded by a previous Grant
- Anything not listed as an eligible project

Painting

Funding Structure:

Eligible Applicants may receive awards of 50% of the total eligible project cost with no single Grant exceeding $5,000**.**

The purpose of the CRA Paint Reimbursement Grant Program is to encourage and assist residents and business owners within the CRA to improve the aesthetics and appearance of their properties and to create a sense of continuity along our premiere City corridors. Attractive and appealing properties enhance the overall economic vitality and character of the City.

About the Program:

The Grant Program is available to any commercial or residential property (single family or two-family homes) located within the CRA.

Eligible Applicants may receive a 50/50 matching Grant for the purchase of painting materials and supplies up to $5,000.

Grant funds are available for exterior building frontage visible to the traveling public. The Grant is for a one-time paint improvement only, with a single reimbursement payment. No Grant will be awarded for work that was initiated prior to the City's approval of a Grant application.

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Attachment: CRA Prop Impr Grant Program Application Final Jaunary 10, 2023 (3997 : CRA Property Improvement Grant Application Update)

Attachment: CRA Prop Impr Grant Program Application Final Jaunary 10, 2023 (3997 : CRA Property Improvement Grant Application Update)

How to Apply:

- Submit a completed Grant Application including a photo of the proposed project showing the relative size of the existing building/project area and its current condition.
- Property owners must submit an authorization letter for tenant applications.
- There may be no lien(s) against the property; no Grant will be awarded if the property or business owner has a lawsuit pending against the city.
- A Grant Application must include sample final paint color selections which must meet City approved architectural and color standards (pages 14-16).
- All painting contractors must adhere to the paint specifications guide (pages 14-16).
- A Grant Application must include three (3) written contractor proposals.
- All self-contracted work will be reimbursed for actual expenses only-excluding labor.
- Only one Painting Grant will be awarded per business.

ARCHITECTURAL AND COLOR STANDARDS

City of Holly Hill Code – Section 114-639. – Architectural styles/design standards

For all new construction, one of the following architectural styles must be followed in the design of the project; Mediterranean, Spanish, Florida Vernacular, or Contemporary. (Ord. No. 2721, & 1, 4-26-05)

Exterior Colors

The colors of walls, roofing, and accents such as trim and doors shall be coordinated to achieve a visually and aesthetically pleasing environment.

- Acceptable colors include light pastels, earth tones, and shades of brown, brown-taupe, sandy taupe, terra cotta, olive, sage and grey.

- No fluorescent or neon colors except that bright colors may be used as an accent color if covering no more than ten percent (10%) of the façade and with prior approval.

Painter Requirements:

- Must maintain a valid and current Business Tax Receipt in Volusia County
- Must carry Liability Insurance with not less than $500,000 in coverage
- Must carry Workers Compensation Insurance
- Must have been in business for a minimum of five (5) years

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Attachment: CRA Prop Impr Grant Program Application Final Jaunary 10, 2023 (3997 : CRA Property Improvement Grant Application Update)

- Must provide project references for work completed within the past two (2) years

Contract Requirements:

Proposed CRA Paint Reimbursement Grant projects on all residential and commercial properties must include (at a minimum):

- Pressure washing all areas prior to painting
- Caulking of exterior trim and removal of loose paint
- Priming of entire exterior surface prior to painting, primer to be latex primer/sealer or comparable equivalent to be approved by the City
- Painting of doors, window frames and all exterior trim
- Minimum of two (2) coats of mid-grade exterior paint or comparable equivalent to be approved by the City
- **Workmanship / Quality of Work:** The first coat of paint must be completely dry before the second coat of paint is applied.

Required Primer and Paint Brands:

Sherwin-Williams, Behr, Valspar and Benjamin Moore or comparable

- ✓ Valspar Reserve (Exterior)
- ✓ Valspar All Weather Exterior Primer
- ✓ Behr Premium Plus Ultra (Exterior)
- ✓ Behr Premium Plus Interior/Exterior Primer
- ✓ Sherwin-Williams A-100 Super Paint Exterior
- ✓ Sherwin-Williams Loxon Primer/Sealer (Concrete/Masonry)
- ✓ Sherwin-Williams Exterior Latex Wood Primer/A-100 Exterior Wood Primer
- ✓ Benjamin Moore Regal Select
- ✓ Benjamin Moore Fresh Start Primer

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Attachment: CRA Prop Impr Grant Program Application Final Jaunary 10, 2023 (3997 : CRA Property Improvement Grant Application Update)

Murals

Funding Structure:
Eligible Applicants may receive awards of 50% of the total eligible project cost with no single Grant exceeding $5,000**.**

- The purpose of the CRA Mural Reimbursement Grant Program is to encourage and assist business owners within the CRA to improve the aesthetics and appearance of their properties and to create a sense of continuity along our premiere City corridors. Attractive and appealing properties enhance the overall economic vitality and character of the City. There may be no lien(s) against the property; no Grant will be awarded if the property or business owner has a lawsuit pending against the city.

About the Program:
The Grant Program is available to any commercial property located within the CRA.

- Eligible Applicants may receive a 50/50 matching Grant for the purchase of painting materials and supplies up to $5,000. Grant funds are available for exterior building frontage visible to the traveling public. Only one Mural Grant will be awarded per business.

MURALS:

1. Murals, for purposes of this Grant, are defined as paintings, images, graphics, mosaics, frescos or other artwork attached or applied directly to the exterior of an exterior wall surface that are visible to passersby and which do not direct attention to organizations, businesses, products, commodities or services, or other similar interests or activities. Murals are public art, not billboards or signs, and reflect public or governmental speech. Murals may be proposed to the City without solicitation, or the City may engage in a Request for Proposals (RFP) or otherwise seek proposals for murals as works of art from artists or property owners.

2. Murals shall be evaluated by the Grant Committee based upon consideration of the following criteria and provisions:

   a) A mural must exhibit exceptional design, material, and application standards, while incorporating high-quality materials that will enhance the overall development and appearance of the site at which it is to be located.

   b) The materials used in developing a mural may consist of, but are not limited to, paint and other artistic mediums such as tile or mosaic, original digital images and low-relief sculpture. Paint utilized shall be intended for exterior use and of sufficient quality which will not corrode or compromise the integrity of the material to which it is applied.

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Attachment: CRA Prop Impr Grant Program Application Final Jaunary 10, 2023 (3997 : CRA Property Improvement Grant Application Update)

c) All materials used in the creation of a mural must be appropriate for outdoor location and climate, with special considerations for longevity or quality presentation during a planned period of display.

d) A mural's color scheme shall be complementary and harmonious with the exterior colors of the building or structure, and consistent with the chosen theme.

e) The design, location and scale of the mural shall be in keeping with and enhance the building on which the mural is to be located as well as the local environment.

f) Murals shall not cover or detract from architectural features. Eaves, cornices and other architectural features shall keep their character and remain painted to match the rest of similar architectural features on the building.

g) Murals shall not have an adverse effect on adjacent properties or facing properties.
h) A mural's overall features shall be designed to enhance the City's unique character and quality of life.

3. Murals generally should not cover doors or windows or other architectural elements of a building such as cornices and pilasters. A mural that has been applied to another surface to be hung on a building shall be installed in a manner which does not damage the building it is attached Murals hung on historic masonry structures shall attach via the mortar and not by drilling into the historic brick or attached by other method which has been demonstrated not to damage the masonry. Murals applied to another surface or otherwise attached to a structure shall require a sign permit.

4. Murals may be applied to a separate material designed for exterior applications upon City approval, but only if it is demonstrated to the City that such materials are removable without damage to the walls upon removal of the mural.

5. Each mural shall be an original work of art and all intellectual property rights issues shall be resolved.

6. The time frame for completion of the mural and the plan for unveiling once completed shall be included in the Application.

7. A mural shall be designed and installed under the supervision of a qualified artist/muralist or other qualified professional who has sufficient knowledge and experience in the design and execution of mural projects, as well as with the application of the selected medium. All mural proposals shall include the resume or statement of qualifications of the artist proposed to supervise the work.

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Attachment: CRA Prop Impr Grant Program Application Final Jaunary 10, 2023 (3997 : CRA Property Improvement Grant Application Update)

8. The Grant Committee shall make all decisions regarding acquisition of murals as public works of art for display within the City. The approval of the mural shall comply with the following:

Not Harmful to Minors.

a) The term "harmful to minors," with regard to mural content, means any description or representation, in whatever form, of nudity, sexual conduct or sexual excitement, when it:
   i. Predominately appeals to the prurient, shameful or morbid interest of minors in sex;
   ii. Is patently offensive to contemporary standards in the adult community as a whole with respect to what is suitable sexual material for minors; and
   iii. Taken as a whole, lacks serious literary, artistic, political or scientific value.
   iv. The term "harmful to minors" shall also include any non-erotic word or picture when it:
      i. Is patently offensive to contemporary standards in the adult community as a whole with respect to what is suitable for viewing by minors; and
      ii. Taken as a whole, lacks serious literary, artistic, political or scientific value.

b) City staff or the proposing artist may seek review of decisions by the Grant Committee by filing a Request for Review with the City Clerk within 10 days of the decision sought to be reviewed. The CRA Board shall review determinations in accordance with such processes and procedures as it deems appropriate.

9. A mural selected for installation by the City shall remain in place without alterations for a minimum period of five (5) years.

10. Murals may only be approved when submitted for review with an adequate and professionally prepared maintenance plan which shall be memorialized in an agreement in a form approved by the City Attorney.

11. Written consent from the property owner on which a mural is to be developed is required.

12. Should the property cease to be used by the original Applicant, the new property owner or tenant must apply to the City before removing, renovating or painting over the existing mural.

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How to Apply for a Mural Grant:

- Submit a completed Grant Application including a photo, drawing or sketch of the proposed mural showing the relative size of the existing building/project area and its current condition.
- Property owners must submit an authorization letter for tenant applications.
- Property owners **must not** have any liens; if liens exist they must be paid prior to City approval of a Grant Application; Additionally, no Grant will be awarded if the property or business owner has a lawsuit pending against the city.
- A Grant Application must include sample final paint colors selections which must meet City approved architectural and color standards (pages 14-16).
- All painting contractors must adhere to the paint specifications guide (pages 14-16).
- A Grant Application must include three (3) written contractor proposals.
- All self-contracted work will be reimbursed for actual expenses only-excluding labor, up to the maximum allowable Grant match.
- The local "Save The Arts" organization, or other similar organizations as suggested by the City, should be consulted with respect to design, style, paint types and supplies as well as for a list of professional muralists who are capable of creating the desired end product.

For more information about any of the City's Grants, please contact:

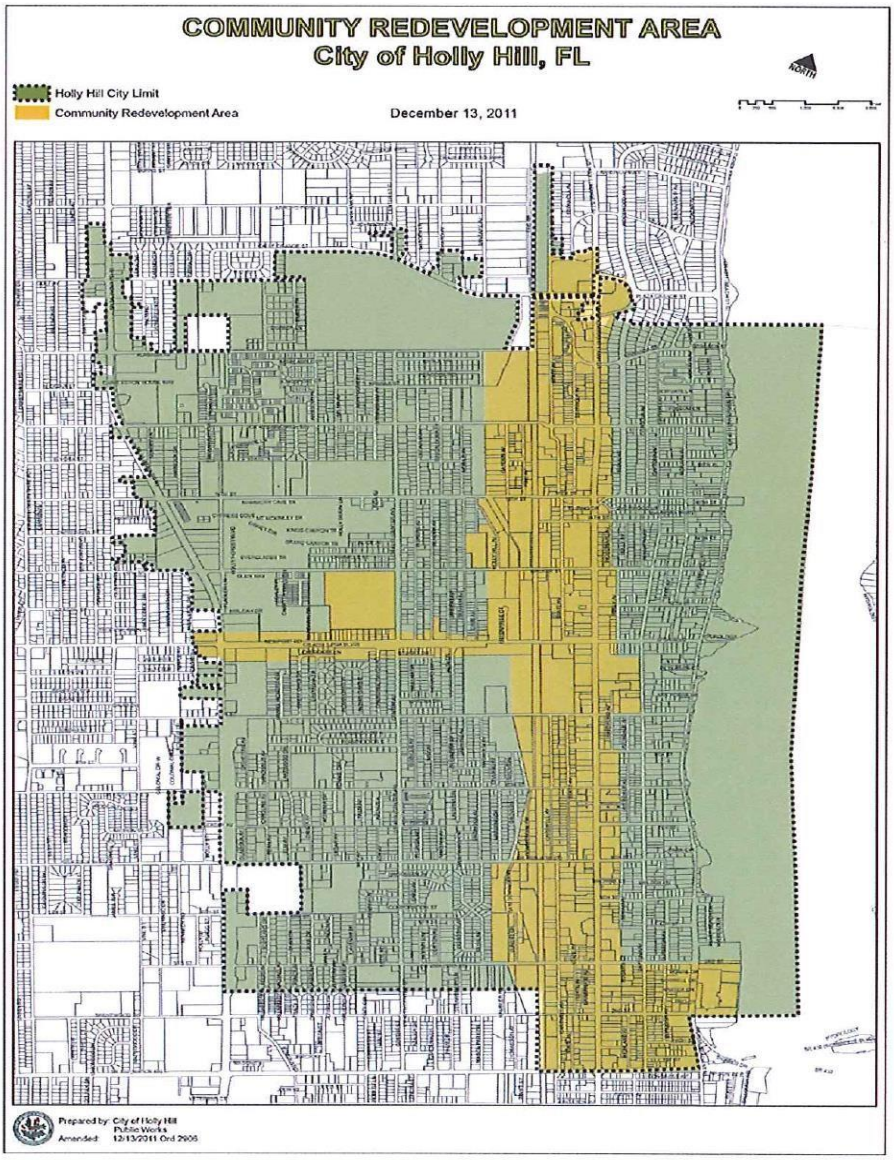
John S. Cox
CRA Grants Coordinator
386-248-9446 Office
704-490-0451 Cell
Jcox@HollyHillFl.org

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Attachment: CRA Prop Impr Grant Program Application Final Jaunary 10, 2023 (3997 : CRA Property Improvement Grant Application Update)

CRA District Boundary Map

Exhibit A – Community Redevelopment Area Map



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Attachment: CRA Prop Impr Grant Program Application Final Jaunary 10, 2023 (3997 : CRA Property Improvement Grant Application Update)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **January 10, 2023**
FROM: **Valerie Manning**
SUBJECT: **Minutes - December 13, 2022 Regular City Commission Meeting and the December 20, 2022 Special City Commission Meeting**
NUMBER: **(ID # 3987)**
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the December 13, 2022 regular City Commission meeting and December 20, 2022 Special City Commission to select the 2022 Citizen of The Year.

MOTION:

Approve both sets of minutes as submitted by staff.

- Minutes - December 13, 2022 - Regular City Commission meeting (PDF)
- Minutes - December 20, 2022 - Special CC meeting - Citizen of The Year 2022 Selection (PDF)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • DECEMBER 13, 2022

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

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

a. Roll Call

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

b. Invocation by Mayor Chris Via
Mayor Via led the invocation.

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

2. PUBLIC COMMENTS

None

3. APPROVAL OF MINUTES

1.

Minutes - November 22, 2022 Regular City Commission Meeting

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

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

Enacted and approved this 13th day of December, 2022, in Holly Hill

Attachment: Minutes - December 13, 2022 - Regular City Commission meeting (3987 : Minutes)

4. CONSENT AGENDA - ITEMS (1 - 5)

Mayor Via asked if there was anyone from the audience who wished to speak on any item on the Consent Agenda or if any member of the Commission would like to further discuss an item. There was no one.

1. -2022-R-94 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the Use of Pace Analytical Services, Inc., for Various Water and Waste Water Laboratory Testing as a Sole Source Provider; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

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

RESOLUTION
2022-R-94
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE USE OF PACE ANALYTICAL SERVICES, INC., FOR VARIOUS WATER AND WASTE WATER LABORATORY TESTING AS A SOLE SOURCE PROVIDER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE USE OF PACE ANALYTICAL SERVICES, INC., FOR VARIOUS WATER AND WASTE WATER LABORATORY TESTING AS A SOLE SOURCE PROVIDER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill's Water Treatment Plant and Wastewater Treatment Facility must perform certain tests in order to meet operational requirements required by various regulatory and permitting agencies; and

WHEREAS, Pace Analytical Services, Inc., is the only such laboratory in our area within 40 miles radius that is needed to meet the shelf life of the samples (tests must be completed within 6 hours); and

WHEREAS, The services provided by Pace Analytical Service, Inc are considered sole source as permitted under section F- 2.25-71 of the Holly Hill Purchasing Policy Manual; and

WHEREAS, The estimated annual amount for services provided is not to exceed $47,697.00; and

WHEREAS, The services are being provided and considered sole source due to

Attachment: Minutes - December 13, 2022 - Regular City Commission meeting (3987 : Minutes)

the shelf life of the samples (tests must be completed within 6 hours). Therefore, the services provided and considered sole source as allowed under section F- 2.25-71 of the Holly Hill Purchasing Policy Manual.

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

SECTION 1. That Pace Analytical Services, Inc., is hereby determined to qualify as a sole source contractor pursuant to the City's Code of Ordinances and the City Manager is authorized to issue purchase orders to Pace Analytical Services, Inc., to perform the various laboratory tests as required in an annual amount not to exceed $47,697.00.

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

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

APPROVED AND AUTHENTICATED on this 13th day of DECEMBER, 2022.

Enacted and approved this 13th day of December, 2022, in Holly Hill

2. -2022-R-95 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Sole Source Purchase of Two (2) Discflo Pumps at the Water Treatment Plant from Gerber Pumps International, Inc. (GP), and Authorizing the City Manager to Execute Any Necessary Price Agreements; Providing for Severability; and Providing for an Effective Date.

(Requested by Susan Lincoln, Finance)

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

RESOLUTION
2022-R-95
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING SOLE SOURCE PURCHASE OF TWO (2) DISCFLO PUMPS AT THE WATER TREATMENT PLANT FROM GERBER PUMPS INTERNATIONAL, INC. (GP), AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Attachment: Minutes - December 13, 2022 - Regular City Commission meeting (3987 : Minutes)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE SOLE SOURCE PURCHASE OF TWO (2) DISCFLO PUMPS FOR THE WATER TREATMENT PLANT FROM GERBER PUMPS INTERNATIONAL, INC., AT A COST OF $62,100.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has two (2) Discflo pumps at the Water Treatment Plant that are in need of replacement; and

WHEREAS, these pumps are unique in design and only distributed in the State of Florida by Gerber Pumps International, Inc.; and

WHEREAS, there is $35,000 budgeted in the current fiscal year and additional savings from fiscal year 2021-2022 in contingency account 407-8110-589-9910 for this purchase; and

WHEREAS, the requested amount from the contingency account is $30,000.00.

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

SECTION 1. That the City Commission of the City of Holly Hill approve the sole source purchase of two (2) Discflo pumps at a cost of $62,100 and authorizing the City Manager to execute the same.

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

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

APPROVED AND AUTHENTICATED on this 13th day of DECEMBER, 2022.

Enacted and approved this 13th day of December, 2022, in Holly Hill

3.

2022-2023 VOCA Agreement Victims of Crime Act (VOCA) VOCA-2022-2023 Holly Hill Police Department

(Requested by Jeff Miller, Police)

Attachment: Minutes - December 13, 2022 - Regular City Commission meeting (3987 : Minutes)

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

4.

FDOT Grant - 2023 Speed / Aggressive Driving Enforcement Program Project Number : SC-2022-00050 FDOT Contract Number : G2E49

(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
ABSENT:	Currie

5.

Edward Byrne Memorial Justice Assistance Grant - Direct - JAGDD-8C033: 2022-2023 HANDHELD RADAR PROJECT

(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
ABSENT:	Currie

5. REGULAR AGENDA

1. -2022-R-96 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Appointing Two Members to the Firefighters Pension Fund Board of Trustees; Setting Forth the Term and Expiration Date for Said Members; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

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Mayor Via opened public participation. No one spoke.

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

RESOLUTION
2022-R-96
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPOINTING TWO MEMBERS TO THE FIREFIGHTERS PENSION FUND BOARD OF TRUSTEES; SETTING FORTH THE TERM AND EXPIRATION DATE FOR SAID MEMBERS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPOINTING TWO MEMBERS TO THE FIREFIGHTERS PENSION FUND BOARD OF TRUSTEES; SETTING FORTH THE TERM AND EXPIRATION DATE FOR SAID MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with City Code Section 42-63, Board of Trustees, states the following: (a) The Board shall consist of five trustees, two of whom, unless otherwise prohibited by law, shall be legal residents of the city, who shall be appointed by the Holly Hill City Commission, and two of whom shall be members of the system, who shall be elected by a majority of the firefighters who are members of the system. The fifth trustee shall be chosen by a majority of the previous four trustees as provided herein, and such person's name shall be submitted to the Holly Hill City Commission. Upon receipt of the fifth person's name, the Holly Hill City Commission shall, as a ministerial duty, appoint such person to the board as a fifth trustee; and

WHEREAS, the Board shall consist of five trustees, two of whom, unless otherwise prohibited by law, shall be legal residents of the city, who shall be appointed by the Holly Hill City Commission.

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

SECTION 1. That the City Commission does hereby appoint the following individuals to the Firefighters Pension Fund Board of Trustees:

<> **Commission Representative**

<> **Commission Representative**

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SECTION 2. That the term for said member is set for two (2) years, expiring December 31, 2024.

SECTION 3. That this Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 13th day of DECEMBER, 2022.

Enacted and approved this 13th day of December, 2022, in Holly Hill

2. -2022-R-97 Resolution

A Resolution of the City of Holly Hill, Florida, Appointing Two Members to the Police Pension Fund Board of Trustees; Setting Forth the Term and Expiration Dates for Said Members; and Providing for an Effective Date.

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

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

RESOLUTION
2022-R-97
A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPOINTING TWO MEMBERS TO THE POLICE PENSION FUND BOARD OF TRUSTEES; SETTING FORTH THE TERM AND EXPIRATION DATES FOR SAID MEMBERS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPOINTING TWO MEMBERS TO THE POLICE PENSION BOARD OF TRUSTEES; SETTING FORTH THE TERM AND EXPIRATION DATES FOR SAID MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with Section 42.86, City Code, the City of Holly Hill has a Police Pension Board as defined by Florida Statute Chapter 185; and

WHEREAS, the Board of Trustees shall consists of five members, two of whom, unless otherwise prohibited by law, shall be legal residents of the City of Holly Hill and must be appointed by the City Commission, and two of whom shall be police officers as defined in F.S., Section 185.02, elected by a majority of the active police officers who are members of the plan. The fifth member shall be chosen by a majority of the stated four members, and such person's

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name shall be submitted to the city commission. Upon receipt of the fifth person's name, the city commission shall, as a ministerial duty, appoint such person to the board of trustees. The fifth member shall have the same rights as each of the other four members appointed or elected, shall serve as trustee for a period of two years, and may succeed himself or herself in office. Each resident member shall serve as trustee for a period of two years, unless sooner replaced by the legislative body at whose pleasure the member serves, and may succeed himself or herself as a trustee. Each police officer member shall serve as trustee for a period of two years, unless he or she sooner leaves the employment of the municipality as a police officer, whereupon a successor shall be chosen in the same manner as an original appointment. Each police officer may succeed himself or herself in office.

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

SECTION 1. That the City Commission does hereby appoint the following individuals to the Police Pension Board of Trustees.

Robert W. Taylor **Commission Representative**

Kimberly A. Lawson **Commission Representative**

SECTION 2. That the term for said members is set for two (2) years, expiring December 31, 2024.

SECTION 3. That this resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 13th day of DECEMBER, 2022.

Enacted and approved this 13th day of December, 2022, in Holly Hill

3.

Request for Lien Reduction - 1117 Flomich Avenue

(Requested by Joseph Forte, City Manager)
Mayor Via opened public participation. No one spoke.

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

Enacted and approved this 13th day of December, 2022, in Holly Hill

6. PUBLIC HEARINGS

1. -2022-O-3058 Ordinance

SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Rezoning the Parcel Described in Exhibit "A" from B-4 (Highway Business District) to BPUD (Business Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

(Requested by Brian Walker, Board of Planning and Appeals)
Mayor Via opened public participation. No one spoke.

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

ORDINANCE
2022-O-3058
SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY REZONING THE PARCEL DESCRIBED IN EXHIBIT "A" FROM B-4 (HIGHWAY BUSINESS DISTRICT) TO BPUD (BUSINESS PLANNED UNIT DEVELOPMENT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY REZONING THE PARCEL DESCRIBED IN EXHIBIT A FROM B-4 (HIGHWAY BUSINESS DISTRICT) TO BPUD (BUSINESS PLANNED UNIT DEVELOPMENT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill, Volusia County,

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Florida, has adopted a comprehensive plan pursuant to, and in compliance with 163.3161 et. Seq., Florida Statutes; and

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

WHEREAS, the Holly Hill Board of Planning and Appeals has recommended that the requested rezoning be granted; and

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

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

SECTION 1. The Official Zoning Map of the City of Holly Hill is hereby amended to designate the property described in Exhibit "A" as BPUD (Business Planned Unit Development) pursuant to the provisions contained in the attached Development Agreement, attached to this Ordinance as Exhibit B and incorporated in this Ordinance by reference.

SECTION 2. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

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

SECTION 4. That this Ordinance shall become effective upon recording.

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APPROVED AND AUTHENTICATED on this 13th day of DECEMBER, 2022 for second and final reading.

EXHIBIT A

LEGAL DESCRIPTION

LEGAL DESCRIPTION:

PARCEL I:

ALL OF LOT 1, AND THE WESTERLY 10 FEET OF LOT 2, BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL II:

LOT 32, EXCEPT PART OF HIGHWAY, BLOCK 1, LARSEN SUBDIVISION, AS PER MAP OR PLAT THEREOF IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LESS THAT PART OF LOT 32, BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING EACH SIDE OF AND WITHIN 50 FEET OF THE SURVEY LINE OF STATE ROAD S-415, SECTION 7951, SAID SURVEY LINE BEING DESCRIBED AS FOLLOWS: BEGINNING ON THE EAST LINE OF LOT 12, BLOCK 1, OF SAID LARSEN SUBDIVISION, AT A POINT 8.23 FEET NORTHERLY FROM THE SOUTHEAST CORNER OF SAID LOT 12 AND RUNNING NORTH 50°04’57" WEST, 893.27 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEASTERLY AND HAVING A RADIUS OF 1910.08 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTER ANGLE OF 0°37’13" A DISTANCE OF 20.68 FEET TO THE NORTH LINE OF LOT 31, BLOCK 1, OF SAID LARSEN SUBDIVISION AT A POINT 69.18 FEET WESTERLY FROM THE NORTHEAST CORNER OF SAID LOT 31.

AND LESS THAT PART OF LOT 32, BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF SAID LOT 32 (NORTHEAST CORNER OF LOT 31, SAID SUBDIVISION), SAID CORNER BEING 11.06 FEET NORTH 64°17'40" EAST OF THE INTERSECTION OF THE EXISTING EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 5-A, AND THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF FLOMICH AVENUE; THENCE RUN NORTH 64°17'46" EAST, ALONG THE NORTH LINE OF SAID LOT 32 (SAID EXISTING SOUTHERLY RIGHT OF WAY LINE OF FLOMICH

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AVENUE) A DISTANCE OF 99.84 FEET TO THE EASTERLY LINE OF SAID LOT 32; THENCE SOUTH 25°38'25" EAST, ALONG SAID EASTERLY LINE OF LOT 32, A DISTANCE OF 4.21 FEET; THENCE SOUTH 64°24'33" WEST A DISTANCE OF 89.27 FEET; THENCE SOUTH 02°11'58" WEST A DISTANCE OF 23.02 FEET TO THE SAID EXISTING EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 5-A (WESTERLY LINE OF SAID LOT 32) AT A POINT 24.38 FEET SOUTH 25°38'25" EAST OF THE POINT OF BEGINNING AND 26.76 FEET SOUTH 50°03'23" EAST OF SAID INTERSECTION; THENCE NORTH 25°38'25" WEST ALONG SAID WESTERLY LINE OF LOT 32 A DISTANCE OF 24.38 FEET TO THE POINT OF BEGINNING.

AND LESS THAT PORTION OF PARCEL I DESCRIBED IN ORDER OF TAKING RECORDED IN O. R. BOOK 3732, PAGE 3453 ON MARCH 13, 1992, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

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EXHIBIT B

DEVELOPMENT AGREEMENT

Exhibit to Ordinance No. _____

DEVELOPMENT AGREEMENT for the project known as Blue Penguin Car Wash Planned Unit Development (PUD) located at 1885 N. Nova Road and 1117 Flomich Street, Holly Hill, (hereinafter referred to as the "Subject Property").

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as the "Agreement") is entered into and made as of the ___ day of _____, 2022, by and between the CITY OF HOLLY HILL, a Florida municipal corporation, with a mailing address of 1065 Ridgewood Ave. Holly Hill, FL 32117 (hereinafter referred to as the "City"), and BDG, LLC, a Florida limited liability company, (hereinafter referred to as the "Owner" or "Owner/Developer") with a mailing address of 6657 78th Avenue N Pinellas Park, FL 33781.

W I T N E S S E T H

WHEREAS, the Owner warrants that it holds legal title to (or is under contract to purchase) the lands located in Volusia County, Florida, and within the corporate limits of the City of Holly Hill, said lands being more particularly described in **Exhibit "A"**, Legal Description for the Subject Property, attached hereto and by this reference made a part hereof; and that the holders of any and all liens and encumbrances affecting such property will subordinate their interests to this Agreement; and

WHEREAS, the Owner/Developer has clear title of the Subject Property or is currently under contract to purchase the Subject Property and intends to develop such property; and

WHEREAS the Owner/Developer or Developer desires to facilitate the orderly development of the Subject Property in compliance with the laws and regulations of the City and of other governmental authorities, and the Owner/Developer desires to ensure that its development is compatible with other properties in the area and planned traffic patterns; and

WHEREAS the development permitted or proposed under this Development Agreement is consistent with the City's Comprehensive Plan, concurrency management system, and all land development regulations; and

WHEREAS it is the purpose of this Agreement to clearly set forth the understanding and agreement of the parties concerning the matters contained herein; and

WHEREAS the Owner/Developer has sought the City's approval to develop the Subject Property, and the City approved **Ordinance No**. _____, through rezoning the Subject Property to a form of Planned Unit Development (PUD), as defined under the City's Land Development Code; and

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WHEREAS, the PUD shall consist of this Agreement as the Written Development Agreement of the PUD, and a Preliminary Plan aka the Preliminary Development Plan, attached hereto as **Exhibit, "B"**, subject to the covenants, restrictions, and easements offered by the Owner/Developer and contained herein, (hereinafter the "Master Development Plan"). Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals and Definitions. The recitals herein contained are true and correct and are incorporated herein by reference. All capitalized terms not otherwise defined herein shall be as defined or described in the City's Land Development Code as it may be amended from time to time, unless otherwise indicated.

2. Ownership. The legal and equitable owners of the Subject Property are First Coast Energy LLC and Eddie Kent Gayhart **(Sellers)**.

3. **Title Opinion/Certification.** The Developer will provide to the City, in advance of the City's execution and recordation of this Agreement, a title opinion from a licensed attorney in the state of Florida, or a certification by an abstractor or title company authorized to do business in the state of Florida, verifying marketable title to the Subject Property to be in the name of the Owner/Developer and any and all liens, mortgages, and other encumbrances that are either satisfied or not satisfied or released of record.

4. **Subordination/Joinder.** Unless otherwise agreed to by the City and if applicable, all liens, mortgages, and other encumbrances that are not satisfied or released of record, must be subordinated to the terms of this Agreement or the Lienholder join in this Agreement. It shall be the responsibility of the Owner/Developer to promptly obtain the said subordination or joinder, in a form and substance that is acceptable to the City Attorney, prior to the execution and recordation of this Agreement.

5. **Duration.** The duration of this Agreement is binding and runs with the land in perpetuity, unless amended.

6. **Development of the Subject Property**. Development of the Subject Property shall be subject to performance standards listed in this Agreement. Where a land use listed below differs from a defined use in the City of Holly Hill's Code of Ordinances, the use listed in this Agreement
shall prevail.

A. Permitted principal uses allowable on the Subject Property:

1. Car Wash
2. Restaurant
3. Restaurant with drive thru
4. Retail
5. Gasoline with Convenience

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6. Bank or Financial Institution
7. Medical not to include blood plasma centers or blood banks

B. Prohibited principal uses, if any:
Unless a use is specifically stated as permitted, it is prohibited.

C. Proposed minimum density (in number of dwelling units per acre) or minimum intensity (measured in floor area ratio): N/A

D. Maximum density permitted measured in floor area ratio: (Point 30) .30

E. Impervious surface is not to exceed 70% of the gross square footage for the Subject Property.

F. Minimum open space shall be 30% of the subject property.

G. Minimum landscaping and buffer-yard requirements are as shown and stated on the Preliminary Development Plan and landscaping plans. Buffers are at a minimum:

1. Flomich Street: 10 feet
2. Sunset Lane: 15 feet
3. Nova Road: 12 feet
4. Rear yard (south): 5 Feet

H. Minimum lot size area (in acreage or square footage): 1 acre

I. Minimum lot width (in feet): 180’

J. Minimum yard setbacks:

1. Flomich Street: 25 feet
2. Sunset Lane: 25 feet
3. Nova Road: 25 feet
4. Rear yard: 10 Feet

K. Maximum building height (in feet): 40’

L. Minimum parking standards are as shown and stated on the Preliminary Plan.

M. Lighting shall not exceed .5-foot candles at the property line.

N. Access: The property shall have a right in only entrance on Nova Road, and no exit onto Nova Road. Ingress/egress on Sunset Lane is permitted except that signage shall be posted to indicate left turn only, upon exiting the property onto Sunset Lane.

O. Intentionally Deleted (N/A)

P. Utility provision and dedication: The Owner/Developer shall connect to the City

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of Holly Hill's central utility systems when available, or to another approved utility provider where applicable, at their sole cost and expense. Utility fees shall be paid to City of Holly Hill or to the applicable utility provider.

Q. Stormwater and Environmental: Per parcel stormwater systems or master stormwater systems shall be owned and maintained by an established Homeowner's Association or Property Owner's Association, if such entities are required, or by the property owner in private ownership, and shall not be dedicated to or become the responsibility of the City of Holly Hill. All environmental permitting, mitigation, and/or soil and erosion control for the property shall conform to all federal, state, and local permits/requirements, and shall be the sole responsibility of the Homeowner's Association or Property Owner's Association, if such entities are required, or by the property owner, and shall be maintained in good condition/standing with the applicable permitting authorities. Best Management Practices and conformance to National Pollutant Discharge Elimination System (NPDES) criteria are required.

R. Transportation, site access, and traffic devices: The Owner/Developer is responsible for all transportation improvements within the Subject Property and any off-site transportation improvements required because of the proposed development, for site function, which maintains or improves the level of service for area roadways, and ensures the public health, safety, and welfare for the community. All permits shall be obtained from appropriate permitting agencies prior to development and the City shall determine the appropriate level of service per the City Comprehensive Plan and current traffic counts.

7. **Public Facilities/Land Dedication.** Facilities or tracts that either are or shall become public facilities/tracts that will serve the development and/or are on the Subject Property are, as follows: NONE.

8. **Development Permits/Fees.** The Owner/Developer is responsible for obtaining permitting, and the payment of all fees for facilities and services for the Subject Property. Any site permits shall be kept current with the respective permitting agency and shall ensure the protection of the public health, safety, and welfare of the community and the development. All impact fees are applicable, and no impact fee credits shall be awarded through this Agreement; unless a cessation exists through a City moratorium that is Citywide. Proportionate fair share site improvements shall not be used in lieu of impact fees.

9. **Obligations.** Should the Owner/Developer fail to undertake and complete its obligations as described in this Agreement to the City's specifications, then the City shall give the Owner/Developer thirty (30) days written notice to commence and ninety (90) days to complete said required obligation. If the Owner/Developer fails to complete the obligations within the ninety (90) day period, then the City, without further notice to the Owner/Developer, or its successors in interest, may, without prejudice to any other rights or remedies it may have, place liens and take enforcement action on the Subject Property. A lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees, by their execution of the subordination or joinder documents, agree to subordinate their liens or mortgages to the City's said liens or assessments. Notice to the Owner/Developer and its successors in interest

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shall be deemed to have been given upon the mailing of notice to the address or addresses set forth in **Paragraph (19)** hereof.

10. **Site Plan/Plat Approval.** The Master Development Plan, is the Preliminary Plan of the PUD and this Written Development Agreement. The Master Development Plan shall not replace, supersede, or absolve the Owner/Developer from approvals for any site plan, preliminary plat, and/or final plat and their respective regulations. Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.

11. **Indemnification.** The Owner/Developer shall indemnify and hold the City harmless from any and against all claims, demands, disputes, damages, costs, expenses, (to include attorneys' fees whether or not litigation is necessary and if necessary, both at trial and on appeal), incurred by the City as a result, directly or indirectly, of the use or development of the Subject Property, except those claims or liabilities caused by or arising from the negligence or intentional acts of the City, or its employees or agents. It is specifically understood that the City is not guaranteeing the appropriateness, efficiency, quality or legality of the use or development of the Subject Property, including but not limited to, drainage or water/sewer plans, fire safety, or quality of construction, whether inspected, approved, or permitted by the City.

12. **Compliance.** The Owner/Developer agrees that it, and their successors and assigns, will abide by the provisions of this Agreement, the City's Comprehensive Plan and the City's Code of Ordinances, including but not limited to, the site plan regulations of the City as amended from time to time, which are incorporated herein by reference and such subsequent amendments hereto as may be applicable. Further, all required improvements, including landscaping, shall be continuously maintained by the Owner/Developer, or their successors and assigns, in accordance with the City's Code of Ordinances. The City may, without prejudice to any other legal or equitable right or remedy it may have, withhold permits, Certificates of Occupancy, or plan/plat approvals to the Subject Property, should the Owner/Developer fail to comply with the terms of this Agreement. In the event of a conflict between this Development Agreement and the City's Land Development Code, the more restrictive regulations shall govern the development of the Subject Property.

13. **Obligations for Improvements.** Any surface improvement as described and required hereunder included, but not limited to such as signalization, walls, stormwater management facilities, medians, and utilities, or any other surface improvement shall be performed prior to the issuance of the first Certificate of Occupancy on that portion of the Subject Property that the surface improvement(s) relates or is otherwise scheduled in this Agreement. Should the Owner/Developer fail to undertake and complete its obligations as described in this Agreement and to the City's specifications, then the City shall give the Owner/Developer thirty (30) days written notice to commence and ninety (90) days to complete said required obligation at the sole expense of the Owner/Developer. If the Owner/Developer fails to complete the obligations within the ninety (90) day period, then the City, without further notice to the Owner/Developer and their successors and assigns in interest, may but shall not be required to, perform such obligations at the expense of the Owner/Developer or their successors and assigns in interest, without prejudice to any other rights or remedies the City may have under this Agreement. Further, the City is hereby authorized to immediately recover the actual and verified cost of completing the obligations required under this Agreement and any legal fees

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from the Owner/Developer in an action at law for damages, as well as record a lien against the Subject Property in that amount. The lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees. Notice to the Owner/Developer and their successors and assigns in interest shall be deemed to have been given upon the mailing of notice as provided in **paragraph (19)** of this Agreement.

14. **Environmental and Tree Preservation.** The Owner/Developer is responsible to obtain all site related permits and approval prior to any development activity on or for the Subject Property. This may involve mitigation for habitat of threatened or endangered flora and fauna or species identified for protection (i.e., tree preservation). This Agreement does not vest or exempt the Owner/Developer from any permitting and mitigation obligations needed to develop a Subject Property.

15. **Intentionally Deleted (N/A)**

16. **Enforcement.** Both parties may seek specific performance of this Agreement and/or bring an action for damages in a court within Volusia County, Florida, if either party breaches this Agreement. If enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Owner/Developer shall be responsible for the payment of all the City's costs and expenses, including attorney fees, whether or not litigation is necessary and, if necessary, both at trial and on appeal. Such costs, expenses and fees shall also be a lien upon the Subject Property superior to all others. Should this Agreement require the payment of any monies to the City, the recording of this Agreement shall constitute a lien upon the Subject Property for said monies, until said are paid, in addition to such other obligations as

this Agreement may impose upon the Subject Property and the Owner/Developer. Interest on unpaid overdue sums shall accrue at the rate of the lesser of eighteen percent (18%) compounded annually or at the maximum rate allowed by law.

17. **Utility Easements.** For any easement not established on a plat for the Subject Property, the Owner/Developer shall provide to the City such easements and other legal documentation, in a form mutually acceptable to the City Attorney and the Owner/Developer, as the City may deem reasonably necessary or appropriate for the installation and maintenance of the utility and other services, including but not limited to, sanitary sewer, potable water, and reclaimed water services, electric, cable, gas, fire protection and telecommunications.

18. **Periodic Review.** The City reserves the right to review the Subject Property in relation to this Agreement periodically to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the City finds that based on substantial competent evidence that there has been a failure to comply with the terms of this Agreement, the City may not issue development orders or permits until compliance with this Agreement has been established.

19. **Notices.** Where notice is herein required to be given, it shall be by certified mail return receipt requested, hand delivery or nationally recognized courier, such as Federal Express or UPS. E-mail delivery of documents shall not replace or be in lieu of the aforementioned process. Said notice shall be sent to the following, as applicable:

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OWNER/DEVELOPER'S REPRESENTATIVES:

CITY'S REPRESENTATIVES:
City Manager
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

With copy to:

Director
Community Development
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32725

OWNER DEVELOPER:
Registered Agent
Cockey, Preston Ojr.
110 E Madison St Ste 204
Tampa, Fl 33602

With copy to:

Manager
Yepes, Carlos
6654 78th Ave N
Pinellas Park, Fl 33781

Should any party identified above change, it shall be said party's obligation to notify the remaining parties of the change in a fashion as is required for notices herein. It shall be the Owner/Developer's obligation to identify its lender(s) to all parties in a fashion as is required for notices herein.

20. **Compliance with the Law.** The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner/Developer of the Subject Property from the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

21. **Captions.** The captions used herein are for convenience only and shall not be relied upon in construing this Agreement.

22. **Binding Effect.** This Agreement shall run with the land, and shall be binding upon and inure to the benefit of the Owner/Developer and their successors and assigns in interest, and the City and their successor and assigns in interest. This Agreement shall become effective upon its execution and recordation with the Public Records of Volusia County, Florida. This Agreement does not, and is not intended to, prevent, or impede the City from exercising its

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legislative authority as the same may affect the Subject Property.

23. **Subsequently Enacted State or Federal Law.** If either state of federal law is enacted after the effective date of this Agreement that is applicable to and precludes the parties' compliance with the terms of this Agreement, this Agreement and correlating zoning amendment shall be modified or revoked, as is necessary, to comply with the relevant state or federal law.

24. **Severability.** If any part of this Development Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Development Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be effected. To that end, this Development Agreement is declared severable.

25. **Covenant Running with the Land.** This Agreement shall run with the Subject Property and inure to and be for the benefit of the parties hereto and their respective successors and assigns and any person, firm, corporation, or entity who may become the successor in interest to the Subject Property or any portion thereof.

26. **Recordation of Agreement.** The parties hereto agree that an executed original of this Agreement shall be recorded by the City, at the Developer's expense, in the Public Records of Volusia County, Florida.

27. **Applicable Law/Venue.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue of any litigation relating to this Agreement shall be in the courts of Volusia County, Florida.

28. **Time of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement. The Owner/Developer shall execute this Agreement within ten (10) business days of City Commission adoption and agrees to pay the cost of recording this document in the Public Records of Volusia County, Florida. Failure to execute this Agreement within ten (10) business days of this ordinance adoption may result in the City not issuing development orders or permits until execution and recordation of this Agreement has occurred.

29. **Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings, and agreements, with respect to the subject matter hereof; provided however, that it is agreed that this Agreement is supplemental to the City's Comprehensive Plan and does not in any way rescind or modify any provisions of the City's Comprehensive Plan. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

30**. Amendments.** Amendments to the Master Development Plan (MDP) shall be subject to the requirements of Section 114-771(g)(4) of the City of Holly Hill Land Development Regulations, which state that minor amendments to the Preliminary Plan not violating any terms of the written development agreement and not altering the intent and purpose of the MDP may be approved by the Development Code Administrator after such departmental comment as he/she deems appropriate. Minor changes shall be limited to items such as small

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adjustments to building footprints, allocation of uses within a defined parcel such as retention areas, parking etc. Major amendments will require full review and shall include relocation of uses on the site, except as permitted by the MDP, changes to building styles, changes to landscaping requirements, etc. Decisions as to whether modifications are Major or Minor shall be at the sole discretion of the Development Code Administrator.

31. **Effective Date.** The Effective Date of this Agreement shall be the day this Agreement is recorded in the Public Records of Volusia County, Florida.

IN WITNESS WHEREOF, the Owner, the Developer and the City have executed this Agreement.

OWNER/DEVELOPER

By:

_____
Signature of Witness # 1

_____
Signature

_____
Print or type name

_____
Print or type name

As:

_____
Signature of Witness #2

_____
Print or type

_____
Print or type name

ATTEST:

_____
Signature

_____
Print or Type Name

As:

_____
Mailing Address: _____

_____

_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

Sworn to (or affirmed) and subscribed before me, by means of ☐ physical presence or ☐ online notarization**,** this ____ day of _____, 2021, by _____, who is personally known to me or produced _____ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

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_____
Notary Signature

_____
Printed Name

Commission No.: _____
My Commission Expires: _____

DEVELOPER

By:

_____
Signature of Witness # 1

_____
Signature

_____
Print or type name

_____
Print or type name

As:

_____
Signature of Witness #2

_____
Print or type

_____
Print or type name

ATTEST:

_____
Signature

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_____
Print or Type Name

As:

_____

Mailing Address: _____
_____
_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

Sworn to (or affirmed) and subscribed before me, by means of ☐ physical presence or ☐ online notarization**,** this ____ day of _____, 2021, by _____, who is personally known to me or produced _____ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

_____
Notary Signature

_____
Printed Name

Commission No.: _____
My Commission Expires: _____

CITY OF HOLLY HILL:

By: _____

Date: _____

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ATTEST:

_____

Date: _____

Mailing Address:
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

STATE OF FLORIDA
COUNTY OF VOLUSIA

Sworn to (or affirmed) and subscribed before me, by means of ☐ physical presence or ☐ online notarization**,** this ____ day of _____, 2021, by _____, who is personally known to me or produced _____ as identification and did/did not take an oath.

NOTARY PUBLIC, STATE OF FLORIDA

_____
Notary Signature

_____
Printed Name

Commission No.: _____
My Commission Expires: _____

Approved as to form and legality for use and reliance by the City of Holly Hill, Florida

_____
Scott Simpson
City Attorney

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EXHIBIT A

LEGAL DESCRIPTION:

PARCEL I:

ALL OF LOT 1, AND THE WESTERLY 10 FEET OF LOT 2, BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL II:

LOT 32, EXCEPT PART OF HIGHWAY, BLOCK 1, LARSEN SUBDIVISION, AS PER MAP OR PLAT THEREOF IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LESS THAT PART OF LOT 32, BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING EACH SIDE OF AND WITHIN 50 FEET OF THE SURVEY LINE OF STATE ROAD S-415, SECTION 7951, SAID SURVEY LINE BEING DESCRIBED AS FOLLOWS: BEGINNING ON THE EAST LINE OF LOT 12, BLOCK 1, OF SAID LARSEN SUBDIVISION, AT A POINT 8.23 FEET NORTHERLY FROM THE SOUTHEAST CORNER OF SAID LOT 12 AND RUNNING NORTH 50°04’57" WEST, 893.27 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEASTERLY AND HAVING A RADIUS OF 1910.08 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTER ANGLE OF 0°37’13" A DISTANCE OF 20.68 FEET TO THE NORTH LINE OF LOT 31, BLOCK 1, OF SAID LARSEN SUBDIVISION AT A POINT 69.18 FEET WESTERLY FROM THE NORTHEAST CORNER OF SAID LOT 31.

AND LESS THAT PART OF LOT 32, BLOCK 1, LARSEN SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 11, PAGE 252, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF SAID LOT 32 (NORTHEAST CORNER OF LOT 31, SAID SUBDIVISION), SAID CORNER BEING 11.06 FEET NORTH 64°17'40" EAST OF THE INTERSECTION OF THE EXISTING EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 5-A, AND THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF FLOMICH AVENUE; THENCE RUN NORTH 64°17'46" EAST, ALONG THE NORTH LINE OF SAID LOT 32 (SAID EXISTING SOUTHERLY RIGHT OF WAY LINE OF FLOMICH AVENUE) A DISTANCE OF 99.84 FEET TO THE EASTERLY LINE OF SAID LOT 32; THENCE SOUTH 25°38'25" EAST, ALONG SAID EASTERLY LINE OF LOT 32, A DISTANCE OF 4.21 FEET; THENCE SOUTH 64°24'33" WEST A DISTANCE OF 89.27 FEET; THENCE SOUTH 02°11'58" WEST A DISTANCE OF 23.02 FEET TO THE SAID EXISTING EASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 5-A (WESTERLY LINE OF SAID LOT 32) AT A POINT 24.38 FEET SOUTH 25°38'25" EAST OF THE POINT OF BEGINNING AND 26.76 FEET SOUTH 50°03'23" EAST OF SAID INTERSECTION; THENCE NORTH 25°38'25" WEST ALONG SAID WESTERLY LINE OF LOT 32 A DISTANCE OF 24.38 FEET TO THE POINT OF BEGINNING.

Attachment: Minutes - December 13, 2022 - Regular City Commission meeting (3987 : Minutes)

AND LESS THAT PORTION OF PARCEL I DESCRIBED IN ORDER OF TAKING RECORDED IN O. R. BOOK 3732, PAGE 3453 ON MARCH 13, 1992, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

Enacted and approved this 13th day of December, 2022, in Holly Hill

7. COMMUNICATIONS

A. City Manager Comments

Mr. Forte mentioned that he needs a letter of support signed again. If they remember when they went for the grant for the fire station and for the sewer line going west of Nova, that they were applying through the lobbyist, he will need another one that he doesn't have written yet but he would like for the Commission to go ahead and authorize the Mayor to sign that support letter on behalf of the Commission and that's actually going to be a grant for backflow preventers, the duckbills for the south end of the city and it will hopefully keep some of that water back from the river.

Mayor Via asked is that for the Florida Legislature?

Mr. Forte stated, yes.

Mayor Via asked if there was any objection from the Commission on that? There was none.

Mr. Forte mentioned this is just a reminder, a year from now, the city will be hosting the Volusia League of Cities dinner on December 7, 2023 and we need to find a location that's going to seat approximately 150 people. He's not sure if we have that capacity anywhere in the city with the exception of the potential of Sica Hall. Just keep that in the back of your minds. Over the next couple of months we'll talk about it but we need to lock in something soon because it's prior to the holidays and things will book up quickly unless we do something here at Sica Hall.

B. City Attorney Comments

Attorney Simpson wished everyone a Merry Christmas and Happy New Year.

C. City Commission Comments

The Commissioners wished everyone a Merry Christmas and Happy New Year. Thanked staff for a nice Christmas tree lighting ceremony and parade; appreciated all the hard work to put them together.

Commissioner Penny reminded everyone that they have to submit their recommendations for Citizen of the Year 2022; 729 Christmas food boxes were put together at R & R Industries for families and 75 of those boxes went to Holly Hill families and thanked everyone who was able to come out and help.

Commissioner Johnson gave a brief TPO meeting update.

Attachment: Minutes - December 13, 2022 - Regular City Commission meeting (3987 : Minutes)

D. Mayor's Comments

Mayor Via mentioned at the Mayors Roundtable meeting this week and one of the things that was brought up was the Barracks of Hope; they serve Veterans and they are building a new facility. They have a $1 million dollar grant from the VA to help and $1 million dollars from Volusia County and they are $400,000 short. They are asking for a capital one-time expense help from each of the sixteen cities of $25,000 and we will have our own sponsored room there that we can include things. Mayor Via mentioned that he will get all the information to the Commission at the proper time but he just wanted to give them a heads up and he'll ask for that sometime in the new year, maybe towards budget time. They have Citizen of the Year and he knows that Vice-Mayor brought up Volunteer of the Year who may not live in the city and he's okay with going that way as well. He has recognized a citizen who has done quite a bit and starting to do more and that's Ms. Lesley Graham who has helped with National Night Out and the bounce houses, Movie with A Cop, she does a lot of little things for her neighborhood, cooked meals for her entire street during the hurricanes. He thought it would be a nice recognition if they go with a citizen but if they have anyone else they can mention them in their comments.

8. ADJOURNMENT

The meeting adjourned at approximately 6:20 PM.

Attachment: Minutes - December 13, 2022 - Regular City Commission meeting (3987 : Minutes)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES ● DECEMBER 20, 2022

City Commission Chamber **Special Meeting** **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

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

2. CITIZEN OF THE YEAR 2022 DISCUSSION & SELECTION

1.

Citizen of the Year 2022 Discussion and Selection

(Requested by Valerie Manning, City Clerk)
The Mayor and City Commissioners met for a special meeting to discuss and pick the 2022 Citizen of the Year. ***There was consensus to select Tom Gray*** from the Holly Hill Police Department who serves the community as a VIP for the Police Department and assists with various events the Police Department holds for the community at-large.
Mayor Via opened public participation. There was no one to speak.

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

3. ADJOURNMENT

The special meeting was adjourned at approximately 4:10 PM.

Attachment: Minutes - December 20, 2022 - Special CC meeting - Citizen of The Year 2022 Selection (3987 : Minutes)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **January 10, 2023**
FROM: **Susan Lincoln**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, to Approve the Auction of Items Identified to be Surplus According to Purchasing Policy Section 13.2; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2023-R-1**
APPLICANT:
PLANNER:

DISCUSSION:

The fixed assets and other items in the attached list have been identified as being surplus property available for disposition as defined in the City's Purchasing Policy originally adopted by Resolution 2018-R-30 on May 8, 2018. This Policy was amended by Resolution 2020-R-35 on July 28, 2020, Resolution 2021-R-70 on September 13, 2021, Resolution 2021-R-105 on November 23, 2021 and Resolution 2022-R-17 on March 8, 2022.

Section 13.2 Disposition of Surplus Property states: "The Finance Department has the discretion to classify any City property/equipment as surplus this is obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function and is not otherwise lawfully disposed of per the City Charter or Ordinance. Qualifying property/equipment may be disposed of for value without bids to any governmental unit or if the property is without commercial value, it may be donated, destroyed, or abandoned. (Section 274.06 F.S.). Property valued to be under $5,000, may be disposed of in the most efficient and cost-effective means as determined by the Finance Department."

FISCAL ANALYSIS:

The proceeds from the sale of the surplus items will be placed in the fund that acquired the fixed assets being disposed.

STAFF RECOMMENDATION:

Staff recommends the City Commission declare the equipment identified in the attached document as surplus and authorize the disposal of the surplus equipment as appropriate.

COMMISSION GOAL:

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

MOTION:

AUTHORIZE THE CITY MANAGER TO DISPOSE OF THE ATTACHED LIST OF SURPLUS EQUIPMENT.

ATTACHMENTS:

- Disposal List for Commission Meeting 01.10.2023(PDF)
- Purchasing Policy Section 13.2 Disposal of Surplus Property (PDF)

Resolution No. 2023-1

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

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

WHEREAS, the Police Department has identified one (1) vehicle that is no longer in use or has been replaced to include a 2015 BMW Motorcycle; and the IT Department has identified seven (7) items that are no longer in use or have been replaced to include four (4) handheld tablets, one (1) printer, and two (2) scanners.

WHEREAS, public auction of surplus vehicles will generate revenue for the City to be placed in the fund of that acquired the fixed asset.

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 sale of surplus vehicles and equipment at Manheim Auto Auction or to be scrapped if unable to be sold at auction.

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

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

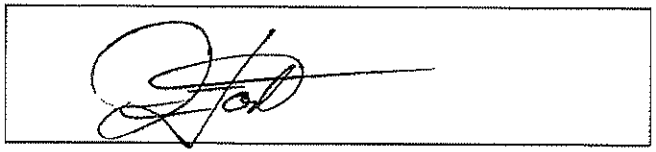
APPROVED AND AUTHENTICATED on this 10th day of JANUARY, 2023.

Disposal Request Form

DATE : 1/10/2023

Item #	Asset Tag	Asset Type Description / Model	Manufacturer	Model	Serial Number	Service #	Date of Purchase	Purchase Cost	Book Value	Location	Note
GG	2016000001	2015 BMW R1200RTP Motorcycle	BMW		WB10A1308FZ192543		10/15/2015	24,000.00	$0.00	PW Yard	To be sold at auction
GG											
GG											
GG											
GG											
GG											
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GG											
GG											
GG											
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GG											
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								24,000.00			

City Manager Signature/Date



Attachment: Disposal List for Commission Meeting 01.10.2023 (2023-R-1 : Disposal of Fixed Assets and Other Items)

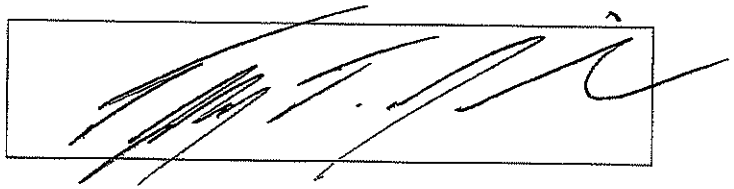
Disposal Request Form

DATE : 1/10/2023

Item #	Asset Tag	Asset Type Description / Model	Manufacturer	Model	Serial Number	Service	Date of Purchase	Purchase Cost	Book Value	Location	Notes
GG	2016000001	2015 BMW R1200RTP Motorcycle	BMW		WB10A1308FZ192543		10/15/2015	24,000.00	$0.00	PW Yard	To be sold at auction
GG											
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								24,000.00			

CHIEF OF POLICE

City Manager Signature/Date



CAPITAL ASSET SURPLUS / TRANSFER / DISPOSAL FORM

HOLLY HILL
FLORIDA

I SURPLUS REQUEST (Initiated by Dept Head)

Asset Tag 2016000001 Description 2015 BMW R1200RTP Motorcycle
VIN # WB10A1308FZ192543 Date Purchased 10/15/2015
Department Police Department
Department Head _____ JEFF MULLIN 12-16-22
Signature Printed Date
Reason for Surplusing Too clostly to repair.

If applicable, Mileage _____ Hours _____

Trade-In_____ **Vendor**_____ **Trade-in Value**_____
Scrap_____ Cannibalize_____ Destroy/Discard_____ **Insurance Claim Filed? Y or N**
Auction_____ Donate_____ Other_____

All Requests will be emailed to Dept Heads as available 1st day of Each Month

II TRANSFER REQUEST? Y N If Yes, Signature of Receiving Dept
Required Here:
Receiving Dept Receiving Dept Signature

IF YES, STOP HERE & FORWARD FORM WITH RECEIVING DEPT SIGNATURE TO FINANCE

If No, item will go before Commission for Approval to Surplus

III COMMISSION APPROVAL TO SURPLUS Agenda Date _____
Notification of Approval sent to Dept Head Initial/Date _____
Surplus Approval Notated in WASP Initial/Date _____

IV DISPOSAL

___ ***SCRAPPED-CANNIBALIZED-DESTROYED***
Insurance Claim Filed _____ Date _____
Witnessed By _____ Date _____

___ ***TRADED IN*** Trade in was for _____ Date _____
Vendor Name _____ Trade In Value _____
New Equipment Property Tag # _____

___ ***AUCTIONED*** Sold To _____
Auction Price _____ Date Sold _____

___ ***DONATED*** Donated To _____

___ ***OTHER*** _____

Attachment: Disposal List for Commission Meeting 01.10.2023 (2023-R-1 : Disposal of Fixed Assets and Other Items)

HOLLY HILL
FLORIDA

Inventory Surplus Request Form

Department: IT
Date: 12/14/2022

Asset Tag	Asset Type Description	Serial Number	Veh/Unit	Manufacturer	Model	Book Value	Date of Purchase
	Handheld Tablet	0W1830017237		Algix	ALGIZ8X		
	Handheld Tablet	0W1840007839		Algix	ALGIZ8X		
	Handheld Tablet	0W1830017220		Algix	ALGIZ8X		
	Handheld Tablet	0W1830017237		Algix	ALGIZ8X		
	Printer	JPCCNBM0WL		HP	B5L25A		
	Scanner	54037828		Kodak	i1150 Scanmate		
	Scanner	54042050		Kodak	i1150 Scanmate		
Totals						$0.00	

Department Head Signature/Date

12/14/22

Finance Director Signature/Date

12/14/22

City Manager Signature/Date

Attachment: Disposal List for Commission Meeting 01.10.2023 (2023-R-1 : Disposal of Fixed Assets and Other Items)

to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, suppliers, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being place on the convicted vendor list."

POLICY 12.4 PERSONAL USE OF GOVERNMENT CONTRACTS OR PRICING

If a vendor offers bid prices to all government officials and employees, the City's officials and employees may avail themselves of such. However, the product must be ordered and paid for by the official or employee directly to the vendor.

CHAPTER 13 - CAPITAL ASSET

Capital asset control entails tracking, compiling and maintaining an inventory of capital assets to control losses due to negligence or theft, to provide a basis for insurance claims and identify surpluses. Capital asset records are set up to comply with Florida Statute 274.

POLICY 13.1 CAPITAL ASSET TRACKING

Capital assets are tangible items (e.g. land, buildings, building improvements, vehicles, machinery, equipment and infrastructure) or intangible items (e.g. easements, water rights) with original cost or value of $5,000 or more (Higher thresholds depending on type of assets), with an estimated useful life of one (1) to five (5) years following the date of acquisition. Capitalization thresholds are to be applied to individual items rather than groups of similar items (e.g. desks and tables), unless the effect of doing so would be to eliminate a significant portion of total capital assets. Additional Finance Department Capital Asset Policies are available for additional thresholds and requirements.

POLICY 13.2 DISPOSITION OF SURPLUS PROPERTY

Disposition of surplus property shall be in accordance with Section 166 of Florida Statute. Each Department/Department must report its surplus or obsolete property, equipment, or supplies to the Finance Department. Once this is approved as surplus by the Finance Department shall be held until surplused. The Department shall provide a "Property Disposition Form" which shall include - all property/equipment declared surplus or obsolete and the requested method of disposition as mandated by "Florida Law". (F.S. 274.03)

The Finance Department has the discretion to classify any City property/equipment as surplus that is obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function and is not otherwise lawfully disposed of per the City Charter or Ordinance. Qualifying property/equipment may be disposed of for value without bids to any governmental unit or if the property is without commercial value it may be donated, destroyed, or abandoned. (F.S. 274.06) Property valued to be under $5,000, may be disposed of in the most efficient and cost-effective means as determined by the Finance Department. Any sale of property the value of which is estimated to be $5,000 or more shall be sold only to the highest responsible bidder or by public auction. (F.S. 274.06).

Attachment: Purchasing Policy Section 13.2 Disposal of Surplus Property (2023-R-1 : Disposal of Fixed Assets and Other Items)

All Property/equipment valued at $ 25,000 and above shall be approved by the City Commission and sold at public auction.

Attachment: Purchasing Policy Section 13.2 Disposal of Surplus Property (2023-R-1 : Disposal of Fixed Assets and Other Items)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **January 10, 2023**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Piggybacking of Ormond Beach Agreement 2020-24 and Affiliated Price Increase Resolution Between the City of Ormond Beach and Carmeuse Lime & Stone, Inc., for the Purchase of Quicklime for Fiscal Year 2022-2023, and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2023-R-2**
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill Water Treatment Facility uses quicklime to both soften our water supply and raise the pH of raw water. This is a necessary step in the water treatment process.

The City of Ormond Beach has a competitively bid active agreement with Carmeuse Lime and Stone to provide their annual supply of quicklime. The City's policy on piggybacking is detailed below:

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 are 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 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.).

The City of Ormond Beach, FL holds an agreement with Carmeuse Lime & Stone, Inc., (Carmeuse) to provide their annual supply of quicklime. Carmeuse has offered to provide this product to the City of Holly Hill (COHH) under the same competitively bid price agreement. City of Ormond Beach Bid #2020-24 is attached as Exhibit A.

Due to the increasing cost of goods and materials, a price increase was proposed and accepted by the City of Ormond Beach, with an effective date of December 8, 2022. The cost increase proposed by Carmeuse Lime & Stone, Inc. is attached under 'Exhibit B' and City of Ormond Beach resolution accepting this price increase is attached under 'Exhibit C'. Correspondence from Carmeuse Lime & Stone, Inc. Indicating that the City of Holly Hill may piggyback agreement 2020-24 with the same pricing is attached as 'Exhibit D'.

FISCAL ANALYSIS:

The cost of quicklime was approved in the FY2022-2023 budget in the amount of $140,000 under account 400-3010-533-5201. The actual amount of expenditures for the above chemical will vary with use throughout the year as required by the treatment process. Staff proposes that the City Manager be authorized to execute a purchase order in an amount not to exceed $140,000 for the purchase of quicklime in FY2022-2023.

STAFF RECOMMENDATION:

Approve the piggyback of Ormond Beach Bid 2020-24 and affiliated price increase resolution between Carmeuse Lime & Stone, Inc., and the City of Ormond Beach, and authorize expenditures for quicklime in an amount not to exceed $140,000, and authorize the City Manager to execute the same.

COMMISSION GOAL:

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

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

MOTION:

APPROVE THE PIGGYBACK OF ORMOND BEACH BID 2020-24 AND AFFILIATED PRICE INCREASE RESOLUTION BETWEEN CARMEUSE LIME & STONE, INC.,

AND THE CITY OF ORMOND BEACH, AND AUTHORIZE EXPENDITURES FOR QUICKLIME IN AN AMOUNT NOT TO EXCEED $140,000, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A - COOB Bid No 2020-24 (High Calcium Bulk Quicklime) Carmeuse (PDF)
- Exhibit B - Carmeuse Quote for Price Increast to City of Ormond Beach (PDF)
- Exhibit C - City of Ormond Beach RES NO 2022-161 (PDF)
- Exhibit D - Carmeuse Quote for CIty of Holly Hill (PDF)

Resolution No. 2023-2

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACKING OF ORMOND BEACH AGREEMENT 2020-24 AND AFFILIATED PRICE INCREASE RESOLUTION BETWEEN THE CITY OF ORMOND BEACH AND CARMEUSE LIME & STONE, INC., FOR THE PURCHASE OF QUICKLIME FOR FISCAL YEAR 2022-2023, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF ORMOND BEACH BID 2020-24 AND AFFILIATED PRICE INCREASE RESOLUTION BETWEEN CARMEUSE LIME & STONE, INC., AND THE CITY OF ORMOND BEACH, AUTHORIZE EXPENDITURES FOR QUICKLIME IN AN AMOUNT NOT TO EXCEED $140,000, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill is in need of quicklime for water treatment process; and

WHEREAS, the City of Ormond Beach has secured a pricing agreement with Carmeuse Lime & Stone, Inc., for their annual supply of quicklime; and

WHEREAS, Carmeuse Lime & Stone, Inc., has agreed to allow the City of Holly Hill to piggyback this agreement at same coast as they have offered the City of Ormond Beach; 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 increase and the piggyback of the agreement the City of Ormond Beach has with Carmeuse Lime & Stone, Inc., for the

purchase of Fiscal Year 2022-23 supply of quicklime for the water treatment process 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 piggyback of Bid 2020-24 and affiliated cost increases between the City of Ormond Beach and Carmeuse Lime & Stone, Inc., for the purchase of the Fiscal Year 2022-23 supply of quicklime in an amount not to exceed $140,000 and authorizes City Manager to execute the same.

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

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

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

PLEASE READ & UPDATE: NEW CARMEUSE BID CONTACT & EMAIL

CARMEUSE

Mailing Address

Please note that *future* Bid Packages/Requests/Contracts, should be mailed to our corporate office at:

Carmeuse Lime
11 Stanwix Street – 21st Floor
Pittsburgh, PA 15222
Attn: Inside Sales

Bid Results / Contracts:

Please email **bid tabs/results** to the following:

Salesinquiries@carmeuse.com

Should you have any questions, or need clarification on our submittal, please call the Inside Sales team at 866-780-0974.

Thank you

Attachment: Exhibit A - COOB Bid No 2020-24 (High Calcium Bulk Quicklime) Carmeuse (2023-R-2 : Approval of Price Increase and

CARMEUSE

NSF/ANSI Standard 60 Classification

NSF International has classified the following Carmeuse Lime manufacturing locations & their products for use as drinking water additives

Location	Chemical Name	Categories	Maximum Use Level
BEACHVILLE OPERATION P.O. Box 190 Ingersoll, Ontario N5C 3K5 Certificate # IE467-02	Calcium Oxide Calcium Hydroxide	Softening, precipitation & pH adjustment Softening, precipitation & pH adjustment	500 mg/Liter 650 mg/Liter
RIVER ROUGE OPERATION 25 Marion Avenue River Rouge, Michigan 48218 Certificate # IE465-02	Calcium Oxide Calcium Hydroxide	Softening, precipitation & pH adjustment Softening, precipitation & pH adjustment	500 mg/Liter 650 mg/Liter
WINCHESTER OPERATION 508 Quarry Lane Clear Brook, VA 22624 Certificate # CO271212	Calcium Oxide	Softening, precipitation & pH adjustment	500 mg/Liter
BUFFINGTON OPERATION North Clark Road at Lake Michigan Gary, Indiana 46420 Certificate # IE466-02	Calcium Oxide Calcium Hydroxide	Softening, precipitation & pH adjustment Softening, precipitation & pH adjustment	500 mg/Liter 650 mg/Liter
ANNVILLE OPERATION Route 422 & Clear Spring Road Annville, Pennsylvania 17003 Certificate # IE463-02	Calcium Oxide Calcium Hydroxide	Softening, precipitation & pH adjustment Softening, precipitation & pH adjustment	500 mg/Liter 650 mg/Liter
BLACK RIVER OPERATION 9043 Highway 154 Butler, Kentucky 41006 Certificate # IE461-02	Calcium Oxide Calcium Hydroxide	Softening, precipitation & pH adjustment Softening, precipitation & pH adjustment	500 mg/Liter 650 mg/Liter
LONGVIEW OPERATION 599 Highway 31 South Saginaw, Alabama 35137 Certificate # IE462-02	Calcium Oxide Calcium Hydroxide	Softening, precipitation & pH adjustment Softening, precipitation & pH adjustment	500 mg/Liter 650 mg/Liter
STRASBURGOPERATION 1696 Oranda Road Strasburg, Virginia 22657 Certificate # COO23848-02	Calcium Oxide Calcium Hydroxide	Softening, precipitation & pH adjustment Softening, precipitation & pH adjustment	500 mg/Liter 650 mg/Liter
LUTTRELL OPERATION 486 Clinch Valley Road Luttrell, Tennessee 37779 Certificate # COO23849-01	Calcium Oxide Calcium Hydroxide	Softening, precipitation & pH adjustment Softening, precipitation & pH adjustment	500 mg/Liter 650 mg/Liter
GRAND RIVER OPERATION 15 Williams Street Grand River, Ohio 44045 Certificate # CO177962-01	Calcium Oxide	Softening, precipitation & pH adjustment	500 mg/Liter
PELICAN TERMINAL 12797 Scenic Highway Baton Rouge, Louisiana 70807 Certificate # CO215771-01	Calcium Oxide Calcium Hydroxide	Softening, precipitation & pH adjustment Softening, precipitation & pH adjustment	500 mg/Liter 650 mg/Liter

For questions concerning water treatment products, please contact:
Josie Zihmer
Inside Sales Representative
(866) 780-0974
The complete listing of certified Carmeuse Lime plants can also be viewed on the NSF International website at:
http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=carmeuse&TradeName=&ChemicalName=&ProductFunction=&PlantState=&PlantCountry=&PlantRegion=

NSF
Certified to NSF/ANSI 60

Attachment: Exhibit A - COOB Bid No 2020-24 (High Calcium Bulk Quicklime) Carmeuse (2023-R-2 : Approval of Price Increase and

NSF International

RECOGNIZES

Carmeuse Lime

Facility: Luttrell, TN

AS COMPLYING WITH NSF/ANSI 60 AND ALL APPLICABLE REQUIREMENTS.
PRODUCTS APPEARING IN THE NSF OFFICIAL LISTING ARE
AUTHORIZED TO BEAR THE NSF MARK.

Certification Program
Accredited by the
American National
Standards Institute

Certification Program
Accredited by the
Standards Council
of Canada

This certificate is the property of NSF International and must be returned upon request. For the most current and complete information, please access NSF's website (www.nsf.org).

October 14, 2013
Certificate# C0023849 - 01

David Purkiss
General Manager, Water Systems

Carmeuse Americas
Luttrell Operation
486 Clinch Valley Road
Luttrell, TN 37779

PRODUCT INFORMATION

Product Description:	Hi Cal QL 5/16" X #10 Bulk (SCQL)
Product Code:	11209
Production Facility:	Luttrell
Packaging:	Bulk

Typical Properties: Chemical

	Average (%)
Loss on Ignition (LOI)	1.65
Carbon Dioxide (CO_2)	0.50
Sulfur (S)	0.048
AvLime Index	93.17
Calcium Oxide (CaO)	96.53
Magnesium Oxide (MgO)	0.91
Silica (SiO_2)	1.30
Ferric Oxide (Fe_2O_3)	0.27
Alumina (Al_2O_3)	0.34

Typical Properties: Physical

	Average (%)
ASTM Reactivity	
- 30 Second Heat Rise (°C)	15.0
- 3 Minute Heat Rise (°C)	46.4
- Total Heat Rise (°C)	48.2
- Total Active Slaking Time (TAST)	4.9
- Residue	0.9
Bulk Density (#/ft3)	53

Product is registered to NSF60, Drinking Water Treatment Chemicals.

Product meets the requirements of AWWA B202-02 & ASTM C977.

The information contained in this product information sheet is, to the best of our knowledge, true and accurate, but any typical values given are subject to occasional variations based on variations in the raw material inputs and processing operations. Each user is advised to evaluate the product (specific compositions, physical properties and performance characteristics) independently for suitability in the intended use.

Attachment: Exhibit A - COOB Bid No 2020-24 (High Calcium Bulk Quicklime) Carmeuse (2023-R-2 : Approval of Price Increase and

Carmeuse Americas—LUTTRELL OPERATION
486 Clinch Valley Road • Luttrell, TN 37779
Phone: 865.992.3841 • Fax: 865.992.6032
info@carmeuse.com

To: **City of Ormond Beach, FL**

Date: **7/7/2020**

Re: **Affidavit of Compliance for Quicklime to ANSI / AWWA B202**

Carmeuse, Luttrell Operation's water grade quicklime products conform to ANSI / AWWA B202-13. The following verifications required by the standard are provided on all water grade quicklime shipped to our customers:

- Sampling

If required by the customer, belt cut samples are taken from the truck loading conveyor (Section 5.1.2.3) and analyzed. Results are reported on a certificate of analysis.

- Test Procedures Performed
  Available Calcium Oxide—procedure adapted from ASTM C-25
  $T_{3\ minute}$ Reactivity
  Total Active Slaking Time (TAST)
  Objectionable Insoluble Matter (30 Mesh residue)

- Rejection of Quicklime
  Available Calcium Oxide < 80%
  $T_{3\ minute}$ Reactivity < 10 °C
  Total Active Slaking Time > 20 minutes
  Objectionable Insoluble Matter > 5%

Robert W. Rinker
Director of Quality Control
Carmeuse Lime & Stone, Inc.

Attachment: Exhibit A - COOB Bid No 2020-24 (High Calcium Bulk Quicklime) Carmeuse (2023-R-2 : Approval of Price Increase and

CARMEUSE AMERICAS

Safety Data Sheet

Quicklime

Revision date: July 11, 2019

1. Identification

Product Name: Quicklime

Synonyms:

Agricultural Lime,	PCC Grade-Small Rescreened,
Cal 85,	PCC Lime Burning,
Dryox,	PCC,
Hi Cal Quicklime - Small Pebble,	Pulverized Lime with Flowaid,
Hi Cal Quicklime Fines,	Quicklime Fines,
Hi Cal Quicklime,	Rice,
Hi Cal Steel Grade,	Stabilime 50-50,
Hi Calcium Pulverized W/FLO Aid,	Stabilime Blend 70-30,
Hi Calcium Quicklime Water Grade,	Stabilime,
Hot Lime,	Steel Grade-Large Rescreened,
Lime Fines,	Steel Grade-Large,
Lime,	Steel Grade-Small Rescreened,
Mini Pebble,	Steel Grade-Small,
Off Spec Production Lime,	Thiosorbic Lime,
PCC Grade-Large Rescreened,	Water Grade-Small,

Recommended Uses: Water treatment, steel flux, caustic agent, pH adjustment, acid gas absorption, construction

Manufacturer: Carmeuse Americas

US Office	Canadian Office
11 Stanwix Street, 21st Floor	PO Box 190
Pittsburgh, PA 15222	Ingersoll, ON N5C 3K5
Phone: (412) 995-5500	Phone: (519) 423-6283
Fax: (412) 995-5594	Fax: (519) 423-6545

Emergency Contact: Infotrac: (800) 535-5053 (24 hrs a day, 7 days a week)

2. Hazards Identification

GHS classification

Physical Hazards

None

Health Hazards

Skin Irritation	Category 2
Eye Damage	Category 1
Carcinogenicity	Category 1A
Specific Target Organ Toxicity – Single Exposure	Category 3
Specific Target Organ Toxicity – Repeated Exposure	Category 1

GHS Label Elements: **Signal Word:** Danger

Attachment: Exhibit A - COOB Bid No 2020-24 (High Calcium Bulk Quicklime) Carmeuse (2023-R-2 : Approval of Price Increase and

CARMEUSE AMERICAS

Safety Data Sheet

Quicklime

Revision date: July 11, 2019

Hazard Statements:

Causes skin irritation.

Causes serious eye damage.
May cause respiratory irritation.
May cause cancer through inhalation
Causes damage to lungs through prolonged or repeated exposure by inhalation.
Reacts violently with water, releasing heat which can ignite combustible materials.

Precautionary Statements:

Obtain special instructions before use.
Do not handle until all safety precautions have been read and understood.
Keep container tightly closed
Do not breathe dust.
Wash thoroughly after handling.
Do not eat, drink or smoke when using this product.
Use only outdoors or in well-ventilated area
Wear protective gloves, clothing and eye protection
Do not use water on material spills.

Pictograms:



3. Composition

Chemical name	% by weight	CAS#
Calcium oxide	> 89	1305-78-8
Magnesium oxide	< 4	1309-48-4
Silica-crystalline quartz	0.1 - 2	14808-60-7

4. First Aid Measures

Eyes: Immediately flush eyes with generous amounts of water for at least 15 minutes. Pull back the eyelid to ensure that all lime dust has been washed out. Seek medical attention immediately. Do not rub eyes.

Skin: Wash exposed area with large amounts of water. Seek medical attention immediately.

Ingestion: Do not induce vomiting. Seek medical attention immediately. Never give anything by mouth unless instructed to do so by medical personnel.

Inhalation: Move victim to fresh air. Seek medical attention if necessary. If breathing has stopped, give artificial respiration

Most Important Symptoms: Irritation of skin, eyes, gastrointestinal tract or respiratory tract.

Immediate medical attention / special treatment? See first aid information above. Note to Physicians: Provide general supportive measures and treat symptomatically.

Attachment: Exhibit A - COOB Bid No 2020-24 (High Calcium Bulk Quicklime) Carmeuse (2023-R-2 : Approval of Price Increase and

5. Fire Fighting Measures

Suitable (and unsuitable) fire extinguishing media:	Use dry chemical fire extinguisher. Do not use water or halogenated compounds, except that large amounts of water may be used to deluge small quantities of this product.
Specific hazards arising from the product	Inhalation, skin or eye contact, can result in serious injury. This product is not combustible or flammable. However, this product reacts violently with water, and can release heat sufficient to ignite combustible materials. This product is not considered to be an explosion hazard, although reaction with water or other incompatible materials may rupture containers. When this product is wet, it can be very slippery and can result in a slip hazard. Hazardous Combustion Products: None.
Special protective equipment and precautions for fire fighters	Wear full fire-fighting turn-out gear (full Bunker gear), and respiratory protection (SCBA) to prevent inhalation, skin or eye contact.

6. Accidental Release Measures

Personal precautions, protective equipment, emergency procedures:

Avoid inhalation, eye and skin contact. Avoid generating airborne dust. Wear appropriate protective clothing as described in section 8.

Methods and materials for containment and clean up:

Utilize cleanup methods that minimize generating dust: vacuum. Avoid dry sweeping. Do not use water on large spills, as this product reacts violently with water and releases heat. Residue on surfaces may be removed with copious amount of water or vinegar.

7. Handling & Storage

Safe Handling:	Avoid inhalation, skin and eye contact. Avoid generating airborne dust. An eye wash station should be readily available when this product is handled.
Safe Storage:	Keep in tightly closed containers. Protect containers from physical damage. Store in a cool, dry, and well-ventilated location. Do not store near incompatible materials (see Section 10 below). Keep away from moisture. Long-term storage in aluminum containers is not recommended, as calcium oxide may corrode aluminum over long periods of time

Attachment: Exhibit A - COOB Bid No 2020-24 (High Calcium Bulk Quicklime) Carmeuse (2023-R-2 : Approval of Price Increase and

8. Exposure Controls/Personal Protection

Occupational Exposure Limits

	OSHA PEL (mg/m^3)	ACGIH TLV (mg/m^3)	Ont. Reg. 833 TWAEV (mg/m^3)
Calcium oxide	5	2	2
Magnesium oxide	15	10	10
Silica, *crystalline quartz, cristobalite and tridymite*	0.05 (respirable)	0.025 (respirable)	0.1

Engineering Controls: Use with adequate general or local exhaust ventilation and to maintain exposure below occupational exposure limits.

Individual Protection Measures (Personal Protective Equipment):

Specific Eye / Face Protection: Safety glasses with side shields. In windy conditions, or if work activity generates elevated airborne dust levels, dust proof or chemical goggles are recommended. Contact lenses should not be worn.

Specific Skin Protection: When there is a risk of skin contact, wear appropriate clothing and gloves to prevent contact.

Specific Respiratory Protection: If exposure limits are exceeded, an approved particulate respirator, or supplied air respirator, appropriate for the airborne concentrations, should be used. Selection and use of the respiratory protective equipment must be in accordance with applicable regulations and good industrial hygiene practices.

Other: An emergency eye wash fountain and shower are recommended.

9. Physical & Chemical Properties

Appearance: White or grayish white material

Odor: Odorless

Odor threshold: Not Applicable

pH at 25 degrees C: 12.45

Melting Point: 4658 °F (2570 °C)

Boiling Point and range: 5162 °F (2850 °C)

Flash Point: Not Applicable

Evaporation Rate: Not Applicable

Flammability: Not Applicable

Upper/lower flammability or explosive limits Not Applicable

Vapor pressure/density: Non Volatile

Relative density: 3.2 – 3.4

Attachment: Exhibit A - COOB Bid No 2020-24 (High Calcium Bulk Quicklime) Carmeuse (2023-R-2 : Approval of Price Increase and

Solubility:	Neglible in water but reacts with water to produce $Ca(OH)_2$ and heat Soluble in acids, glycerin, and sugar solutions
Partition coefficient: n-octanol/water	Not applicable
Auto-ignition temperature:	Not Available
Decomposition temperature:	Not available
Viscosity:	Not Applicable

10. Stability & Reactivity

Reactivity:	Reacts violently with water to form calcium hydroxide, releasing heat. Reacts with acids to form calcium salts, releasing heat. Reacts with carbon dioxide in air to form calcium carbonate. See also Incompatibility below.
Chemical stability:	Stable under normal storage and handling conditions.
Possibility of Hazardous Reactions:	See "reactivity" above.
Conditions to avoid:	Vicinity of incompatible materials.
Incompatibility:	This product should not be mixed or stored with the following materials, due to the potential for violent reaction and release of heat: • water (unless in a controlled process) • acids • reactive fluoridated compounds • reactive brominated compounds • reactive powdered metals • reactive phosphorous compounds • aluminum powder • organic acid anhydrides • nitro-organic compounds • interhalogenated compounds
Hazardous decomposition products:	None

Attachment: Exhibit A - COOB Bid No 2020-24 (High Calcium Bulk Quicklime) Carmeuse (2023-R-2 : Approval of Price Increase and

11. Toxicological Information

Likely routes of exposure & symptoms:

Eyes: Contact can cause severe irritation or burning of eyes, including permanent damage.

Skin: Contact can cause severe irritation or burning of skin, especially in the presence of moisture.

Ingestion: This product can cause severe irritation or burning of gastrointestinal tract if swallowed.

Inhalation: This product can cause severe irritation of the respiratory system.

Chronic health effects:	This product contains trace amounts of crystalline silica. Prolonged or repeated inhalation of respirable crystalline silica can cause silicosis, as serious lung disease.
Respiratory or skin sensitization:	This material is not known to cause sensitization
Germ cell mutagenicity:	No data available.
Carcinogenicity:	This product is not listed as carcinogenic by OSHA, IARC, NTP, ACGIH, or the EU Directives. This product may contain trace amounts of crystalline silica quartz which is listed by IARC as "Carcinogenic to Humans" (Group 1) and "Known to be a Human Carcinogen" by NTP (National Toxicology Program).
Reproductive toxicity:	No Data Available.
Numerical Measures of Toxicity	Crystalline Silica: Oral (rat) LD_{50} > 22,500 mg/kg Calcium oxide: Oral (rat) LD_{50}: 3059 mg/kg

12. Ecological Information

Because of the elevated pH of this product, it might be expected to produce some ecotoxicity upon exposure to certain aquatic organisms and aquatic systems in high concentrations
This material shows no bioaccumulation effect or food chain concentration toxicity.

13. Disposal Considerations

Dispose of contents in accordance with federal, state, provincial and local regulations.

14. Transport Information

UN Number	UN1910
UN Proper shipping name	Calcium Oxide
Transport Hazard class(es)	When transported by air only: Hazard Class 8-Corrosive
Packing group	When transported by air only: Packing Group III
Environmental hazards	This material is alkaline and if released into water or moist soil will cause an increase in pH

Transport in bulk (according to Annex II of MARPOL 73/79 and the IBC Code:

Attachment: Exhibit A - COOB Bid No 2020-24 (High Calcium Bulk Quicklime) Carmeuse (2023-R-2 : Approval of Price Increase and

Special precautions which a user needs to be aware of

When being transported by air, quicklime is classified in the Department of Transportation (DOT) regulations as a hazardous material. (49 CFR 172.101). For aircraft transport only, Calcium Oxide is classified as Hazard Class 8-Corrosive, UN1910, Packing Group III. For passenger aircraft, the maximum net quantity allowed per container is 25 kg. For cargo aircraft, the maximum net quantity allowed per container is 100 kg. For quantities greater than 25 kg up to and including 100 kg, the container shall be labeled with CARGO AIRCRAFT ONLY. Because express carriers (i.e., Federal Express, Airborne Express, and United Parcel Service) ship by air, quicklime presented to these carriers for shipment must be packaged, marked, and labeled in accordance with IATA requirements, and must be accompanied by the appropriate shipping documentation. Only personnel trained and certified under applicable DOT Hazardous Materials Regulations (contained in Title 49 of the Code of Federal Regulations) may prepare any quicklime product for air transport. Quicklime is not classified as a hazardous material by DOT when transported by means other than by air.

15. Regulatory Information

CERCLA Hazardous Substances	Not listed
SARA Toxic Chemical (40 CFR 372.65)	Not listed
SARA Section 302 Extremely Hazardous Substances (40 CFR 355)	Not listed
SARA 311/312	Not listed
SARA Section 313 Toxic Chemicals reporting requirements	None
Threshold planning quantity (TPQ)	Not listed
RCRA Hazardous Waste Classification (40 CFR 261)	Not Classified
EPA Toxic Substances Control Act (TSCA) Status	The components of this product are each listed on the TSCA Inventory List in the "active" status.
California Proposition 65	Airborne crystalline silica particulates of respirable size are known to the State of California to cause cancer.
NFPA ratings	Health: 3 Fire: 0 Reactivity: 2 W
HMIS Ratings	Health: 3 Fire: 0 Reactivity: 2 Personal protection: E
OSHA Specifically regulated substance (29 CFR 1910)	Not listed
OSHA Air contaminant (29 CFR 1910.1000, Table Z-1, Z-1-A)	Listed
MSHA	Not listed
Canada DSL	Listed
Canadian WHMIS Classification	D2A, Materials Causing other toxic effects. E, Corrosive Material



Canada CPR This product has been classified in accordance with the hazard criteria of the Controlled

Attachment: Exhibit A - COOB Bid No 2020-24 (High Calcium Bulk Quicklime) Carmeuse (2023-R-2 : Approval of Price Increase and

Products Regulation of a Canada and this SDS contains all the required information.

16. Other Information

List of GHS Hazard Statements:	H315: Causes skin irritation H318: Causes serious eye damage H335: May cause respiratory irritation. H350: May cause cancer through inhalation H372: Causes damage to lungs through prolonged or repeated exposure by inhalation.
List of GHS Precautionary Statements:	P201: Obtain special instructions before use. P202: Do not handle until all safety precautions have been read and understood. P233: Keep container tightly closed P260: Do not breathe dust. P264: Wash thoroughly after handling. P270: Do not eat, drink or smoke when using this product. P271: Use only outdoors or in well-ventilated area P280: Wear protective gloves, clothing and eye protection

Abbreviations

CERCLA	Comprehensive Environmental Response, Compensation and Liability Act	RCRA	Resource Conservation and Recovery Act
SARA	Superfund Amendments and Reauthorization Act	IARC	International Agency for Research on Cancer
NTP	National Toxicology Program		

The information contained herein is believed to be accurate and reliable as of the date hereof. However, Carmeuse makes no representation, warranty or guarantee as to results or as to the information's accuracy, reliability or completeness. Carmeuse has no liability for any loss or damage that may result from use of the information. Each user is responsible to review this information, satisfy itself as to the information's suitability and completeness, and circulate the information to its employees, customers and other appropriate third parties.

Attachment: Exhibit A - COOB Bid No 2020-24 (High Calcium Bulk Quicklime) Carmeuse (2023-R-2 : Approval of Price Increase and

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

1/1/2021

DATE (MM/DD/YYYY) 12/27/2019

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

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

PRODUCER	Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500
CONTACT NAME:	
PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:	
INSURED 1356718	Carmeuse Lime and Stone, Inc. 11 Stanwix Street, 21st Floor Pittsburgh PA 15222

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State National Insurance Company, Inc.	12831
INSURER B : National Union Fire Ins Co Pitts. PA	19445
INSURER C : New Hampshire Insurance Company	23841
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CARMU **CERTIFICATE NUMBER:** 12022508 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	N	RDN-10377-CGX	1/1/2020	1/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	N	CA 7269760 (AOS) CA 7269761 (VA)	1/1/2020 1/1/2020	1/1/2021 1/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE	$ XXXXXXX $ XXXXXXX
C C C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WC 021569755 (AOS) WC 021569756 (OH,WI, MA) WC 021569757 (IL,KY,NC,PA,VA, NJ)	1/1/2020 1/1/2020 1/1/2020	1/1/2021 1/1/2021 1/1/2021	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

CITY OF ORMAND BEACH IS ADDITIONAL INSURED UNDER GENERAL LIABILITY AND AUTOMOBILE LIABILITY AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

12022508
CITY OF ORMOND BEACH
P.O. BOX 277
ORMOND BEACH FL 32175

CANCELLATION See Attachment

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

AUTHORIZED REPRESENTATIVE

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Attachment: Exhibit A - COOB Bid No 2020-24 (High Calcium Bulk Quicklime) Carmeuse (2023-R-2 : Approval of Price Increase and

Attachment Code: D545910 Master ID: 1356718, Certificate ID: 12022508

CITY OF ORMOND BEACH
P.O. BOX 277
ORMOND BEACH FL 32175

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **12022508.**

- Email: STL-edelivery@lockton.com
- Phone: (866) 728-5657 (toll-free)

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox is for providing e-Delivery email addresses for next year's renewal certificates ONLY. Your information will be input within 90 days.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies

Attachment: Exhibit A - COOB Bid No 2020-24 (High Calcium Bulk Quicklime) Carmeuse (2023-R-2 : Approval of Price Increase and

City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

INVITATION TO BID

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

BID TITLE: **Water and Wastewater Chemical Purchases 2020**

BID NUMBER: **2020-24**

BID OPENING DATE & TIME: **July 14, 2020 at 2:00 PM**

BID OPENING LOCATION: **1st Floor Training Room, Ormond Beach City Hall, 22 S. Beach Street, Ormond Beach, Florida, 32174**

PRE-BID MEETING DATE & TIME: **N/A**

PRE-BID MEETING LOCATION: **N/A**

Bids Received After The Above Date And Time Will Not Be Accepted.

BIDDER'S NAME: Carmeuse Lime & Stone

BIDDER'S MAILING ADDRESS: 11 Stanwix St, 21st Floor

CITY-STATE-ZIP: Pittsburgh, PA 15222

F.E.I.N.: 23-2054534

PHONE NUMBER: 866-780-0974

EMAIL: salesinquiries@carmeuse.com

If returning as a "No Bid", please state reason (s): _____

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid for the Bidder. In submitting a Bid to the City of Ormond Beach, the Bidder offers and agrees that if the Bid is accepted, the Bidder will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.

X _____
AUTHORIZED SIGNATURE (MANUAL)

Phil Piggott
NAME (TYPED)

VP of Sales & Marketing
TITLE

7/6/2020
DATED

Attachment: Exhibit A - COOB Bid No 2020-24 (High Calcium Bulk Quicklime) Carmeuse (2023-R-2 : Approval of Price Increase and

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. Section 119.071, F.S.

NOTIFICATION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) for notification of its Bids and RFP's on-line on the Internet. If you have received a copy of this Bid/RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the Bid/RFP or any related addendums.

SUBMISSION OF BIDS: All Bids shall be submitted in a sealed envelope. The Invitation to Bid (ITB) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Bid to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Bidder. Any Bid received by the Purchasing Office after the specified date and time will not be accepted. Bids must be submitted on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Bids will not be considered. No Bid may be modified after opening. **No Bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.**

Attachment: Exhibit A - COOB Bid No 2020-24 (High Calcium Bulk Quicklime) Carmeuse (2023-R-2 : Approval of Price Increase and

EXECUTION OF BID: Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any Bid entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.D.) or Social Security (S.S.) number shall appear in the space(s) provided.

BID OPENING: Bids shall be opened and the name of the Bidders and the bid amounts shall be read publicly. Bid amounts announced at the bid opening are subject to change due to math errors made by Bidders

BID TABULATION: Any Bidder wishing to receive a copy of the Bid tabulation is required to enclose a stamped, self-addressed envelope with their Bid response. Bid opening tabulations will be posted on DemandStar.com.

CLARIFICATION/CORRECTION OF BID ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Bid will be furnished in writing to all prospective Bidders. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

BID SECURITY: Bids shall be accompanied by a Bid Security. The Security shall be made payable to OWNER, in the amount of five percent (5%) of the total bid, and in the form of a certified or cashier's check or a Bid Bond as at. The Bid Security shall be irrevocable after the time and date set for the opening of bids, and for a period of ninety (90) days thereafter.

The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within fifteen (15) days of the Notice of Award, OWNER may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the seventh day after the "effective date of the Agreement" or the first day after the expiration of the period that Bids are specified to remain open in the Advertisement for Bids. Bid Security of other Bidders will be returned within seven (7) days of the Bid opening.

Attachment: Exhibit A - COOB Bid No 2020-24 (High Calcium Bulk Quicklime) Carmeuse (2023-R-2 : Approval of Price Increase and

CONTRACT TIME: The initial term of this agreement shall be for a period of one (1) year and will be automatically renewed each year thereafter unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the agreement. **The max term of this contract cannot exceed three (3) years.**

SUBCONTRACTORS: If the Bid Form and/or Specifications require the identity of certain subcontractors to be submitted to the OWNER with the bid, the bidder will list in his bid all subcontractors proposed for those portions of the work for which such identification is so required. When requested, an experience statement, pertinent information as to similar projects satisfactorily completed and other evidence of qualifications for each listed subcontractor shall be submitted within seven (7) days after the bid. If the OWNER after due investigation has reasonable objection to any proposed subcontractor, OWNER may before giving the Notice of Award request the apparent low bidder to submit an acceptable substitute without an increase in his bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor so listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER.

LICENSES AND PERMITS: The vendor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, and Local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Ormond Beach is exempt from Federal Excise Taxes and all sales taxes.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

ASSIGNMENT: Any purchase order or contract issued pursuant to a Bid and the monies which may become due thereunder are <u>not</u> assignable except with the prior written approval of the City Manager or City Commissioner, whichever authorized the purchase.

LIABILITY: The vendor shall hold and save the City of Ormond Beach, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

Attachment: Exhibit A - COOB Bid No 2020-24 (High Calcium Bulk Quicklime) Carmeuse (2023-R-2 : Approval of Price Increase and

PATENTS AND ROYALTIES: The Bidder, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The City reserves the right, in its sole discretion, as the best interest of the City may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors or contractors; or to reject any and all Bids or waive any minor irregularity or technicality in the Bids received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any agency be obligated for placing an order for any other agency. Each agency will only have the authority to obligate itself and will not be held responsible for bills incurred by any other agency. Further, it is understood that each agency will issue its own purchase order(s) or contract to successful bidder(s).

LOCAL VENDOR PREFERENCE: The City *may* give a local preference in the amount of three percent (3%) of the bid price or $25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded. A Local Vendor Affidavit of Eligibility shall accompany the bid submittal to be considered valid.

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for ninety (90) days from date of Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Bid evaluation purposes. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

Attachment: Exhibit A - COOB Bid No 2020-24 (High Calcium Bulk Quicklime) Carmeuse (2023-R-2 : Approval of Price Increase and

SAFETY WARRANTY: The selling dealer, distributor, supplier, and manufacturer shall be responsible for compliance with all Federal, State and local laws, rules and regulations concerning the equipment and/or service specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

WARRANTY: The Bidder agrees that, unless otherwise specified, the services furnished under the Bid shall be covered by the most favorable commercial warranty for comparable services, and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City of Ormond Beach by other provision of the Bid.

Attachment: Exhibit A - COOB Bid No 2020-24 (High Calcium Bulk Quicklime) Carmeuse (2023-R-2 : Approval of Price Increase and

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

(a) Keep and maintain public records required by the City to perform the contracted service.

(b) Upon request from the City Clerk, provide the City 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 the contractor does not transfer the records to the City.

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

(e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

COLBY CILENTO, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175.
(386)676-3297
COLBY.CILENTO@ORMONDBEACH.ORG
Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

Attachment: Exhibit A - COOB Bid No 2020-24 (High Calcium Bulk Quicklime) Carmeuse (2023-R-2 : Approval of Price Increase and

DEFINITIONS:

BIDDER - The term used herein refers to any individual, company or other entity submitting a Bid to the CITY in response to an Invitation to Bid (ITB).

CITY/OWNER - The terms CITY or OWNER herein refers to the City of Ormond Beach, Florida, and its duly authorized representatives.

CONTRACT MANAGER - The term refers to the CITY representative(s) who will be acting on the CITY's part to manage all the Contract actions.

FURNISH - The terms "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install, complete in place and ready for service".

PROJECT - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

PROJECT MANUAL - The term "Project Manual" includes Bid Requirements, General Conditions, Scope of Work, Specifications, Risk Management requirements and any associated attachments.

SPECIFICATIONS - The term refers to those portions of the Project Manual consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

SUPPLIER - The term used herein refers to any individual, company or other entity supplying services pursuant to the terms, conditions, and quotations of a Bid or Proposal.

VENDOR, CONTRACTOR, or VENDOR/CONTRACTOR - The term(s) used herein refers to any individual, company, or other entity that is awarded a contract by the CITY, pursuant to the terms, conditions, and quotations of a bid/proposal.

WORK - The entire, completed job or the various separately identifiable parts thereof, required to be furnished under the Contract Documents. Work is the result of providing goods and/or services, furnishing labor and/or furnishing and incorporating materials and equipment into the construction, as required by the Contract Documents.

Attachment: Exhibit A - COOB Bid No 2020-24 (High Calcium Bulk Quicklime) Carmeuse (2023-R-2 : Approval of Price Increase and

City of Ormond Beach

WATER AND WASTEWATER CHEMICAL PURCHASES 2020
Bid No. 2020 - 24

GENERAL INSTRUCTIONS:

Bid Delivery: Submit one (1) signed original of the complete Bid packet and one (1) electronic pdf format copy with all required attachments, by the closing date and time. Deliver Bids to: Robert Schattie, Purchasing Coordinator, Ormond Beach City Hall, 22 South Beach Street, Ormond Beach, Florida 32174. **Make sure the bid number is clearly visible on the outside of the delivery package. Bids delivered after the time and date specified will not be accepted.** For any question regarding bid delivery contact the purchasing office at 386-676-3223.

Technical Questions: Submit all technical questions regarding this Bid in writing to the City's Purchasing Coordinator, Robert Schattie, or by e-mailing robert.schattie@ormondbeach.org. All questions must be received by no later than July 6th, 2020 at 5:00 p.m.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this Bid including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this Bid at any time and to negotiate with any party prior to or after submittal of Bid.

Cost of Bid Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the Bid, proposal or presentation.

Bids to be in Effect: Each Bid shall state that it is valid for a period of not less than ninety (90) days from date of receipt.

Equipment: Contractor shall own and have in good repair all equipment necessary to perform the described services in particular and the equipment necessary to complete related tasks. The City will not provide any equipment to do this work.

Registration And Risk Management Requirements: Any Vendor delivering a product or Contractor doing work for the City of Ormond Beach, on City property shall be **registered** to do business in the City of Ormond Beach and shall provide **proof of**, abide by and maintain, for the entire life of the Contractual Agreement, including any and all approved time extensions, such **insurance** as is required by City ordinance, which shall be incorporated in and made part of the contract documents. A vendor using a common carrier is exempt from this requirement. This proof of insurance will be required prior to commencement of any **on-site** work. Refer to **Attachment A** for the City's registration and risk management requirements.

Attachment: Exhibit A - COOB Bid No 2020-24 (High Calcium Bulk Quicklime) Carmeuse (2023-R-2 : Approval of Price Increase and

QUANTITIES:

The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the bidder plead misunderstanding or deception because of such estimate of quantities.

COST ADJUSTMENTS:

The Contractor is required to provide a firm price, as stated in subparagraph (a), for the initial three (3) year term of this Contract for the Services provided. Upon any exercise of contract renewal, but no later than ninety (90) days before the end of each contract period, the Contractor may request a rate adjustment subject only to changes in mutually-agreed, nationally recognized, indices (for example: Consumer Price Index), changes in the scope of work, changes in the location of land application sites, changes in energy or chemical costs, and changes in applicable laws, rules, regulations, or directives. Any change in the rates stated in subparagraph (a) shall be negotiated by the parties, and approved by the City Commission of the City, in its absolute discretion, in advance of the effective date of any such change. The maximum increase for any annual period shall be four (4%) percent which will only apply to the future year, increases will not be retroactive. The adjusted rate, if approved shall take effect on October 1, of the year in which approved.

BIDS:

All bids submitted shall be a delivered price. Bids shall be F.O.B. the City of Ormond Beach point of use. Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

SCOPE OF WORK:

GENERAL

The City of Ormond Beach invites qualified vendors to submit bids to furnish the estimated annual requirements of chemicals used for the treatment of water and wastewater. The successful vendors will be required to provide chemicals that meet the specifications noted in the bid. Specifications for the chemicals are included in the Invitation to Bid documents. Chemicals shall meet or exceed the specific requirements identified in the bid documents.

Attachment: Exhibit A - COOB Bid No 2020-24 (High Calcium Bulk Quicklime) Carmeuse (2023-R-2 : Approval of Price Increase and

Anhydrous Ammonia
Quantity: approximately 20,000 – 25,000 pounds

General Description of Services

Anhydrous ammonia shall be supplied for chloramine production at the City of Ormond Beach Water Treatment Plant for potable water disinfection, 298 Tomoka Avenue, Ormond Beach, FL 32174. The product shall be in gaseous form and shall conform to the latest, approved edition of one or more of the following the standards adopted in Rule 62-555.320(3), F.A.C.: NSF International Standard 60, Water Chemicals Codex, and Food Chemicals Codex. Anhydrous ammonia provided shall be in accordance with the following general list of physical properties.

- Ammonia (NH3) content: 99.99% minimum
- Oil: 2 parts per million (ppm) maximum

Anhydrous Ammonia will be delivered as gas (price per pound)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities of 2,000 to 4,000 pounds per delivery to an existing on-site bulk storage facility consisting of one (1) 1,000 gallon storage tank located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours' notice prior to delivery and shall be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

Attachment: Exhibit A - COOB Bid No 2020-24 (High Calcium Bulk Quicklime) Carmeuse (2023-R-2 : Approval of Price Increase and

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking anhydrous ammonia.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of referenced chemical shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to stop the source of the leak. If the leak is not stopped, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

Attachment: Exhibit A - COOB Bid No 2020-24 (High Calcium Bulk Quicklime) Carmeuse (2023-R-2 : Approval of Price Increase and

Biological Larvicide
Quantity: Approximately 2 – 3 Pallets

General Description of Services

Biological larvicide for the purpose of controlling midge flies and redworms shall be supplied for use at the City of Ormond Beach Water Reclamation Facility located at 550 North Orchard Street, Ormond Beach, FL 32174.

The biological larvicide shall be a US EPA-registered liquid containing a species of bacteria called *bacillus thuringiensis (BT)*, an approved larvicide for controlling red worms and midge flies in wastewater treatment plants. The larvicide works to eliminate the flies from the start of their life cycle by killing the red worms, which survive by eating MLSS and then hatching into midge flies before repeating the cycle. The bacteria shall only be harmful to the larvae of midge flies, mosquitos, and black flies. The larvicide shall be harmless and nontoxic to all other aquatic creatures and will not cause effluent toxicity issues.

The larvicide shall be in liquid form, and shall be AquaBac Xt, or equivalent.

Dosage: The dosages suggested herewith are based upon an average flow of 5 MGD. During periods of an initial and subsequent annual high dosing phases, the larvicide shall be split evenly between the reaeration tanks and the secondary clarifiers at a rate of 12.5 gallons injected twice per week. Thereafter, maintenance doses of the larvicide shall be routinely introduced into and split evenly between the secondary clarifiers at a rate of 6.25 gallons per week.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in the form of a pallet. Each pallet shall contain 135 gallons per pallet. The pallet shall consist of 27 individual non-ferrous containers with each container holding a volume of 5 gallons per container. The containers shall be provided at the expense of the supplier and shall be accepted by the City of Ormond Beach when, and as, needed. A typical order ranges between 1 to 2 pallets. The supplier shall provide 24 hours' notice prior to delivery. City personnel will be responsible for unloading at the delivery site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of

Attachment: Exhibit A - COOB Bid No 2020-24 (High Calcium Bulk Quicklime) Carmeuse (2023-R-2 : Approval of Price Increase and

referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

Attachment: Exhibit A - COOB Bid No 2020-24 (High Calcium Bulk Quicklime) Carmeuse (2023-R-2 : Approval of Price Increase and

Calcium Hypochlorite
Quantity: approximately 7 – 8 pallets

General Description of Services

Calcium Hypochlorite is used at the City of Ormond Beach Water Reclamation Facility located at 550 North Orchard Street, Ormond Beach, FL 32174. The product shall be furnished in accordance with the following general specifications and shall conform to the latest, approved edition of one or more of the following the standards for the ANSI/NSF. The Calcium Hypochlorite shall be in solid form and shall meet the following general list of physical properties:

- $Ca(OCl)_2$ content — 65.0% minimum
- Specific Gravity — (H_2O=1) 0.98@68^{0}F minimum
- Appearance — Solid White Granule

Calcium Hypochlorite will be delivered as solid (price per pallet)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in pallets. Each pallet shall have 10 non-ferrous buckets with each bucket containing 100 pounds of chemical. Buckets shall be provided at the expense of the supplier and shall be accepted by the City of Ormond Beach when, and as, needed. Delivery quantities shall vary between one (1) and two (2) pallets delivered to the above referenced facility. Delivery shall be made within 72 hours of notification of need. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

Attachment: Exhibit A - COOB Bid No 2020-24 (High Calcium Bulk Quicklime) Carmeuse (2023-R-2 : Approval of Price Increase and

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

Attachment: Exhibit A - COOB Bid No 2020-24 (High Calcium Bulk Quicklime) Carmeuse (2023-R-2 : Approval of Price Increase and

Caustic Soda
Quantity: approximately 3 – 4 drums

General Description of Services

Caustic Soda shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The Caustic Soda shall be in liquid form and shall conform to the latest, approved edition of one or more of the following the standards adopted in Rule 62-555.320(3), F.A.C.: NSF for the ANSI/NSF - 60 Standard at a maximum use level in drinking water of 200 mg/l. Caustic soda provided shall be in accordance with the following general list of physical properties:

- NaOH content 49.0% minimum
- Specific Gravity 1.51 minimum
- Appearance Clear and Particle free
- NaCL, wt.% 1.10 maximum
- Fe, ppm 7.0 maximum

Caustic Soda will be delivered as liquid (price per drum)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery quantities shall vary between two (2) to three (3) drums for a total of 110 to 165 gallons. Containers shall be non-ferrous 55 gallon drums. Chemical shall be delivered at the above referenced facility, on an as needed basis. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading at the delivery site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of

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referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking Caustic Soda.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of referenced chemical shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled Caustic Soda. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

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Corrosion Inhibitor
Quantity: approximately 18 – 23 totes

General Description of Services

Corrosion Inhibitor shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The Corrosion Inhibitor shall be in liquid form and shall conform to the latest, approved edition of one or more of the following: the standards adopted in Rule 62-555.320(3), F.A.C., NSF International Standard 60, Water Chemicals Codex, Food Chemicals Codex, and certified to meet AWWA standard B502-83.

The corrosion inhibitor provided shall be in accordance with the following general list of physical properties:

- Polyphosphate/Orthophosphate Blend Ratio 30%/70%
- Active Ingredients (Total PO4) 33% minimum
- Appearance Clear and slightly hazy
- pH 4 to 7
- Specific Gravity 1.31 to 1.44

Corrosion Inhibitor will be delivered as liquid (price per tote)

Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in non-ferrous 275 gallon tote bins provided at the expense of the supplier and shall be accepted by the City of Ormond Beach when, and as, needed. A typical order ranges between 2 and 4 totes. The supplier shall provide 24 hours' notice prior to delivery. City personnel will be responsible for unloading at the delivery site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of

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referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

Attachment: Exhibit A - COOB Bid No 2020-24 (High Calcium Bulk Quicklime) Carmeuse (2023-R-2 : Approval of Price Increase and

High Calcium Bulk Quicklime
Quantity: approximately 900 – 1,100 tons

General Description of Services

High Calcium Bulk Quicklime shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The High Calcium Bulk Quicklime shall be in solid form and shall conform to the latest, approved edition of one or more of the following the standards adopted in Rule 62-555.320(3), F.A.C.: NSF International Standard 60, Water Chemicals Codex, and Food Chemicals Codex.

Also to be furnished in accordance with the following general specifications and shall conform to the standards as set forth by the latest edition of AWWA B202-02 regarding quicklime except as amended by the City of Ormond Beach, in the following manner:

- The standards shall read 91% available Calcium Oxide instead of 90% available Calcium Oxide.
- Section 1.4.1 through 1.4.2 shall be omitted.
- High Calcium Bulk Quicklime will be delivered as solid (price per ton)
- Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.
- The bidder must submit a certified analysis, as to the composition of the product with the bid.
- The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.
- Each shipment will be accompanied by a chemical analysis indicating the availability of calcium oxide, temperature rise in 3 min., and insoluble matter.
- The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.
- Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

The quicklime shall be delivered into two 50 ton lime storage bins by truck and shall be accepted by the City of Ormond Beach when, and as, needed. Delivery quantities requested may vary between 20 tons to 26 tons to the above referenced facility. Delivery shall be made within 48 hours of notification of need. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

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Contractor shall make "normal" deliveries within two (2) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

The City of Ormond Beach reserves the right to inspect and make laboratory analysis of each load. Should the lime fail to meet the specifications and standards as amended and set forth by the City of Ormond Beach and the latest edition of A.W.W.A. B202, it shall be rejected. If it is necessary for the City to reject more than five (5) loads, it shall be grounds for the termination of said contract. It shall also be terminated if it is determined that any chemical or physical quality of the lime renders it incompatible with the water treatment process or equipment in use at the water treatment plant and it is necessary to purchase more than 5 loads from an alternate source due to this incompatibility.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

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Liquid Carbon Dioxide
Quantity: approximately 170,000 – 200,000 pounds

General Description of Services

Liquid Carbon Dioxide shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The product shall be in liquid form and shall conform to standards prescribed by the standard ANSI/AWWA B510-00. Liquid Carbon Dioxide provided shall be in accordance with the following general list of physical properties.

- minimum purity: 99.5%
- water: < 200 ppm
- nonvolatile residues: < 10 ppm

Liquid Carbon Dioxide will be delivered as liquid (price per pound)

Bidders shall provide an affidavit of compliance with the requirements of ANSI/AWWA B510-00 standard

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in "bulk" quantities between 9,000 pounds and 25,000 pounds to an existing on-site bulk storage facility consisting of one (1) 43,000 pound storage tank located at above referenced facility, on an as needed basis. The supplier shall provide 24 hours' notice prior to delivery and shall be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

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The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking Liquid Carbon Dioxide.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of referenced chemical shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to stop the source of the leak. If the leak is not stopped, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

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Liquid Sodium Hypochlorite
Quantity: approximately 280,000 gallons – 320,000 gallons

General Description of Services

Sodium Hypochlorite is used at the City of Ormond Beach Water Reclamation Facility located at 550 North Orchard Street and the Water Treatment Plant located at 298 Tomoka Avenue, Ormond Beach, FL 32174. The product shall be furnished in accordance with the following general specifications and shall conform to the standards as set forth by ANSI/NSF the American National Standards Institute/National Sanitation Foundation Standard 60 and AWWA B300-04. In addition, the material must be filtered 2 or more times before shipment.

The Sodium Hypochlorite shall be in liquid form and shall meet the following general list of physical properties:

- Sodium Hypochlorite by weight ≥ 10.85 per cent
- Hypochlorite ≥ 120 g/L
- Iron < 0.3 mg/L
- Copper < 0.03 mg/L
- Nickel < 0.03 mg/L
- Chlorate < 2,000 mg/L
- Bromate < 15 mg/L
- Sodium Hydroxide Between .15% by weight and .45% by weight

Sodium Hypochlorite will be delivered as liquid (price per gallon)

Bidders shall provide an affidavit of compliance with the requirements of ANSI/AWWA B300-04 standard

Each Bidder shall submit a list of at least ten (10) references to include phone numbers that use or have used its sodium hypochlorite at water or wastewater treatment plants (at least five of each type) in the past three years. The Reference List shall list actual users at the water and wastewater plants and not purchasing agents.

Each Bidder shall provide the names of any customers where its contract was terminated early (e.g., debarred) for safety, quality, or service issues for sodium hypochlorite over the past five (5) years.

The Bidder shall also provide a detailed listing of all accidents, incidents, releases, spills, and National Response Center Notifications ("safety incidents") for sodium hypochlorite it delivers or manufactures for the past five (5) years.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The bidder must supply S.D.S. (Safety Data Sheets) on the product.

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Each Bidder shall submit a 1500 ml "chilled" sample of their product representative of their manufacturing process from Bidder's manufacturing facility which would serve the customer to one of the approved testing laboratories listed in this Specification for analysis within the past ninety (90) days. The laboratory shall ascertain whether the Contractor's product is in compliance with this specification for available chlorine, % sodium hypochlorite, excess caustic, iron, copper, nickel, chlorate, bromate and suspended solids (based on Filter Test time). The cost of the analysis shall be borne by the Bidder. The results of the analysis shall be submitted with the bid. Failure to submit a sample or meet the requirements of the specification shall result in disqualification of the bid.

Sampling and testing shall be in accordance with EPA and AWWA B300-04 standards and in accordance with the documents titled: "The Weight Percent Determination of Sodium Hypochlorite, Sodium Hydroxide, And Sodium Chlorate in Liquid Bleach" and "Suspended Solids Quality Test for Bleach Using Vacuum Filtration", distributed by Powell Fabrication and Manufacturing, Inc. and available at http://www.powellfab.com. The approved laboratories are listed below. Contactor may use another laboratory, but that laboratory must be certified by the National Environmental Laboratory Accreditation Conference (NELAC) and must be able to meet the following Minimum Detection Limits (MDL): (1) Metals .02 mg/L; (2) Bromate .1 mg/L; (3) Chlorate 20 mg/L; and (4) Chlorine/Excess Caustic 0.1%. Contractor shall provide proof of current NELAC certification and laboratory analysis shall specify the MDL if a non-approved laboratory is used.

Approved Testing Agency

NovaChem Laboratories
5172 College Corner Pike
PO Box 608
Oxford, Ohio 45056
Ph: 513-523-3605
Fax: 513-523-4025

Thornton Laboratories
1145 East Cass Street
Tampa, Florida 33602
Ph: 813-223-9702
Fax: 813-223-9332
Attn: Steve Thickett

The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

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Delivery Requirements

Contractor shall make "normal" deliveries within three (3) calendar (i.e., not "working" days) days after receipt of order and must make "emergency" deliveries within 24 hours. Delivery will be accepted when and as needed at each location. An emergency delivery is defined as a delivery which is necessary in order to prevent Ormond Beach from running out of sodium hypochlorite in less than 36 hours. Ormond Beach shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall be accompanied by a certified chemical analysis report to show the following:

Date and time of manufacture
Percent by weight sodium hypochlorite
Excess Sodium Hydroxide
Specific Gravity (at a referenced temperature)
Suspended solids test time

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of referenced chemical shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled sodium hypochlorite. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with

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digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

Ormond Beach reserves the right to subject samples of the hypochlorite to complete analyses to ensure that it meets EPA specifications, AWWA B300-04 specifications, and the supplemental specifications included with this document. A combination of two failures to comply with these specifications from either rejections of a shipment or from a subsequent complete laboratory analysis may result in termination of the supply contract for the sodium hypochlorite.

Further, Ormond Beach reserves the right to take samples from Bidder's other customers to ensure that the product's sample is in compliance with all the requirements of this specification and such a sample shall be judged representative of the product's quality. In such event, Ormond Beach shall bear the cost of any analysis. Based on this compliance check, failure to meet the requirements of the specification shall result in disqualification of the bid.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Delivery Location:

The liquid hypochlorite shall be delivered into three (3) 2,500-gallon storage tanks at the City's Water Reclamation Facility located at 550 N. Orchard St., Ormond Beach, FL. 32174, and a 1,000 gallon tank located at 35 Breakaway Trail and (2) 1,500 gallon storage tanks located at the Water Treatment Plant located at 298 Tomoka Avenue. Quantities requested for delivery can range between 2,000 gallons up to a full tanker truck load.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

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Polymer (Biosolids Dewatering)
Quantity: Approximately 42 - 48 Totes

General Description of Services

Polymer shall be a high cationic type liquid emulsion used as a flocculent for the purpose of optimizing dewatering of wastewater sludge at the City of Ormond Beach Water Reclamation Facility located at 550 North Orchard Street, Ormond Beach, FL 32174. The polymer shall be in liquid form having a minimum shelf life of three (3) months for any unopened tote bins and shall meet the following minimum performance requirements:

- Percent Free Solids: 1% to 1.5%
- Cake, percent dry solids: 18% minimum
- Capture, percentage: 95% – 98 %
- Minimum & maximum feed rates: 65 gallons per minute (gpm) to 150 gpm
- Maximum Polymer dosage: 30 pounds/ dry ton
- Bids will be accepted only for those pre-qualified products, which have demonstrated to the satisfaction of the City that the product improves sludge dewatering. All products shall be tested and qualified at the location of intended use. The product bid shall be the same as the product tested; however, the city reserves the right to use a different product if tests show that a significant improvement in performance may be realized and the product will be supplied at the same bid price or less. All testing shall be at plant scale level for a one-time test period of three (3) consecutive eight (8) hour days (subject to early cancellation at no expense to owner if product is not performing to owner's satisfaction). Polymer shall be equal to Clarifloc SE-1188 single component emulsion polymer to condition waste activated sludge for dewatering in centrifuges at the wastewater treatment facility. All persons interested in pre-qualifying shall contact Al Waitt, Wastewater Plant Chief Operator, via e-mail at Al.Waitt@ormondbeach.org

  Polymer Solution will be delivered as liquid in non-ferrous 275 gallon tote bins (price per tote)

  The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.

  The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

  The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

  Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Attachment: Exhibit A - COOB Bid No 2020-24 (High Calcium Bulk Quicklime) Carmeuse (2023-R-2 : Approval of Price Increase and

Delivery Requirements

Delivery shall be in non-ferrous 275 gallon tote bins to above referenced facility at the expense of the supplier on an as-needed basis as requested by the City. The minimum delivery requirement is two totes. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall carry with it some means of identification. The following information shall be legibly marked on each package, drum, other container or bulk shipment:

- Contents: Polymer
  - Net weight
  - Name of manufacturer
  - Brand name, if any

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of referenced chemical shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled aluminum sulfate. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Attachment: Exhibit A - COOB Bid No 2020-24 (High Calcium Bulk Quicklime) Carmeuse (2023-R-2 : Approval of Price Increase and

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

Attachment: Exhibit A - COOB Bid No 2020-24 (High Calcium Bulk Quicklime) Carmeuse (2023-R-2 : Approval of Price Increase and

Scale Inhibitor
Quantity: approximately 12 – 14 totes

General Description of Services

Scale inhibitor shall be supplied for use at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, FL 32174. The Plant contains four (4) Hydranautics ESPA 3 low pressure reverse osmosis skids rated at 1.25 Million Gallons per Day (MGD) per skid. The recovery rate is 85%, feed pump capacity is 1,250 gallons per minute (gpm) and the chemical feed pump is rated at 71 gallons per hour. Scale inhibitor shall be liquid, able to effectively prevent fouling of the membranes using the equipment described in the paragraph above for the reverse osmosis system at the City of Ormond Beach Water Treatment Plant.

Bids will be accepted only for those products approved for use by the membrane manufacturer. A list of approved products is attached to this specification as Exhibit A. The product must be approved for use in potable water in the State of Florida and must be certified by NSF as compliant with NSF ANSI Standard 60.

A qualified technician must be available within 24 hours' notice for troubleshooting should there be any scaling problems with the RO system.

Should scaling occur, the scale inhibitor supplier must have the capability of cleaning one of the scaled membranes off-site to determine the best cleaning chemicals and best cleaning procedures. The element should be returned with a report showing performance prior to cleaning and post cleaning. A free membrane autopsy should be provided once per year should any problems arise while the supplier's scale inhibitor is being used.

Feed (Raw) Water quality at the treatment plant is approximately:

pH	7.0
M Alkalinity	287 mg/L
Total Hardness	301 mg/L as CaCO3
Calcium Hardness	285 mg/L as CaCO3
Turbidity	4.5 NTUs
Chlorides	82 mg/L
Conductivity	742 µS/cm

Attachment: Exhibit A - COOB Bid No 2020-24 (High Calcium Bulk Quicklime) Carmeuse (2023-R-2 : Approval of Price Increase and

The product shall also meet the following parameters:

The scale inhibitor provided shall be in accordance with the following general list of physical properties:

- pH 3-5
- S.G 1.1–1.2
- Dosage Rate ≤ 3 mg/L pH
- Color transparent light yellow
- Must be resistant to biological growth while stored in the original container or day tank for up to 2 years.
- Must control Calcium Carbonate up to an LSI of 2.6
- Must control calcium sulfate, barium sulfate, strontium sulfate, calcium fluoride and calcium phosphate scale.
- Must disperse silica and colloidal iron.

Scale Inhibitor will be delivered as liquid (price per tote)

Bidders shall provide documentation that the product is approved for use in potable water in the State of Florida and is certified by NSF as compliant with NSF ANSI Standard 60.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

Delivery shall be in non-ferrous 300 gallon tote bins to the referenced facility provided at the expense of the supplier and shall be accepted by the City of Ormond Beach when, and as, needed. The minimum order ranges is one (1) tote. The supplier shall provide 24 hours' notice prior to delivery and will be responsible for unloading at the delivery site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and

Attachment: Exhibit A - COOB Bid No 2020-24 (High Calcium Bulk Quicklime) Carmeuse (2023-R-2 : Approval of Price Increase and

knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

Attachment: Exhibit A - COOB Bid No 2020-24 (High Calcium Bulk Quicklime) Carmeuse (2023-R-2 : Approval of Price Increase and

EXHIBIT A
City of Ormond Beach
ACCEPTABLE SCALE INHIBITORS

Antiscalants and Dispersants Compatible with LEWABRANE RO B400ULPASD Hydranautics Membranes: CPA, ESPA, ESNA, LFC, SWC

Supplier Name Product Name

American Engineering Services AWC A-102 Plus; or
American Water Chemicals AWC A-102 Plus; or
Approved equal

Note: **This is a partial list** of membrane-compatible chemical products that Hydranautics has indicated is acceptable as part of the membrane supplier honoring the warranty on the units. It is the City's understanding that Hydranautics is aware of and has not received any complaints from the field regarding their compatibility. Hydranautics relies on the supplier of the chemical to have performed all membrane compatibility and process efficacy tests, and makes no claim and accepts no responsibility for the effectiveness of these chemicals.

To be considered an approved equal, suppliers must provide data and evidence that the product has worked successfully in similar applications with Hydranautic membranes. Additionally, Hydranautic must indicate their concurrence so as to keep the membrane warranty in effect.

Attachment: Exhibit A - COOB Bid No 2020-24 (High Calcium Bulk Quicklime) Carmeuse (2023-R-2 : Approval of Price Increase and

Solid Anionic Polymer
Quantity: approximately 4,000 – 5,500 pounds

General Description of Services

Polymer shall be used as a coagulant aide at the City of Ormond Beach Water Treatment Plant, 298 Tomoka Avenue, Ormond Beach, Florida. Polymer shall be solid and equal to Clarifloc A-3333P.

Bids will be accepted only for those pre-qualified products, which have demonstrated to the satisfaction of the City that the product improves turbidity after lime softening. All products shall be tested and qualified at the location of intended use. The product bid shall be the same as the product tested; however, the city reserves the right to use a different product if tests show that a significant improvement in performance may be realized and the product will be supplied at the same bid price or less. All testing shall be at plant scale level for a one-time test period of five (5) consecutive days. All persons interested in pre-qualifying shall contact Michael Dunn, at (386) 676-3583.

Polymer will be delivered as solid (price per pound)

The supplier shall supply documentation that the product is approved for use in potable water in the State of Florida.

The bidder must submit a certified analysis, as to the composition of the product with the bid.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product.

The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

Deliveries will be between the business hours of 7:30 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Ormond Beach, Florida.

Delivery Requirements

The polymer shall be delivered to the referenced facility. Delivery shall be accepted by the City of Ormond Beach when, and as, needed. The quantity delivered at one time is one pallet containing 30 fifty pound bags. Delivery shall be made within 72 hours of notification of need. The supplier shall provide 24 hours' notice prior to delivery and be responsible for unloading on site.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

Attachment: Exhibit A - COOB Bid No 2020-24 (High Calcium Bulk Quicklime) Carmeuse (2023-R-2 : Approval of Price Increase and

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

Attachment: Exhibit A - COOB Bid No 2020-24 (High Calcium Bulk Quicklime) Carmeuse (2023-R-2 : Approval of Price Increase and

City of Ormond Beach

WATER AND WASTEWATER CHEMICAL PURCHASES 2020
Bid No. 2020 – 24

BID RESPONSE FORM

THIS BID IS SUBMITTED TO:
(Name and Address of Owner)

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174
Phone: (386) 676-3223

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the CITY in the form included in the Bid Documents to complete all Work as specified or indicated in the Bid Documents for the Contract Price and within the Contract Time indicated in this Bid and in full accordance with the Bid Documents.

BIDDER certifies that he has investigated the requirements to do business in the jurisdiction where the project is located, and that he is either qualified to do business or will obtain such prequalification prior to award of the contract.

BIDDER accepts all of the terms and conditions of the General Conditions. BIDDER will sign the Agreement (Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined copies of all the Bid Documents and of the following Addenda:

Addendum Date	Addendum Number
None	

Receipt of all of which is hereby acknowledged.

BIDDER has examined the site and locality where the Work is to be performed, when applicable, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

Attachment: Exhibit A - COOB Bid No 2020-24 (High Calcium Bulk Quicklime) Carmeuse (2023-R-2 : Approval of Price Increase and

BID RESPONSE FORM
(continued)

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, Contractor or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, Contractor or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the CITY.

THIS BID IS SUBMITTED BY:

COMPANY NAME: Carmeuse Lime & Stone

VENDOR/CONTRACTOR LICENSE NUMBER: N/A

ADDRESS: 11 Stanwix St, Pittsburgh, PA 15222

PHONE NO.: 866-780-0974 FAX NO.:

SUBMITTER'S NAME: Phil Piggott
(Typed or Printed in Ink)

TITLE: VP of Sales and Marketing

AUTHORIZED SIGNATURE: I, Phil Piggott hereby
(Original Signature)

declare that I have read and fully understand the Invitation to Bid, including the General Conditions, Specifications and Drawings (when applicable) and that I am duly authorized to sign and submit this bid.

The CITY reserves the right to reject any and all bids, to waive informalities, and to accept any bid or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

Attachment: Exhibit A - COOB Bid No 2020-24 (High Calcium Bulk Quicklime) Carmeuse (2023-R-2 : Approval of Price Increase and

City of Ormond Beach

WATER AND WASTEWATER CHEMICAL PURCHASES 2020
Bid No. 2020 - 24

Bid Form

The undersigned, as bidder, hereby declares that he/she has carefully examined the specifications for the **ANNUAL SUPPLY OF CHEMICALS FOR WATER AND WASTEWATER** and agrees to furnish the same, as specified, in accordance with the terms and conditions of the bid documents. Estimated quantities are for bidding purposes only and do not guarantee the quantities that will be purchased as a result of this bid. **This bid constitutes the offer in its entirety and includes only those exceptions indicated on the Bid Form.** No further changes or exceptions to the terms, conditions, and response to this bid will be offered or accepted. **The undersigned further states that this/these product(s) will be delivered F.O.B. point of use.**

Item No.	User	Chemical Description with approximate range of annual usage	Unit of Measure	Unit Cost
1	W	ANHYDROUS AMMONIA - approx. 20,000 - 25,000 pounds	lb.	No Bid
2	WW	BIOLOGICAL LARVICIDE - approx. 2 – 3 pallets with 135 gallons/pallet	pallet	No Bid
3	WW	CALCIUM HYPOCHLORITE - approx. 7 – 8 pallets with 1000 gallons/pallet	pallet	No Bid
4	W	CAUSTIC SODA - approx. 3 – 4 drums @ 55 gal/drum	drum	No Bid
5	W	CORROSION INHIBITOR - approx. 18 - 23 totes	tote	No Bid
6	W	HIGH CALCIUM BULK QUICKLIME - approx. 900 - 1,100 tons	ton	**$298.03**
7	W	LIQUID CARBON DIOXIDE - approx. 170,000 - 200,000 pounds	lb.	No Bid
8	W&WW	LIQUID SODIUM HYPOCHLORITE - approx. 280,000 gallons – 320,000	gal.	No Bid
9	WW	POLYMER (BIOSOLIDS DEWATERING) - approx. 42 – 48 totes	tote	No Bid
10	W	SCALE INHIBITOR - approx. 12 – 14 totes	tote	No Bid
11	W	SOLID ANIONIC POLYMER - approx. 4,000 - 5,500 pounds	lb.	No Bid

The bid basis for the contract award is the unit price for the individual item. This form must be completed and returned with your bid.

Attachment: Exhibit A - COOB Bid No 2020-24 (High Calcium Bulk Quicklime) Carmeuse (2023-R-2 : Approval of Price Increase and

City of Ormond Beach

WATER AND WASTEWATER CHEMICAL PURCHASES 2020
Bid No. 2020 - 24

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

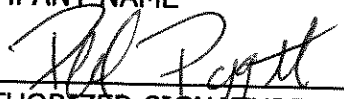
[X] To the best of our knowledge, the undersigned Contractor has no potential conflicts of interest due to any other clients or contracts for this project.

[ ] The undersigned Contractor, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.

[ ] The undersigned Contractor has had no litigation on any project in the last five (5) years.

[ ] The undersigned Contractor, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Carmeuse Lime & Stone
COMPANY NAME


AUTHORIZED SIGNATURE

Phil Piggott
NAME (PRINT OR TYPE)

VP of Sales & Marketing
TITLE

Attachment: Exhibit A - COOB Bid No 2020-24 (High Calcium Bulk Quicklime) Carmeuse (2023-R-2 : Approval of Price Increase and

CITY OF ORMOND BEACH
DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

Carmeuse Lime & Stone

COMPANY NAME

AUTHORIZED SIGNATURE

Phil Piggott

NAME (PRINT OR TYPE)

Attachment: Exhibit A - COOB Bid No 2020-24 (High Calcium Bulk Quicklime) Carmeuse (2023-R-2 : Approval of Price Increase and

CITY OF ORMOND BEACH
LOCAL VENDOR PREFERENCE

The following is taken from the Code of Ordinances, City of Ormond Beach, Chapter 2, Financial Matters, Division 3, Purchasing, Article IX, Section 2-304:

Except where otherwise provided by federal or state law or other funding source restrictions, purchases of goods and services under the Purchasing Code shall give preference to local businesses as follows:

(a) Under a competitive bid solicitation, the City *may* give a local preference in the amount of three percent (3%) of the bid price or $25,000, whichever is less. The bid price shall include not only the base bid price but all alternatives which are part of the bid and actually purchased or awarded.

(b) A *local business* shall mean a vendor that has a valid occupational license issued by the City of Ormond Beach at least one year prior to bid opening, with a physical business address located within the municipal boundaries of the City of Ormond Beach from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered and has provided a Local Vendor Affidavit of Eligibility at the time the bid is submitted.

(c) A *Local Vendor Affidavit of Eligibility* shall accompany the bid submittal to be considered valid and shall include, but not be limited to, the following information:

(1) A physical business and location address;
(2) A copy of current City of Ormond Beach Local Business Tax Receipt (occupational license) to verify the business location;
(3) Proof of payment of business tax and real property tax due to the City of Ormond Beach;
(4) A copy of the Contractor's most recent annual corporation report to the Florida Division of Corporations;
(5) Any additional information necessary to verify local status.

(d) *Exemptions:* Goods or services provided under a cooperative purchasing agreement, contracts for professional services subject to Consultants' Competitive Negotiation Act, purchases or contracts funded in whole or part by a governmental entity that does not allow local preferences, purchases made under another agency's agreements or contracts (piggybacking), purchases under emergency or sole source situations and procurements subject to formal proposals including but not limited to request for proposals (RFP) or continuing contract, and request for quotes (RFQ) versus straight competitive bids.

(e) This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local vendor where such award is in the public interest.

Attachment: Exhibit A - COOB Bid No 2020-24 (High Calcium Bulk Quicklime) Carmeuse (2023-R-2 : Approval of Price Increase and

Local Vendor Affidavit of Eligibility

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

a. My company has a physical business address located within the municipal boundaries of the City of Ormond Beach which is used to perform business on a day-to-day basis.
b. My company holds any business (occupational) or contractor license required by the City of Ormond Beach at least one year prior to bid opening.
c. Payment of business tax and real property tax due to the City of Ormond Beach is current
d. My company is in compliance with annual reporting to the Florida Division of Corporations

Company Name: N/A

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____ Printed Name: _____

To be approved as a local bidder and receive bid preference on an eligible local project, this affidavit of eligibility, a copy of your local business or contractor license, copy of business tax/real property tax and a copy of the Contractor's most recent annual corporation report must be submitted with your bonafide BID package. Bid preference is provided at the City's sole discretion.

VENDOR DO NOT COMPLETE BELOW

To be verified and completed by an authorized representative of the City of Ormond Beach's Purchasing Department:

Vendor Certified by: _____ Date: _____

Attachment: Exhibit A - COOB Bid No 2020-24 (High Calcium Bulk Quicklime) Carmeuse (2023-R-2 : Approval of Price Increase and

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Carmeuse Lime and Stone Luttrell Operation

486 Clinch Valley Road, Luttrell, TN 37779
(*hereinafter called Principal*) and

Atlantic Specialty Insurance Company 605 Highway 169 North, Suite 800, Plymouth, MN 55441
(*hereinafter called the Surety*) a corporation chartered and existing under the Laws of the State New York of with its principal offices in the County of Hennepin and authorized to do business in the State of Florida, in the full and just sum of Five Percent of Amount Bid
Dollars ($ 5% of Amount Bid) good and lawful money of the United States of America, to be paid upon demand of the City of Ormond Beach, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach, Florida, a bid for work to be done on the

WATER AND WASTEWATER CHEMICAL PURCHASES 2020 Bid No. 2020 - 24
Annual Supply of Approximately 1,100 Tons of High Calcium Bulk Quicklime
in, and for the City and

WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified or cashier's check otherwise required to accompany this Bid.

NOW, THEREFORE: the conditions of this obligation are such that if the Bid be accepted the Principal shall within ten (10) days after the receipt of notification of the acceptance thereof execute a contract in accordance with the Bid and upon the terms, conditions and unit or lump sum prices set forth therein, in the form and manner required by the Owner, and execute a sufficient and satisfactory Contract Bond payable to the Owner, in an amount not less than the total contract price, as indicated by the approximate quantities shown in the Bid, in form and with security satisfactory to the said City, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall upon the failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 14th day July, 2020.

Carmeuse Lime and Stone Luttrell Operation
(Principal)

By: _____

ATTEST:

_____ (SEAL)

Atlantic Specialty Insurance Company
(Surety)

By: _____
Scott P. Reilly, Attorney-In-Fact

Attachment: Exhibit A - COOB Bid No 2020-24 (High Calcium Bulk Quicklime) Carmeuse (2023-R-2 : Approval of Price Increase and

OneBeacon
INSURANCE GROUP

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Margaret M Spalding, Lisa A. McAleenan, Kristin L Dixon, Kayla A. Woodward, Kevin McDaniel, DeAnna M. Maurer, Stephanie L. Klearman, Anne M. Gliedt, James R Dickson, Scott P. Reilly**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **sixty million dollars ($60,000,000)** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-ninth day of April, 2019.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-ninth day of April, 2019, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

MANDALY ANN LAMERE
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2023

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 14th day of July, 2020

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2023

_____
Christopher V. Jerry, Secretary

Attachment: Exhibit A - COOB Bid No 2020-24 (High Calcium Bulk Quicklime) Carmeuse (2023-R-2 : Approval of Price Increase and

ATTACHMENT A
CITY OF ORMOND BEACH
VENDOR/ CONTRACTOR REGISTRATION & INSURANCE REQUIREMENTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City. Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).
Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).
Application Fee: $25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, Fl. 32720 (386) 736-5957 Opt. 2 – (386) 248-8158 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3370.

EXHIBIT A

Risk Management and Insurance Requirements

A. Payment and Performance Bonds

1. Not required.

B. Contractual Provisions Relative to Risk Management

All contracts for any public works to be performed, and service-related contracts, for or on behalf of the City shall include the following, or substantially similar, provisions:

1. Hold Harmless

(a) General

The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, contract or lease unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

Attachment: Exhibit A - COOB Bid No 2020-24 (High Calcium Bulk Quicklime) Carmeuse (2023-R-2 : Approval of Price Increase and

2. Payment on Behalf of City

The Contractor shall pay all costs of the City's legal defense, as may be selected by the City, for all claims described in the Hold Harmless paragraph.

Such payment on behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

3. Loss Control/Safety

Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such work stoppage will not shift responsibility for any damages from the Contractor to the City.

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

Attachment: Exhibit A - COOB Bid No 2020-24 (High Calcium Bulk Quicklime) Carmeuse (2023-R-2 : Approval of Price Increase and

2. Types of Insurance and Limits of Liability

The insurance required herein shall be written for not less than any limits of liability specified and incorporated as part of the Contract Documents or as required by law, whichever is greater, and shall include the following:

(a) Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B - Employer's Liability limits of not less than:

$100,000. Each Accident Bodily Injury by Accident
$100,000. Each Employee Bodily Injury by Disease
$500,000. Policy Limit Bodily Injury by Disease

Certificate of Exemptions. If the contractor has a State-issued Certificate of Exemption, the contractor may provide a copy in place of the requirement for coverage. However, if the contractor subcontracts or retains any other person or entity to perform under the contract, that person or entity must provide proof of workers' compensation insurance as required by law or provide a Certificate of Exemption.

It is the intent of the City that any individual who either contracts directly with the city or performs any work on behalf of any such contractor be covered by workers compensation insurance or have a valid exemption from said coverage.

(If applicable to the Project, the policy must include benefits under the United States Longshoremen's and Harbor Workers' Act and the Jones Act coverage--all maritime coverage.)

(b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

a. Premises and Operations
b. Owners' & Contractors' Protective
c. Products & Completed Operation
d. Explosion, Collapse & Underground Conditions
e. Blanket Contractual Liability
f. Personal Injury Liability
g. Broad Form Property Damage Endorsement, including Completed Operations
h. Independent Contractors
i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
j. Pollution Liability (if applicable)
k. Fire Damage Liability

Attachment: Exhibit A - COOB Bid No 2020-24 (High Calcium Bulk Quicklime) Carmeuse (2023-R-2 : Approval of Price Increase and

Certain coverage outlined above may not be required if they do not relate to the Project, as may be determined at the sole discretion of the City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts for all tiers of Contractors and Subcontractors:

Contract Value	Limits (not less than)
0 - $25,000	$300,000 Each Occurrence $300,000 General Aggregate* $300,000 Aggregate Products & Completed Operations $ 25,000 Fire Damage (any one fire)
$25,001 - $250,000	$500,000 Each Occurrence $1 Million General Aggregate* $1 Million Aggregate Products & Completed Operations $ 50,000 Fire Damage (any one fire)
$250,001 - $3,000,000	$1 Million Each Occurrence $1 Million General Aggregate* $1 Million Aggregate Products & Completed Operations $ 50,000 Fire Damage (any one fire)
$3,000,001 & over	20% of the Value of the Contract [Minimum $1 Million Each Occurrence/$2 Million General Aggregate]

* NOTE: Commercial General Liability Coverage must be purchased on either a project basis (separate policy per contract) or an endorsement allocating an aggregate limit per location or specified project.

(c) Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

Contract Value	Limits (not less than)
0 - $25,000	$300,000 Combined Single Limit
$25,001 - $250,000	$500,000 Combined Single Limit
$250,001 and over	$1 Million Combined Single Limit

Attachment: Exhibit A - COOB Bid No 2020-24 (High Calcium Bulk Quicklime) Carmeuse (2023-R-2 : Approval of Price Increase and

(d) Excess Liability

For Contracts of $250,000 or more, and in addition to the scheduled underlying policies for Commercial General Liability, Automobile Liability and Employers' Liability, the Contractor shall also provide an Excess Liability Policy with a maximum self-insured retention for occurrences insured in this Excess Policy not to exceed $25,000 and a minimum limit of $1 Million.

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.

4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.

5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City form the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

1. Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or

Attachment: Exhibit A - COOB Bid No 2020-24 (High Calcium Bulk Quicklime) Carmeuse (2023-R-2 : Approval of Price Increase and

which is an eligible surplus lines insurer in the State of Florida, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similarly nationally recognized rating authority, including Standard and Poors and Demotech.

2. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

3. All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

Attachment: Exhibit A - COOB Bid No 2020-24 (High Calcium Bulk Quicklime) Carmeuse (2023-R-2 : Approval of Price Increase and

Subject: [EXT] RE: Carmeuse - Contract Renewal

Hart, Rob <Rob.Hart@ormondbeach.org>
to Cherpak Matthew, Preis, Robert, Brooks Dana

You are viewing an attached message. City of Holly Hill Mail can't verify the authenticity of attached messag

Hi Matt,

The price increase was approved by Resolution 2022-161 on 12/6/2022

Bob – Do you have someone working on a change order to PO 20230214 or a new PO to reflect the increase? A

Rob

From: Cherpak Matthew <matthew.cherpak@carmeuse.com>
Sent: Thursday, December 8, 2022 9:55 AM
To: Hart, Rob <Rob.Hart@ormondbeach.org>
Cc: Preis, Robert <Robert.Preis@ormondbeach.org>; Brooks Dana <Dana.Brooks@carmeuse.com>
Subject: Carmeuse - Contract Renewal

[External Email-Use Caution] - OB/IT Helpdesk

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or

Good Morning Rob –

I just spoke with Bob this morning regarding our price proposal for quicklime renewal that went to commission ag

Please let us know, and we'll get things finalized on our end.

Thank you

Matthew CHERPAK
Inside Sales Representative
AMERICAS HEADQUARTERS
11 Stanwix Street, 21st Floor, Pittsburgh, PA 15222
Tel: 412.995.1035 | Mob: 412.228.2631
www.carmeuse.com
CARMEUSE
AMERICAS

Attachment: Exhibit B - Carmeuse Quote for Price Increast to City of Ormond Beach (2023-R-2 : Approval of Price Increase and Piggybacking

CARMEUSE

Quote

Company	CITY OF ORMOND BEACH	**E-mail**	robert.preis@ormondbeach.org
To	Robert Preis	**Date**	12-08-2022
From	Matthew Cherpak	**E-mail**	
Tel		**Pages**	5

Re: City of Ormond Beach, FL 2022 Quicklime T002 **Price Quote 10017509**

Dear Robert Preis,

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

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

Please note this pricing is based on the monthly PPI index from August 2022, indicated a 26.6% 12 month unadjusted change for lime. https://www.bls.gov/ppi/detailed-report/home.htm#2022

Product	Plant	Product Description	Currency	Incoterms	Destination
10597	Jacksonville Luttrell Ter	***HiCal QL Terminal Small Pebble Bulk*** **Total Price: $379.95/TON**	USD	DDP	Ormond Beach, 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 12-08-2022 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 B - Carmeuse Quote for Price Increast to City of Ormond Beach (2023-R-2 : Approval of Price Increase and Piggybacking

CARMEUSE

Quote

We remain at your disposal for any further information.

Signatures

Sales Representative
Matthew Cherpak

Sales Manager

STANDARD TERMS

- All Quotes are good for 30 days from the issue date unless agreed to otherwise in bid
- Quoted pricing is based on availability of material at the time the order is received
- All taxes are extra. Taxes will be collected until an exemption certificate is received
- Variable Fuel Surcharge (FSC) is adjusted monthly and can be found at https://www.carmeuse.com/na-en/products-services/service/logistics-delivering-products-safely
- Email all purchase orders and tax exempt certificates to SalesAdminRequests@carmeuse.com for review and approval
- Returns are subject to a $250.00 restocking fee
- Any freight charges where it is necessary for Carmeuse to prepay for shipment will carry an admin fee of 5.5%
- Alabama Severance Tax will be added where applicable
- Spread Charge will be added where applicable
- Harbor Maintenance Fee if applicable is collected by the federal government. This is a 0.125% tax on the value of cargo to specified docks
- The latest SDS can be found at https://www.carmeuse.com/eu-en/products-services
- Enclosed are the Terms and Conditions of Sale and Guidelines for Contract Haulers
- IN NO EVENT SHALL CARMEUSE BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE PRODUCT OR CARMEUSE'S OBLIGATIONS HEREUNDER. All sales are expressly contingent upon this limitation of liability. To the extent any purchase order contains terms or conditions in addition or contrary to such limitation, then such terms or conditions are objected to, null and void, and will not form a part of the parties' contract

Attachment: Exhibit B - Carmeuse Quote for Price Increast to City of Ormond Beach (2023-R-2 : Approval of Price Increase and Piggybacking

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 THE ACTS OR 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 (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUES, PROFITS OR OPPORTUNITIES), WHETHER ARISING OUT OF OR AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

Attachment: Exhibit B - Carmeuse Quote for Price Increast to City of Ormond Beach (2023-R-2 : Approval of Price Increase and Piggybacking

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.

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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 B - Carmeuse Quote for Price Increast to City of Ormond Beach (2023-R-2 : Approval of Price Increase and Piggybacking

CARMEUSE

Quote

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- 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

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Attachment: Exhibit C - City of Ormond Beach RES NO 2022-161 (2023-R-2 : Approval of Price Increase and Piggybacking City of Ormond

RESOLUTION NO. 2022-161

A RESOLUTION AUTHORIZING A COST INCREASE TO CARMEUSE LIME & STONE REGARDING THE PROVISION OF QUICKLIME UNDER ITB 2020-24; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, on August 18, 2020 by Resolution 2020-108, the City awarded a bid for quicklime to Carmeuse Lime & Stone under Bid No. 2020-24 at a cost of $298.03/ton, and

WHEREAS, the bid allows the vendor to request a cost increase subject to changes in chemical costs, and

WHEREAS, said increase, from $298.03/ton to $379.95/ton will become effective immediately, and

WHEREAS, City staff recommends that the request be approved by the City Commission, and the City Commission concurs with the staff recommendation, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The City Commission hereby authorizes a cost increase for the provision of quicklime by Carmeuse Lime & Stone from $298.03/ton to $379.95/ton. Said increase will become effective immediately.

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

APPROVED AND AUTHENTICATED this 6th day of December, 2022.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

\\ormondbeach\dfs\Dept\Legal\CITY COMMISSION ITEMS\RESOLUTION\2022\12-06-22\22-161 Carmeuse price adj-quickilime (P22-0177G).docx

Attachment: Exhibit C - City of Ormond Beach RES NO 2022-161 (2023-R-2 : Approval of Price Increase and Piggybacking City of Ormond

The City of Holly Hill

Andy Armstrong <aarmstrong@hollyhillfl.org>

RE: [EXT] Re: Carmeuse - Holly Hill Piggyback Agreement (Ormond Beach)

1 message

Cherpak Matthew <matthew.cherpak@carmeuse.com> Thu, Dec 8, 2022 at 3:36 PM
To: Andrew Armstrong <aarmstrong@hollyhillfl.org>
Cc: Brooks Dana <Dana.Brooks@carmeuse.com>, Luketic Kevin <kevin.luketic@carmeuse.com>

Good Afternoon Andy –

The City of Ormond Beach, FL accepted our new pricing on 12/6/2022. New pricing goes into effect today **12/8/2022 and will be effective until 12/7/2023**.

Attached are the following:

1. **Your new quote with the updated pricing as part of the piggyback agreement**
2. **A copy of the resolution letter from City of Ormond Beach, FL**
3. **A copy of the email from Rob Hart at City of Ormond Beach, FL confirming the price increase was accepted by the commission.**
4. **A copy of the quote for City of Ormond Beach, FL as a reference**

Please let me know if you have any questions.

Thanks!

Matthew CHERPAK

Inside Sales Representative

Tel: 412.995.1035 | Mob: 412.228.2631

www.carmeuse.com

From: Cherpak Matthew
Sent: Tuesday, September 27, 2022 3:33 PM
To: Andrew Armstrong aarmstrong@hollyhillfl.org
Cc: Brooks Dana Dana.Brooks@carmeuse.com
Subject: RE: [EXT] Re: Carmeuse - Holly Hill Piggyback Agreement (Ormond Beach)

Attachment: Exhibit D - Carmeuse Quote for City of Holly Hill (2023-R-2 : Approval of Price Increase and Piggybacking City of Ormond Beach

CARMEUSE

Quote

Company	CITY OF HOLLY HILL	**E-mail**	aarmstrong@hollyhillfl.org
To	Andy Armstrong	**Date**	12-08-2022
From	Matthew Cherpak	**E-mail**	
Tel		**Pages**	5

Re: City of Holly Hill, FL 2022 HiCal T002 **Price Quote 10017925**

Dear Andy Armstrong,

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

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

Please note this price is per piggyback agreement off the City of Ormond Beach, FL pricing.

Product	Plant	Product Description	Currency	Incoterms	Destination
10597	Jacksonville Luttrell Ter	***HiCal QL Terminal Small Pebble Bulk*** **Total Price: $379.95/TON**	USD	DDP	Holly Hill, 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 12-08-2022 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 D - Carmeuse Quote for City of Holly Hill (2023-R-2 : Approval of Price Increase and Piggybacking City of Ormond Beach

CARMEUSE

Quote

We remain at your disposal for any further information.

Signatures

Sales Representative	**Sales Manager**
Matthew Cherpak	

STANDARD TERMS

- All Quotes are good for 30 days from the issue date unless agreed to otherwise in bid
- Quoted pricing is based on availability of material at the time the order is received
- All taxes are extra. Taxes will be collected until an exemption certificate is received
- Variable Fuel Surcharge (FSC) is adjusted monthly and can be found at https://www.carmeuse.com/na-en/products-services/service/logistics-delivering-products-safely
- Email all purchase orders and tax exempt certificates to SalesAdminRequests@carmeuse.com for review and approval
- Returns are subject to a $250.00 restocking fee
- Any freight charges where it is necessary for Carmeuse to prepay for shipment will carry an admin fee of 5.5%
- Alabama Severance Tax will be added where applicable
- Spread Charge will be added where applicable
- Harbor Maintenance Fee if applicable is collected by the federal government. This is a 0.125% tax on the value of cargo to specified docks
- The latest SDS can be found at https://www.carmeuse.com/eu-en/products-services
- Enclosed are the Terms and Conditions of Sale and Guidelines for Contract Haulers
- IN NO EVENT SHALL CARMEUSE BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE PRODUCT OR CARMEUSE'S OBLIGATIONS HEREUNDER. All sales are expressly contingent upon this limitation of liability. To the extent any purchase order contains terms or conditions in addition or contrary to such limitation, then such terms or conditions are objected to, null and void, and will not form a part of the parties' contract

Attachment: Exhibit D - Carmeuse Quote for City of Holly Hill (2023-R-2 : Approval of Price Increase and Piggybacking City of Ormond Beach

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 THE ACTS OR 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 (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUES, PROFITS OR OPPORTUNITIES), WHETHER ARISING OUT OF OR AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

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CARMEUSE

Quote

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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.

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HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **January 10, 2023**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving a Contract with Dredging & Marine Construction, LLC in the Amount of $46,480 for the Design, Engineering and Construction Management of the Riverside Park Bulkhead Project, and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2023-R-3**
APPLICANT:
PLANNER:

DISCUSSION:

On November 23, 2021, the City Commission approved an agreement with Dredging & Marine Consultants, LLC (DMC) to serve as one of the City's General Engineering Consultants to provide professional design and construction management services for marine projects. Their agreement is included under "Exhibit A".

The Riverside Park bulkhead, located at 231 Riverside Drive is in disrepair, with cracking within the cap and wall itself. In addition, there are multiple areas on the landward side of the bulkhead which are experiencing repeated and significant erosion, causing the collapse of decorative pavers immediately adjacent to the Halifax River.

Although no definitive information is available, it is assumed that the current bulkhead was constructed along with the Halifax Shopping Center in 1958. During the construction of Riverside Park, a decorative cap was added to the bulkhead in 2007.

On November 30, 2022, a proposal from DMC was received in the amount of $46,480.00 to provide professional engineering services related to the repair and/or replacement of the existing bulkhead at Riverside Park. Their scope of services includes a bulkhead assessment, which will determine if the seawall is able to be repaired or is in need of replacement. Following this assessment, surveys, geotechnical investigations, bulkhead repair design and engineering, permitting, bidding assistance and ultimately construction management services are proposed. This proposal is included under "Exhibit B".

FISCAL ANALYSIS:

The design, engineering and construction management for the bulkhead located at Riverside Park was proposed by Dredging and Marine Consultants, Inc. at a cost of $46,480.00.

There is $800,000 budgeted for the Riverside Park bulkhead project 22-BG-10 under account # 301-8110-580-6300.

STAFF RECOMMENDATION:

Approve the proposal from DMC to provide Professional Design/CEI Services for the Riverside Park Bulkhead Project #22-BG-10 in the amount of 46,480, and authorize the City Manager to execute the same.

COMMISSION GOAL:

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

Goal #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 A CONTRACT WITH DREDGING & MARINE CONSTRUCTION, LLC IN THE AMOUNT OF $46,480 FOR THE DESIGN, ENGINEERING AND CONSTRUCTION MANAGEMENT OF THE RIVERSIDE PARK BULKHEAD PROJECT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A -Dredging & Marine Consultant Services Agreement (PDF)
- DMC Exhibit B (PDF)

Resolution No. 2023-3

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING A CONTRACT WITH DREDGING & MARINE CONSTRUCTION, LLC IN THE AMOUNT OF $46,480 FOR THE DESIGN, ENGINEERING AND CONSTRUCTION MANAGEMENT OF THE RIVERSIDE PARK BULKHEAD PROJECT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING A CONTRACT WITH DREDGING & MARINE CONSTRUCTION, LLC IN THE AMOUNT OF $46,480 FOR THE DESIGN, ENGINEERING AND CONSTRUCTION MANAGEMENT OF THE RIVERSIDE PARK BULKHEAD PROJECT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 23, 2021 City Commission approved an agreement with Dredging & Marine Consultants LLC (DMC) to serve as one of the City's General Engineering Consultants to provide Professional Design/CEI Services for marine projects; and

WHEREAS, the Riverside Park bulkhead project was prioritized during a Capital Improvements projects planning workshop held on February 8, 2022, with the affiliated budget appropriation approved by the City Commission on March 8, 2022; and

WHEREAS, DMC has submitted a proposal to include bulkhead assessment, survey, and geotechnical investigations, bulkhead repair design and engineering, permitting, bidding assistance and construction management services in the amount of $46,480.00 for the repair or replacement of the existing bulkhead at the Riverside Park.

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

SECTION 1. That the City Manager of the City of Holly Hill is hereby authorized to execute the agreement with Dredging & Marine Consultants LLC in the amount of $46,480.00 to provide Professional Design/CEI Services for the Riverside Park Bulkhead Project.

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

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 10th day of JANUARY, 2023.

PROFESSIONAL CONSULTANT SERVICES AGREEMENT
Professional Design/CEI Services For Roadways, Stormwater And Utilities Projects
Request for Qualification (RFQ) #22-PW-01

THIS AGREEMENT is made and entered into this 25 day of January, 2022, by and between Dredging & Marine Consultants, LLC. , duly authorized to conduct business in the State of Florida and whose address is 4643 S. Clyde Morris Blvd. Unit 302, Port Orange, FL 32129 , hereinafter, called "CONSULTANT" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Qualifications (RFQ #18-PW-03), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between CITY and CONSULTANT. 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 shall be for a three (3) years and two (2) one (1) year option at the sole discretion of the city.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONSULTANT will invoice the City monthly based upon the CONSULTANT's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. REIMBURSABLE EXPENSES. "Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City's Purchasing Policy.

SECTION 5. 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:
Valerie Manning, City Clerk
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117
(386)248-9441

For Consultant:
Shailesh K. Patel , President (Name, Title)
Dredging & Marine Consultants, LLC. (Company)
4643 S. Clyde Morris Blvd. Unit 302 (Address)
Port Orange, FL 32129 (City, State, Zip)
(386) 304-6505 (Phone)

Attachment: Exhibit A -Dredging & Marine Consultant Services Agreement (2023-R-3 : Riverside Park Bulkhead Project)

ORIGINAL

SECTION 6. 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 7. 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. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 8. 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 9. 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 10. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNNG ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 11. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

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

WITNESSES:

Valerie Manning

CITY OF HOLLY HILL

Joseph Forte, City Manager

Dated: 1/26/2022

WITNESSES:

FIRMS

By: Shailesh K. Patel, President

Dated: January 14, 2022

Approved by the City Commission of the City of Holly Hill at a meeting held on this 25th day of January, 2022 under Agenda Item No. 8(3) Consent Agenda.

Attachment: Exhibit A -Dredging & Marine Consultant Services Agreement (2023-R-3 : Riverside Park Bulkhead Project)

Dredging & Marine Consultants
DMC
ENGINEERS • SCIENTISTS

CITY OF HOLLY HILL
RFQ No. 22-PW-01 PROFESSIONAL ENGINEERING CONSULTING SERVICES
PROFESSIONAL RATES
Effective January 01, 2022

Project Staff	**Hourly Rate**
Principal Engineer / Scientist	$160.00
Project Manager	$130.00
Senior Project Engineer	$115.00
Engineering Professional	$100.00
Engineering Intern	$ 80.00
Environmental Professional	$ 85.00

Technical Support Staff	
Senior Designer/GIS Technician	$80.00
Designer Technician	$75.00
Grants Coordinator	$65.00
Administrative / Accounting	$50.00

Construction Inspection / Administration	
Project Administrator (CEI)	$ 85.00
Senior Inspector	$ 80.00
Environmental / Construction Inspector	$ 75.00
Field Technician	$ 65.00

Equipment Expenses	
Jon Boat (per day)	$350.00
Turbidity Meter / Standards (per day)	$100.00
Sediment Sampler (per day)	$100.00
Subcontractor Expenses	Cost

4643 S. Clyde Morris Blvd. Unit 302 • Port Orange, FL 32129 • Phone: 386-304-6505 • Fax: 386-304-6506
spatel@dmces.com • www.dmces.com

ORIGINAL

Attachment: Exhibit A -Dredging & Marine Consultant Services Agreement (2023-R-3 : Riverside Park Bulkhead Project)

Dredging & Marine Consultants
DMC
ENGINEERS • SCIENTISTS

December 4, 2022, 2022

Mr. Steven Juengst
Administration Manager
Department of Public Works, City of Holly Hill
453 LPGA Blvd
Holly Hill, FL 32117

RE: Riverside Park Bulkhead Repair Assessment, Engineering Design, Permitting Services, Bidding Assistance, and Construction Inspection; City of Holly Hill

Dear Mr. Juengst,

Dredging & Marine Consultants LLC (DMC) is pleased to submit the following proposal to provide professional engineering services related to the assessing the repair and or replacement of the existing 200 linear feet of bulkhead at the Riverside Park, located at 135 Riverside Dr., Holly Hill, FL 32117. Please note that the costs provided to the City are with the understanding that Marina Grande on the Halifax to the north will also collaborate with similar services through DMC. As per our discussions, we offer the following scope of services and budget:

Task 1: Bulkhead Assessment and Survey Investigations – DMC will assess the existing conditions of the bulkhead, provide a summary report indicating the existing conditions and proposed repair options. DMC will facilitate and coordinate all the necessary upland topographic as well as a bathymetric and underwater survey needed to successfully design and permit a seawall repair. No geotechnical borings are being proposed at this stage unless the field assessment indicates a need to replace the existing bulkhead. If geotechnical or utility investigations are required, DMC shall provide the City a fee proposal for these services. It is DMC's intent to secure any previous design plans from the City or Marina Grande on the Halifax of this permitted structure.

Task 1 Cost: $8,600.00

Task 2: Bulkhead Repair Design and Engineering – Based on the assessment and survey investigation, DMC will provide 30%, 60%, and 90% repair drawings to the City for review. Upon final review and feedback provided by the City, and after acceptance of the final design by the appropriate permitting agencies, DMC will provide 100% complete construction ready design drawings for the repair of the existing bulkhead signed and sealed by a licensed Florida Professional Engineer.

Task 2 Cost: $15,400.00

Task 3: Permitting – DMC will coordinate permit pre-application meetings with the appropriate state and federal regulatory agencies. DMC will submit applications and all supporting documents required to permit the repair of the existing bulkhead. DMC will respond to any Request for Additional Information. **All permitting fees are the responsibility of the Client. This timeline is contingent on timely review by the permitting agencies.**

Task 3 Cost: $5,460.00

Task 4: Bidding Assistance – DMC will assist with the preparation of bid documents and bid advertisement as needed. This task will include finalizing the technical specifications for the required work and collaboration with the City to create language for advertising and bidding the project. DMC will attend the pre-bid meeting and assist with addendum preparation by responding to contractor questions. DMC will also assist with bid tabulation and contractor selection and recommendation, as needed.

Task 4 Cost: $5,800.00

Attachment: DMC Exhibit B (2023-R-3 : Riverside Park Bulkhead Project)

4643 S. Clyde Morris Blvd., Unit 302 • Port Orange, FL 32129 • Phone: 386-304-6505 • Fax: 386-304-6506
spatel@dmces.com • www.dmces.com

Task 5: Construction Management – Once a contractor has been selected for project construction, DMC will coordinate and attend the pre-construction meeting and provide limited construction management services until project completion.

Construction management services include the following:

- Review of emergency and safety plans, including the Temporary Traffic Control plan, as required.
- Review of shop drawings, product information sheets, concrete mix designs, geotechnical testing results and other required submittals, as applicable.
- Field verification of products and materials.
- Field verification of permit compliance requirements.
- Conducting routine site visits to monitor construction activity and conformance with the plans and technical specifications. All site visits will be documented with photographs and field notes by the inspector, and weekly summary reports will be prepared for the City, detailing the work accomplished and the planned activity for the following week. DMC will attempt to align these site visits as much as possible with scheduled progress meeting dates. Site visits will also be conducted at critical stages of construction or for any unforeseen conditions that require immediate conflict resolution.
- Review of pay applications submitted by the contractor and making recommendations for payment or revision.
- Answering any technical questions raised by the contractor during construction, and/or clarifying any items in the plans or technical specifications, if required.
- Review red-lined plans indicating any deviations from the plans and/or technical specifications that were agreed upon at the site during construction.
- Schedule a project walkthrough when the contractor has determined the project to be substantially complete and generate a punch list of items to be addressed by the contractor before the project will be accepted as fully complete.
- Review of as-built drawings and preparation of recommendations to correct any noted deficiencies.
- Submittal of as-built drawings and other required close-out documents to appropriate regulatory agencies

Task 5 Cost: $11,580.00

Budget and Schedule: DMC will perform the above services for a Lump Sum fee not to exceed $46,840.00. We anticipate completion of the services listed in Tasks 1 through 4 within four (4) months of receipt of Notice to Proceed. Tasks 5 will remain open until final acceptance of the constructed project by the Client. **This timeline is contingent on timely reviews of submittals by the Client and permitting agencies**. Regulatory agencies may take longer to review and approve permits. DMC will communicate with regulatory agencies to ensure permits are secured in a timely manner.

Should you have any further questions please call 386-304-6505. We look forward to your authorization (Notice-to-Proceed) and to working with you on this project. Thank you.

Respectfully,
Dredging & Marine Consultants, LLC

Stephen J. Kuhn, P.E.
Senior Engineer

Attachment: DMC Exhibit B (2023-R-3 : Riverside Park Bulkhead Project)

Exhibit A

Client: City of Holly Hill

Date: December 4, 2022

Project Name: Riverside Park Bulkhead Repair Assessment and Engineering Design

DMC Project Number: TBD

Client Project Manager: Mr. Steve Juengst

DMC Project Manager: Alexis Sorell

Task Descriptions:

Task 1: Bulkhead Assessment and Survey Investigations

Task 2: Bulkhead Repair Design and Engineering

Task 3: Permitting

Task 4: Bidding Assistance

Task 5: Construction Management

Table A: DMC Labor

	Hourly Rate	Task 1	Task 2	Task 3	Task 4	Task 5	Total Hours	Total Cost
		Hours						
Principal Engineer/Scientist	160.00	2	2	2	2	2	10	$ 1,600.00
Project Manager	130.00	4	8	4	16	24	56	$ 7,280.00
Senior Project Engineer	115.00	2	16	4	8	4	34	$ 3,910.00
Engineering Professional	100.00	2	24	4	8	0	38	$ 3,800.00
Engineering Intern	80.00	16	40	16	16	8	96	$ 7,680.00
Environmental Professional	85.00	0	0	8	0	8	16	$ 1,360.00
Senior Designer/GIS Tech	80.00	0	20	0	0	4	24	$ 1,920.00
Designer Technician	75.00	0	56	16	0	8	80	$ 6,000.00
Grants Coordinator	65.00	0	0	0	0	0	0	$ -
Admin/Accounting	50.00	4	16	12	8	4	44	$ 2,200.00
Project Administrator (CEI)	85.00	0	0	0	0	24	24	$ 2,040.00
Senior Inspector	80.00	0	0	0	0	40	40	$ 3,200.00
Environmental/Construction In	75.00	0	0	0	0	0	0	$0.00
Field Tech.	65.00	0	0	0	0	0	0	$0.00
Total Hours		30	182	66	58	126	**462**	
Total Cost		$ 2,750.00	$ 15,400.00	$ 5,460.00	$ 5,800.00	$ 11,580.00		**$ 40,990.00**

Table B: DMC Reimbursable Expenses

Description	Quantity	Unit Cost	Total
Cell/Long Distance Phone		$ 25.00	$0.00
8.5 x 11 Prints		$ 0.05	$0.00
8.5x11 & 11x17 Color Print		$ 1.00	$0.00
24 x 36		$ 2.00	$0.00
GBC binding		$ 2.50	$0.00
Mileage		$ 0.56	$0.00
Lodging		$ 130.00	$0.00
Meals		$ 20.00	$0.00
Photos		$ 10.00	$0.00
Courrier Deliveries		$ 15.00	$0.00
Equipment & Supplies		$ 200.00	$0.00
Miscellaneous	1	$ 350.00	$350.00
Total Reimbursables			**$350.00**

Table C: Grand Total

DMC Labor Total (Table A)	$40,990.00
DMC Reimbursables (Table B)	$350.00
Task 1 Underwater survey	$3,000.00
Task 1 Survey	$2,500.00
Grand Total	$46,840.00

Attachment: DMC Exhibit B (2023-R-3 : Riverside Park Bulkhead Project)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **January 10, 2023**
FROM: **Valerie Manning**
SUBJECT: **Halifax Humane Society 2022-2023 Renewal Agreement**
NUMBER: **(ID # 3914)**
APPLICANT:
PLANNER:

DISCUSSION: The Halifax Humane Society is a cost effective method of ensuring the humane treatment of stray animals collected within the City limits of Holly Hill. The City has contracted with Halifax Humane Society, a well-respected animal shelter service provider, for many years to provide sheltering, care, treatment services and reunification of stray animals found within the east Volusia area.

The Halifax Humane Society has made several changes to the agreement which the city manager, along with the mangers and attorney's from Ormond Beach, South Daytona and Port Orange attempted to modify. Some of the changes presented have been modified however, many of the changes remain in place. In addition to the clean version of the Agreement, attached in this agenda item is a red line version of the changes discussed for your information.

This Agreement will take effect on the 1st day of February 2023, and will remain in full force and effect for an initial eight (8) month period ending on midnight September 30, 2023. The parties shall have the option to extend the Agreement for up to three (3) additional twelve (month) periods if agreed to by both parties in writing with a 10% increase annually of fees

FISCAL ANALYSIS: The city has budgeted $20,000 in the 2022/2023 Fiscal Year for the sheltering service provided under this agreement with the Halifax Humane Society.

STAFF RECOMMENDATION: Authorize the City Manager execute the Agreement for Service with the Halifax Humane Society.

COMMISSION GOAL: Goal #4: Provide 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 approve the Agreement and authorize the City Manager to execute the Agreement with the Halifax Humane Society for provide animal sheltering services.

- HHS Service Agreement January - 10, 2022 (DOC)
- HHS Service Agreement 2023 12.13.22 - Markup (1) (DOC)

AGREEMENT FOR SERVICES BETWEEN
Halifax Humane Society, Inc.
AND
City of Holly Hill

This Services Agreement ("Agreement") is hereby entered into by and between the **Halifax Humane Society, Inc.**, a Florida non-profit corporation, with its principal address at 2364 LPGA Boulevard, Daytona Beach, Florida 32124 ("Humane Society"), and the **City of Holly Hill**, a Florida Municipal corporation. ("Impounding Agency").

WHEREAS, in order to enforce the ordinances of the Impounding Agency and the laws of the State of Florida, the Impounding Agency desires to deliver animals to the Humane Society for the humane impoundment and humane disposition of said animals; and

WHEREAS, the Humane Society is organized for the purpose, among others, of preventing cruelty to animals and is interested in assuring that impounded animals are sheltered in a humane manner and those which must be euthanized, be so euthanized in a humane manner.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and provisions herein contained, it is expressly agreed and understood as follows:

1. **TERM**: This Agreement will take effect on the 1st day of February 2023, and will remain in full force and effect for an initial eight (8) month period ending on midnight September 30, 2023. The parties shall have the option to extend the Agreement for up to three (3) additional twelve (month) periods if agreed to by both parties in writing with a 10% increase annually of fees.

2. **ANIMAL SHELTER, RETURN TO FIELD, AND TRAP, NEUTER, AND RETURN**:

   (a) The Humane Society will maintain and operate an animal shelter ("Shelter") in a manner adequate for the confinement, remedial treatment, and, if necessary, disposal of stray dogs, cats, or other animals, which may be delivered to the Humane Society from within the jurisdictional limits of the Impounding Agency, and the Humane Society will furnish, at its sole expense, all supervision, labor, animal food, tools, supplies and other things necessary for the satisfactory performance of the services herein agreed to be provided. Remedial care will be provided for injured animals during operating hours when there is a staff veterinarian available, at the Humane Society's sole expense. The Shelter will be operated at 2364 West LPGA Blvd., Daytona Beach, Florida.

   (b) The Humane Society will provide means to accept all stray dogs and other domesticated animals delivered to the Shelter by the Impounding Agency's law enforcement personnel, Animal Control Officers, or other designated officers appointed by the Impounding Agency for this purpose. The Humane Society will provide alternative options of Return to Field (RTF) for unsterilized community cats

Attachment: HHS Service Agreement January - 10, 2022 (3914 : Halifax Humane Society 2022-2023 Renewal Agreement)

following national animal welfare organization recommendations for the most humane practices with addressing cat overpopulation. The Humane Society will accept wild animals and livestock only if it has the ability and facilities to impound and control these animals, and the decision to accept or reject such animals will be solely within the discretion of the Humane Society. The Humane Society will require all persons who drop off injured or stray animals to the Shelter during the Shelter's normal operating hours to give their names, telephone number, current home and post office addresses (as verified by a government issued identification), and identify the place where the animals involved were located or picked up.

(c) When the Impounding Agency delivers an animal to the Shelter for impoundment and such animal bears information indicating ownership of the animal, the Impounding Agency representative shall use its best efforts to attempt to return the animal to its rightful owner, when safe for the animal to do so. The Impounding Agency representative shall also provide to Halifax all owner/guardian contact information gathered and documented attempts of contact for the owner/guardian. An administrative fee of $35 will be assessed for every animal found to have identification by means of collar with information, tag or microchip that the owner/guardian has not been attempted to contact and provided documentation of such. Regardless of the foregoing, any animal suspected of being infected with rabies or which has bitten or otherwise exposed any person to rabies, shall not be released to its owner until after such animal has been impounded for the required quarantine timeframe and the Volusia County Health Department, through its authorized representatives, has expressly approved, in writing, any such release.

(d) When a stray domestic animal is delivered to the Shelter and is not suspected of having rabies or has not bitten or otherwise exposed any person to rabies, the Humane Society will impound the animal at the Impounding Agency's expense for a period of three (3) calendar days (unless the cat is referred to the Return to Field (RTF) program as described below). There will be a 24-hour only holding period for dogs under 6 months of age when 2 or more are impounded together and no holding period for cats under the age of 6 months provided there is no owner identification. If the owner has not retrieved the animal within the designated holding period, the Humane Society will thereafter, at its own expense, provide for the adoption or humane disposal of the animal in accordance with its routine methods and procedures**.**

(e) When a stray cat is delivered to the Shelter and is not suspected of having rabies or has not bitten or otherwise exposed any person to rabies, the Humane Society will determine the eligibility of the animal for the RTF Program. After consultation with the Impounding Agency, the Humane Society will decide whether the cat will be referred for impoundment or RTF and notify the Impounding Agency. The Impounding Agency representative will expressly inform the Humane Society if a cat

Attachment: HHS Service Agreement January - 10, 2022 (3914 : Halifax Humane Society 2022-2023 Renewal Agreement)

is brought in as part of the Trap, Neuter, and Return Program (TNR) or Return to Field (RTF). The Humane Society will only perform feline sterilization services for cats brought to the Humane Society by an Animal Control Officer (ACO) or other Impounding Agency designated representative upon request. Cats brought to the Humane Society by any other person will not be eligible for reimbursement by the Impounding Agency. Fees for this service are listed in 3(b) under RTF/TNR Cats. The Impounding Agency will only be responsible for services or procedures that are requested and expressly included in this agreement. The Impounding Agency will not pay for any other service or procedure. The RTF/TNR Program requires the following:

i. The Humane Society and the Impounding Agency shall mutually agree on the day(s) of the week that the Impounding Agency will bring cats to the designated Humane Society facility. Said schedule shall be subject to change by mutual agreement of the parties. The Impounding Agency shall at a minimum have one day reserved each week at a designated Humane Society facility to bring in cats for sterilization.

ii. Surgeries may be completed at either:

Halifax Humane Society 2364 West LPGA Boulevard Daytona Beach, FL 32124
Or
HHS Redinger Clinic 600 Mason Ave #150 Daytona Beach, FL 32117

Hereafter Humane Society shall refer to both the location on LPGA Blvd. and Mason Ave.

iii. All regular sterilizations are the same price for neuters and spays (males and females). Each surgery includes complimentary ear tipping, FVRCP and rabies vaccines, and anesthesia for a cost of $45. Ear tipping must be completed according to Alley Cat Allies recommendations by removing at least 3/8 of an inch from the top of the left ear.

iv. If the Impounding Agency presents a cat for sterilization and the Humane Society finds the cat has already been sterilized, the Humane Society will provide anesthesia, ear tipping, FVRCP and rabies vaccine at the normal sterilization surgery cost of $45.

v. The Humane Society recognizes that the Impounding agency may not have a licensed veterinarian on staff and would not have the ability to determine whether an animal should be euthanized. Therefore, upon presentation of a cat, the Humane Society, at its sole discretion, will determine if the cat is healthy enough to survive surgery and whether or not it should be euthanized. The cost

Attachment: HHS Service Agreement January - 10, 2022 (3914 : Halifax Humane Society 2022-2023 Renewal Agreement)

for euthanasia is $45.

vi. All cats being returned to the Impounding Agency staff from the Humane Society will have their ear tipped as described above. No exceptions. If a cat is returned to the Impounding Agency staff without an ear tip, or with an ear tip of less than 3/8 of an inch from the top of the left ear, the Impounding Agency cat will be returned to the Humane Society for the procedure without any additional charge to the Impounding agency.

vii. No procedures other than those listed in this Agreement will be paid for by the Impounding agency. The Impounding agency will only reimburse for procedures that have been documented and provided to the Impounding agency. The Humane Society must provide at least the following information in order to receive reimbursement for each cat:

- Invoice number
- Visit Date
- Billing Date
- Animal Name and/or Number
- Name and Address of Individual Dropping-Off (if other than ACO)
- Services provided
- Cost for each service provided
- Total cost

viii. The Humane Society will combine and send all invoices to the Impounding Agency, monthly.

ix. Animal Control Officers will notify the Humane Society staff at the LPGA location whether a feline brought there is not eligible for RTF due to being confiscated, seized or under quarantine.

x. The Humane Society will only release RTF cats to the Impounding Agency Animal Control Officer unless Impounding Agency provides permission for a 3rd party release in writing from an authorized representative of the Impounding Agency.

3. **BILLING & PAYMENT**:

(a) The Humane Society shall bill the Impounding Agency pursuant to Paragraph 3(b), as applicable, for:

(i) each dog or cat, domesticated animal, injured animal, deceased animal, livestock animal, wild animal, or quarantined/confiscated animal delivered to the Shelter by either the Impounding Agency's designated personnel, Law Enforcement, or Animal Control Officers; and

(ii) each stray dog or cat, domesticated animal, injured animal, deceased animal,

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livestock animal or wild animal emanating from within the jurisdictional limits of the Impounding Agency and delivered to the Shelter by a private citizen. Owner surrendered animals will only be accepted via Impounding Agency with prior Supervisor approval from Humane Society and fees for this service are listed in 3(b) under Owner Surrender – via ACO. Owner requested surrenders in the field should be referred to Halifax Humane Society directly.

(b) In consideration of the agreements and undertakings to be performed by the Humane Society, the Impounding Agency agrees to pay the following applicable fee(s) per animal to the Humane Society on a monthly basis, in arrears:

Type of Animal	**Fee**
Dog or cat (if the cat is not eligible for RTF/TNR program)	
Stray Sheltering (up to 3 days)	$120
Administrative Fee - failure to reunite/contact known owners	$35
Owner Surrender via Animal Control Officer	$120
Other small domesticated pets	$100
Livestock/Wildlife	$150
Wild animal - (Euthanasia)	$55.00
Deceased on arrival - (Disposal)	$25.00
Quarantined animal (*e.g.*, Rabies)	$100 fee plus $30 per additional day Quarantine period determined by Florida State Statute
Confiscated animals – Due to police custody, hospitalization, owner deceased, subject to eviction, or pending court case	$120 fee (includes up to 3 days of impoundment) $21 for each additional day of impoundment
Fees for RTF/TNR cats	
Sterilization Surgery Complimentary ear tipping, FVRCP, Rabies Vaccines	$45
Anesthesia Fee No surgery performed, ear tipping, FVRCP vaccine, rabies vaccine	$45
Euthanasia Veterinarian determined that patient cannot undergo surgery due to illness/disease	$45
Fees for Additional Services **Forensic calls and staff assistance**	Staff Support: $25.00 per hr. Veterinarian Support: $125.00 per hr.

(c) Payment must be made to the Humane Society within forty-five (45) days of the date of a proper invoice, as required by the Florida Local Government Prompt Payment Act (Part VII, Chapter 218, Florida Statutes) (the "Prompt Payment Act"). As provided by the Prompt Payment Act, any payment that is not made by the Impounding agency within such time period shall bear interest from thirty (30) days

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after the due date at a rate of one percent (1%) per month on the unpaid balance until paid in full. If the Impounding agency has a dispute about a charge on its invoice, it must contact the Humane Society's Director of Administrative Services at 386-274-4703, extension 315, within 15 days of the date of the invoice. Disputed balances shall not be considered overdue and shall not bear interest until said dispute has been resolved.

(d) The Humane Society will submit to the Impounding Agency, with its monthly invoice, a list of all pick up addresses of stray animals charged to the Impounding Agency account for animals that were not impounded by an Impounding Agency's designated personnel, the names and addresses of all persons claiming any stray animals that are dropped off at the Shelter during normal operating hours. After hours animal drop off not permitted.

(e) The Humane Society will use good faith efforts to try to collect from the animal's owner costs for which the Impounding Agency is otherwise liable hereunder. In the event an owner pays any fees or charges to reclaim its animal, the Impounding Agency shall be credited the full amount any such fees or charges paid. Humane Society staff is required to seek full payment of the fees by the animal owners without indicating that such payment is optional. Any time a fee is waived or reduced for an indigent animal owner, it must be authorized by a Humane Society Supervisor prior to the animal being released.

4. **RABIES QUARANTINE**: The Humane Society will provide space for the confinement, observation and care of any stray animal suspected of rabies, or any stray animal which has bitten or otherwise exposed any person to rabies for a period of the state determined time for quarantine and will accept, care for, and dispose of any such animal delivered to the Shelter. The Humane Society will notify the Volusia County Health Department of any rabies specimen animal that dies during the quarantine period, and will allow the Volusia County Health Department the opportunity to take custody of the remains of any such animal that becomes ill or dies while under confinement for such reasons. The Impounding Agency shall pay the applicable charges for quarantine service pursuant to Section 3(b) of this Agreement.

5. **CONFISCATED ANIMALS**: The Humane Society will agree to accept confiscated animals as strays or accept said animals as "confiscated" only when the provisions of Section 828.073, Florida Statutes are satisfied. The Impounding Agency shall be responsible for all charges and expenses incurred in confiscating an animal pursuant to § 828.073, Fla. Stat. The appropriate paperwork must be submitted by the Impounding Agency to the Humane Society within three (3) business days of impounding the confiscated animal. Failure to comply with this requirement will result in "confiscated" animals being deemed "stray" animals, at which point care of the animal will be charged to the Impounding Agency at the default "stray" rates provided in Section 3(b) of this Agreement. The Impounding Agency agrees to indemnify the Humane Society for any and all claims that may arise as a result of the negligent act or omission of an employee of the Impounding Agency related to the decision to submit the animal as a

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stray

6. **DANGEROUS DOG LAW**: Pursuant to Sections 767.12 and 767.13, Florida Statutes, it will be the sole responsibility of the Impounding Agency's animal control authority to determine whether a dog is dangerous and to submit to the Humane Society the necessary paperwork as required by the applicable statutes. If quarantine is necessary, a dog quarantined pursuant to Chapter 767, Part II of the Florida Statutes (the "Dangerous Dog Law"), may be quarantined for ten (10) business days at a bona fide boarding kennel or veterinarian's office of the Impounding Agency's or owner's choice. Otherwise, the Humane Society will quarantine all dogs that the Impounding Agency animal control authority determines to be dangerous for a maximum of ten (10) business days. The Impounding Agency shall pay the applicable charges for such service pursuant to Section 3(b) of this Agreement. If the owner of the dog is unknown by the end of the quarantine period, the Impounding Agency may request that euthanasia be performed by the Humane Society when it is the Impounding Agency's belief that the dog poses a threat to public safety. The Impounding Agency agrees to indemnify the Humane Society for any and all claims that may arise as a result of the negligent act or omission of an employee of the Impounding Agency related to the decision to submit the animal under the Dangerous Dog Law

7. **CONFISCATED ANIMALS - OWNER OF ANIMAL IS IN CUSTODY / DECEASED / HOSPITALIZED**: All animals whose owner(s) are in police custody, deceased or hospitalized may be placed in a bona fide boarding kennel or veterinary clinic at the owner's expense. The Humane Society will accept any such animals that are seized or taken by the Impounding Agency. The Impounding Agency agrees to provide next of kin, emergency contact or any other available contact information to Humane Society within 3 days of impoundment. Failure to do so by the Impounding Agency will forfeit any hold on the animal other than the mandatory 3-day holding period for stray animals. The Impounding agency shall pay the applicable charges for such service (*i.e.*, "Confiscated Animal") pursuant to Section 3(b) of this Agreement. The Impounding Agency agrees to indemnify the Humane Society for any and all claims that may arise as a result of the negligent act or omission of an employee of the Impounding Agency related to the decision to submit the animal as Confiscated/Owner of Animal in Custody/Deceased/Hospitalized

8. **CONFISCATED ANIMALS DUE TO OWNER EVICTION**: Animals seized by the Impounding Agency as a result of an owner eviction will be held by the Humane Society for five (5) days. The Impounding Agency agrees to leave notice of impoundment at the eviction location listing the whereabouts and descriptions of the animal(s) confiscated. Impounding agency's representative will provide proof of such notice, inform of agency report or photograph of notice on the dwelling with address or writ of possession displayed. If not reclaimed by the owner, all charges accrued pursuant to Section 3(b) will be paid by the Impounding Agency.

If the Impounding Agency chooses not to have the Humane Society hold the animal for the entire reclamation period referenced above, the Impounding Agency may submit the animal to the Humane Society as a "stray," in which case the animal will be held for three (3) days prior to

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disposition. The Impounding Agency agrees to indemnify the Humane Society for any and all claims that may arise as a result of the negligent act or omission of an employee of the Impounding Agency related to the decision to submit the animal as a "stray."

9. **REMEDY IN THE EVENT OF BREACH**: In the event that the Impounding Agency fails to make timely payment to the Humane Society for services rendered pursuant to this Agreement, the Humane Society, in its sole discretion, may elect to terminate this Agreement and cease providing services to the Impounding Agency. If the Humane Society exercises this option, it will provide the Impounding Agency with thirty (30) days written notice of its decision to terminate the Agreement. The Impounding Agency will remain responsible for payment for all services rendered by the Humane Society prior to and during the thirty (30) day notice period. Upon expiration of the thirty (30) day notice period, the Humane Society will no longer provide any services to the Impounding Agency.

10. **WAIVER OF BREACH**: The waiver by the Humane Society or the Impounding Agency of any breach or violation of this Agreement will not operate as or be construed to be a waiver of any subsequent breach of this Agreement.

11. **TERMINATION FOR CONVENIENCE**: The parties agree that the Impounding Agency may terminate this Agreement, or any services contracted for hereunder, either in whole or part, whenever the Impounding Agency shall determine that such termination is in the best interest of the Impounding Agency or if funds are not appropriated for the services provided hereunder. Said termination shall be noticed by letter to the Humane Society. Upon termination, no such services shall be provided by the Humane Society and Impounding Agency shall be responsible for payment for any services provided up to the date of termination as shown on a final invoice provided by Humane Society.

12. **INSURANCE**: Humane Society shall maintain insurance of sufficient amounts during the life of this Agreement. Humane Society shall provide to the Impounding Agency with a certificate of insurance endorsing the Impounding Agency as an additional named insured, upon request. All insurance coverages of the Humane Society shall be primary and non-contributory. All insurance coverages of the Humane Society shall not seek contribution from any other insurance or self-insurance available to the Impounding Agency.

Policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Insurer shall provide the Impounding Agency written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the Impounding Agency no later than 10 days after non-payment.

Minimum insurance coverages that must remain in place for the life of the Agreement are as follows:

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Commercial General Liability:	Aggregate $2,000,000 / Each Occurrence $1,000,000
Automobile Liability:	$1,000,000
Umbrella Liability:	$1,000,000

Should at any time the Humane Society not maintain the insurance coverages required herein, the Impounding Agency may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Humane Society for such coverages purchased. The Impounding Agency shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the Impounding Agency to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Agreement.

13. **SOVEREIGN IMMUNITY:** The Impounding Agency expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with §768.28, Florida Statutes. Notwithstanding anything set forth in any section of the Agreement to the contrary, nothing in the Agreement shall be deemed as a waiver of immunity of limits of liability of the Impounding Agency beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the Impounding Agency for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the Impounding Agency, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

14. PUBLIC RECORDS: Pursuant to section 119.0701 (2)(a), Florida Statutes, the Impounding Agency is required to provide the Humane Society with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

IF THE HUMANE SOCIETY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE HUMANE SOCIETY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 506-5563, 1000 City Center Circle, Holly Hill, Florida 32129; Email: cityclerk@port-orange.org.

By entering into this Agreement, the Humane Society acknowledges and agrees that some records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Agreement are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any contractor entering into a contract for services with the Impounding Agency, including the Humane Society, is required to comply with the following with respect to the applicable public records:

a) Keep and maintain public records required by the Impounding Agency to perform the services and work provided pursuant to this Agreement.

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b) Upon request from the Impounding Agency's custodian of public records, provide the Impounding 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 the contractor does not transfer the records to the Impounding Agency.

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

e) Requests to inspect or copy public records relating to the Impounding Agency's contract for services must be made directly to the Impounding Agency. If contractor receives any such request, contractor shall instruct the requestor to contact the Impounding Agency. If the Impounding Agency does not possess the records requested, the Impounding Agency shall immediately notify the contractor of such request, and the contractor must provide the records to the Impounding Agency or otherwise allow the records to be inspected or copied within a reasonable time.

The Humane Society acknowledges that failure to provide the applicable public records to the Impounding Agency within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. The Humane Society further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the Impounding Agency. Humane Society shall indemnify, defend, and hold the Impounding Agency harmless for and against any and all claims, damage awards, and causes of action arising from Humane Society's failure to comply with the applicable public records disclosure requirements of section 119.07(1), Florida Statutes, or by Humane Society's failure to maintain any applicable public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Humane Society authorizes Impounding Agency to seek declaratory, injunctive, or other appropriate relief against Humane Society from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

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15. **MEDIATION**: Any dispute arising from this Agreement, including, but not limited to, disputes over fees for services, will be mediated prior to a lawsuit being filed. Mediation will occur within sixty (60) days of written request by either party to mediate unless agreed to otherwise. The written request must be delivered in accordance with the provisions of Paragraph 19, below, of this Agreement. The cost of the mediator's fee will be borne equally by the parties.

16. **ATTORNEY'S FEES**: Both parties agree to bear the cost of their own attorneys' fees with respect to any disputes, lawsuits, or claims arising under this Agreement, except unless otherwise specifically allowed elsewhere in this Agreement or in the event of an action to recover amounts due under Part VII, Chapter 218, Florida Statutes, in which case, the court shall award court costs and reasonable attorney's fees, including fees incurred through appeal, to the prevailing party.

17. **GOVERNING LAW AND VENUE:** The parties further agree that this Agreement will be governed by the laws of the State of Florida and that venue for any and all suits arising out of or otherwise attributable to this Agreement will lie exclusively in the courts of Volusia County, Florida, unless the matter at issue is solely cognizable in federal court, in which case, venue shall be in the Middle District of Florida, Orlando Division.

18. **SEVERABILITY**: If any provision of this Agreement or any part of any provision of this Agreement is found to be invalid by a court of competent jurisdiction, such will not affect the validity of any other provision, or part thereof, of this Agreement.

19. **ENTIRE AGREEMENT**: This Agreement constitutes the entire and final understanding and agreement with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, promises, covenants, agreements, or representations concerning all matters directly or indirectly, collaterally related to the subject matter of this Agreement. This Agreement supersedes and replaces in the entirety the Agreement for Services dated _____. All other agreements or understandings made by and between the Impounding Agency and Humane Society prior to this Agreement are null and void.

20. **AMENDMENTS**: This Agreement cannot be amended or modified except by writing executed by both of the parties hereto or their respective administrators, trustees, personal representatives, and successors.

21. **NOTICES**: Any written notice required to be given under this Agreement is to be mailed by registered or certified mail, postage prepaid, to the party's business address or any other address designated for that purpose by written notice and sent to the attention of the City Manager with respect to the Impounding Agency and to the attention of the CEO with respect to the Humane Society.

IN WITNESS WHEREOF, the Humane Society and the Impounding agency have executed this Agreement for Services between Halifax Humane Society Inc. and the City of Holly Hill, effective

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on the date and year as set forth above.

HALIFAX HUMANE SOCIETY, INC.

By: _____
Name: Pam Clayton
Title: Chief Executive Officer
Date: _____

ATTEST:

By: _____
Name: Christina Sutherin
Title: Chief Operating Officer
Date: _____

CITY OF HOLLY HILL

By: _____
Name: Joseph Forte
Title: City Manager
Date: _____

ATTEST:

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

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AGREEMENT FOR SERVICES BETWEEN
Halifax Humane Society, Inc.
AND
City of ~~Port Orange~~Holly Hill

This Services Agreement ("Agreement") is hereby entered into by and between the **Halifax Humane Society, Inc.**, a Florida non-profit corporation, with its principal address at 2364 LPGA Boulevard, Daytona Beach, Florida 32124 ("Humane Society"), and the **City of ~~Port Orange~~Holly Hill**, a Florida Municipal corporation. ("Impounding Agency").

WHEREAS, in order to enforce the ordinances of the Impounding Agency and the laws of the State of Florida, the Impounding Agency desires to deliver animals to the Humane Society for the humane impoundment and humane disposition of said animals; and

WHEREAS, the Humane Society is organized for the purpose, among others, of preventing cruelty to animals and is interested in assuring that impounded animals are sheltered in a humane manner and those which must be euthanized, be so euthanized in a humane manner.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and provisions herein contained, it is expressly agreed and understood as follows:

1. **TERM**: This Agreement will take effect on the 1st day of ~~October~~ February ~~2022~~2023, and will remain in full force and effect for an initial ~~twelve~~ eight (~~12~~8) month period ending on midnight ~~between September~~ December ~~30~~1, ~~2023 and October~~ January ~~1, 2024~~3 September 30, 2023. The parties shall have the option to ~~enter into extended contract negotiations if they so desire~~extend the Agreement for up to three (3) additional twelve (month) periods if agreed to by both parties in writing with a 10% increase annually of fees~~.~~

2. **ANIMAL SHELTER, RETURN TO FIELD, AND TRAP, NEUTER, AND RETURN**:

   (a) The Humane Society will maintain and operate an animal shelter ("Shelter") in a manner adequate for the confinement, remedial treatment, and, if necessary, disposal of stray dogs, cats, or other animals, which may be delivered to the Humane Society from within the jurisdictional limits of the Impounding Agency, and the Humane Society will furnish, at its sole expense, all supervision, labor, animal food, tools, supplies and other things necessary for the satisfactory performance of the services herein agreed to be provided. Remedial care will be provided for injured animals during operating hours when there is a staff veterinarian available, at the Humane Society's sole expense. The Shelter will be operated at 2364 West LPGA Blvd., Daytona Beach, Florida.

   (b) The Humane Society will provide means to accept all stray dogs and other domesticated animals delivered to the Shelter by the Impounding Agency's law enforcement personnel, Animal Control Officers, or other designated officers

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appointed by the Impounding Agency for this purpose. The Humane Society will provide alternative options of Return to Field (RTF) for unsterilized community cats following national animal welfare organization recommendations for the most humane practices with addressing cat overpopulation. The Humane Society will accept wild animals and livestock only if it has the ability and facilities to impound and control these animals, and the decision to accept or reject such animals will be solely within the discretion of the Humane Society. The Humane Society will require all persons who drop off injured or stray animals to the Shelter during the Shelter's normal operating hours to give their names, telephone number, current home and post office addresses (as verified by a government issued identification), and identify the place where the animals involved were located or picked up.

(c) When the Impounding Agency delivers an animal to the Shelter for impoundment and such animal bears information indicating ownership of the animal, the Impounding Agency representative shall use its best efforts to attempt to return the animal to its rightful owner, when safe for the animal to do so. The Impounding Agency representative shall also provide to Halifax all owner/guardian contact information gathered and documented attempts of contact for the owner/guardian. An administrative fee of $35 will be assessed for every animal found to have identification by means of collar with information, tag or microchip that the owner/guardian has not been attempted to contact and provided documentation of such. [JM1][C2][JM3]Regardless of the foregoing, any animal suspected of being infected with rabies or which has bitten or otherwise exposed any person to rabies, shall not be released to its owner until after such animal has been impounded for the required quarantine timeframe and the Volusia County Health Department, through its authorized representatives, has expressly approved, in writing, any such release.

(d) When a stray domestic animal is delivered to the Shelter and is not suspected of having rabies or has not bitten or otherwise exposed any person to rabies, the Humane Society will impound the animal at the Impounding Agency's expense for a period of three (3) calendar days (unless the cat is referred to the Return to Field (RTF) program as described below). There will be a 24-hour only holding period for dogs under 6 months of age when 2 or more are impounded together and no holding period for cats under the age of 6 months provided there is no owner identification. If the owner has not retrieved the animal within the designated holding period, the Humane Society will thereafter, at its own expense, provide for the adoption or humane disposal of the animal in accordance with its routine methods and procedures.

(e) When a stray cat is delivered to the Shelter and is not suspected of having rabies or has not bitten or otherwise exposed any person to rabies, the Humane Society will determine the eligibility of the animal for the RTF Program. After consultation with the Impounding Agency, the Humane Society will decide whether the cat will be

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referred for impoundment or RTF and notify the Impounding Agency. The Impounding Agency representative will expressly inform the Humane Society if a cat is brought in as part of the Trap, Neuter, and Return Program (TNR) or Return to Field (RTF). The Humane Society will only perform feline sterilization services for cats brought to the Humane Society by an Animal Control Officer (ACO) or other Impounding Agency designated representative upon request. Cats brought to the Humane Society by any other person will not be eligible for reimbursement by the Impounding Agency. Fees for this service are listed in 3(b) under RTF/TNR Cats. The Impounding Agency will only be responsible for services or procedures that are requested and expressly included in this agreement. The Impounding Agency will not pay for any other service or procedure. The RTF/TNR Program requires the following:

i. The Humane Society and the Impounding Agency shall mutually agree on the day(s) of the week that the Impounding Agency will bring cats to the designated Humane Society facility. Said schedule shall be subject to change by mutual agreement of the parties. The Impounding Agency shall at a minimum have one day reserved each week at a designated Humane Society facility to bring in cats for sterilization.

ii. Surgeries may be completed at either:

Halifax Humane Society 2364 West LPGA Boulevard Daytona Beach, FL 32124
Or
HHS Redinger Clinic 600 Mason Ave #150 Daytona Beach, FL 32117

Hereafter Humane Society shall refer to both the location on LPGA Blvd. and Mason Ave.

iii. All regular sterilizations are the same price for neuters and spays (males and females). Each surgery includes complimentary ear tipping, FVRCP and rabies vaccines, and anesthesia for a cost of $45. Ear tipping must be completed according to Alley Cat Allies recommendations by removing at least 3/8 of an inch from the top of the left ear.

iv. If the Impounding Agency presents a cat for sterilization and the Humane Society finds the cat has already been sterilized, the Humane Society will provide anesthesia, ear tipping, FVRCP and rabies vaccine at the normal sterilization surgery cost of $45.

v. The Humane Society recognizes that the Impounding agency may not have a licensed veterinarian on staff and would not have the ability to determine whether an animal should be euthanized. Therefore, upon presentation of a cat,

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the Humane Society, at its sole discretion, will determine if the cat is healthy enough to survive surgery and whether or not it should be euthanized. The cost for euthanasia is $45.

vi. All cats being returned to the Impounding Agency staff from the Humane Society will have their ear tipped as described above. No exceptions. If a cat is returned to the Impounding Agency staff without an ear tip, or with an ear tip of less than 3/8 of an inch from the top of the left ear, the Impounding Agency cat will be returned to the Humane Society for the procedure without any additional charge to the Impounding agency.

vii. No procedures other than those listed in this ~~document~~ Agreement will be paid for by the Impounding agency. The Impounding agency will only reimburse for procedures that have been documented and provided to the Impounding agency. The Humane Society must provide at least the following information in order to receive reimbursement for each cat:

- Invoice number
- Visit Date
- Billing Date
- Animal Name and/or Number
- Name and Address of Individual Dropping-Off (if other than ACO)
- ~~Name and Address of Colony Caregiver (if applicable)~~
- Services provided
- Cost for each service provided
- Total cost

viii. The Humane Society will combine and send all invoices to the Impounding Agency, monthly.

ix. Animal Control Officers will notify the Humane Society staff at the LPGA location whether a feline brought there is ~~part of the TNR program~~ [JM4][CS5] ~~or~~ not eligible for RTF due to being confiscated, seized or under quarantine.

x. The Humane Society will only release RTF cats to the Impounding Agency Animal Control Officer unless Impounding Agency provides permission for a 3rd party release in writing from an authorized representative of the Impounding Agency~~the agency's authority~~.

3. **BILLING & PAYMENT**:

(a) The Humane Society shall bill the Impounding Agency pursuant to Paragraph 3(b), as applicable, for:

(i) each dog or cat, domesticated animal, injured animal, deceased animal, livestock animal, wild animal, or quarantined/confiscated animal delivered to the Shelter

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by either the Impounding Agency's designated personnel, Law Enforcement, or Animal Control Officers; ~~-~~and

(ii) each stray dog or cat, domesticated animal, injured animal, deceased animal, livestock animal or wild animal emanating from within the jurisdictional limits of the Impounding Agency and delivered to the Shelter by a private citizen. Owner surrendered animals will only be accepted via Impounding Agency with prior Supervisor approval from ~~Halifax~~ Humane Society and fees for this service are listed in 3(b) under Owner Surrender – via ACO. Owner requested surrenders in the field should be referred to Halifax Humane Society directly~~; and~~ .

~~(iii) each dog or cat, domesticated animal, injured animal, or deceased animal picked up at the request of the Impounding Agency by the a member of the public within jurisdictional limits of the Impounding Agency.~~

(b) In consideration of the agreements and undertakings to be performed by the Humane Society, the Impounding Agency agrees to pay the following applicable fee(s) per animal to the Humane Society on a monthly basis, in arrears:

Type of Animal	**Fee**
Dog or cat (if the cat is not eligible for RTF/TNR program)	
Stray Sheltering (up to 3 days)	$120
Administrative Fee - failure to reunite/contact known owners	$35
Owner Surrender via Animal Control Officer	$120
Other small domesticated pets	$100
Livestock/Wildlife	$150
Wild animal - (Euthanasia)	$55.00
Deceased on arrival - (Disposal)	$25.00
Quarantined animal (*e.g.*, Rabies)	$100 fee plus $30 per additional day Quarantine period determined by Florida State Statute
Confiscated animals – Due to police custody, hospitalization, owner deceased, subject to eviction, or pending court case	$120 fee (includes up to 3 days of impoundment) $21 for each additional day of impoundment
Fees for RTF/TNR cats	
Sterilization Surgery Complimentary ear tipping, FVRCP, Rabies Vaccines	$45
Anesthesia Fee No surgery performed, ear tipping, FVRCP vaccine, rabies vaccine	$45
Euthanasia Veterinarian determined that patient cannot undergo surgery due to illness/disease	$45
Fees for Additional Services	Staff Support: $25.00 per hr.

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Forensic calls and staff assistance	Veterinarian Support: $125.00 per hr.

(c) Payment must be made to the Humane Society within forty-five (45) days of the date of a proper invoice, as required by the Florida Local Government Prompt Payment Act (Part VII, Chapter 218, Florida Statutes) (the "Prompt Payment Act"). As provided by the Prompt Payment Act, any payment that is not made by the Impounding agency within such time period shall bear interest from thirty (30) days after the due date at a rate of one percent (1%) per month on the unpaid balance until paid in full. If the Impounding agency has a dispute about a charge on its invoice, it must contact the Humane Society's Director of Administrative Services at 386-274-4703, extension 315, within ~~fifteen (15)~~ ~~forty-five (45)~~ [JM6][C7]~~d~~ 15 days~~ays~~ of the date of the invoice. Disputed balances shall not be considered overdue and shall not bear interest until said dispute has been resolved.

(d) The Humane Society will submit to the Impounding Agency, with its monthly invoice, a list of all pick up addresses of stray animals charged to the Impounding Agency account for animals that were not impounded by an Impounding Agency's designated personnel, the names and addresses of all persons claiming any stray animals that are dropped off at the Shelter during normal operating hours. After hours animal drop off not permitted.

(e) The Humane Society will use good faith efforts to try to collect from the animal's owner costs for which the Impounding Agency is otherwise liable hereunder. In the event an owner pays any fees or charges to reclaim its animal, the Impounding Agency shall be credited ~~half~~ [JM8][C9]the full amount ~~half~~any such fees or charges ~~are~~ paid. Humane Society staff is required to seek full payment of the fees by the animal owners without indicating that such payment is optional. Any time a fee is waived or reduced for an indigent animal owner, it must be authorized by a Humane Society Supervisor prior to the animal being released.

4. **RABIES QUARANTINE**: The Humane Society will provide space for the confinement, observation and care of any stray animal suspected of rabies, or any stray animal which has bitten or otherwise exposed any person to rabies for a period of the state determined time for quarantine and will accept, care for, and dispose of any such animal delivered to the Shelter. The Humane Society will notify the Volusia County Health Department of any rabies specimen animal that dies during the quarantine period, and will allow the Volusia County Health Department the opportunity to take custody of the remains of any such animal that becomes ill or dies while under confinement for such reasons. The Impounding Agency shall pay the applicable charges for quarantine service pursuant to Section 3(b) of this Agreement.

5. **CONFISCATED ANIMALS**: The Humane Society will agree to accept confiscated animals ~~as strays or accept said animals as "confiscated"~~ as strays or accept said animals as

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"confiscated"only when the provisions of Section 828.073, Florida Statutes are satisfied ~~(i.e., pursuant to a Court order after petition and hearing~~[JM10][C11]~~)~~ (i.e., pursuant to a Court order, after petition and hearing). The Impounding Agency shall be responsible for all charges and expenses incurred in confiscating an animal pursuant to § 828.073, Fla. Stat. The appropriate paperwork must be submitted by the ~~seizing agent~~Impounding Agency to the Humane Society within three (3) business days of impounding the confiscated animal~~, placing the Humane Society on notice of a pending petition~~. Failure to comply with this requirement will result in "confiscated" animals being deemed "stray" animals, at which point care of the animal will be charged to the Impounding Agency at the default "stray" rates provided in Section 3(b) of this Agreement. The Impounding Agency agrees to indemnify [JM12]the Humane Society for any and all claims that may arise as a result of the negligent act or omission of an employee of the Impounding Agency related to the decision to submit the animal as a stray~~, except that the cap on the amount and liability of the City of Port Orange~~Holly Hill~~ for indemnification or damages under this contract, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount expended by the City of Port Orange~~Holly Hill~~ for HHS services in the contract year in which the claim(s) arise(s).~~

6. **DANGEROUS DOG LAW**: Pursuant to Sections 767.12 and 767.13, Florida Statutes, it will be the sole responsibility of the Impounding Agency's animal control authority to determine whether a dog is dangerous and to submit to the Humane Society the necessary paperwork as required by the applicable statutes. If quarantine is necessary, a dog quarantined pursuant to ~~Sections 767.12 and 767.13~~Chapter 767, Part II~~,~~ of the Florida Statutes (the "Dangerous Dog Law"), may be quarantined for ten (10) business days at a bona fide boarding kennel or veterinarian's office of the ~~seizing agent's~~Impounding Agency's or owner's choice. Otherwise, the Humane Society will quarantine all dogs that the Impounding Agency animal control authority determines to be dangerous for a maximum of ten (10) business days. The Impounding Agency shall pay the applicable charges for such service pursuant to Section 3(b) of this Agreement. If the owner of the dog is unknown by the end of the quarantine period, the Impounding Agency may request that euthanasia be performed by the Humane Society when it is the Impounding Agency's belief that the dog poses a threat to public safety. The Impounding Agency agrees to indemnify the Humane Society for any and all claims that may arise as a result of the negligent act or omission of an employee of the Impounding Agency related to the decision to submit the animal under the Dangerous Dog Law~~, except that the cap on the amount and liability of the City of Port Orange~~Holly Hill~~ for indemnification or damages under this contract, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount expended by the City of Port Orange~~Holly Hill~~ for HHS services in the contract year in which the claim(s) arise(s).~~

7. **CONFISCATED ANIMALS - OWNER OF ANIMAL IS IN CUSTODY / DECEASED / HOSPITALIZED**: All animals whose owner(s) are in police custody, deceased or hospitalized may be placed in a bona fide boarding kennel or veterinary clinic at the owner's expense. The Humane Society will accept any such animals that are seized or taken by the Impounding Agency. The Impounding Agency agrees to provide next of kin, emergency contact or any other

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guardian available contact information to Halifax Humane Society within seven (7)[JM13][C14]3 3 days of impoundment. Failure to do so by the Impounding Agency will forfeit any hold on the animal other than the mandatory 3-day holding period for stray animals. The Impounding agency shall pay the applicable charges for such service (*i.e.*, "Confiscated Animal") pursuant to Section 3(b) of this Agreement. The Impounding Agency agrees to indemnify the Humane Society for any and all claims that may arise as a result of the negligent act or omission of an employee of the Impounding Agency's related to the decision to submit the animal as Confiscated/Owner of Animal in Custody/Deceased/Hospitalized, except that the cap on the amount and liability of the City of Port OrangeHolly Hill for indemnification or damages under this contract, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount expended by the City of Port OrangeHolly Hill for HHS services in the contract year in which the claim(s) arise(s).

8. **CONFISCATED ANIMALS DUE TO OWNER EVICTION**: Animals seized by the Impounding Agency as a result of an owner eviction will be held by the Humane Society for five (5) days. The Impounding Agency agrees to leave notice of impoundment at the eviction location listing the whereabouts and descriptions of the animal(s) confiscated. Impounding agency's representative will provide proof of such notice, inform of agency report or photograph of notice on the dwelling with address or writ of possession displayed. If not reclaimed by the owner, all charges accrued pursuant to Section 3(b) will be paid by the Impounding Agency.

If the Impounding Agency chooses not to have the Humane Society hold the animal for the entire reclamation period referenced above, the Impounding Agency may submit the animal to the Humane Society as a "stray," in which case the animal will be held for three (3) days prior to disposition. The Impounding Agency agrees to indemnify the Humane Society for any and all claims that may arise as a result of the negligent act or omission of an employee of the Impounding Agency's related to the decision to submit the animal as a "stray", except that the cap on the amount and liability of the City of Port OrangeHolly Hill for indemnification or damages under this contract, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount expended by the City of Port OrangeHolly Hill for HHS services in the contract year in which the claim(s) arise(s). The Impounding agency shall pay the applicable charges for such service pursuant to Section 3(b) of this Agreement[JM15].

9. **REMEDY IN THE EVENT OF BREACH**: In the event that the Impounding Agency fails to make timely payment to the Humane Society for services rendered pursuant to this Agreement, the Humane Society, in its sole discretion, may elect to terminate this Agreement and cease providing services to the Impounding Agency. If the Humane Society exercises this option, it will provide the Impounding Agency with thirty (30) days written notice of its decision to terminate the Agreement. The Impounding Agency will remain responsible for payment for all services rendered by the Humane Society prior to and during the thirty (30) day notice period. Upon expiration of the thirty (30) day notice period, the Humane Society will no longer provide any services to the Impounding Agency.

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10. **WAIVER OF BREACH**: The waiver by the Humane Society or the Impounding Agency of any breach or violation of this Agreement will not operate as or be construed to be a waiver of any subsequent breach of this Agreement.

11. TERMINATION FOR CONVENIENCE: The parties agree that the Impounding Agency may terminate this Agreement, or any services contracted for hereunder, either in whole or part, whenever the Impounding Agency shall determine that such termination is in the best interest of the Impounding Agency or if funds are not appropriated for the services provided hereunder. Said termination shall be noticed by letter to the Humane Society. Upon termination, no such services shall be provided by the Humane Society and Impounding Agency shall be responsible for payment for any services provided up to the date of termination as shown on a final invoice provided by Humane Society.

12. INSURANCE: Humane Society shall maintain insurance of sufficient amounts during the life of this Agreement. Humane Society shall provide to the Impounding Agency with a certificate of insurance endorsing the Impounding Agency as an additional named insured, upon request. All insurance coverages of the Humane Society shall be primary and non-contributory. All insurance coverages of the Humane Society shall not seek contribution from any other insurance or self-insurance available to the Impounding Agency.

Policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Insurer shall provide the Impounding Agency written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the Impounding Agency no later than 10 days after non-payment.

Minimum insurance coverages that must remain in place for the life of the Agreement are as follows:

Commercial General Liability:	Aggregate $2,000,000 / Each Occurrence $1,000,000
Automobile Liability:	$1,000,000
Umbrella Liability:	$1,000,000

Should at any time the Humane Society not maintain the insurance coverages required herein, the Impounding Agency may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Humane Society for such coverages purchased. The Impounding Agency shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the Impounding Agency to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Agreement.

1~~1~~3. **SOVEREIGN IMMUNITY:** The Impounding Agency expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with §768.28, Florida Statutes.

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Notwithstanding anything set forth in any section of the Agreement to the contrary, nothing in the Agreement shall be deemed as a waiver of immunity of limits of liability of the Impounding Agency beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the Impounding Agency for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the Impounding Agency, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

1~~2~~4. **PUBLIC RECORDS**: Pursuant to section 119.0701 (2)(a), Florida Statutes, the Impounding Agency is required to provide the Humane Society with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

IF THE HUMANE SOCIETY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE HUMANE SOCIETY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 506-5563, 1000 City Center Circle, ~~Port Orange~~Holly Hill, Florida 32129; Email: cityclerk@port-orange.org.

By entering into this Agreement, the Humane Society acknowledges and agrees that some records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Agreement are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any contractor entering into a contract for services with the Impounding Agency, including the Humane Society, is required to comply with the following with respect to the applicable public records:

a) Keep and maintain public records required by the Impounding Agency to perform the services and work provided pursuant to this Agreement.

b) Upon request from the Impounding Agency's custodian of public records, provide the Impounding 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 the contractor does not transfer the records to the Impounding Agency.

d) Upon completion of the contract, transfer, at no cost, to the Impounding Agency all public records in the possession of the contractor or keep and maintain public records required by the Impounding Agency to perform the service. If the contractor transfers

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all public records to the Impounding Agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Impounding Agency, upon request from the Impounding Agency's custodian of public records, in a format that is compatible with the information technology systems of the Impounding Agency.

e) Requests to inspect or copy public records relating to the Impounding Agency's contract for services must be made directly to the Impounding Agency. If contractor receives any such request, contractor shall instruct the requestor to contact the Impounding Agency. If the Impounding Agency does not possess the records requested, the Impounding Agency shall immediately notify the contractor of such request, and the contractor must provide the records to the Impounding Agency or otherwise allow the records to be inspected or copied within a reasonable time.

The Humane Society acknowledges that failure to provide the applicable public records to the Impounding Agency within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. The Humane Society further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the Impounding Agency. Humane Society shall indemnify, defend, and hold the Impounding Agency harmless for and against any and all claims, damage awards, and causes of action arising from Humane Society's failure to comply with the applicable public records disclosure requirements of section 119.07(1), Florida Statutes, or by Humane Society's failure to maintain any applicable public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Humane Society authorizes Impounding Agency to seek declaratory, injunctive, or other appropriate relief against Humane Society from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

135. **MEDIATION**: Any dispute arising from this Agreement, including, but not limited to, disputes over fees for services, will be mediated prior to a lawsuit being filed. Mediation will occur within sixty (60) days of written request by either party to mediate unless agreed to otherwise. The written request must be delivered in accordance with the provisions of Paragraph 19, below, of this Agreement. The cost of the mediator's fee will be borne equally by the parties.

146. **ATTORNEY'S FEES**: Both parties agree to bear the cost of their own attorneys' fees with respect to any disputes, lawsuits, or claims arising under this Agreement, except unless otherwise specifically allowed elsewhere in this Agreement or in the event of an action to recover amounts due under Part VII, Chapter 218, Florida Statutes, in which case, the court

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shall award court costs and reasonable attorney's fees, including fees incurred through appeal, to the prevailing party.

157. **GOVERNING LAW AND VENUE:** The parties further agree that this Agreement will be governed by the laws of the State of Florida and that venue for any and all suits arising out of or otherwise attributable to this Agreement will lie exclusively in the courts of Volusia County, Florida, unless the matter at issue is solely cognizable in federal court, in which case, venue shall be in the Middle District of Florida, Orlando Division.

168. **SEVERABILITY**: If any provision of this Agreement or any part of any provision of this Agreement is found to be invalid by a court of competent jurisdiction, such will not affect the validity of any other provision, or part thereof, of this Agreement.

179. **ENTIRE AGREEMENT**: This Agreement constitutes the entire and final understanding and agreement with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, promises, covenants, agreements, or representations concerning all matters directly or indirectly, collaterally related to the subject matter of this Agreement. This Agreement supersedes and replaces in the entirety the Agreement for Services dated _____. All other agreements or understandings made by and between the Impounding Agency and Humane Society prior to this Agreement are null and void.

1820. **AMENDMENTS**: This Agreement cannot be amended or modified except by writing executed by both of the parties hereto or their respective administrators, trustees, personal representatives, and successors.

1921. **NOTICES**: Any written notice required to be given under this Agreement is to be mailed by registered or certified mail, postage prepaid, to the party's business address or any other address designated for that purpose by written notice and sent to the attention of the Impounding AgencyCity Manager with respect to the Impounding Agency and to the attention of the CEO with respect to the Humane Society.

IN WITNESS WHEREOF, the Humane Society and the Impounding agency have executed this Agreement for Services between Halifax Humane Society Inc. and the City of Port OrangeHolly Hill, effective on the date and year as set forth above.

HALIFAX HUMANE SOCIETY, INC.	**CITY OF PORT ORANGEHOLLY HILL**
By: _____	By: _____
Name: Pam Clayton	Name: Donald O. BurnettJoseph Forte
Title: Chief Executive Officer	Title: MayorCity Manager
Date: _____	Date: _____

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ATTEST:

By: _____
Name: Christina Sutherin
Title: Chief Operating Officer
Date: _____

ATTEST:

By: _____
Name: ~~Wayne Clark~~Robin L. Fenwick, MMC
Title: City ~~Manager~~Clerk
Date: _____

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STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **January 10, 2023**
FROM: **Joseph Forte**
SUBJECT: **CRA Property Improvement Grant Application Update**
NUMBER: **(ID # 3998)**
APPLICANT:
PLANNER:

DISCUSSION:

In 2005 the Community Redevelopment Agency adopted a reimbursing property improvement grant program. In subsequent years, the program has been amended to include or exclude different elements of the program. For example, in past years landscaping was an eligible category then it was eliminated due to the planting not receiving proper maintenance. Now, landscaping is a requirement as a paving grant. Painting grants were also a separate grant funded through the CRA which are now included in the main grant application.

The attached application will replace the current Property Improvement Grant Application dated February 2021, and the Painting Grant (2021); it will eliminate the existing Painting Grant Application which, now is included in the Property Improvement Grant Application. The only other addition has been adding MURALS as a Grant category.

The grammatical and mechanical changes include consistency in format and form throughout, capitalization of key items, (i.e., Applicant, Application, City, etc.) verb-noun agreement and spelling corrections. Clarity for the end user has also been considered as of utmost importance.

Upon commission approval, staff will publish this application to the city's web site and begin using this format in 2023.

FISCAL ANALYSIS:

Budgetary impact will be determined on an annual basis as determined by the grant funds allocated as part of the adoption of the fiscal year budget. Most years the staff recommends approximately $100,000.00 for grants.

STAFF RECOMMENDATION:

Approve the Community Redevelopment Area Commercial Property Improvement Matching Grant Program (v. 2023).

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that

establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

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

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

MOTION:

APPROVE THE 2023 COMMUNITY REDEVELOPMENT AREA COMMERCIAL PROPERTY IMPROVEMENT MATCHING GRANT PROGRAM.

- CRA Prop Impr Grant Program Application Final Jaunary 10, 2023 (DOCX)

Attachment: CRA Prop Impr Grant Program Application Final Jaunary 10, 2023 (3998 : CRA Property Improvement Grant Application Update)

City of Holly Hill
Community Redevelopment Area
Property Improvement Matching Grant Program
Guidelines and Application
Revised January 2023

Please note that a Grant Application must be submitted and approved by the CRA Review Committee BEFORE work begins. The Applicant assumes all financial liabilities related to work that is completed prior to a ruling. Following a review of the Application, the Applicant will be sent an official correspondence by the CRA Grant Coordinator regarding the status of the Application. Each page of the Application, including this page, must be initialized.

The pictures below are representative of the type of transformation the Grants Program is designed for:



BEFORE



AFTER

_____initials

Attachment: CRA Prop Impr Grant Program Application Final Jaunary 10, 2023 (3998 : CRA Property Improvement Grant Application Update)

Purpose:
In 2007 the City of Holly Hill adopted a Community Redevelopment Master Plan which listed numerous goals and objectives for the area designated within the Community Redevelopment Area (CRA). Objective 5.2 of that Plan states that the City shall consider offering matching Grants to encourage investment throughout the CRA corridor. The Plan recommended the establishment of a 50% matching Grant for approved building and property improvements. This program specifically implements these objectives while incorporating other eligible costs such as landscaping, signage, building/façade improvements, demolition, awnings, painting, paving and murals.

The purpose of the CRA Property Improvement Matching Grant Program (Grant) is to encourage private investment which improves the appearance and functionality of existing properties in the CRA District (page 20, map attached). The program provides a 50% reimbursement of the total cumulative eligible project costs up to a maximum of $10,000 to pay for the design and implementation of improvements within the CRA District. Funds are appropriated annually in the CRA budget, and funding is available on a first-come-first-served basis. The program is subject to the availability of allocated funds in the CRA budget.

The Grant must support the goals of the CRA Master Plan. Applicants are required to follow the applicable design guidelines and policies in the City of Holly Hill CRA Master Plan.

Applicants are reminded that Grant awards are discretionary and should not be considered as entitlements. All Grant criteria contained herein are guidelines**,** not guarantees for awards and successful Applicants may receive any amount up to the maximum award. Should an Application meet all Grant criteria, a Grant may or may not be awarded at the discretion of the CRA Grant Coordinator due to funding limitations, competing Applications, and/or competing priorities.

Eligibility Requirements:
Grants are available to commercial and residential property owners that are located within the CRA District. Applicants must propose a permitted and conforming use within the CRA District. Applications will not be accepted from property owners who are delinquent on their property taxes or who may be involved in legal proceedings against the City. Additionally, Applicants must not have liens against the property.

Eligible Projects:
The Grant shall provide matching funds for the exterior (street side) improvements that are consistent with the CRA goals outlined in the CRA Master Plan. Funds may be used for the following types of improvements:

- Exterior Signage, including the removal of non-conforming signs
- Building/Façade Improvements, including awnings, shutters, doors and windows
- Demolition

_____initials

Attachment: CRA Prop Impr Grant Program Application Final Jaunary 10, 2023 (3998 : CRA Property Improvement Grant Application Update)

- Landscaping improvements **if** combined with Building/Façade Improvements or Signage Improvements; all Landscaping Grants must include irrigation
- Paving – Requires Landscaping Improvements, including an irrigation system
- Painting
- Murals

Non-eligible Improvements:
The Grant cannot be used to fund interior renovations, general maintenance, sweat equity or electrical work (except exterior lighting). Further, it may not be used to fund any improvement previously funded with a Grant within five (5) years, or anything else not listed as an eligible project.

Available Funding and Matching Requirement:
At the beginning of each fiscal year, the City of Holly Hill, through the CRA, shall allocate a portion of the Redevelopment Trust Funds for the Community Redevelopment Area Property Improvement Matching Grant Program as determined by the CRA Board. Proposed projects within the CRA District are eligible to receive a Grant reimbursement of 50% of eligible expenses up to a maximum amount of **$10,000** per property per fiscal year. Grant projects can include multiple improvements to an individual property within the same Grant Application. Painting and Mural Grants may receive a 50% reimbursement of eligible expenses up to a maximum amount of **$5,000**.

Application Process and Deadline:
Applications are accepted throughout the year, while funds last, and should be submitted to the CRA Grants Coordinator. Applications are reviewed and approved on a first-come-first-served basis with the funds appropriated on October 1 of each year.

(1) The Applicant may obtain The Community Redevelopment Area Property Improvement Matching Grant Program Application from the Grant Coordinator located at 1065 Ridgewood Avenue, Holly Hill, FL 32117, or may download one from the **www.hollyhillfl.org** website.

(2) The Applicant must fully complete the Application and submit it to the CRA Grant Coordinator for review and processing. The "application package" shall include the following (as applicable):

(a) Current photo(s) of project site
(b) Property Appraiser Parcel ID number and proof of paid property taxes
(c) Applicant Information
(d) Listing of businesses or services offered on site
(e) Description of proposed improvements
(f) Identification of project's support of the CRA Master Plan
(g) Copy of a Current Business Tax Receipt (if required)

_____initials

Attachment: CRA Prop Impr Grant Program Application Final Jaunary 10, 2023 (3998 : CRA Property Improvement Grant Application Update)

(h) Rendering or sketch of proposed improvements
(i) Photo of area to be improved
(j) Design drawings and/or site plan (if required)
(k) Documentation of cost estimates – copies of vendor bids (three bids required)
(l) Boundary Survey from Tax Appraiser's website
(m) Signature of Property Owner (Applicant)

(3) The Grant Coordinator will undertake the initial review of the Application and will determine if the Application is complete. If the Application is found incomplete, the Applicant will be given two weeks to complete and resubmit the Application.

(4) Once the Application is complete, the Grant Coordinator will schedule a full review by the CRA Grants Review Committee, to ensure compliance with the Grant Program Criteria. The CRA Grants Review Committee will forward a recommendation to the City Manager for final approval.

(5) An official correspondence from the Grants Coordinator will be delivered to the Applicant informing them of the approval or denial of the Application, and may include approval with conditions. If an Application is denied at any level of review, the Applicant may modify the existing Application or reapply at a later date.

PLEASE NOTE: THE APPLICANT IS RESPONSIBLE FOR OBTAINING ALL BUILDING AND RELATED PERMITS ASSOCIATED WITH THE PROPOSED PROJECT. ADDITIONALLY, THE APPLICANT IS RESPONSIBLE FOR ENSURING THAT THEIR CONTRACTOR HAS RECEIVED, AND PAID FOR ALL THE REQUIRED PERMITS FROM THE CITY OF HOLLY HILL PRIOR TO CONSTRUCTION. FOR INFORMATION REGARDING CITY PERMITS AND INSPECTIONS, PLEASE CONTACT THE CITY'S BUILDING AND ZONING DIVISION AT 386-248-9442.

THE CRA IS REQUIRED BY LAW TO FILE FORM 1099-G FOR INDIVIDUALS AND ENTITIES RECEIVING GRANT FUNDS FROM THE CITY/CRA. CRA GRANT RECIPIENTS MUST SIGN AND RETURN A SUBSTITUTE W9 FORM TO THE CRA BEFORE GRANT FUNDS CAN BE DISTRIBUTED.

(6) Upon completion of the improvements as approved, a final inspection and approval by the CRA is required, prior to the Applicant submitting a "reimbursement request package" which includes the following:

a. Completed reimbursement form (provided by the CRA Grant Coordinator);
b. Copies of applicable invoices or receipts;
c. Proof of payment for improvements; and
d. Photos of improvements (before and after).

_____initials

Attachment: CRA Prop Impr Grant Program Application Final Jaunary 10, 2023 (3998 : CRA Property Improvement Grant Application Update)

Applicants will receive Grant funding after the improvements are completed, inspected and all associated costs have been paid. It is the responsibility of the Applicant to maintain proper documentation of funds expended in the course of completing the project. Release of funds is subject to submission of this documentation to the CRA Grants Coordinator by the Applicant. The project must be completed essentially as presented to the CRA Grant Coordinator and approved by the CRA Grants Review Committee in order to receive payment/reimbursement. At approximately the midpoint of the project, the Applicant will give an update to the CRA Grants Coordinator on the progress of the project either in writing or in person. The CRA Grants Coordinator reserves the right to make on-site inspections throughout the course of the project.

- **Applicants have 45 days from the completion date of the project to file for reimbursement.**

Grant Applications will not be considered if a parcel of property has received Grant funds in the same category within a period of five (5) years.

The following selection criteria will be used to review Applications for the Grant Program. Criteria are derived from the goals and objectives of the adopted CRA Master Plan.

1. **Quality of Site Design and Materials**: Degree to which the proposed project promotes the adopted CRA Master Plan and promotes harmony with neighboring structures.

2. **Streetscape Aesthetics and Functionality**: Degree to which the proposed project enhances the streetscape of the CRA District, including the addition or enhancement of display windows, awnings, landscaping, exterior handicapped accessibility, painting, paving and architectural amenities.

3. **Increased Safety**: Degree to which the proposed project will promote safety by easily identifying the business for customers and emergency services.

4. **Removal of Slum and Blight**: Degree to which the proposed project eliminates substandard structures or eliminates non-conforming uses, slums and blight.

Disclaimer:
The City of Holly Hill, shall not be responsible for the planning, design, or construction of the project that is owned by the Applicant. No warranties or guarantees are expressed or implied by the description of, application for, or participation in the Community Redevelopment Area Property Improvement Matching Grant Program. The Applicant is advised to consult with licensed architects, engineers, or building contractors before proceeding with final plans or construction.

_____initials

CRA GRANT PROGRAM APPLICATION

Date: _____

Property Owner: _____

Corporate Name: _____

Property Address (Project Location):

_____

Phone: _____ Fax: _____

Contact Person: _____

E-mail: _____

What type of Grant(s) are you applying for?

Check all that apply.

☐ Signage ☐ Building/Façade ☐ Awning ☐ Demolition ☐ Landscaping ☐ Paving

☐ Mural ☐ Painting

Project and financial assistance requested:

Describe proposed improvement(s):

_____

_____

_____

_____

_____

Describe the proposed businesses or services offered on site:

_____

_____

_____

_____

_____

Please identify the ways in which this project supports the CRA Master Plan:

_____

_____

_____

_____

_____

_____

_____initials

Attachment: CRA Prop Impr Grant Program Application Final Jaunary 10, 2023 (3998 : CRA Property Improvement Grant Application Update)

Total Project Cost_____ Total Funding Request_____

COST ANALYSIS (List cost estimates of proposed improvements)

Improvement Category	Amount

Applicant must have this document notarized before submitting Application

_____initials

Attachment: CRA Prop Impr Grant Program Application Final Jaunary 10, 2023 (3998 : CRA Property Improvement Grant Application Update)

I, _____, attest that the information contained herein is correct to the best of my knowledge. I further understand that the Community Redevelopment Area Property Improvement Matching Grant Program benefits are contingent upon funding availability and approval, and are not to be construed as an entitlement or right of a property owner (Applicant). I further understand that I am responsible for providing construction documents and/or permits required for any work, and hold the City of Holly Hill and the CRA Grant Program harmless for any damages associated with this Application. Prior to reimbursement of project costs, the Applicant shall agree in writing, to maintain all improvements and not to alter the project for a period of five (5) years without approval from the City. Noncompliance may be subject to formal proceedings that could result in daily fines or liens against the property for the amount of the Grant. Routine maintenance (e.g. replacing same materials, repainting same color etc.) does not require City approval.

_____

Applicant

_____

Print Name

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, _____ (year), by _____, who is personally known to me or produced _____ as identification.

NOTARY PUBLIC
STATE OF FLORIDA

_____

Notary Signature

_____

Printed Name

Commission No.: _____

My Commission Expires: _____

_____initials

Attachment: CRA Prop Impr Grant Program Application Final Jaunary 10, 2023 (3998 : CRA Property Improvement Grant Application Update)

Attachment: CRA Prop Impr Grant Program Application Final Jaunary 10, 2023 (3998 : CRA Property Improvement Grant Application Update)

TYPES OF GRANTS

Signage

The purpose of the CRA Sign Replacement Reimbursement Grant Program is to encourage and assist property owners within the CRA to improve the aesthetics and appearance of their properties and to create a sense of continuity and design. Attractive and appealing images enhance the overall vitality and character of the City by adding beautification and visual features where previously lacking.

Funding Structure:
Eligible Applicants may receive awards of 50% of the total eligible project cost with no single Grant exceeding $10,000.

Criteria for Program:

- Removal of old signs, replacement of existing signs and obsolete sign poles, and the production and installation of new signage that is code compliant
- Plans, design and survey must be submitted for review
- Must meet all applicable ordinances, regulations and permitting requirements
- Project needs to be consistent with CRA Master Plan
- Must maintain its approved design for a minimum period of 5 years
- Color scheme should harmonize with surrounding structures
- All Grant Applications must be accompanied by three licensed contractor cost estimates
- Property owners **must not** have any liens; if liens exist they must be paid prior to City approval of a Grant Application
- Only one Sign Grant will be awarded per business

Ineligible Projects:

- Improvements/services rendered prior to Grant approval
- Improvements to an existing sign that does not meet code; nonconforming signs
- If a lien against the property exists or if the property or business owner has a lawsuit pending against the city no grant will be awarded
- Property damage that may be covered by or compensated through an Applicant's property insurance coverage
- Improvements funded by a previous Grant
- Anything not listed above as an eligible project

Building/Façade Improvements/Awnings

The purpose of the CRA Building/Façade/Awning Improvement Reimbursement Grant Program is to encourage and assist property owners within the CRA to improve the aesthetics and

_____initials

appearance of their properties and to create a sense of continuity and design impact. Attractive and appealing images enhance the overall vitality and character of the City by adding new beautification and visual features where previously lacking.

Funding Structure:

Eligible Applicants may receive awards of 50% of the total eligible project cost with no single Grant exceeding $10,000.

Criteria for Program:

- Building must be structurally sound based on City inspection
- Plans, design and survey must be submitted for review
- Must maintain its approved design for a minimum period of 5 years
- All Grant Applications must be accompanied by three cost estimates
- Must meet all applicable ordinances, regulations and permitting requirements
- Only one Façade Rehabilitation Grant will be awarded per business
- Property owners **must not** have any liens; if liens exist they must be paid prior to City approval of a Grant Application

Eligible Improvements:

- Exterior renovation including but not limited to, stucco, architectural details, replacing windows, door trims, porches, storefronts, and façade renovations
- Awnings/shutters, including the removal of old awnings/shutters and the purchase and installation of new awnings/shutters

Ineligible Improvements:

- Interior improvements
- Improvements/services rendered prior to Grant approval
- Paint of interior structure or exterior not related to façade improvements
- Electrical work
- General maintenance/sweat equity
- Improvements funded by a previous Grant
- If a lien against the property exists or if the property or business owner has a lawsuit pending against the city a Grant will not be awarded
- Anything not listed as an eligible project

_____initials

Attachment: CRA Prop Impr Grant Program Application Final Jaunary 10, 2023 (3998 : CRA Property Improvement Grant Application Update)

Attachment: CRA Prop Impr Grant Program Application Final Jaunary 10, 2023 (3998 : CRA Property Improvement Grant Application Update)

Demolition

Funding Structure:

Eligible Applicants may receive awards of 50% of the total eligible project cost with no single Grant exceeding $10,000.

The purpose of the CRA Demolition Reimbursement Grant Program is to assist property owners with the removal of unsafe and unattractive structures that may increase blight or slum conditions including unhealthy environments.

Criteria for Program:

- Plans and designs must be submitted for review
- All Grant Applications must be accompanied by three cost estimates
- Property owners **must not** have any liens; if liens exist they must be paid prior to City approval of a Grant Application
- Only one Demolition Grant will be awarded per property

Ineligible Improvements:

- Anything not listed as an eligible project
- Improvements/services rendered prior to Grant approval
- Improvements funded by a previous Grant
- If a lien against the property exists or if the property or business owner has a lawsuit pending against the city a Grant will not be awarded
- Only one Demolition Grant will be awarded per business

Landscaping/Hardscaping

Eligible Applicants may receive awards of 50% of the total eligible project cost with no single Grant exceeding $10,000.

Funding Structure:

Eligible Applicants may receive awards of 50% of the total eligible project cost with no single reimbursement Grant exceeding $10,000. Landscaping/hardscaping improvements must be combined with Building/Façade improvements, Signage improvements or Paving improvements and must include the installation of an irrigation system.

The purpose of the CRA Landscaping/Hardscaping Improvement Reimbursement Grant Program is to encourage and assist property owners within the Community Redevelopment Area to improve the aesthetics and appearance of their properties and to create a sense of continuity and design impact.

_____initials

Attachment: CRA Prop Impr Grant Program Application Final Jaunary 10, 2023 (3998 : CRA Property Improvement Grant Application Update)

Criteria for Program:

- Plans, designs and survey must be submitted for review and comply with City requirements
- Must maintain approved design for a minimum period of 5 years
- Must meet all applicable ordinances, regulations and permitting requirements
- All Grant Applications must be accompanied by three cost estimates
- Property owners **must not** have any liens; if liens exist they must be paid prior to City approval of a Grant Application
- Only one Landscaping Grant will be awarded per business

Eligible Improvements:

- Professional landscape designs and installation
- Replacement and addition of new plant materials
- All landscaping must adhere to the City's list of acceptable planting materials
- Installation of irrigation system
- Hardscape elements
- Decorative walls, planters, window boxes

Ineligible Improvements:

- General maintenance of existing landscaping
- If a lien against the property exists or if the property or business owner has a lawsuit pending against the city a Grant will not be awarded
- Improvements funded by a previous Grant
- Improvements not listed as eligible improvements
- Only one Landscaping Grant will be awarded per business

Paving:

Funding Structure:

Eligible Applicants may receive awards of 50% of the total eligible project cost with no single Grant exceeding $10,000. Paving improvements must include landscaping improvements.

The purpose of the CRA Paving Reimbursement Grant Program is to assist property owners in establishing and maintaining safe ingress and egress to commercial property that not only improves the aesthetic appeal of the property but affords drivers a sense of confidence in driving to those businesses.

Criteria for Program:

- Plans, designs and survey must be submitted for review
- Must maintain approved design for a minimum period of 5 years
- Must meet all applicable ordinances, regulations and permitting requirements

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- All Grant Applications must be accompanied by three cost estimates
- Property owners **must not** have any liens; if liens exist they must be paid prior to City approval of a Grant Application
- Only one Paving Grant will be awarded per business

Eligible Improvements:

- New pavement, unpaved property or repair of pavement i.e. pot holes, etc.

Ineligible Improvements:

- Routine maintenance of existing pavement will not be eligible
- If a lien against the property exists or if the property or business owner has a lawsuit pending against the city a Grant will not be awarded
- Improvements/services rendered prior to Grant approval
- Property damage, compensated through an Applicant's property insurance
- Improvements funded by a previous Grant
- Anything not listed as an eligible project

Painting

Funding Structure:

Eligible Applicants may receive awards of 50% of the total eligible project cost with no single Grant exceeding $5,000**.**

The purpose of the CRA Paint Reimbursement Grant Program is to encourage and assist residents and business owners within the CRA to improve the aesthetics and appearance of their properties and to create a sense of continuity along our premiere City corridors. Attractive and appealing properties enhance the overall economic vitality and character of the City.

About the Program:

The Grant Program is available to any commercial or residential property (single family or two-family homes) located within the CRA.

Eligible Applicants may receive a 50/50 matching Grant for the purchase of painting materials and supplies up to $5,000.

Grant funds are available for exterior building frontage visible to the traveling public. The Grant is for a one-time paint improvement only, with a single reimbursement payment. No Grant will be awarded for work that was initiated prior to the City's approval of a Grant application.

_____initials

Attachment: CRA Prop Impr Grant Program Application Final Jaunary 10, 2023 (3998 : CRA Property Improvement Grant Application Update)

Attachment: CRA Prop Impr Grant Program Application Final Jaunary 10, 2023 (3998 : CRA Property Improvement Grant Application Update)

How to Apply:

- Submit a completed Grant Application including a photo of the proposed project showing the relative size of the existing building/project area and its current condition.
- Property owners must submit an authorization letter for tenant applications.
- There may be no lien(s) against the property; no Grant will be awarded if the property or business owner has a lawsuit pending against the city.
- A Grant Application must include sample final paint color selections which must meet City approved architectural and color standards (pages 14-16).
- All painting contractors must adhere to the paint specifications guide (pages 14-16).
- A Grant Application must include three (3) written contractor proposals.
- All self-contracted work will be reimbursed for actual expenses only-excluding labor.
- Only one Painting Grant will be awarded per business.

ARCHITECTURAL AND COLOR STANDARDS

City of Holly Hill Code – Section 114-639. – Architectural styles/design standards

For all new construction, one of the following architectural styles must be followed in the design of the project; Mediterranean, Spanish, Florida Vernacular, or Contemporary. (Ord. No. 2721, & 1, 4-26-05)

Exterior Colors

The colors of walls, roofing, and accents such as trim and doors shall be coordinated to achieve a visually and aesthetically pleasing environment.

- Acceptable colors include light pastels, earth tones, and shades of brown, brown-taupe, sandy taupe, terra cotta, olive, sage and grey.

- No fluorescent or neon colors except that bright colors may be used as an accent color if covering no more than ten percent (10%) of the façade and with prior approval.

Painter Requirements:

- Must maintain a valid and current Business Tax Receipt in Volusia County
- Must carry Liability Insurance with not less than $500,000 in coverage
- Must carry Workers Compensation Insurance
- Must have been in business for a minimum of five (5) years

_____initials

Attachment: CRA Prop Impr Grant Program Application Final Jaunary 10, 2023 (3998 : CRA Property Improvement Grant Application Update)

- Must provide project references for work completed within the past two (2) years

Contract Requirements:

Proposed CRA Paint Reimbursement Grant projects on all residential and commercial properties must include (at a minimum):

- Pressure washing all areas prior to painting
- Caulking of exterior trim and removal of loose paint
- Priming of entire exterior surface prior to painting, primer to be latex primer/sealer or comparable equivalent to be approved by the City
- Painting of doors, window frames and all exterior trim
- Minimum of two (2) coats of mid-grade exterior paint or comparable equivalent to be approved by the City
- **Workmanship / Quality of Work:** The first coat of paint must be completely dry before the second coat of paint is applied.

Required Primer and Paint Brands:

Sherwin-Williams, Behr, Valspar and Benjamin Moore or comparable

- ✓ Valspar Reserve (Exterior)
- ✓ Valspar All Weather Exterior Primer
- ✓ Behr Premium Plus Ultra (Exterior)
- ✓ Behr Premium Plus Interior/Exterior Primer
- ✓ Sherwin-Williams A-100 Super Paint Exterior
- ✓ Sherwin-Williams Loxon Primer/Sealer (Concrete/Masonry)
- ✓ Sherwin-Williams Exterior Latex Wood Primer/A-100 Exterior Wood Primer
- ✓ Benjamin Moore Regal Select
- ✓ Benjamin Moore Fresh Start Primer

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Attachment: CRA Prop Impr Grant Program Application Final Jaunary 10, 2023 (3998 : CRA Property Improvement Grant Application Update)

Murals

Funding Structure:
Eligible Applicants may receive awards of 50% of the total eligible project cost with no single Grant exceeding $5,000**.**

- The purpose of the CRA Mural Reimbursement Grant Program is to encourage and assist business owners within the CRA to improve the aesthetics and appearance of their properties and to create a sense of continuity along our premiere City corridors. Attractive and appealing properties enhance the overall economic vitality and character of the City. There may be no lien(s) against the property; no Grant will be awarded if the property or business owner has a lawsuit pending against the city.

About the Program:
The Grant Program is available to any commercial property located within the CRA.

- Eligible Applicants may receive a 50/50 matching Grant for the purchase of painting materials and supplies up to $5,000. Grant funds are available for exterior building frontage visible to the traveling public. Only one Mural Grant will be awarded per business.

MURALS:

1. Murals, for purposes of this Grant, are defined as paintings, images, graphics, mosaics, frescos or other artwork attached or applied directly to the exterior of an exterior wall surface that are visible to passersby and which do not direct attention to organizations, businesses, products, commodities or services, or other similar interests or activities. Murals are public art, not billboards or signs, and reflect public or governmental speech. Murals may be proposed to the City without solicitation, or the City may engage in a Request for Proposals (RFP) or otherwise seek proposals for murals as works of art from artists or property owners.

2. Murals shall be evaluated by the Grant Committee based upon consideration of the following criteria and provisions:

   a) A mural must exhibit exceptional design, material, and application standards, while incorporating high-quality materials that will enhance the overall development and appearance of the site at which it is to be located.

   b) The materials used in developing a mural may consist of, but are not limited to, paint and other artistic mediums such as tile or mosaic, original digital images and low-relief sculpture. Paint utilized shall be intended for exterior use and of sufficient quality which will not corrode or compromise the integrity of the material to which it is applied.

_____initials

Attachment: CRA Prop Impr Grant Program Application Final Jaunary 10, 2023 (3998 : CRA Property Improvement Grant Application Update)

c) All materials used in the creation of a mural must be appropriate for outdoor location and climate, with special considerations for longevity or quality presentation during a planned period of display.

d) A mural's color scheme shall be complementary and harmonious with the exterior colors of the building or structure, and consistent with the chosen theme.

e) The design, location and scale of the mural shall be in keeping with and enhance the building on which the mural is to be located as well as the local environment.

f) Murals shall not cover or detract from architectural features. Eaves, cornices and other architectural features shall keep their character and remain painted to match the rest of similar architectural features on the building.

g) Murals shall not have an adverse effect on adjacent properties or facing properties.
h) A mural's overall features shall be designed to enhance the City's unique character and quality of life.

3. Murals generally should not cover doors or windows or other architectural elements of a building such as cornices and pilasters. A mural that has been applied to another surface to be hung on a building shall be installed in a manner which does not damage the building it is attached Murals hung on historic masonry structures shall attach via the mortar and not by drilling into the historic brick or attached by other method which has been demonstrated not to damage the masonry. Murals applied to another surface or otherwise attached to a structure shall require a sign permit.

4. Murals may be applied to a separate material designed for exterior applications upon City approval, but only if it is demonstrated to the City that such materials are removable without damage to the walls upon removal of the mural.

5. Each mural shall be an original work of art and all intellectual property rights issues shall be resolved.

6. The time frame for completion of the mural and the plan for unveiling once completed shall be included in the Application.

7. A mural shall be designed and installed under the supervision of a qualified artist/muralist or other qualified professional who has sufficient knowledge and experience in the design and execution of mural projects, as well as with the application of the selected medium. All mural proposals shall include the resume or statement of qualifications of the artist proposed to supervise the work.

_____initials

Attachment: CRA Prop Impr Grant Program Application Final Jaunary 10, 2023 (3998 : CRA Property Improvement Grant Application Update)

8. The Grant Committee shall make all decisions regarding acquisition of murals as public works of art for display within the City. The approval of the mural shall comply with the following:

Not Harmful to Minors.

a) The term "harmful to minors," with regard to mural content, means any description or representation, in whatever form, of nudity, sexual conduct or sexual excitement, when it:
   i. Predominately appeals to the prurient, shameful or morbid interest of minors in sex;
   ii. Is patently offensive to contemporary standards in the adult community as a whole with respect to what is suitable sexual material for minors; and
   iii. Taken as a whole, lacks serious literary, artistic, political or scientific value.
   iv. The term "harmful to minors" shall also include any non-erotic word or picture when it:
      i. Is patently offensive to contemporary standards in the adult community as a whole with respect to what is suitable for viewing by minors; and
      ii. Taken as a whole, lacks serious literary, artistic, political or scientific value.

b) City staff or the proposing artist may seek review of decisions by the Grant Committee by filing a Request for Review with the City Clerk within 10 days of the decision sought to be reviewed. The CRA Board shall review determinations in accordance with such processes and procedures as it deems appropriate.

9. A mural selected for installation by the City shall remain in place without alterations for a minimum period of five (5) years.

10. Murals may only be approved when submitted for review with an adequate and professionally prepared maintenance plan which shall be memorialized in an agreement in a form approved by the City Attorney.

11. Written consent from the property owner on which a mural is to be developed is required.

12. Should the property cease to be used by the original Applicant, the new property owner or tenant must apply to the City before removing, renovating or painting over the existing mural.

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How to Apply for a Mural Grant:

- Submit a completed Grant Application including a photo, drawing or sketch of the proposed mural showing the relative size of the existing building/project area and its current condition.
- Property owners must submit an authorization letter for tenant applications.
- Property owners **must not** have any liens; if liens exist they must be paid prior to City approval of a Grant Application; Additionally, no Grant will be awarded if the property or business owner has a lawsuit pending against the city.
- A Grant Application must include sample final paint colors selections which must meet City approved architectural and color standards (pages 14-16).
- All painting contractors must adhere to the paint specifications guide (pages 14-16).
- A Grant Application must include three (3) written contractor proposals.
- All self-contracted work will be reimbursed for actual expenses only-excluding labor, up to the maximum allowable Grant match.
- The local "Save The Arts" organization, or other similar organizations as suggested by the City, should be consulted with respect to design, style, paint types and supplies as well as for a list of professional muralists who are capable of creating the desired end product.

For more information about any of the City's Grants, please contact:

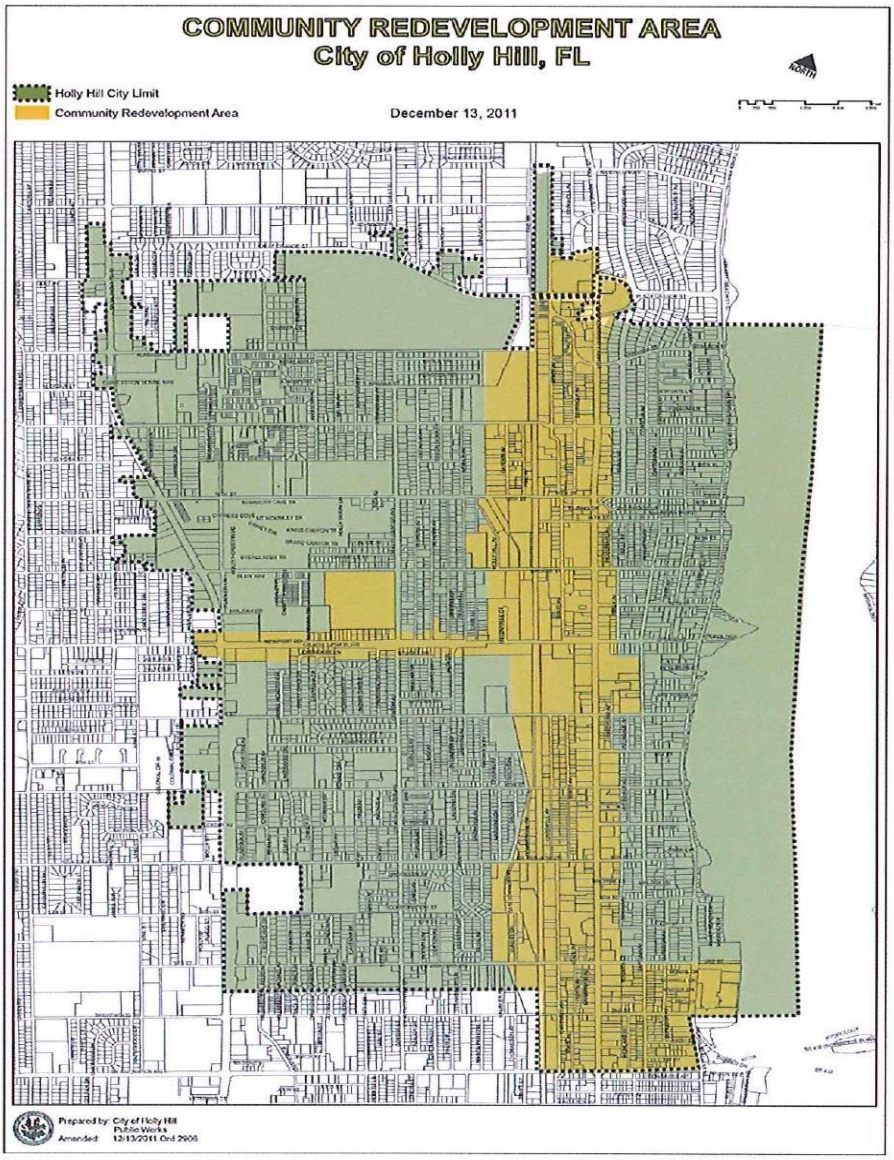
John S. Cox
CRA Grants Coordinator
386-248-9446 Office
704-490-0451 Cell
Jcox@HollyHillFl.org

_____initials

Attachment: CRA Prop Impr Grant Program Application Final Jaunary 10, 2023 (3998 : CRA Property Improvement Grant Application Update)

CRA District Boundary Map

Exhibit A – Community Redevelopment Area Map



_____initials

Attachment: CRA Prop Impr Grant Program Application Final Jaunary 10, 2023 (3998 : CRA Property Improvement Grant Application Update)

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **January 10, 2023**
FROM: **Valerie Manning**
SUBJECT: **A Resolution of the City of Holly Hill, Florida, Appointing Members to the Board of Planning and Appeals and Setting Forth the Term and Expiration Date for Said Members; and Providing for an Effective Date.**
NUMBER: **2023-R-4**
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill created a Board of Planning and Appeals for the purpose of hearing and deciding appeals in reference to Development Code Administration and to make recommendations to the City Commission in regards to ordinances, variance requests, zoning issues, the land development regulations, and to perform other related duties as defined by City Code in accordance with the Comprehensive Plan.

The Planning Board conducts public hearings as necessary for the drafting, establishment, and maintenance of the Comprehensive Plan and Land Development Code.

A board member must either be a resident of the city, either permanent or seasonal, or own a business located with the city limits, which means owning a majority (i.e. more than 50 percent) of the ownership interest of the business.

The current board members terms will expire February 1, 2023.

The current board members have submitted their applications to be considered to continue serving on the board: Michael M. Myer, Robin D. Hanger, Dennis Smith, Tony Cassata and Loretta Arthur.

The following individual has submitted her application for consideration to serve on the board: Lorraine Geiger.

Terms of appointed board members will serve two years. Terms will expire February 1, 2025.

FISCAL ANALYSIS:

There is no budgetary impact on the City. The item is neither an expenditure nor related to a revenue.

STAFF RECOMMENDATION:

Approve and insert the appointed names into the Resolution.

COMMISSION GOAL:

N/A

MOTION:

APPROVE AND INSERT THE APPOINTED NAMES INTO THE RESOLUTION APPOINTING MEMBERS TO THE BOARD OF PLANNING AND APPEALS AND SETTING FORTH THE TERM AND EXPIRATION DATE FOR SAID MEMBERS.

ATTACHMENTS:

- BOPA Board Application - Loretta Arthur (PDF)
- BOPA Board Application - Michael M. Myer (PDF)
- BOPA Board Application - Robin Hanger (PDF)
- BOPA Board Application - Tony Cassata (PDF)
- BOPA Board Application - Lorraine Geiger (PDF)
- BOPA Board Application - Dennis Smith (PDF)

Resolution No. 2023-4

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPOINTING MEMBERS TO THE BOARD OF PLANNING AND APPEALS AND SETTING FORTH THE TERM AND EXPIRATION DATE FOR SAID MEMBERS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPOINTING MEMBERS TO THE BOARD OF PLANNING AND APPEALS AND SETTING FORTH THE TERM AND EXPIRATION DATE FOR SAID MEMBERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill created a Board of Planning and Appeals for the purpose of hearing and deciding appeals in reference to Development Code Administration, and to make recommendations to the Commission in regards to variance requests, zoning issues, the land development regulations, and to perform other related duties as defined by City Code; and

WHEREAS, members of said board shall not be an elected City official or City employee; and

WHEREAS, members of said board shall either be a resident of the City or own a business within the City; and

WHEREAS, the terms of office for regular members of said board shall be two years.

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

SECTION 1. That the City Commission does hereby appoint the following individuals to the Board of Planning and Appeals:

<>	**Regular Member**	**Term Expires February 2025**
<>	**Regular Member**	**Term Expires February 2025**
<>	**Regular Member**	**Term Expires February 2025**
<>	**Regular Member**	**Term Expires February 2025**
<>	**Regular Member**	**Term Expires February 2025**

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

adoption.

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

Authentisign ID: 0A2B4B35-9771-ED11-ADE6-0050F2765AB1

HOLLY HILL
FLORIDA

ADVISORY BOARD APPOINTMENT APPLICATION FORM

PLEASE CHECK THE APPROPRIATE BOX(ES) OF INTEREST:

- ✓ Board of Planning & Appeals
- Police Pension Fund Board of Trustees
- Firefighters Pension Fund Board of Trustees

Name of Applicant: Loretta Arthur

Home Address: 946 Riverside Dr. Holly Hill, FL

Phone: 386-527-2230

E-Mail Address:Loretta.Arthur@gmail.com

Are you a registered voter within the City of Holly Hill? X Yes ☐ No

Is your primary residence in the City of Holly Hill? X Yes ☐ No If so, how long? _____

Do you own and/or manage a business or property in the City of Holly Hill? X Yes ☐ No If so, how long? ____

Are you employed in the City of Holly Hill?
NO

Business/Employer Name and Address: Black Pearl Real Estate, LLC

Business Phone:386-244-9311

Job Position / Occupation: Real Estate Broker

EDUCATION / EXPERIENCE

List all professional degrees, licenses and certificates: Licensed Real Estate Broker, Licensed Business Broker, Licensed Travel Agent, AA Degree, PHI THETA KAPPA, 15+ years managing a staff of 100+ and Creating a start up company and growing it to generate revenues over 9 million annually.

Select **ALL** areas of special knowledge or expertise applicable to the board opening you are applying for from the following list:

- Banking / Finance YES
- Business Development YES
- Building / Construction YES
- Promotion Marketing YES
- Real Estate / Development YES

Attachment: BOPA Board Application - Loretta Arthur (2023-R-4 : Board of Planning and Appeals - Appointments)

Authentisign ID: 0A2B4B35-9771-ED11-ADE6-0050F2765AB1

- Manufacturing / Industrial
- Industrial Training
- Landscaping
- Law / Contract Administration
- Operations of City Government
- Engineering
- Other

How does your knowledge, skills ability or expertise pertain to the board position you are applying for? Having a strong understanding of property rights, zoning and uses of properties benefits the property owner and the city bringing quality, clarity and understanding to the decision process of approving, analyzing and offering suggestions to projects proposed to the city.

Additional information Civic Activities, memberships, etc. HRYC, DBPR, BBF, and Several Club affiliations.

Why are you interested in serving on a City board? I believe it is the part of every citizen to give back to the community they live in.

Have you attended one or more meetings of the board you are applying for? X Yes □ No

Do you currently serve or have you ever served on a board in Holly Hill or any other government or private board?

X Yes □ No If so, which board?

How many years have you served on that board? 1

If this is a request for reappointment, how long have you served on this board?1

Other information you would like to provide:

PROFESSIONAL DRESS CODE POLICY

The City of Holly Hill expects board members to dress appropriately in business casual attire during all board meetings. Customers/Applicants make decisions about the quality of doing business with the City of Holly Hill and the services they receive based on their interaction with you as a board member.

Jeans, t-shirts, shirts without collars and footwear such as flip flops, sneakers, and sandals are NOT appropriate for business casual attire

I hereby acknowledge, in conjunction with the Board membership, that I understand the responsibilities and dress code policy associated with being a Board member and that I have adequate time to serve the City as a Board member. I will become familiar with and abide by the Florida Sunshine Law and I understand that all my comments as a Board member are a matter of public record. If applying for membership to a Pension Board or the Board of Planning and Appeals, I understand that I must file a *FORM 1 Statement of Financial Interest* disclosure each year and that filing late may result in a fine. My board application will be kept on file with the City Clerk for a period of two years from the date of submission.

Attachment: BOPA Board Application - Loretta Arthur (2023-R-4 : Board of Planning and Appeals - Appointments)

Authentisign ID: 0A2B4B35-9771-ED11-ADE6-0050F2765AB1

Date: 12/1/2022 Signature: AuthentiSIGN Loretta Arthur 12/01/22

REVISED – October 2020

RECEIVED
12/1/2022
VM
12:00 pm

Attachment: BOPA Board Application - Loretta Arthur (2023-R-4 : Board of Planning and Appeals - Appointments)

HOLLY HILL
FLORIDA

ADVISORY BOARD APPOINTMENT APPLICATION FORM

PLEASE CHECK THE APPROPRIATE BOX(ES) OF INTEREST:

Board of Planning & Appeals X

Firefighters Pension Fund Board of Trustees
Police Pension Fund Board of Trustees

Name of Applicant: Michael M. Myer

Home Address: 1702 Buena Vista Avenu e

Phone: 386 255-6304

E-Mail Address: mmyer4006@gmail.com

Are you a registered voter within the City of Holly Hill? X Yes ☐ No

Is your primary residence in the City of Holly Hill? X Yes ☐ No If so, how long? 40 years

Do you own and/or manage a business or property in the City of Holly Hill? X Yes ☐ No If so, how long? 37 years

Are you employed in the City of Holly Hill? Yes

Business/Employer Name and Address: Myer Land Surveying, Inc

Business Phone: 386 255-6304

Job Position / Occupation: President/Professional Surveyor and Mapper

EDUCATION / EXPERIENCE

List all professional degrees, licenses and certificates:
Licensed land Surveyor, Bachelor of Land Surveying, College of Engineering, University of Florida

Select ALL areas of special knowledge or expertise applicable to the board opening you are applying for from the following list:

Banking / Finance
Business Development
Building / Construction X
Promotion Marketing
Real Estate /Development
X Manufacturing /
Industrial Industrial
Training Landscaping
Law / Contract Administration
Operations of City Government
Engineering/Surveying X
Other: Expertise in Land Development Code, Zoning, Planning and Permitting

Attachment: BOPA Board Application - Michael M. Myer (2023-R-4 : Board of Planning and Appeals - Appointments)

How does your knowledge, skills ability or expertise pertain to the board position you are applying for?

The BOPA is a perfect fit for my skills, education and expertise

Additional information Civic Activities, memberships, etc.
Member of the BOPA for a long time

Why are you interested in serving on a City board?
Because I love my City and I enjoy giving back something to my hometown.

Have you attended one or more meetings of the board you are applying for? X Yes ☐ No

Do you currently serve or have you ever served on a board in Holly Hill or any other government or private board?

X Yes ☐ No If so, which board? BOPA

How many years have you served on that board? I don't know, 15 or 20 years

If this is a request for reappointment, how long have you served on this board? I don't know, 15 or 20 years

Other information you would like to provide:

PROFESSIONAL DRESS CODE POLICY

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Date: 12-1-2022 Signature: Michael M. Myer

RECEIVED
12/1/2022
VM
12:25PM

REVISED – October 2020

Attachment: BOPA Board Application - Michael M. Myer (2023-R-4 : Board of Planning and Appeals - Appointments)

HOLLY HILL
FLORIDA

ADVISORY BOARD APPOINTMENT APPLICATION FORM

PLEASE CHECK THE APPROPRIATE BOX(ES) OF INTEREST:

☑ Board of Planning & Appeals

Firefighters Pension Fund Board of Trustees
Police Pension Fund Board of Trustees

Name of Applicant: ROBIN HANGER

Home Address: 929 STATE AVE Holly Hill FL 32117

Phone: 386 566 1505

E-Mail Address: ROBIN @ BESTPRICE TRAILERS.COM

Are you a registered voter within the City of Holly Hill? ☒ Yes ☐ No

Is your primary residence in the City of Holly Hill? ☒ Yes ☐ No If so, how long? _____

Do you own and/or manage a business or property in the City of Holly Hill? ☒ Yes ☐ No If so, how long? 28+ YEARS

Are you employed in the City of Holly Hill? Yes

Business/Employer Name and Address: THE CAR SHOP & The CAR Shop TRAILER SALES

Business Phone: 386 277 1348

Job Position / Occupation: OWNER

EDUCATION / EXPERIENCE

List all professional degrees, licenses and certificates:

Dept OF Motor Vehicle License
Automotive BUSINESS license MV

Select ALL areas of special knowledge or expertise applicable to the board opening you are applying for from the following list:

- Banking / Finance
- ✓ Business Development
- ✓ Building / Construction
- ✓ Promotion Marketing
- ✓ Real Estate / Development
- ✓ Manufacturing / Industrial
- Industrial Training
- ✓ Landscaping
- Law / Contract Administration
- ✓ Operations of City Government
- Engineering
- Other

Attachment: BOPA Board Application - Robin Hanger (2023-R-4 : Board of Planning and Appeals - Appointments)

How does your knowledge, skills ability or expertise pertain to the board position you are applying for?

Development of the city Holly Hill
& CURRENT BOARD MEMBER BOPO

Additional information Civic Activities, memberships, etc.

City of Holly Hill PLANNING BOARD

Why are you interested in serving on a City board? I live in Holly Hill & my businesses are in Holly Hill + Real estate investment properties are in Holly Hill. I am interested in the Growth of Holly Hill & presentation for new comers & future growth.

Have you attended one or more meetings of the board you are applying for? ☐ Yes ☐ No

Do you currently serve or have you ever served on a board in Holly Hill or any other government or private board?

☒ Yes ☐ No If so, which board? BOPA

How many years have you served on that board? 3 yr

If this is a request for reappointment, how long have you served on this board? Yes 3 yr

Other information you would like to provide:

Born in Daytona in Holly Hill

PROFESSIONAL DRESS CODE POLICY

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Date: December 1 2022 Signature: Robin D Hanger

REVISED – October 2020

RECEIVED
12/1/22
VM
10:45 AM

Attachment: BOPA Board Application - Robin Hanger (2023-R-4 : Board of Planning and Appeals - Appointments)

HOLLY HILL
FLORIDA

ADVISORY BOARD APPOINTMENT APPLICATION FORM

PLEASE CHECK THE APPROPRIATE BOX(ES) OF INTEREST:

- [X] Board of Planning & Appeals
- [ ] Firefighters Pension Fund Board of Trustees
- [ ] Police Pension Fund Board of Trustees

Name of Applicant: TONY CASSATA

Home Address: 7 Echowood Way

Phone: 386 405 6602

E-Mail Address: TonyC@BSRGAMES.com

Are you a registered voter within the City of Holly Hill? ☐ Yes ☑ No

Is your primary residence in the City of Holly Hill? ☐ Yes ☑ No If so, how long? _____

Do you own and/or manage a business or property in the City of Holly Hill? ☑ Yes ☐ No If so, how long? _____

Are you employed in the City of Holly Hill? YES

Business/Employer Name and Address: Bob's Space Racers

Business Phone: 386 677 0761

Job Position / Occupation: Operations Mgr.

EDUCATION / EXPERIENCE

List all professional degrees, licenses and certificates: _____

Select **ALL** areas of special knowledge or expertise applicable to the board opening you are applying for from the following list:

- [ ] Banking / Finance
- [x] Business Development
- [ ] Building / Construction
- [x] Promotion Marketing
- [ ] Real Estate / Development
- [x] Manufacturing / Industrial
- [ ] Industrial Training
- [ ] Landscaping
- [ ] Law / Contract Administration
- [ ] Operations of City Government
- [ ] Engineering
- [ ] Other

Attachment: BOPA Board Application - Tony Cassata (2023-R-4 : Board of Planning and Appeals - Appointments)

How does your knowledge, skills ability or expertise pertain to the board position you are applying for?

Additional information Civic Activities, memberships, etc. _____

Why are you interested in serving on a City board? YES

Have you attended one or more meetings of the board you are applying for? ☑ Yes ☐ No

Do you currently serve or have you ever served on a board in Holly Hill or any other government or private board?

☑ Yes ☐ No If so, which board?

How many years have you served on that board? _____

If this is a request for reapointment, how long have you served on this board? 4 ??

Other information you would like to provide:

PROFESSIONAL DRESS CODE POLICY

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Date: 11/28/22 Signature: Tony Cassata

REVISED – October 2020

RECEIVED
12/1/2022
VM
10:00 AM

Attachment: BOPA Board Application - Tony Cassata (2023-R-4 : Board of Planning and Appeals - Appointments)

HOLLY HILL
FLORIDA

ADVISORY BOARD APPOINTMENT APPLICATION FORM

PLEASE CHECK THE APPROPRIATE BOX(ES) OF INTEREST:

Board of Planning & Appeals X

Firefighters Pension Fund Board of Trustees
Police Pension Fund Board of Trustees

Name of Applicant: Lorraine Geiger

Home Address: 241 Riverside Drive # 202 Holly Hill Fl. 32117

Phone: 386 405 1225

E-Mail Address: Lorrg9@gmail.com

Are you a registered voter within the City of Holly Hill? x Yes ☐ No

Is your primary residence in the City of Holly Hill? x Yes ☐ No If so, how long? 1 year plus

Do you own and/or manage a business or property in the City of Holly Hill? ☐ Yes x No If so, how long? _____

Are you employed in the City of Holly Hill?
No

Business/Employer Name and Address: Retired

Business Phone: _____

Job Position / Occupation: _____

EDUCATION / EXPERIENCE

List all professional degrees, licenses and certificates: Associates Degree, Industrial Electronics, Procter & Gamble, Honeywell, Industrial Automated Controls Division.

_____

_____

Select **ALL** areas of special knowledge or expertise applicable to the board opening you are applying for from the following list:

Banking / Finance
Business Development
Building / Construction x
Promotion Marketing
Real Estate / Development
Manufacturing / Industrial x
Industrial Training x
Landscaping
Law / Contract Administration
Operations of City Government x
Engineering x
Other

Attachment: BOPA Board Application - Lorraine Geiger (2023-R-4 : Board of Planning and Appeals - Appointments)

How does your knowledge, skills ability or expertise pertain to the board position you are applying for?
My experience as a City Commissioner in Daytona Beach Shores. My past career in Engineering and my husband was a builder for many years in Ohio

Additional information Civic Activities, memberships, etc:. I volunteer at Halifax Hospital. I am a Symphony Society Board Member..I also volunteer at the News Journal Center and the Peabody Auditorium.

Why are you interested in serving on a City board?

My past experience and involvement with City Government.

Have you attended one or more meetings of the board you are applying for? ☐ Yes X No

Do you currently serve or have you ever served on a board in Holly Hill or any other government or private board?

X Yes ☐ No If so, which board?

Culture & Entertainment Board Chairman for many years. 10 years

Townhomes at the Oceans HOA President 10 years

How many years have you served on that board? _____

If this is a request for reappointment, how long have you served on this board? _____

Other information you would like to provide:
We lived in Daytona Beach Shores for 25 years so I am somewhat familiar with the area but want to learn more and be involved with the Holly Hill area.

PROFESSIONAL DRESS CODE POLICY

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Date: November 26, 2022 Signature: Lorraine Geiger

RECEIVED
11/28/2022
VM
9:32 AM

REVISED – October 2020

Attachment: BOPA Board Application - Lorraine Geiger (2023-R-4 : Board of Planning and Appeals - Appointments)

HOLLY HILL
FLORIDA

ADVISORY BOARD APPOINTMENT APPLICATION FORM

PLEASE CHECK THE APPROPRIATE BOX(ES) OF INTEREST:

- [x] Board of Planning & Appeals
- [ ] Firefighters Pension Fund Board of Trustees
- [ ] Police Pension Fund Board of Trustees

Name of Applicant: Dennis Smith

Home Address: 107 7th St. Holly Hill FL 32117

Phone: 845.499.4075

E-Mail Address: dsfdny@hotmail.com

Are you a registered voter within the City of Holly Hill? [x] Yes [ ] No

Is your primary residence in the City of Holly Hill? [x] Yes [ ] No If so, how long? 5 yrs

Do you own and/or manage a business or property in the City of Holly Hill? [x] Yes [ ] No If so, how long? 6 yrs

Are you employed in the City of Holly Hill? No

Business/Employer Name and Address: self MightyMite Construction

Business Phone: 732.540.2815

Job Position / Occupation: owner

EDUCATION / EXPERIENCE

List all professional degrees, licenses and certificates: Certified Florida State Residential & Building Contractor

Select **ALL** areas of special knowledge or expertise applicable to the board opening you are applying for from the following list:

- [ ] Banking / Finance
- [ ] Business Development
- [x] Building / Construction
- [ ] Promotion Marketing
- [ ] Real Estate / Development
- [ ] Manufacturing / Industrial
- [ ] Industrial Training
- [x] Landscaping
- [ ] Law / Contract Administration
- [x] Operations of City Government
- [ ] Engineering
- [ ] Other

Attachment: BOPA Board Application - Dennis Smith (2023-R-4 : Board of Planning and Appeals - Appointments)

How does your knowledge, skills ability or expertise pertain to the board position you are applying for?
My extensive knowledge & experience are a perfect fit for this board

Additional information Civic Activities, memberships, etc. have been a member for BOPA for several years

Why are you interested in serving on a City board? I am concerned about & love this city & want to be involved

Have you attended one or more meetings of the board you are applying for? ☒ Yes ☐ No

Do you currently serve or have you ever served on a board in Holly Hill or any other government or private board?

☒ Yes ☐ No If so, which board?
BOPA

How many years have you served on that board? 4

If this is a request for reappointment, how long have you served on this board? 4

Other information you would like to provide:

PROFESSIONAL DRESS CODE POLICY

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Date: 12/1/22 Signature: [signature]

REVISED – October 2020

RECEIVED
12/6/2022
VM
8:00 AM

Attachment: BOPA Board Application - Dennis Smith (2023-R-4 : Board of Planning and Appeals - Appointments)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **January 10, 2023**
FROM: **Joseph Forte**
SUBJECT: **Request for a Lien Reduction - 322 Ridgewood Avenue**
NUMBER: **(ID # 3986)**
APPLICANT:
PLANNER:

DISCUSSION:

The entire code enforcement file can be found in the Code Enforcement office upon request.

The property located at 322 Ridgewood Ave. Holly Hill, FL 32117, Parcel ID# 4533710010100 (Property) has been in a state of disrepair and neglect since February 3, 2022. Code enforcement sent notice of violations to the property owner who after not bringing the property into compliance attended a hearing with the Special master on April 14, 2022.

The Special Master's Find of Facts and Conclusion of law resulted in an order of non-compliance with four confirmed violations.
114-33(2) Zoning
26-61(2)Trash and Debris
114-811(a)(b) Inoperative vehicle and scrap
IPMC 302.3 Sidewalk and Driveway disrepair

All of the violations were brought into compliance and inspected by the code officer on July 1, 2022. The property is currently listed for sale.

The City is willing to reduce the lien to Buyer to an amount not to exceed **$1,346.98** and file a release of lien after payment is made to the City of Holly Hill.

The City Manager negotiated with the owner of the property for an agreed upon reduced payment of **$1,346.98** to release the lien.

Direct expenses to the City include:

Finance Dept.	$15.00 + 35% x1	=$ 20.25
Code Enforcement	$20.48 +35% x 6	=$ 165.88
Planning Director	$52.48+ 35% x1	=$ 70.85
Total Admin Cost		**= $256.98**

Original Special Master Fines	$250.00 X 1	= $250.00
Filing Fee		$10.00
Release of lien fee		$10.00
Administrator fees		**$270.00**
TOTAL fees		**$526.98**
Plus 10% of original lien		$820.00
Total lien payoff		**$1,346.98**

FISCAL ANALYSIS:

City will receive payment for administrative and direct costs in the amount of **$1,346.98.**

STAFF RECOMMENDATION:

Reduce the lien from $8,200.00 to the amount of **$1,346.98**. The City shall not release the lien amount until payment has been received in the amount of **$1,346.98.** If payment is not received by 5:00 PM on February 14, 2023 the full amount of the lien shall remain in place without an option to reduce the lien in the future and the City of Holly Hill will pursue foreclosure for the full amount.

COMMISSION GOAL:

N/A

MOTION:

To reduce the lien to an administrative fee in the amount of **$1,346.98** payable no later than 5:00 PM on February 14, 2023. Failure to pay the lien by this date and time will cause the entire lien to remain upon the property and be subject to foreclosure.

- 322 Ridgewood Ave Lien Reduction Request (PDF)

Lien Reduction Request Information Sheet

Property Address: 322 Ridgewood Ave Date Prepared: 12/5/2022

Owner of Property: Robert & Loretta Weber

Date of Notice of Violation: 3/21/2022

Violations:

1. Zoning - 114-33(2) Date of Compliance 7/1/22 Exhibit A
2. Trash & Debris - 26-61(2) Date of Compliance 7/1/22 Exhibit A
3. Sidewalk & Driveways - IPMC 302.3 Date of Compliance 7/1/22 Exhibit A
4. Inop. Veh. - Scrap - 114-811(a)(b) Date of Compliance 7/1/22 Exhibit A
5. _____ Date of Compliance _____ Exhibit _____
6. _____ Date of Compliance _____ Exhibit _____

Date of Special Master Hearing: 4/14/2022 Daily Fines Start Date: 5/21/2022

Daily Fines of $ 200.00 for 41 days equals 8,200 Dollars

Daily Fines of $ _____ for _____ days equals _____ Dollars

Notes if Applicable:

_____

_____

Fiscal Analysis:

_____ Grass Cutting

250.00 Special Master Administrative Fine(s)

$8,200.00 Daily Accumulated Fines

10.00 Filing Fees for Liens

_____ Finance Department Cost (Amount of Staff Hours: _____)

_____ Code Enforcement Cost (Amount of Staff Hours: 6) +1 Joe +1 Brian

10.00 Lien Release Fees

_____ Other: _____

_____ Subtotal

_____ Interest

_____ TOTAL

Attachment: 322 Ridgewood Ave Lien Reduction Request (3986 : Request for a Lien Reduction - 322 Ridgewood Avenue)

If you received property damage during Hurricane Nicole, please submit a report online by clicking here.

VOLUSIA COUNTY PROPERTY APPRAISER
LARRY BARTLETT, JD, CFA
WE VALUE VOLUSIA

Select Language

Home / Parcel Summary for 3471342

Summary | Tax Estimate | Permits | Map | Pictometry | Print

Alternate Key:	3471342
Parcel ID:	533710010100
Township-Range-Section:	15 - 33 - 37
Subdivision-Block-Lot:	10 - 01 - 0100
Physical Address:	322 RIDGEWOOD AVE, HOLLY HILL 32117
Business Name:	
Owner(s):	WEBER ROBERT JOSEPH - JT - Joint Tenancy with Right of Survivorship - 100% WEBER LORETTA ROSE - JT - Joint Tenancy with Right of Survivorship - 100%
Mailing Address On File:	1518 OLD KINGS RD HOLLY HILL FL 32117 *Update Mailing Address*
Building Count:	1
Neighborhood:	7254 - HOLLY HILL - RIDGEWOOD (HWY 1) *Neighborhood Sales*
Subdivision Name:	
Property Use:	1100 - STORES 1 STORY
Tax District:	203-HOLLY HILL
2022 Final Millage Rate:	18.7895
Homestead Property:	No - *Apply for Homestead Online*
Agriculture Classification:	No - *Additional Information*
Short Description:	37-15-33 LOT 10 & S 10.5 FT OF LOT 11 EXC PART IN US HWY NO 1 BLK A RIDGEWOOD TERRACE MB 6 PG 161 MB 14 PG 85 PER OR 547 2 PG 0985 PER OR 8166 PG 1441 PER OR 8166 PG 1443



Values & Exemptions
Land & Buildings | Sales | Legal
Property Tax Bill

Attachment: 322 Ridgewood Ave Lien Reduction Request (3986 : Request for a Lien Reduction - 322 Ridgewood Avenue)

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description and/or recorded and indexed with the Clerk of the Court. Follow this link to search all documents by owner's name.

Book/Page	Instrument No.	Sale Date	Deed Type	Qualified/Unqualified	Vacant/Improved	Sale Price
8166 / 1443	2021290335	12/01/2021	WD-WARRANTY DEED	MULTI-PARCEL	IMPROVED	$275,000
8166 / 1441	2021290333	09/03/2016	DC-DEATH CERTIFICATE	MULTI-PARCEL	IMPROVED	$100
5472 / 0985	2005007447	01/05/2005	WD-WARRANTY DEED	UNQUALIFIED	IMPROVED	$177,500
4562 / 3106	2000106858	06/15/2000	WD-WARRANTY DEED	UNQUALIFIED	IMPROVED	$85,000
4336 / 0527	1998149885	08/15/1998	WD-WARRANTY DEED	UNQUALIFIED	IMPROVED	$75,800
2833 / 1796		05/15/1986	CD-COUNTY DEED	UNQUALIFIED	VACANT	$1,100
1387 / 0601		02/15/1972	WD-WARRANTY DEED	UNQUALIFIED	IMPROVED	$20,000

Home / Parcel Summary for 3471342

Volusia County Property Appraiser
Larry Bartlett, JD, CFA
We Value Volusia

123 W. Indiana Ave. Room 102
DeLand, FL 32720
(386) 736-5901

from 7:30 a.m. to 5:00 p.m
Monday through Friday

Attachment: 322 Ridgewood Ave Lien Reduction Request (3986 : Request for a Lien Reduction - 322 Ridgewood Avenue)

MEMORANDUM

DATE: DECEMBER 05, 2022

TO: CITY MANAGER

THROUGH: CODE ENFORCEMENT

FROM: CODE ENFORCEMENT

RE: CASE # 22-00000861 CEB
REQUEST FOR REDUCTION OF LIEN

Please find attached the Request for Reduction of Lien for your review, as well as a copy of the history of the case. The lien totals **$8,470.00** in this case.

Staff feels this application meets the requirements to proceed with the Request for Reduction of Lien.

Please review the information and issue a determination of approval or denial on this form. Pursuant to Administrative Code Section 3.20, your decision regarding approval or denial shall be based on whether the request fails any one of the established guidelines listed below:

(1) If a property owner has purchased property on which a lien was recorded, a waiver or reduction on lien shall not be granted, in such cases, the lien should have been considered in reaching a purchase price.

☐ FAILS
☒ DOES NOT FAIL

(2) If the title insurance policy is issued upon the purchase of the property and the title insurance failed to identify or consider the lien, a waiver or reduction in lien shall not be granted. In such cases, the lien should have been discovered by the title insurer and providing a reduction of waiver would place the County in the position of indemnifying the title insurer against its losses, which losses should be reflected in premium charges.

☐ FAILS
☒ DOES NOT FAIL

Attachment: 322 Ridgewood Ave Lien Reduction Request (3986 : Request for a Lien Reduction - 322 Ridgewood Avenue)

(3) A request for a waiver of reduction in lien shall not be granted if the Board of County Commissioners has previously reduced the amount of the lien. This statement applies whether or not the request is received from the original applicant for reduction or subsequent applicant.

☐ FAILS
☒ DOES NOT FAIL

Joseph Forte
CITY Manager

☐ APPROVED FOR CONSIDERATION BY BCC

☐ DENIED

Attachment: 322 Ridgewood Ave Lien Reduction Request (3986 : Request for a Lien Reduction - 322 Ridgewood Avenue)

Exhibit A

Case Master Inquiry

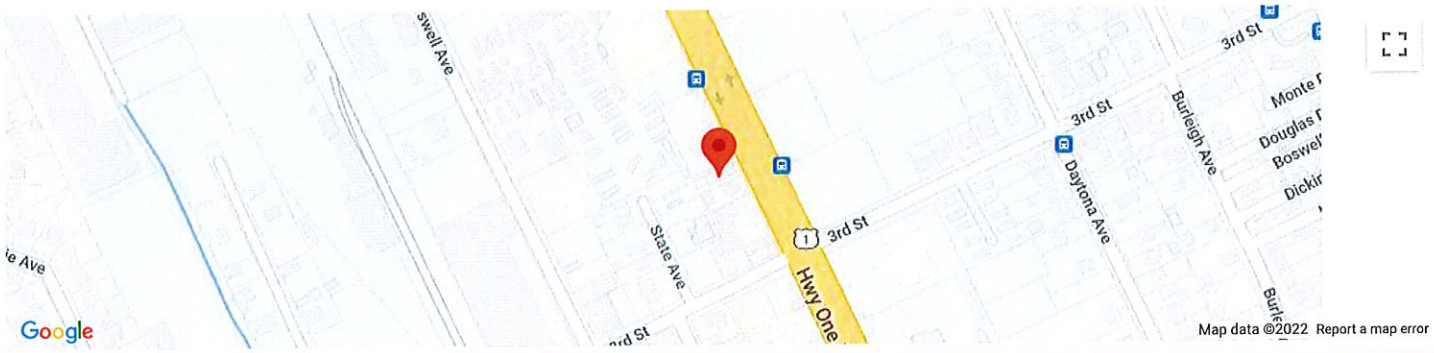
Case 22-00000861

Collapse All

Property Information

Address: 322 RIDGEWOOD AVE
HOLLY HILL, FL 321174420
Location ID: 11880
PARCEL NUMBER: 5 3 37 10 01 0100
Short Parcel ID:
Zoning: CC-1 CC1 COMMERCIAL CORRIDOR
Subdivision:

Property Address Map



Case General Information

Case status: LN LIEN OPEN/CASE CLOSED
Status date: 11/02/2022
Case type: CPM COMMERCIAL PROPERTY MAINT
Reported date: 2/03/2022
Origination: AR ADMINISTRATIVE REQUEST
Default inspector: KAM Kyle Mahanes
Credit balance: .00

Owner Information

Owner name: WEBER, ROBERT
Address: 1518 OLD KINGS RD
City: HOLLY HILL, FL 321173514
Phone: (386) 589-4102
Notice: Y
Flip: Y

Violations

Type	Status	Location	Quantity	Date Established	Date Resolved
ZONING	LI		1	2/03/2022	11/02/2022
26-61 (2) SANITARY (TRASH)	LI		1	3/24/2022	11/02/2022
SIDEWALKS AND DRIVEWAYS	LI		1	3/24/2022	11/02/2022
INOPERATIVE VEH./EQUIP/SCRAP	LI		1	3/24/2022	11/02/2022

Case Data

Description	Data
CN CORRECTION DATE	
NOV POTENTIAL HEARING DA	

Attachment: 322 Ridgewood Ave Lien Reduction Request (3986 : Request for a Lien Reduction - 322 Ridgewood Avenue)

SPECIAL MASTER HEARING D
2ND MAILING ADDRESS
FINE

Active Inspections

Type	Insp ID	Schedule Date

No scheduled inspections exist

All Actions | Board Meetings | Data Actions | Fees | Inspections | Liens | Names | Notices | Other Actions | Receipts | Text | Work Requests

Type	Description	Transaction	Amount Due	Amount Billed	Starting Date	Ending Date	Daily Fee
40	SPEC MAG ADM FEE	250.00	250.00	.00	7/27/2022		.00
50	SPEC MAG DAILY FINE	8200.00	8200.00	.00	5/21/2022	7/01/2022	200.00
70	PROPERTY MAINTENANCE FEE	20.00	20.00	.00	11/04/2022		.00
		8470.00	8470.00	.00			

Attachment: 322 Ridgewood Ave Lien Reduction Request (3986 : Request for a Lien Reduction - 322 Ridgewood Avenue)

RECEIVED
NOV 4 2022

APPLICANT AUTHORIZATION FORM

An authorized applicant is defined as:

- The property owner of record; or
- An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- Contract purchaser (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I Robert WEBER / Loretta WEBER, the fee simple owners of the following
(Owner's Name)

described property (Provided Legal Description or Tax Parcel ID Number(s)
5337 10 0100
322 Ridewood Ave Holly Hill

hereby petition the Holly Hill City Commissioners to grant a release of lien in the amount of $ 33,250.00 for Case No. 22-0000861, and affirm that is hereby designated to act as my / our authorized agent and to file the attached application for the above stated request and make binding statements and commitments regarding the request.

Robert WEBER
Owner's Name

Owner's Signature

Owner's Name

Owner's Signature

I certify that I have examined the application and that all statements and diagrams submitted are true and accurate to the best of my knowledge. Further, I understand that this application, attachments and fees become part of the Official Records of Volusia County, Florida and are not returnable.

SWORN TO AND SUBSCRIBED before me this 4th day of November, 20 22.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Robert Weber, who is personally known to me or who has produced Florida Driver License as identification and who executed the foregoing instrument and sworn oath.

WITNESS my hand and official seal in the County and State last aforesaid this 4th day of November, 20 22.

QONSHIOKA KEELS
Notary Public
State of Florida
Comm# HH274547
Expires 6/29/2026

Notary Public in and for the County and State Aforementioned

Attachment: 322 Ridgewood Ave Lien Reduction Request (3986 : Request for a Lien Reduction - 322 Ridgewood Avenue)

CITY OF HOLLY HILL

CASE # 22-0000861

REQUEST FOR REDUCTION OF LIEN

BY COMPLETING THIS FORM, YOU ARE MAKING STATEMENTS UNDER OATH

INSTRUCTIONS: Please fill in all pages of this form completely. Be specific when writing your statement. Please return this form to Code Enforcement. THE REQUEST FOR REDUCTION OF LIEN will then be presented to the City Commission at their regularly scheduled hearing, or as soon thereafter as possible, any you will be notified in writing of the Board's decision within 10 days after the meeting. If you are claiming medical or financial hardship, attach supporting documentation (i.e., a doctor's statement or proof of income). If you have any question, please call the Clerk at (386-248-9441).

Property Owner's Name: Robert

Property Address: 322 Ridgewood Ave. Holly Hill

Phone number(s) where you can be reached during the day:

386 589-4102 cell Attorney Gerald Bettman 904 737-9797

Is the property now in compliance? X YES ___NO

(If No, explain in detail)_____

Are you claiming financial hardship? X YES ___NO

Are you claiming medical hardship? X YES ___NO

Attachment: 322 Ridgewood Ave Lien Reduction Request (3986 : Request for a Lien Reduction - 322 Ridgewood Avenue)

If the property owner is unable to complete this form, list the name of the person who is legally authorized to act for the property owner and his/her relationship to the property owner:

Name: Gerald S. Bettman (904) 737-9797

Relationship: Attorney

I, Robert Weber, do hereby submit this REQUEST FOR REDUCTION OF LIEN to request a reduction in the total amount of lien imposed and in support of the following statement:

Robert Weber bought a commercial property in Holly Hill, it had a motorcycle shop there when he looked at it and previously it was Muscle Cars of Daytona. He bought it wanting to keep his classic cars and motorcycles there, and do some restoration work on them. When Robert bought the property it was being rented to "Big Tony's Chop Shop" and Tony wanted 2 months to move, after Tony moved, Robert contacted the city to have the water and electric turned on, the city told Robert that he could not use the property for vehicles, and they refused to turn on the water and electric. The property was obtained December 1, 2021, and had received a courtesy notice February 3, 2022-Hearing April 14, 2022. He was advised that property was not zoned for intended use even though property had unsanctioned prior use violations which existed at time of purchase. Violations were corrected within 45 days. Owner did not know to advise enforcement for inspection. However, owner was advised that inspectors had viewed the property. Property cannot be used as sold and must attempt to sell property at a lost.

Attached exhibits: Photographs and receipts

Date: November 3, 2022

Signed: _____

Print Name: Robert WEBER

Attachment: 322 Ridgewood Ave Lien Reduction Request (3986 : Request for a Lien Reduction - 322 Ridgewood Avenue)

STATE OF Florida

COUNTY OF: Volusia

PERSONALLY appeared before me, the undersigned authority duly authorized to administer oaths and take acknowledgements, Robert Weber, who after first being duly sworn, acknowledged before me that the information contained herein is true and correct. He/she is not personally know to me and has produced Florida Driver License as identification and did take an oath.

Date: November 4, 2022

QONSHICKA K
Notary Public
State of Florida
Comm# HH274
Expires 6/29/20

Notary Public

My Commission Expires 6/29/2026

RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO

CODE ENFORCEMENT DEPARTMENT

1065 RIDGEWOOD AVENUE

HOLLY HILL, FL 32117

Attachment: 322 Ridgewood Ave Lien Reduction Request (3986 : Request for a Lien Reduction - 322 Ridgewood Avenue)

Notice of Compliance

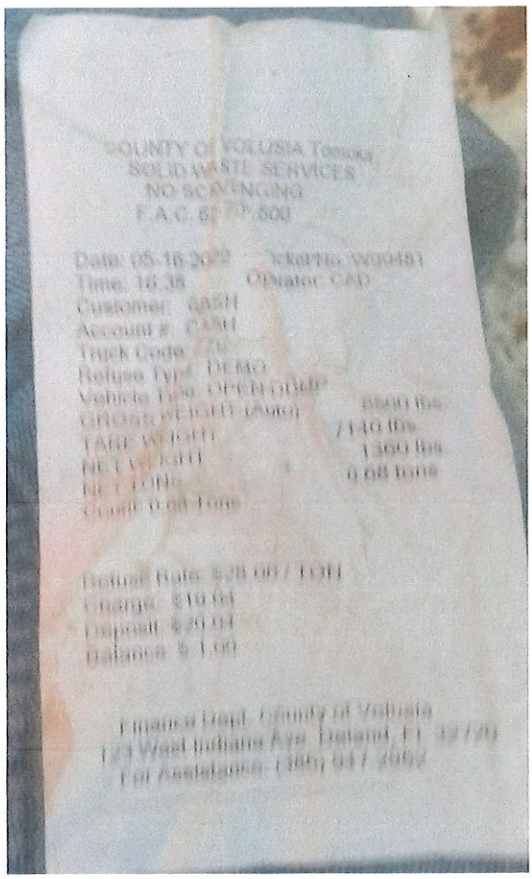
Robert Weber
1518 Old Kings Rd
Holly Hill, Fl32117

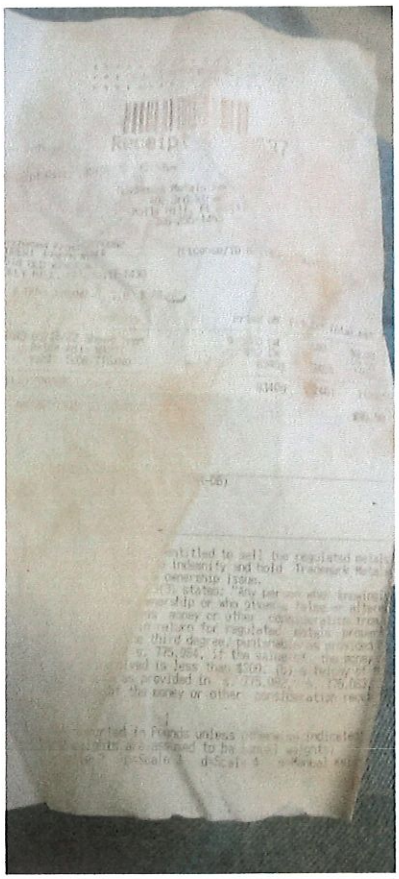
Case Number: 22-00000861

Location of Non-Compliance: 322 Ridgewood Ave Holly Hill
Parcel ID: 5 3 3 7 10 01 0100



Driveway Repair





Volusia Co Solid Waste Services 5-18-22

Attachment: 322 Ridgewood Ave Lien Reduction Request (3986 : Request for a Lien Reduction - 322 Ridgewood Avenue)

Notice of Compliance

Robert Weber
1518 Old Kings Rd
Holly Hill, Fl32117

Case Number: 22-00000861

Location of Non-Compliance: 322 Ridgewood Ave Holly Hill
Parcel ID: 5 3 3 7 10 01 0100



Large inoperable Motor Home Left on Property by Previous Occupants



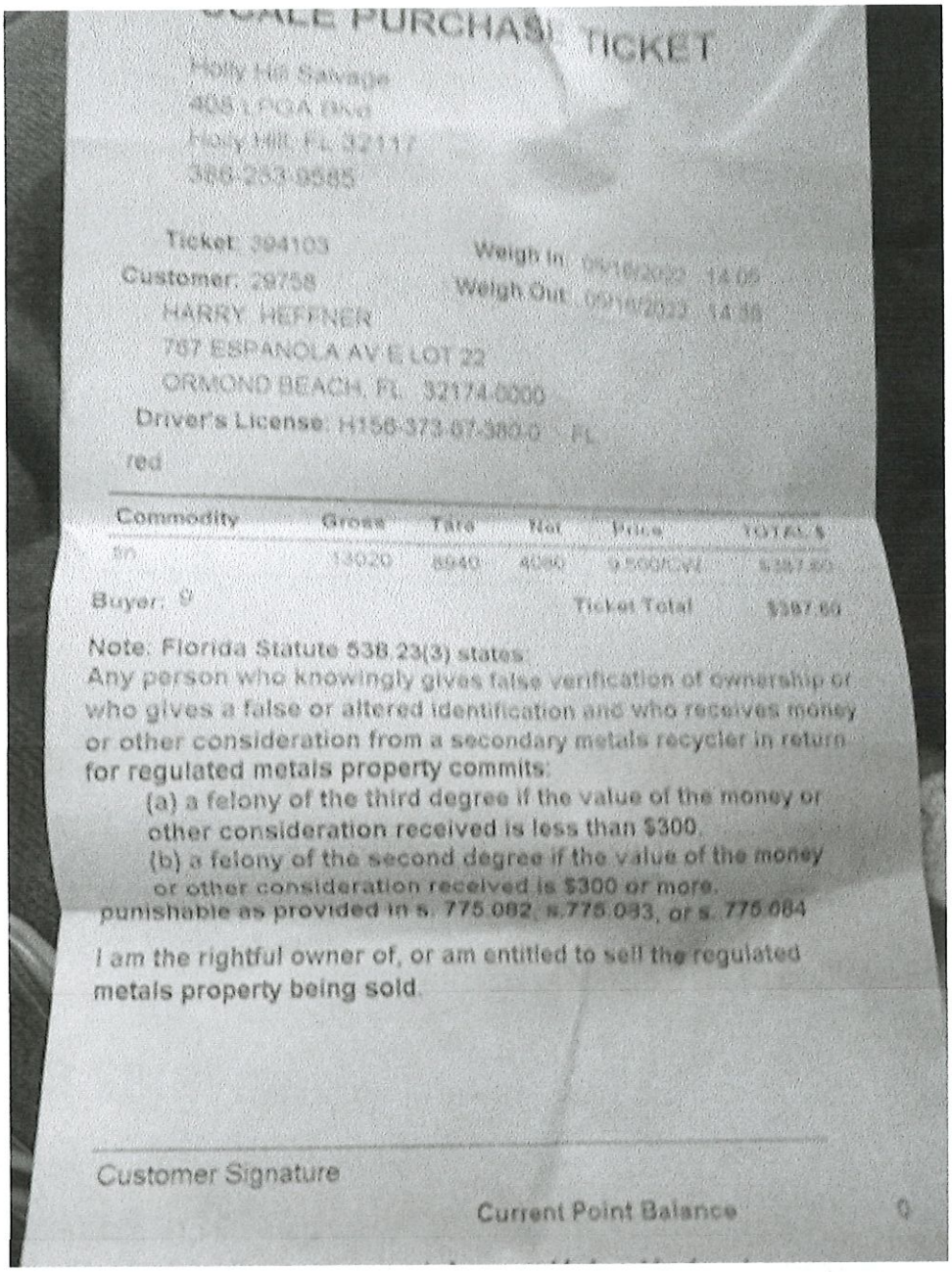


Dismantling of Motor Home for Removable, Wood, Fiberglass etc. were taken to Tomoka Land Fill



Attachment: 322 Ridgewood Ave Lien Reduction Request (3986 : Request for a Lien Reduction - 322 Ridgewood Avenue)





PURCHASE TICKET

Holly Hill Salvage
[illegible]
Holly Hill, FL 32117
386-253-9585

Ticket: 394103
Customer: 29758
HARRY HEFFNER
767 ESPANOLA AV E LOT 22
ORMOND BEACH, FL 32174-0000
Driver's License: H156-373-67-380-0 FL
red

Weigh In: [illegible]
Weigh Out: [illegible]

Commodity	Gross	Tare	Net	Price	TOTAL $
Sn	13020	8940	4080	[illegible]	[illegible]

Buyer: 9

Ticket Total $387.60

Note: Florida Statute 538.23(3) states:
Any person who knowingly gives false verification of ownership or who gives a false or altered identification and who receives money or other consideration from a secondary metals recycler in return for regulated metals property commits:
(a) a felony of the third degree if the value of the money or other consideration received is less than $300.
(b) a felony of the second degree if the value of the money or other consideration received is $300 or more.
punishable as provided in s. 775.082, s.775.083, or s. 775.084

I am the rightful owner of, or am entitled to sell the regulated metals property being sold.

Customer Signature

Current Point Balance 0

Attachment: 322 Ridgewood Ave Lien Reduction Request (3986 : Request for a Lien Reduction - 322 Ridgewood Avenue)

CC1

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.

(25) Personal services.

(26) Prescription pharmacies.

(27) Professional services offices.

(28) Public uses.

(29) Public utility uses and structures.

Attachment: 322 Ridgewood Ave Lien Reduction Request (3986 : Request for a Lien Reduction - 322 Ridgewood Avenue)

(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.

The development code administrator and the city planner may jointly authorize any use which is similar in character to any listed permitted use and which is clearly within the legislative intent of the classification.

(Ord. No. 2408, § 1(5.5.21.C), 8-8-95; Ord. No. 2416, § 1, 10-10-95; Ord. No. 2817, § 2, 10-9-07)

Attachment: 322 Ridgewood Ave Lien Reduction Request (3986 : Request for a Lien Reduction - 322 Ridgewood Avenue)

CITY OF HOLLY HILL CODE ENFORCEMENT
SPECIAL MAGISTRATE'S HEARING
HOLLY HILL, FLORIDA

City of Holly Hill, a Political Sub-division of the State of Florida

Petitioner,

-vs-

Robert Joseph Weber, Owner
Loretta Rose Weber, Owner

Respondent(s).

Parcel No. 5337-10-01-0100
Case No. 22-00000861

ORDER OF NON-COMPLIANCE

The Holly Hill Code Enforcement Special Magistrate has heard testimony under oath at a hearing on the above styled case on the 14th of April 2022, and based on the evidence received, the Special Magistrate, thereupon issues its FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER as follows:

FINDINGS OF FACT

That Robert Joseph Weber and Loretta Rose Weber, the Owner(s) and Respondent(s) of the property located at 322 Ridgewood Avenue, Holly Hill, Florida 32117 were given a Notice of Violation on the 3rd of February, 2022 and a Notice to Appear on the 30th of March, 2022 for the violation of Section 114-33(2) Scope. Interpretation of permitted uses and structures. A requested use or structure that is not expressly permitted in a classification shall be prohibited in that classification; Section 26-61(2) - The maintaining, using, placing, depositing, leaving or permitting to be or remain on any public or private property of any of the following items, conditions or actions are hereby declared to be and constitute a nuisance: Accumulation of trash, litter, debris, garbage, bottles, paper, cans, rags, dead or decayed fish, fowl, meat or other animal matter; fruit, vegetables, offal, bricks, concrete, scrap lumber or other building debris or other refuse of any nature; International Property Maintenance Code (hereinafter referred to as IPMC) 302.3 – Sidewalks and driveways. Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions; and Section 114-811 Storage of Loose Materials, Inoperative Vehicles or Equipment, Scrap Metal or Junk - (a) No person shall keep, store or allow to remain on any property within the city any dismantled, partially dismantled, nonoperative or discarded machinery, vehicles, boats or parts thereof, scrap metal or junk except as provided in this section.

At the hearing, the Code Enforcement Officer Mahanes provided evidence through testimony and photographs that all the violations exist and continue to exist. Officer

Attachment: 322 Ridgewood Ave Lien Reduction Request (3986 : Request for a Lien Reduction - 322 Ridgewood Avenue)

Mahanes provided photographs of the property showing the trash and debris in the back yard, scrap vehicles stored in the rear of the property, and other demolished vehicles on the property. Additionally, the driveway is eroding and silt is coming down the driveway.

The Owner has recently applied for a business tax license, but it has not been approved due to the other pending violations. The Owner was present and stated that he originally intended to sell vehicles on the property. He has been working on removing the pre-existing tires and the inoperable RV from the property. The Owner stated that he intends to sell the property once all the violations have been corrected because he no longer wants to deal with the rules and restrictions on the property. He thought that buying a commercial property would allow him to do whatever he would like. The Owner's attorney was fully advised of the rules and restrictions when the Owner originally purchased the property.

CONCLUSIONS OF LAW

That the Owner(s) and Respondent(s) of the property located at 322 Ridgewood Avenue, Holly Hill, FL 32117 are in violation of Holly Hill Zoning and Ordinances: Section 114-33(2) Scope. Interpretation of permitted uses and structures. A requested use or structure that is not expressly permitted in a classification shall be prohibited in that classification; Section 26-61(2) - The maintaining, using, placing, depositing, leaving or permitting to be or remain on any public or private property of any of the following items, conditions or actions are hereby declared to be and constitute a nuisance: Accumulation of trash, litter, debris, garbage, bottles, paper, cans, rags, dead or decayed fish, fowl, meat or other animal matter; fruit, vegetables, offal, bricks, concrete, scrap lumber or other building debris or other refuse of any nature; IPMC 302.3 – Sidewalks and driveways. Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions; and Section 114-811 Storage of Loose Materials, Inoperative Vehicles or Equipment, Scrap Metal or Junk - (a) No person shall keep, store or allow to remain on any property within the city any dismantled, partially dismantled, nonoperative or discarded machinery, vehicles, boats or parts thereof, scrap metal or junk except as provided in this section.

ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, and the authority of Chapter 162, Florida Statutes and the Holly Hill Code Enforcement Ordinance, Chapter 2 Section 2-116, it is duly ORDERED by this Special Magistrate that the Respondents shall pay an administrative fine of two hundred fifty dollars ($250.00), which if not paid in ninety (90) days from the date of this order shall be recorded as a lien and such recordation shall constitute a lien against the Respondents' real (except homestead) and personal property in Volusia County, Florida, said property to include, but not necessarily limited to that described above.

Attachment: 322 Ridgewood Ave Lien Reduction Request (3986 : Request for a Lien Reduction - 322 Ridgewood Avenue)

The Respondents must bring all violations listed above into compliance within forty-five (45) days of this Order. Failure to comply with this deadline shall result in a daily fine, per violation. The Respondents shall be required to pay a fine of fifty dollars ($50.00) a day, PER VIOLATION until the property comes into compliance.

According to IPMC 111.6 – Transfer of Ownership. It shall be unlawful for the owner of any dwelling unit or structure who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such dwelling unit or structure to another until the provisions of the compliance order or notice of violation have been complied with, or until such owner or the owner's authorized agent shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the code official and shall furnish to the code official a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation. If the Respondents violate IPMC 111.6, Respondents shall be required to pay a fine of fifty dollars ($50.00) a day PER VIOLATION for each and every day any of the aforementioned violations exist.

DONE AND ORDERED this 20th day of April 2022, in Holly Hill, County of Volusia, Florida.

CITY OF HOLLY HILL
CODE ENFORCEMENT

By, _____
Melody Pullen, Special Magistrate

Attest: _____
Code Enforcement Official

This instrument prepared by Melody Pullen, Special Magistrate for the Code Enforcement, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, Telephone number: (386) 248-9490.

Attachment: 322 Ridgewood Ave Lien Reduction Request (3986 : Request for a Lien Reduction - 322 Ridgewood Avenue)

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on 20th day of April, 2022 a true and accurate copy of the foregoing has been furnished by U.S. Mail to:

Robert Weber
Loretta Weber
322 Ridgewood Avenue
Holly Hill, FL 32117

Robert Weber
Loretta Weber
1518 Old Kings Road
Holly Hill, FL 32117

Code Enforcement Official

IMPORTANT NOTICE

The Respondent must notify the Code Enforcement Officer, when this order is complied with. Until the Code Enforcement Officer verifies the property is in compliance the fine will continue to accrue. This order will be recorded in the Official Records of the Office of the Clerk of the Court in Volusia County, Florida, and such recordation shall constitute a lien against the Respondent's real and personal property in Volusia County, Florida, said property to include, but not necessarily limited to that described above (EXCEPT HOMESTEAD)

The Respondent has the right to appeal whether the property is in compliance. The Respondent must file their appeal for a hearing within 20 days from the date the fine goes into effect. If the property is found to be still in non-compliance the fine will begin on the original date the fine was to go into effect. This hearing will only cover whether the property is now in compliance. It will not be a rehearing of the whole case which was previously ruled on.

Attachment: 322 Ridgewood Ave Lien Reduction Request (3986 : Request for a Lien Reduction - 322 Ridgewood Avenue)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE: **January 10, 2023**
FROM: **Brian Walker**
SUBJECT: **FIRST READING - an Ordinance of the City of Holly Hill, Florida, Amending the Land Development Regulations, by Rezoning the Parcel Described in Exhibit "A" from MPUD (Mixed Use Development District) to RPUD (Residential Planned Unit Development); Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.**
NUMBER: **2023-O-3054**
APPLICANT: **Brian Walker**
PLANNER:

INTRODUCTION:

Zen Living Apartments PD Rezone - Consider a Rezone from MPUD (Mixed-Use Development District) to RPUD (Residential Planned Unit Development) with the associated Development Agreement and Preliminary Plan, including a density bonus, for approximately 5.4 acres, located on the northeast corner of Ridgewood Avenue and 3rd Street. (Kalpak Shah, Applicant) District 1 - Commissioner Penny (Brian Walker, Community Development Director).

The subject property is currently zoned MPUD (Mixed-Use PUD) and has a future land use of Mixed-Use 2. Current zoning allows (2) seven story buildings containing a total of 172 age-restricted affordable housing units with limited commercial activity. However, the development has not moved forward.

DISCUSSION:

The Applicant is requesting a rezone to RPUD (Residential Planned Unit Development) in order to develop the property as a 120-unit multi-family, non-age restricted, market rate, housing development in accordance with the attached RPUD Agreement. Planned developments are specific in nature. When an applicant desires to change conditions within an existing planned development (PD), such as the uses, density, size, etc., a new PD must be adopted.

The base residential density permitted by the mixed-use II future land use is 20 dwelling units an acre, however performance standard bonuses would allow a density bonus of up to an additional 15 dwelling units an acre. A density bonus can be considered for proposals meeting the following conditions: parcel aggregation, enhanced landscaping along public r/w, increased pervious surface, public access to internal plazas/open spaces, a minimum of 3 stories and 3 uses, rehabilitation or replacement of dilapidated structures, use of innovative imagery/architectural guidelines, and retention/creation of business/employment.

The applicant is requesting a density bonus of 2.22 dwelling units per acre for a total of 22.22 dwelling units per acre. The bonus is requested based upon meeting the following bonus criteria:

Criteria: Consolidate multiple, separately owned parcels under a unified plan of development.
Applicant Response: The proposed development consolidates four individual parcels into a single development area to provide for a unified approach to design and maintenance of the property.

Criteria: Rehabilitate or replace functionally antiquated or dilapidated structures or incompatible uses.
Applicant Response: This project will allow for the redevelopment of a vacant and underutilized property that includes a planned development that was never brought forward. The proposed residential development will rejuvenate underutilized land within the City of Holly Hill.

The applicant's formal request for a density bonus is attached.

Existing MPUD vs. Proposed RPUD
The proposed RPUD differs from the current MPUD in a few keys areas as follows:
Required Average Minimum Unit Size
Current PD - 574 square feet
Proposed PD - One bedroom - 776.25 square feet
Two bedroom - 922.37 square feet

Type of Development
Current PD - Age restricted affordable senior housing and limited commercial
Proposed PD - Non-age restricted market rate housing

Phasing
Current PD - Phasing Proposed
Proposed PD - No Phasing proposed

Elevations
Current PD - Two 7 story buildings (172 units - total)
Proposed PD - Four (3) story buildings (120 units - total)

FLU AND ZONING OF SURROUNDING PROPERTIES:

Adjacent land uses and zoning are as follows:

North: Commercial and Low-Density Single-Family Residential FLU and MPUD and R-2 (Low-Medium Density Single-Family Residential District Zoning)

South: Commercial and Low-Density Single-Family Residential FLU and CC-1 (Commercial Corridor) and R-2 (Low-Medium Density Single-Family Residential District Zoning)

East: Low Density Single Family Residential FLU and R-2 (Low-Medium Density Single-

Family Residential District Zoning

West: Commercial FLU and CC-1 (Commercial Corridor) Zoning

SITE ANALYSIS:

Floodplain Impacts:
Based on FIRM 12127C0356J revised on September 29, 2017, the property is in flood zone X, meaning outside of the 100-year floodplain.

Wetland Impacts:
Based on preliminary wetland map analysis, there are no wetlands on the subject property.

Utilities:
The site is located in the Holly Hill utility service area, and will be required to connect to public utilities.

Sidewalks:
There is an existing sidewalk along the east side of Ridgewood Avenue and the north side of 3rd Street.
Transportation/Traffic:
Access to the property is from Ridgewood Avenue and 3rd Street.

Drainage:
A stormwater management system is proposed and required as a condition of developing the property.

Landscaping and Buffers:
Landscaping and buffers will be required per the Conceptual Preliminary Development Plan and landscaping plan.

REVIEW OF THE REZONE APPLICATION:

Sec. 82-372. - provides the following criteria, which the Board of Planning and Appeals and City Commission shall utilize in reviewing a rezoning request:

(1) Whether it is consistent with all adopted elements of the comprehensive plan.
The rezone request has been evaluated for consistency with all applicable policies of the City's Comprehensive Plan. Per Policy FLU 1.1.2 the base residential density is 20 units per acre with a density bonus allowing up to 35 dwelling units per acre.

The proposed development requests a density bonus of 2.22 units per acre which if granted will be within the limits of the maximum allowable dwelling units per acre.

Per Policy FLU 1.1.5, the City is compelled to review the rezone request for consistency with the uses, density, and compatibility of the Comprehensive Plan. The uses and density proposed within this Residential Planned Unit Development (RPUD) zoning classification are compatible

with the Mixed-Use future land use designation as well as with existing adjacent land uses.

(2) Its impact upon the environment or natural resources.
The property is located in a commercial area of the City. The site is a mostly cleared vacant property. The development proposes enhanced landscaping where there are currently no trees as well as a modern stormwater system to handle run-off. The development will not have any known negative affects upon the environment or natural resources.

(3) Its impact upon the economy of any affected area.
The project proposes a 120-unit market rate multi-family development on a site that is currently vacant.

(4) Its impact upon any existing necessary governmental services such as schools, sewage disposal, solid waste or transportation systems.

The rezone allowing a 120-unit multi-family development will place appropriate and usual demands upon the City's water, sewerage and transportation systems. The development will occur in a commercial area where such services are available. The applicant has received a letter of adequate capacity from the school system. Services will be further evaluated upon final engineering of the project.

(5) Any changes in circumstances or conditions affecting the area.
Staff considers changes in circumstances since the original zoning that would support the proposed rezone. In general, there have not been any changes since the last rezoning that will have a bearing on the requested rezone.

(6) Any mistakes in the original classification.
It does not appear that there were any errors in the original classification.

(7) Its effect upon the use or value of the affected area.
It is expected that the multi-family housing development will have a positive effect upon the value of the area.

(8) Its impact upon the public health, welfare, safety or morals.
It is not expected that the rezoning request will adversely impact public health, welfare, safety or morals.

CONCLUSION:

The rezoning request is consistent with the goals, objectives and policies of the City's Comprehensive Plan and Land Development Regulations, as well as the pattern of development in the area.

STAFF RECOMMENDATION:

Recommend the City Commission adopt the Ordinance enacting a Rezone from MPUD (Mixed-Use Development District) to RPUD (Residential Planned Unit Development) with the

associated Development Agreement and Preliminary Plan, including a density bonus, for approximately 5.4 acres, located on the northeast corner of Ridgewood Avenue and 3rd Street.

ATTACHMENTS:

- Area Map (PDF)
- Current Zoning & FLU Maps (PDF)
- FEMA Map (PDF)
- FLU Data (PDF)
- Photos of Subject Property (PDF)
- Landscaping 1 (PDF)
- Landscaping 2 (PDF)
- Landscaping 3 (PDF)
- Current Prelim Plan (PDF)
- Proposed Prelim Dev Plan - 11-18-2022 (PDF)
- Finding of Adequate Capacity (PDF)
- Application (PDF)
- Density Bonus Request (PDF)
- Legal Description (PDF)
- Site Data (PDF)
- Survey Signed (PDF)
- 1 Bedroom OPTION(PDF)
- 2 Bedroom OPTION(PDF)
- Development project brochure (PDF)
- Zen Living Elevation Options (PDF)
- Zen Living Development Agreement (PDF)

Ordinance No. 2023-3054

FIRST READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY REZONING THE PARCEL DESCRIBED IN EXHIBIT "A" FROM MPUD (MIXED USE DEVELOPMENT DISTRICT) TO RPUD (RESIDENTIAL PLANNED UNIT DEVELOPMENT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY REZONING THE PARCEL DESCRIBED IN EXHIBIT "A" FROM MPUD (MIXED USE DEVELOPMENT DISTRICT) TO RPUD (RESIDENTIAL PLANNED UNIT DEVELOPMENT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the Holly Hill Board of Planning and Appeals has recommended that the requested rezoning be granted; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF HOLLY

HILL, FLORIDA:

SECTION 1. The Official Zoning Map of the City of Holly Hill is hereby amended to designate the property described in Exhibit A as RPUD (Residential Planned Unit Development) pursuant to the provisions contained in the attached Development Agreement, attached to this Ordinance as Exhibit B and incorporated in this Ordinance by reference.

SECTION 2. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

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

SECTION 4. That this Ordinance shall become effective upon recording.

APPROVED AND AUTHENTICATED on the 10th day of JANUARY, 2023 for first reading.

EXHIBIT A

LEGAL DESCRIPTION

(PER ORB 5593 PG. 4601)

PARCEL NO. 1:

LOTS 13 AND 14, EXCEPT THE WESTERLY 20.46 FEET OF RIGHT-OF-WAY OF U.S. HIGHWAY NO. 1, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, AS RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

PARCEL NO. 2:

ALL OF LOT 15, EXCEPT THE WESTERLY 153 FEET THEREOF, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, AS RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

PARCEL NO. 3:

THE EASTERLY 85 FEET OF LOT 18, AND THE EASTERLY 85 FEET OF LOT 17, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, AS RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

PARCEL NO. 4:

THE WESTERLY 180 FEET OF LOT 20 AND THE SOUTHERLY 80 FEET OF THE WESTERLY 180 FEET OF LOT 21, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, AS RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

AND

(PER ORB 5629 PG. 2641)

PARCEL 1: THE WESTERLY 135 FEET OF LOT 17, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 2: THE EASTERLY 110 FEET OF THE WESTERLY 245 FEET OF LOTS 17 AND 18, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 3: THE WESTERLY 135 FEET OF LOT 18, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 4: THE WESTERLY 153 FEET LOTS 15 AND 16, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXCEPT THOSE PORTIONS OF THE ABOVE-DESCRIBED PARCELS LYING WITHIN THE RIGHT OF WAY OF U.S. HIGHWAY NO. 1.

AND

(CREATED BY SURVEYOR)

(PER ORB. 5601, PG. 2923 & ORB. 8143, PG. 2923)

THE NORTHERLY 20 FEET OF LOT 21, AND ALL OF LOT 22, BLOCK 23, MASON & CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA.

LESS AND EXCEPT THE EASTERLY 160.00 FEET THEREOF.

EXHIBIT B

DEVELOPMENT AGREEMENT

Exhibit to Ordinance No. _____

DEVELOPMENT AGREEMENT for the project known as ZEN LIVING APARTMENTS Planned Unit Development (PUD) located at 331 Ridgewood Avenue (NE corner of Ridgewood Avenue and 3rd Street (hereinafter referred to as the "Subject Property").

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as the "Agreement") is entered into and made as of the ___ day of _____, 2023, by and between the CITY OF

HOLLY HILL, a Florida municipal corporation, with a mailing address of 1065 Ridgewood Avenue, Holly Hill, FL 32117.

Holly Hill, FL 32117 (hereinafter referred to as the "City"), and Majestic Oaks Daytona LLC (hereinafter referred to as the "Owner" or "Owner/Developer") with a mailing address of 12705 Wyndham West Drive, Glen Allen, VA 23059.

W I T N E S S E T H

WHEREAS, the Owner warrants that it holds legal title to, or is the contract purchaser of, the lands located in Volusia County, Florida, and within the corporate limits of the City of Holly Hill, said lands being more particularly described in **Exhibit "A"**, Legal Description for the Subject Property, attached hereto and by this reference made a part hereof; and that the holders of any and all liens and encumbrances affecting such property will subordinate their interests to this Agreement; and

WHEREAS, the Owner/Developer has clear title of the Subject Property or the Developer is currently under contract to purchase the Subject Property and intends to develop such property; and

WHEREAS the Owner/Developer or Developer desires to facilitate the orderly development of the Subject Property in compliance with the laws and regulations of the City and of other governmental authorities, and the Owner/Developer desires to ensure that its development is compatible with other properties in the area and planned traffic patterns; and

WHEREAS the development permitted or proposed under this Development Agreement is consistent with the City's Comprehensive Plan, concurrency management system, and all land development regulations; and

WHEREAS it is the purpose of this Agreement to clearly set forth the understanding and agreement of the parties concerning the matters contained herein; and

WHEREAS the Owner/Developer has sought the City's approval to develop the Subject Property, and the City approved **Ordinance No**. _____, through rezoning the Subject Property to a form of Planned Unit Development (PUD), as defined under the City's Land Development Code; and

WHEREAS, the PUD shall consist of this Agreement as the Written Development Agreement of the PUD, and a Preliminary Plan aka the Preliminary Development Plan, attached hereto as **Exhibit, "B"**, subject to the covenants, restrictions, and easements offered by the Owner/Developer and contained herein, (hereinafter the "Master Development Plan"). Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals and Definitions. The recitals herein contained are true and correct and are incorporated herein by reference. All capitalized terms not otherwise defined herein shall be as defined or described in the City's Land Development Code as it may be amended from time to time, unless otherwise indicated.

2. **Title Opinion/Certification.** The Developer will provide to the City, in advance of the City's execution and recordation of this Agreement, a title opinion from a licensed attorney in the state of Florida, or a certification by an abstractor or title company authorized to do business in the state of Florida, verifying marketable title to the Subject Property to be in the name of the Owner/Developer and any and all liens, mortgages, and other encumbrances that are either satisfied or not satisfied or released of record.

3. **Subordination/Joinder.** Unless otherwise agreed to by the City and if applicable, all liens, mortgages, and other encumbrances that are not satisfied or released of record, must be subordinated to the terms of this Agreement or the Lienholder join in this Agreement. It shall be the responsibility of the Owner/Developer to promptly obtain the said subordination or joinder, in a form and substance that is acceptable to the City Attorney, prior to the execution and recordation of this Agreement.

4. **Duration.** The duration of this Agreement is binding and runs with the land in perpetuity, unless amended.

5. **Development of the Subject Property**. Development of the Subject Property shall be subject to performance standards listed in this Agreement. Where a land use listed below differs from a defined use in the City of Holly Hill's Code of Ordinances, the use listed in this Agreement

shall prevail.

A. Permitted principal uses allowable on the Subject Property:
1. Multi-family Dwelling - 120 units

B. Accessory uses permitted in conjunction with principal use:
1. Pool and Clubhouse
2. Delivery Drop Off, Rideshare Pick-Up Station
3. Exercise Stations, recreational benches and walking paths

C. Apartment Sizes:
One bedroom - 776.25 square feet
Two bedroom - 922.37 square feet

D. Prohibited principal uses, if any:
1. Unless a use is specifically permitted in this agreement, it is prohibited.

E. Proposed maximum density (in number of dwelling units per acre) 23 (this includes a density bonus):

F. Impervious surface is not to exceed 60% of the gross square footage for the Subject Property.

G. Open Space: Minimum general open space shall be 25% of the gross square footage of the Subject Property. General open space includes all landscaped buffers, amenitized ponds and all other pervious surfaces. Minimum common open space shall

be 15% of the gross square footage of the Subject Property. Common open space consist of the pool, clubhouse, pond perimeter with walking path and exercise stations. General open space (a minimum of 25%) and common open space (a minimum of 15%) shall together consist of a minimum of 40% of the property's gross square footage.

H. Minimum landscaping requirements are as shown on the landscaping plans.

I. Minimum landscaped buffer-yard requirements are as follows:
Along Ridgewood Avenue - 25 feet
Along 3rd Street - 15 feet
Along all other property lines - 10 feet

J. Minimum lot size area: 5.4 acres

K. Minimum setbacks:
1. Along Ridgewood Ave - 30 feet
2. Along 3rd Street - 15 feet
3. Along Rear (East) Property Line - 25 feet
4. Along all other property lines - 10 feet

L. Maximum building height (in feet) 40 feet

M. Minimum parking standards are as shown and stated on the Preliminary Plan.

N. Lighting shall not exceed .5-foot candles at the property line.

O. The project shall consist of a single phase.

P. Architectural controls and development on the Subject Property shall follow a common architectural theme as listed in this Agreement by harmoniously coordinating the general appearance of all buildings and accessory structures. All controls and variations shall be defined by a Homeowners Association or Property Owners Association, as defined within this Agreement.

Q. Development within the Community Redevelopment Area shall follow one of the following architectural themes: Contemporary, Florida Vernacular, Mediterranean, Spanish.

R. Utility provision and dedication: The Owner/Developer shall connect to the City of Holly Hill's central utility systems when available, or to another approved utility provider where applicable, at their sole cost and expense. Utility fees shall be paid to City of Holly Hill or to the applicable utility provider.

S. Stormwater and environmental: Per parcel stormwater systems or master stormwater systems shall be owned and maintained by an established Homeowner's Association or Property Owner's Association, if such entities are required, or by the property owner in private ownership, and shall not be dedicated to or become the responsibility of the City of Holly Hill. All environmental permitting, mitigation, and/or soil and erosion control for the property shall conform to all federal, state, and local permits/requirements, and shall be the sole responsibility of the Homeowner's Association or Property Owner's Association, if such entities are required, or by the property owner, and shall be maintained in good condition/standing with the applicable permitting authorities. Best Management Practices and conformance to National Pollutant Discharge Elimination System (NPDES) criteria are required.

T. Transportation, site access, and traffic devices: The Owner/Developer is responsible for all transportation improvements within the Subject Property and any off-site transportation improvements required because of the proposed development, for site function, which maintains or improves the level of service for area roadways, and ensures the public health, safety, and welfare for the community. All permits shall be obtained from appropriate permitting agencies prior to development and the City shall determine the appropriate level of service per the City Comprehensive Plan and current traffic counts for City roads only.

6. **Public Facilities/Land Dedication.** Facilities or tracts that either are or shall become public facilities/tracts that will serve the development and/or are on the Subject Property are, as follows: **NONE**.

7. **Development Permits/Fees.** The Owner/Developer is responsible for obtaining permitting, and the payment of all fees for facilities and services for the Subject Property. Any site permits shall be kept current with the respective permitting agency and shall ensure the protection of the public health, safety, and welfare of the community and the development. All impact fees are applicable, and no impact fee credits shall be awarded through this Agreement; unless a cessation exists through a City moratorium that is Citywide. Proportionate fair share site improvements shall not be used in lieu of impact fees.

8. **Site Plan/Plat Approval.** The Master Development Plan, is the Preliminary Plan of the PUD and this Written Development Agreement. The Master Development Plan shall not replace, supersede, or absolve the Owner/Developer from approvals for any site plan, preliminary plat, and/or final plat and their respective regulations. Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.

9. **Indemnification.** The Owner/Developer shall indemnify and hold the City

harmless from any and against all claims, demands, disputes, damages, costs, expenses, (to include attorneys' fees whether or not litigation is necessary and if necessary, both at trial and on appeal), incurred by the City as a result, directly or indirectly, of the use or development of the Subject Property, except those claims or liabilities caused by or arising from the negligence or intentional acts of the City, or its employees or agents. It is specifically understood that the City is not guaranteeing the appropriateness, efficiency, quality or legality of the use or development of the Subject Property, including but not limited to, drainage or water/sewer plans, fire safety, or quality of construction, whether inspected, approved, or permitted by the City.

10. **Compliance.** The Owner/Developer agrees that it, and their successors and assigns, will abide by the provisions of this Agreement, the City's Comprehensive Plan and the City's Code of Ordinances, including but not limited to, the site plan regulations of the City as amended from time to time, which are incorporated herein by reference and such subsequent amendments hereto as may be applicable. Further, all required improvements, including landscaping, shall be continuously maintained by the Owner/Developer, or their successors and assigns, in accordance with the City's Code of Ordinances. The City may, without prejudice to any other legal or equitable right or remedy it may have, withhold permits, Certificates of Occupancy, or plan/plat approvals to the Subject Property, should the Owner/Developer fail to comply with the terms of this Agreement. In the event of a conflict between this Development Agreement and the City's Land Development Code, the more restrictive regulations shall govern the development of the Subject Property.

11. **Obligations for Improvements.** Any surface improvement as described and required hereunder included, but not limited to such as signalization, walls, stormwater management facilities, medians, and utilities, or any other surface improvement shall be performed prior to the issuance of the Certificate of Occupancy on that portion of the Subject Property that the surface improvement(s) relates or is otherwise scheduled in this Agreement. Should the Owner/Developer fail to undertake and complete its obligations as described in this Agreement and to the City's specifications, then the City shall give the Owner/Developer thirty (30) days written notice to commence and ninety (90) days to complete said required obligation at the sole expense of the Owner/Developer. If the Owner/Developer fails to complete the obligations within the ninety (90) day period, then the City, without further notice to the Owner/Developer and their successors and assigns in interest, may but shall not be required to, perform such obligations at the expense of the Owner/Developer or their successors and assigns in interest, without prejudice to any other rights or remedies the City may have under this Agreement. Further, the City is hereby authorized to immediately recover the actual and verified cost of completing the obligations required under this Agreement and any legal fees from the Owner/Developer in an action at law for damages, as well as record a lien against the Subject Property in that amount. The lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees. Notice to the Owner/Developer and their successors and assigns in interest shall be deemed to have been given upon the mailing of notice as provided in **paragraph (17)** of this Agreement.

12. **Environmental and Tree Preservation.** The Owner/Developer is responsible to obtain all site related permits and approval prior to any development activity on or for the Subject Property. This may involve mitigation for habitat of threatened or endangered flora and fauna or species identified for protection (i.e., tree preservation). This Agreement does not vest or exempt the Owner/Developer from any permitting and mitigation obligations needed to develop a Subject Property.

13. **Homeowners Association or Property Owners Association.** The charter and by-laws of any Homeowner's Association ("HOA") or Property Owner's Association ("POA") for the Subject Property and any deed restrictions related thereto shall be furnished to the City for approval by the City Attorney prior to the recording thereof in the Public Records of Volusia County, Florida. Such recording shall take place before a Certificate of Occupancy is issued for the first development project on land covered by this Agreement. The Owner/Developer shall be responsible for establishing the HOA or POA and recording said information in the Public Records of Volusia County, Florida. The City is not responsible for the enforcement of any agreements or deed restrictions entered into between property owners or occupiers of the Subject Property. If maintenance for the Subject Property is not maintained following issuance of a Certificate of Occupancy, the property owner shall be subject to code enforcement.

14. **Enforcement.** Both parties may seek specific performance of this Agreement and/or bring an action for damages in a court within Volusia County, Florida, if either party breaches this Agreement. If enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Owner/Developer shall be responsible for the payment of all the City's costs and expenses, including attorney fees, whether or not litigation is necessary and, if necessary, both at trial and on appeal. Such costs, expenses and fees shall also be a lien upon the Subject Property superior to all others. Should this Agreement require the payment of any monies to the City, the recording of this Agreement shall constitute a lien upon the Subject Property for said monies, until said are paid, in addition to such other obligations as this Agreement may impose upon the Subject Property and the Owner/Developer. Interest on unpaid overdue sums shall accrue at the rate of the lesser of eighteen percent (18%) compounded annually or at the maximum rate allowed by law.

15. **Utility Easements.** For any easement not established on a plat for the Subject Property, the Owner/Developer shall provide to the City such easements and other legal documentation, in a form mutually acceptable to the City Attorney and the Owner/Developer, as the City may deem reasonably necessary or appropriate for the installation and maintenance of the utility and other services, including but not limited to, sanitary sewer, potable water, and reclaimed water services, electric, cable, gas, fire protection and telecommunications.

16. **Periodic Review.** The City reserves the right to review the Subject Property in

relation to this Agreement periodically to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the City finds that based on substantial competent evidence that there has been a failure to comply with the terms of this Agreement, the City may not issue development orders or permits until compliance with this Agreement has been established.

17. **Notices.** Where notice is herein required to be given, it shall be by certified mail return receipt requested, hand delivery or nationally recognized courier, such as Federal Express or UPS. E-mail delivery of documents shall not replace or be in lieu of the aforementioned process. Said notice shall be sent to the following, as applicable:

OWNER/DEVELOPER'S REPRESENTATIVES:

Majestic Oaks Daytona LLC

Kalpak Shah

12705 Wyndham West Dr

Glen Allen, VA 23059

Email: kshah@kayakhg.com

Phone: 804-366-3961

CITY'S REPRESENTATIVES:

City Manager

City of Holly Hill

1065 Ridgewood Avenue

Holly Hill, Florida 32117

With copy to:

Director

Community Development

City of Holly Hill

1065 Ridgewood Avenue

Holly Hill, Florida 32725

Should any party identified above change, it shall be said party's obligation to notify the remaining parties of the change in a fashion as is required for notices herein. It shall be the Owner/Developer's obligation to identify its lender(s) to all parties in a fashion as is required for notices herein.

18. **Compliance with the Law.** The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner/Developer of the Subject Property from the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

19. **Captions.** The captions used herein are for convenience only and shall not be relied upon in construing this Agreement.

20. **Binding Effect.** This Agreement shall run with the land, and shall be binding upon and inure to the benefit of the Owner/Developer and their successors and assigns in interest, and the City and their successor and assigns in interest. This Agreement shall become effective upon its execution and recordation with the Public Records of Volusia County, Florida. This Agreement does not, and is not intended to, prevent, or impede the City from exercising its legislative authority as the same may affect the Subject Property.

21. **Subsequently Enacted State or Federal Law.** If either state of federal law is enacted after the effective date of this Agreement that is applicable to and precludes the parties' compliance with the terms of this Agreement, this Agreement and correlating zoning amendment shall be modified or revoked, as is necessary, to comply with the relevant state or federal law.

22. **Severability.** If any part of this Development Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Development Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be effected. To that end, this Development Agreement is declared severable.

23. **Covenant Running with the Land.** This Agreement shall run with the Subject Property and inure to and be for the benefit of the parties hereto and their respective successors and assigns and any person, firm, corporation, or entity who may become the successor in interest to the Subject Property or any portion thereof.

24. **Recordation of Agreement.** The parties hereto agree that an executed original of this Agreement shall be recorded by the City, at the Developer's expense, in the Public Records of Volusia County, Florida.

25. **Applicable Law/Venue.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue of any litigation relating to this Agreement shall be in the courts of Volusia County, Florida.

26. **Time of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement. The Owner/Developer shall execute this Agreement within ten (10) business days of City Commission adoption and agrees to pay the cost of recording this document in the Public Records of Volusia County, Florida. Failure to execute this Agreement within ten (10) business days of this ordinance adoption may result in the City not issuing development orders or permits until execution and recordation of this Agreement has occurred.

27. **Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings, and agreements, with respect to the subject matter hereof; provided however, that it is agreed that this Agreement is supplemental to the City's Comprehensive Plan and does not in any way rescind or modify any provisions of the City's Comprehensive Plan. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

28**. Amendments.** Amendments to the Master Development Plan (MDP) shall be subject to the requirements of Section 114-771(g)(4) of the City of Holly Hill Land Development Regulations, which state that minor amendments to the Preliminary Plan not violating any terms of the written development agreement and not altering the intent and purpose of the MDP may be approved by the Development Code Administrator after such departmental comment as he/she deems appropriate. Minor changes shall be limited to items such as small adjustments to building footprints, allocation of uses within a defined parcel such as retention areas, parking etc. Major amendments will require full review and shall include relocation of uses on the site, except as permitted by the MDP, changes to building styles, changes to landscaping requirements, etc. Decisions as to whether modifications are Major or Minor shall be at the sole discretion of the Development Code Administrator.

29. **Effective Date.** The Effective Date of this Agreement shall be the day this Agreement is recorded in the Public Records of Volusia County, Florida.

IN WITNESS WHEREOF, the Owner, the Developer and the City have executed this Agreement.

OWNER/DEVELOPER

By:

_____ _____

Signature of Witness # 1 Signature

_____ _____

Print or type name Print or type name

As:

_____ _____

Signature of Witness #2 Print or type

ATTEST:

_____

Print or type name

_____

Signature

_____

Print or Type Name

As:

_____

Mailing Address: _____

_____

_____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization,** this ____ day of _____, _____ (year), by _____, who is personally known to me or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

_____
Notary Signature

_____
Printed Name

Commission No.: _____

My Commission Expires: _____

DEVELOPER

By:

_____ _____
Signature of Witness # 1 Signature

_____ _____
Print or type name Print or type name

As:

Signature of Witness #2

Print or type name

Print or type

ATTEST:

Signature

Print or Type Name

As:

Mailing Address: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization,** this ____ day of _____, _____ (year), by _____, who is personally known to me or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Notary Signature

_____

Printed Name

Commission No.: _____

My Commission Expires: _____

CITY OF HOLLY HILL:

By:

_____

Date: _____

ATTEST:

_____

Date: _____

Mailing Address:

City of Holly Hill

1065 Ridgewood Avenue

Holly Hill, Florida 32117

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization,** this ____ day of _____, _____ (year), by _____, who is personally known to me or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

_____
Notary Signature

_____
Printed Name

Commission No.: _____

My Commission Expires: _____

Approved as to form and legality for use and reliance by the City of Holly Hill, Florida

_____

Scott Simpson
City Attorney

EXHIBIT A

LEGAL DESCRIPTION:

(PER ORB 5593 PG. 4601)

PARCEL NO. 1:

LOTS 13 AND 14, EXCEPT THE WESTERLY 20.46 FEET OF RIGHT-OF-WAY OF U.S. HIGHWAY NO. 1, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, AS RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

PARCEL NO. 2:

ALL OF LOT 15, EXCEPT THE WESTERLY 153 FEET THEREOF, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, AS RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

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THE EASTERLY 85 FEET OF LOT 18, AND THE EASTERLY 85 FEET OF LOT 17, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, AS RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

PARCEL NO. 4:

THE WESTERLY 180 FEET OF LOT 20 AND THE SOUTHERLY 80 FEET OF THE WESTERLY 180 FEET OF LOT 21, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, AS RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

AND

(PER ORB 5629 PG. 2641)

PARCEL 1: THE WESTERLY 135 FEET OF LOT 17, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 2: THE EASTERLY 110 FEET OF THE WESTERLY 245 FEET OF LOTS 17 AND 18, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

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PARCEL 4: THE WESTERLY 153 FEET LOTS 15 AND 16, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXCEPT THOSE PORTIONS OF THE ABOVE-DESCRIBED PARCELS LYING WITHIN THE RIGHT OF WAY OF U.S. HIGHWAY NO. 1.

AND

(CREATED BY SURVEYOR)

(PER ORB. 5601, PG. 2923 & ORB. 8143, PG. 2923)

THE NORTHERLY 20 FEET OF LOT 21, AND ALL OF LOT 22, BLOCK 23, MASON & CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA.

LESS AND EXCEPT THE EASTERLY 160.00 FEET THEREOF.

EXHIBIT B

Preliminary Development Plan

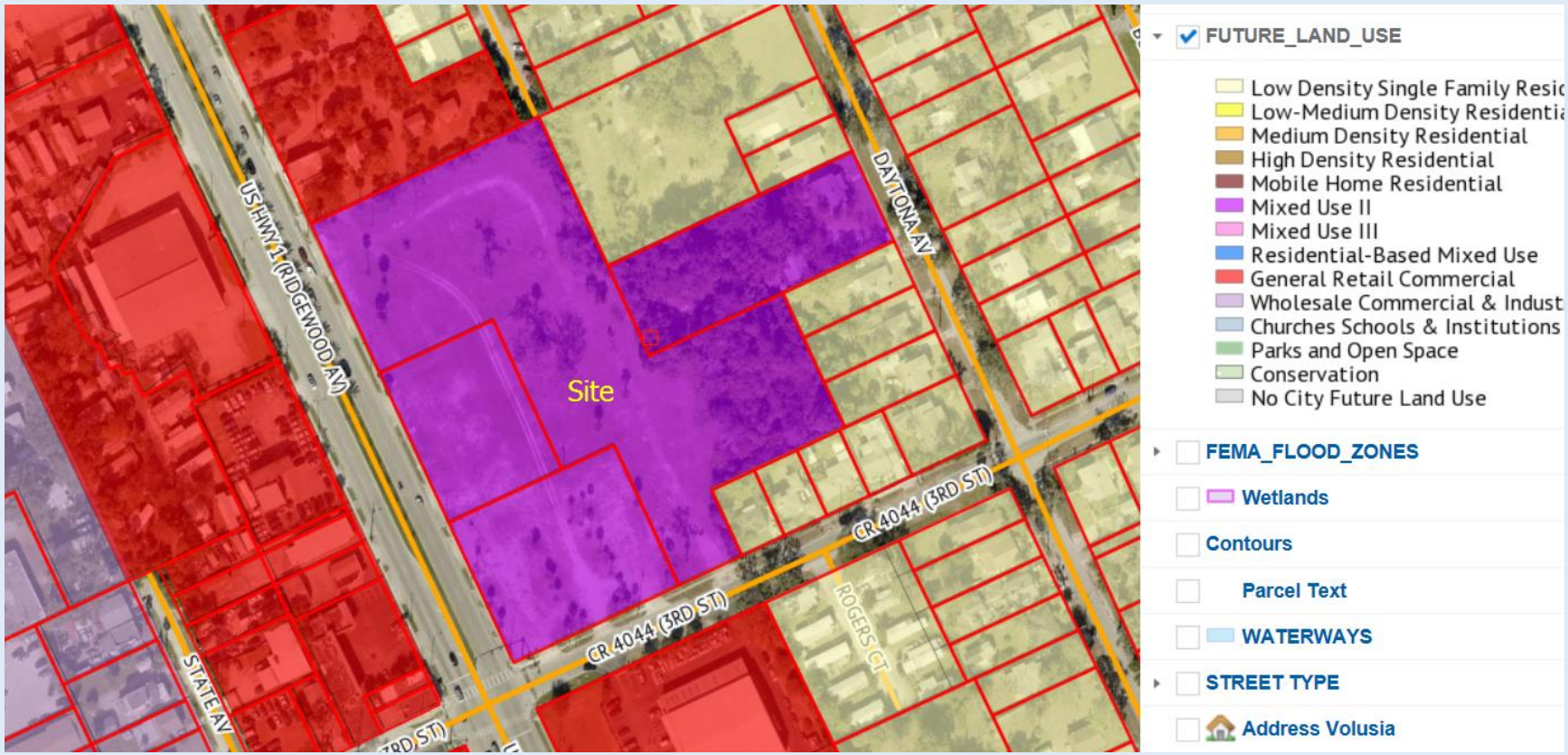
Area Map (Corner of 3rd Street and Ridgewood Ave.)



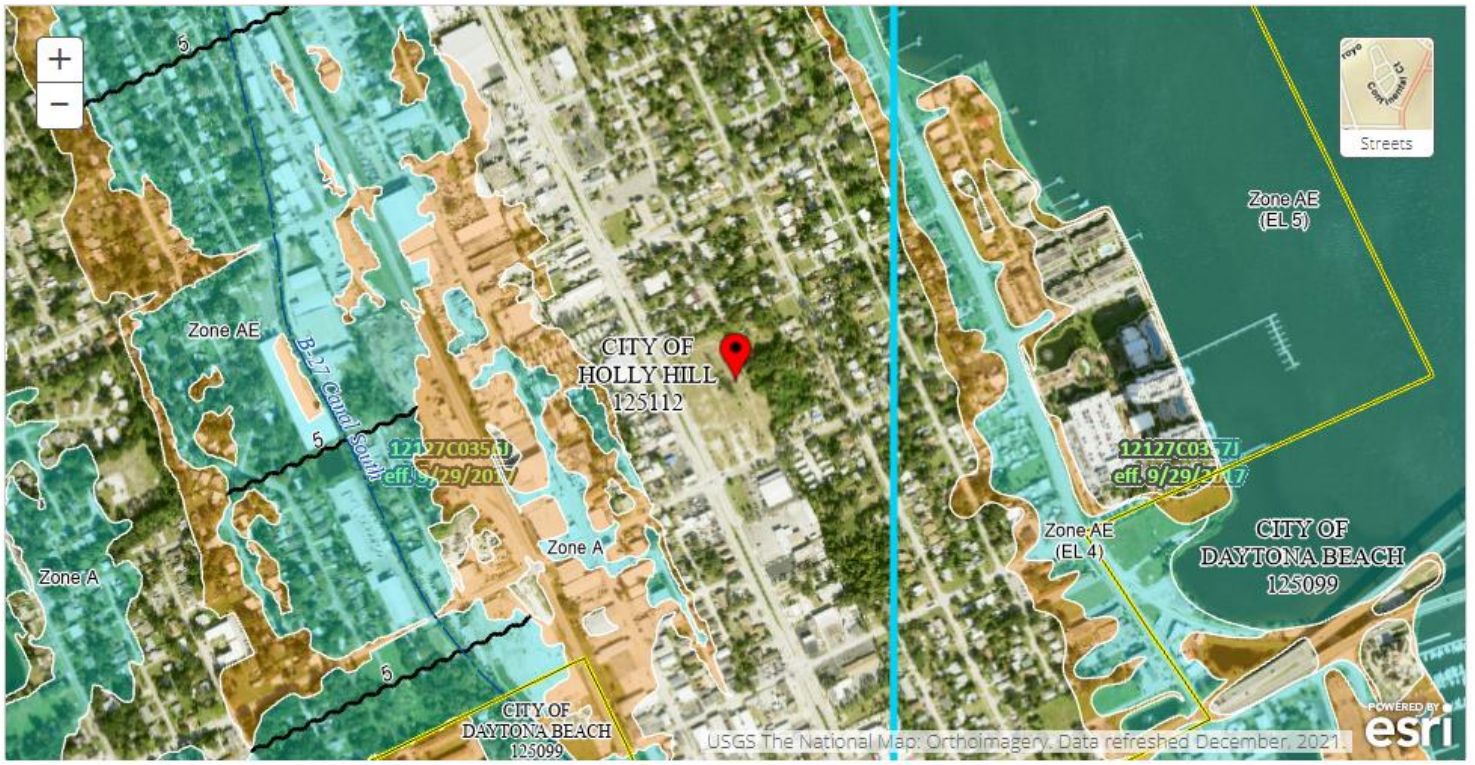
MPUD Zoning (Mixed-Use Planned Unit Development) – Area of Rezone



Mixed-Use II Future Land Use



FEMA Map


Zone AE
B-27 Canal South
CITY OF
HOLLY HILL
125112
12127C0351J
eff. 9/29/2017
Zone A
Zone A
CITY OF
DAYTONA BEACH
125099
Zone AE
(EL 5)
12127C0357J
eff. 9/29/2017
Zone AE
(EL 4)
CITY OF
DAYTONA BEACH
125099
Streets
USGS The National Map: Orthoimagery. Data refreshed December, 2021.
esri
PIN
Approximate location based on user input and does not represent an authoritative property location
MAP PANELS
Selected FloodMap Boundary
Digital Data Available
No Digital Data Available
Unmapped
OTHER AREAS
NO SCREEN
Area of Minimal Flood Hazard Zone X
Effective LOMRs
Area of Undetermined Flood Hazard Zone D
Otherwise Protected Area
Coastal Barrier Resource System Area
SPECIAL FLOOD HAZARD AREAS
Without Base Flood Elevation (BFE) Zone A, V, A99
With BFE or Depth
Regulatory Floodway Zone AE, AO, AH, VE, AR
OTHER AREAS OF FLOOD HAZARD
0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
Future Conditions 1% Annual Chance Flood Hazard Zone X
Area with Reduced Flood Risk due to Levee. See Notes. Zone X
Area with Flood Risk due to Levee Zone D
OTHER FEATURES
20.2
17.5
Cross Sections with 1% Annual Chance
Water Surface Elevation
Coastal Transect
Base Flood Elevation Line (BFE)
Limit of Study
Jurisdiction Boundary
Coastal Transect Baseline
Profile Baseline
Hydrographic Feature
GENERAL STRUCTURES
Channel, Culvert, or Storm Sewer
Levee, Dike, or Floodwall

FLU

Mixed Use-2: This category allows the following types of land uses either singularly or in combination: public, civic, neighborhood commercial, general commercial, office, multi-family residential, limited single-family use as an adjunct to a business use, and lodging. Execution of a Development Agreement with the City will be required whenever a project involves a combination of such uses. Mixed Use-2 would encourage a mix of medium/high density residential development with on-site office and supporting retail uses. The base residential density would be 20 units/acre, but performance standard bonuses would allow a density of up to 35 units/acre for innovative and high-quality design. The density bonuses would be considered for proposals meeting the following conditions: parcel aggregation, enhanced landscaping along public r/w, increased pervious surface, public access to internal plazas/open spaces, a minimum of 3 stories and 3 uses, rehabilitation or replacement of dilapidated structures, use of innovative imagery/architectural guidelines, and retention/creation of business/employment.

Attachment: FLU Data (2023-O-3054 : Zen Living RPUD Rezone)

Aerial View





Attachment: Photos of Subject Property (2023-O-3054 : Zen Living RPUD Rezone)

View North From 3rd Street



View East From Ridgewood Ave.





EXISTING TREES

ID	DBH	SPECIES	REMOVE	RETAIN
T1	12"	AMERICAN ELM	DEMO	
T2	14"	AMERICAN ELM	DEMO	
T3	14"	AMERICAN ELM	DEMO	
T4	6"	COMMON HACKBERRY		REMAIN
T5	6"	COMMON HACKBERRY	DEMO	
T6	6"	COMMON HACKBERRY	DEMO	
T7	6"	COMMON HACKBERRY		REMAIN
T8	6"	COMMON HACKBERRY		OFF-SITE
T9	7"	COMMON HACKBERRY	DEMO	
T10	7"	COMMON HACKBERRY	DEMO	
T11	7"	COMMON HACKBERRY	DEMO	
T12	7"	COMMON HACKBERRY		REMAIN
T13	7"	COMMON HACKBERRY		OFF-SITE
T14	8"	COMMON HACKBERRY		REMAIN
T15	8"	COMMON HACKBERRY		REMAIN
T16	8"	COMMON HACKBERRY	DEMO	
T17	8"	COMMON HACKBERRY		REMAIN
T18	9"	COMMON HACKBERRY	DEMO	
T19	9"	COMMON HACKBERRY		REMAIN
T20	10"	COMMON HACKBERRY		REMAIN
T21	10"	COMMON HACKBERRY	DEMO	
T22	10"	COMMON HACKBERRY		REMAIN
T23	10"	COMMON HACKBERRY	DEMO	
T24	11"	COMMON HACKBERRY		REMAIN
T25	13"	COMMON HACKBERRY		OFF-SITE
T26	13"	COMMON HACKBERRY	DEMO	
T27	14"	COMMON HACKBERRY	DEMO	
T28	14"	COMMON HACKBERRY	DEMO	
T29	15"	COMMON HACKBERRY	DEMO	
T30	15"	COMMON HACKBERRY	DEMO	
T31	16"	COMMON HACKBERRY	DEMO	
T32	16"	COMMON HACKBERRY	DEMO	
T33	6"	AMERICAN HORNBEAM	DEMO	
T159	6"	AMERICAN HORNBEAM		REMAIN
T161	6"	AMERICAN HORNBEAM		REMAIN
T162	6"	AMERICAN HORNBEAM		OFF-SITE
T34	7"	AMERICAN HORNBEAM	DEMO	
T158	7"	AMERICAN HORNBEAM		OFF-SITE
T35	8"	AMERICAN HORNBEAM	DEMO	
T36	8"	AMERICAN HORNBEAM		REMAIN
T160	10"	AMERICAN HORNBEAM		OFF-SITE
T37	12"	AMERICAN HORNBEAM		REMAIN
T38	6"	LAUREL OAK		REMAIN
T39	8"	LAUREL OAK		REMAIN
T40	9"	LAUREL OAK		REMAIN
T41	10"	LAUREL OAK		REMAIN
T42	11"	LAUREL OAK		REMAIN
T43	11"	LAUREL OAK	DEMO	
T44	11"	LAUREL OAK		REMAIN
T45	13"	LAUREL OAK	DEMO	
T46	13"	LAUREL OAK	DEMO	
T47	13"	LAUREL OAK		REMAIN
T48	13"	LAUREL OAK	DEMO	
T49	30"	LAUREL OAK	DEMO	
T50	10"	SOUTHERN LIVE OAK	DEMO	
T51	13"	SOUTHERN LIVE OAK	DEMO	
T52	15"	SOUTHERN LIVE OAK		REMAIN
T53	15"	SOUTHERN LIVE OAK		REMAIN
T54	24"	SOUTHERN LIVE OAK	DEMO	
T55	29"	SOUTHERN LIVE OAK	DEMO	
T56	30"	SOUTHERN LIVE OAK	DEMO	
T57	31"	SOUTHERN LIVE OAK	DEMO	
T58	10"	SOUTHERN MAGNOLIA	DEMO	
T59	12"	SOUTHERN MAGNOLIA		REMAIN
T60	12"	SOUTHERN MAGNOLIA	DEMO	
T61	15"	SOUTHERN MAGNOLIA	DEMO	
T62	15"	SOUTHERN MAGNOLIA	DEMO	
T63	18"	SOUTHERN MAGNOLIA	DEMO	
T64	18"	SOUTHERN MAGNOLIA	DEMO	
T65	24"	SOUTHERN MAGNOLIA	DEMO	
T66	24"	SOUTHERN MAGNOLIA	DEMO	
T67	28"	SOUTHERN MAGNOLIA		REMAIN
T68	31"	SOUTHERN MAGNOLIA	DEMO	
T69	8"	SABAL PALM	DEMO	
T70	8"	SABAL PALM		OFF-SITE
T71	9"	SABAL PALM	DEMO	
T72	9"	SABAL PALM		REMAIN
T73	9"	SABAL PALM		REMAIN
T74	9"	SABAL PALM		REMAIN
T75	9"	SABAL PALM	DEMO	
T76	9"	SABAL PALM		REMAIN
T77	9"	SABAL PALM		REMAIN
T78	9"	SABAL PALM	DEMO	
T79	9"	SABAL PALM	DEMO	
T80	9"	SABAL PALM	DEMO	
T81	9"	SABAL PALM	DEMO	
T82	9"	SABAL PALM	DEMO	
T83	9"	SABAL PALM	DEMO	
T84	9"	SABAL PALM		REMAIN
T85	9"	SABAL PALM	DEMO	
T86	9"	SABAL PALM	DEMO	
T87	9"	SABAL PALM	DEMO	
T88	9"	SABAL PALM	DEMO	
T89	9"	SABAL PALM	DEMO	
T90	9"	SABAL PALM	DEMO	
T91	10"	SABAL PALM		REMAIN
T92	10"	SABAL PALM		REMAIN
T93	10"	SABAL PALM	DEMO	
T94	10"	SABAL PALM	DEMO	
T95	10"	SABAL PALM	DEMO	
T96	10"	SABAL PALM	DEMO	
T97	10"	SABAL PALM		REMAIN
T98	10"	SABAL PALM	DEMO	
T99	10"	SABAL PALM		REMAIN
T100	10"	SABAL PALM		REMAIN
T101	10"	SABAL PALM		REMAIN
T102	10"	SABAL PALM		OFF-SITE
T103	10"	SABAL PALM	DEMO	
T104	10"	SABAL PALM	DEMO	
T105	10"	SABAL PALM	DEMO	
T106	10"	SABAL PALM	DEMO	
T107	10"	SABAL PALM	DEMO	
T108	10"	SABAL PALM	DEMO	
T109	10"	SABAL PALM		REMAIN
T110	10"	SABAL PALM	DEMO	
T111	10"	SABAL PALM	DEMO	
T112	10"	SABAL PALM	DEMO	
T113	11"	SABAL PALM	DEMO	
T114	11"	SABAL PALM	DEMO	
T115	11"	SABAL PALM		REMAIN
T116	11"	SABAL PALM	DEMO	
T117	11"	SABAL PALM	DEMO	
T118	11"	SABAL PALM	DEMO	
T119	11"	SABAL PALM	DEMO	
T120	11"	SABAL PALM		REMAIN
T121	11"	SABAL PALM		OFF-SITE
T122	11"	SABAL PALM	DEMO	
T123	11"	SABAL PALM	DEMO	
T124	11"	SABAL PALM		REMAIN
T125	11"	SABAL PALM		REMAIN
T126	11"	SABAL PALM		REMAIN
T127	11"	SABAL PALM	DEMO	
T128	11"	SABAL PALM	DEMO	
T129	11"	SABAL PALM	DEMO	
T130	11"	SABAL PALM	DEMO	
T131	11"	SABAL PALM	DEMO	
T132	12"	SABAL PALM	DEMO	
T133	12"	SABAL PALM	DEMO	
T134	12"	SABAL PALM		REMAIN
T135	12"	SABAL PALM		OFF-SITE
T136	12"	SABAL PALM	DEMO	
T137	12"	SABAL PALM		REMAIN
T138	14"	SABAL PALM	DEMO	
T139	14"	SABAL PALM	DEMO	
T140	14"	SABAL PALM		REMAIN
T141	15"	SABAL PALM	DEMO	
T142	15"	SABAL PALM		REMAIN
T143	15"	SABAL PALM	DEMO	
T144	15"	SABAL PALM		REMAIN
T145	20"	SAND PINE	DEMO	
T146	6"	GOLDENRAIN TREE	DEMO	
T147	6"	GOLDENRAIN TREE	DEMO	
T148	7"	GOLDENRAIN TREE	DEMO	
T149	11"	GOLDENRAIN TREE		REMAIN
T150	11"	GOLDENRAIN TREE	DEMO	
T151	11"	GOLDENRAIN TREE	DEMO	
T152	11"	GOLDENRAIN TREE	DEMO	
T153	12"	GOLDENRAIN TREE		REMAIN
T154	12"	GOLDENRAIN TREE	DEMO	
T155	12"	GOLDENRAIN TREE	DEMO	
T156	12"	GOLDENRAIN TREE	DEMO	
T157	14"	GOLDENRAIN TREE	DEMO	
T163	15"	GOLDENRAIN TREE		OFF-SITE

REQUIRED LANDSCAPE AREA FOR PARKING

REQUIRED LANDSCAPE AREA FOR PARKING SPACES 240 SPACES X 10 SF = 2,400 SF	2,400 SF
REQUIRED LANDSCAPE AREA FOR PARKING & CIRCULATION AREA 80,390 SF - 5,000 SF = 75,390 ÷ 50 = 1,484 SF	1,508 SF
TOTAL LANDSCAPE AREA REQUIRED	3,908 SF
LANDSCAPE AREA PROVIDED	6,327 SF

EXISTING TREE LEGEND

- AMERICAN ELM
- COMMON HACKBERRY
- AMERICAN HORNBEAM
- LAUREL OAK
- SOUTHERN LIVE OAK
- SOUTHERN MAGNOLIA
- SABAL PALM
- SAND PINE
- GOLDENRAIN TREE
- REMOVE TREE
- T69 TREE NUMBER
- TREE PROTECTION ZONE
- TREE PROTECTION AREA
- PARKING LOT LANDSCAPE AREA

MINIMUM ON SITE TREES

MINIMUM TREES REQUIRED ON SITE 235,317 SF/2500 SF = 94.1 1 TREE/DU=156	156
EXISTING TREES PRESERVED	27
EXISTING PALMS PRESERVED	23
PLANTED TREES PER LANDSCAPE PLAN	117
PLANTED PALMS PER LANDSCAPE PLAN	6
TOTAL NUMBER OF TREES ON SITE	173

SPECIMEN TREE PROTECTION

SPECIMEN TREES ON SITE	0
SITE ACREAGE	5.4
SPECIMEN TREES PER ACRE	0
SPECIMEN TREES REQUIRED TO BE PRESERVED	0
(0 TREES x 80% = 0 TREES) SEE TABLE	
SPECIMEN TREES PRESERVED	0

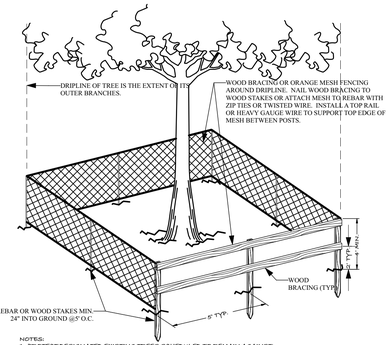
SPECIMEN TREES PER ACRE — ON-SITE PROTECTION REQUIRED

LESS THAN 3 ..... 80%
3.0 TO 5.0 ..... 65%
5.1 TO 8.0 ..... 50%
8.0 OR MORE ..... 4 PER ACRE

PROTECT DRIP LINE OR ONE FOOT OF RADIUS PER INCH OF DIAMETER, WHICHEVER IS GREATER.

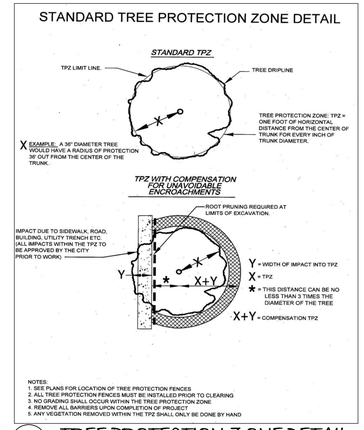
TREE PROTECTION AREA

REQUIRED TREE PROTECTION AREA 235,317 SF X 15% =35,298 SF	35,298 SF
TREE PROTECTION AREA PROVIDED	36,156 SF



NOTES:
1. PROTECT DESIGNATED EXISTING TREES SCHEDULED TO REMAIN AGAINST:
A. UNNECESSARY CUTTING, BREAKING, OR SKINNING OF ROOTS.
B. SKINNING AND BRUISING OF BARK.
C. SMOTHERING OF TREES BY STOCKPILING CONSTRUCTION OR EXCAVATION MATERIALS WITHIN DRIP LINE
D. FOOT OR VEHICULAR TRAFFIC
E. PARKING VEHICLES WITHIN DRIP LINE
2. ERECT TEMPORARY WOODEN OR REBAR BARRICADES, AS SHOWN ON THIS SHEET, BEFORE COMMENCEMENT OF ANY SITE CLEARING OR GRADING. FENCE SHALL BE INSTALLED AT THE DRIPLINE, OR 1' DISTANCE FROM THE CENTER OF THE TRUNK FOR EVERY INCH OF TREE DIAMETER, WHICHEVER IS GREATER. FENCE TO BE 4' HIGH MINIMUM WITH 2X4 POSTS AND 2-2X4 RAILS AT 2' AND 4' ABOVE GRADE AND SHALL BE SET DEEP ENOUGH IN THE GROUND TO BE STABLE WITHOUT ADDITIONAL SUPPORT. ALL FENCING SHOULD BE A MINIMUM CLEAR DISTANCE OF 6' FROM THE FACE OF ANY TREES 12" DBH OR LARGER AND SHALL FULLY ENCLOSE ALL TREES SCHEDULED TO REMAIN. NOTHING SHALL BE ATTACHED TO PROTECTIVE BARRICADES, INCLUDING BUT NOT LIMITED TO CONSTRUCTION MATERIAL, MACHINERY, CHEMICALS, OR TEMPORARY SOIL DEPOSITS. ON TREES LARGER THAN 12" DBH, BARRICADES SHALL BE NO CLOSER THAN 10' FROM FACE OF TREE. WHEN PAVING, EXCAVATION, OR HARDSCAPE MUST BE DONE WITHIN BARRICADES, BARRICADES SHALL BE MOVED BACK TO A SECONDARY LOCATION AT EDGE OF WORK. EXTRA CARE MUST BE TAKEN, AT THIS TIME, BY THE CONTRACTOR, TO ENSURE THAT NO DAMAGE TO THE TREE OCCURS.
3. BARBED WIRE FENCING IS NOT PERMISSIBLE.
4. PROVIDE WATER TO TREES, AS REQUIRED, TO MAINTAIN THEIR HEALTH DURING CONSTRUCTION WORK.
5. NO GRADE CHANGES ARE TO BE MADE WITHIN THE BARRICADES WITHOUT PRIOR APPROVAL OF THE APPROVING JURISDICTION'S FORESTER.

1 TREE PROTECTION FENCING DETAIL
N.T.S.



2 TREE PROTECTION ZONE DETAIL
N.T.S.

BURNS GOLF & LANDSCAPE DESIGN, LLC
1145 Maynard Path
The Villages, FL 32163
386 843-2805
steve@burnsgolf.com

owner:
HAMMOCK REAL ESTATE DEVELOPMENT, LLC

ZEN LIVING APARTMENTS

LANDSCAPE PLAN AND DETAILS

Ridgewood Ave. (U.S.-1) at 3rd. St., Holly Hill, Volusia County, Florida

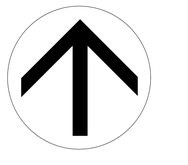
Zen Living RPUD Rezone

revisions:

NO.	DATE	DESCRIPTION	BY
A	11/14/22	REVISE PER CITY COMMENTS	SRB



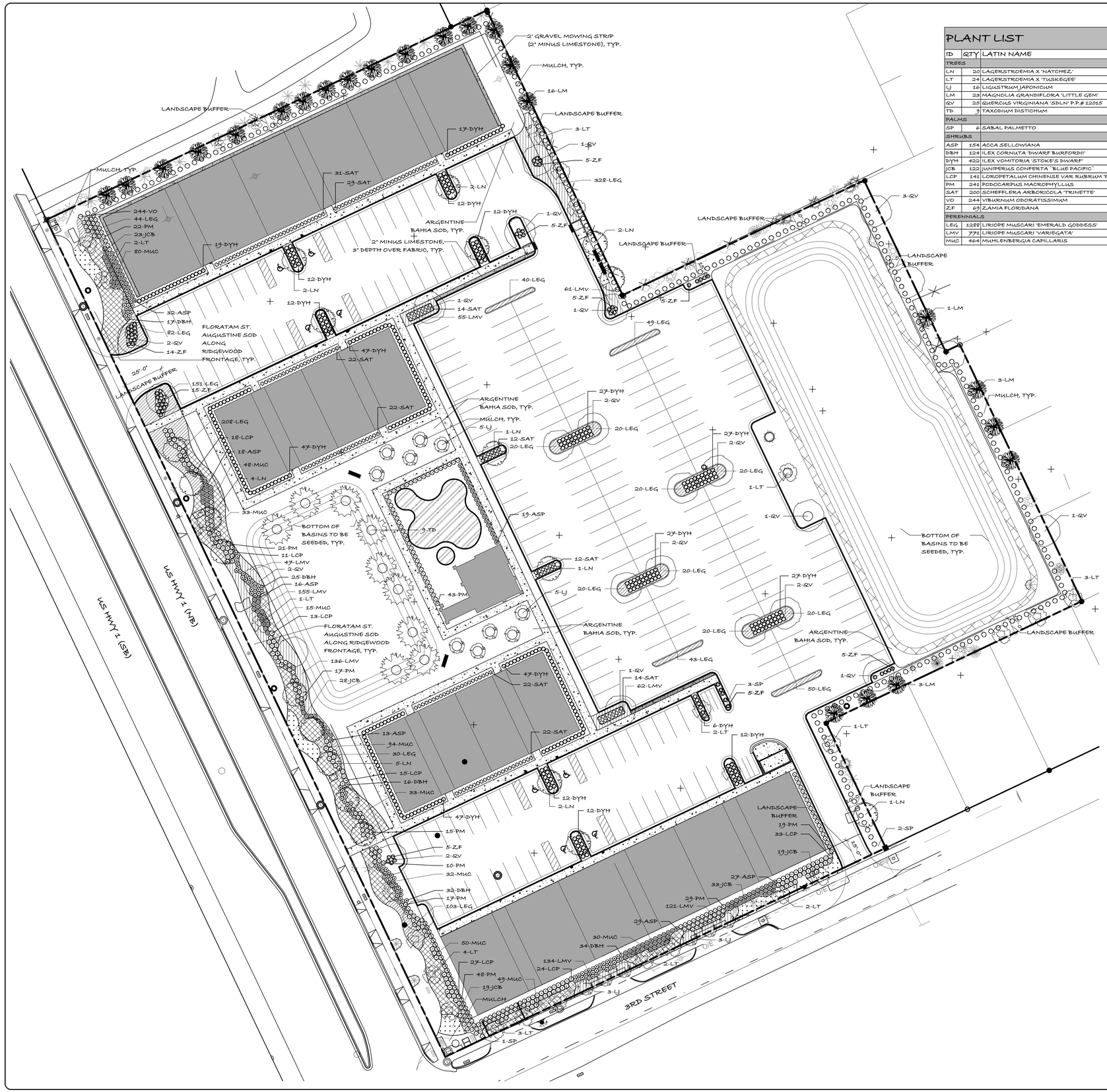
Digitally signed by Stephen R. Burns
Date: 2022.11.14 12:12:34 -05'00'



TREE PROTECTION PLAN

SHEET 1 OF 3

Attachment: Landscaping 1 (2023-O-3054 : Zen Living RPUD)



PLANT LIST

ID	QTY	LATIN NAME	COMMON NAME	SIZE	COMMENTS
TREES					
LN	20	LAGERSTROEMIA X 'NATCHEZ.'	NATCHEZ CRAPEMYRTLE	65 GAL.	2.5" CAL., MIN. 12' HT., STD.
LT	24	LAGERSTROEMIA X 'TUSKEGEE'	TUSKEGEE CRAPE MYRTLE	65 GAL.	2.5" CAL., MIN. 12' HT., STD.
LJ	16	LIGUSTRUM JAPONICUM	JAPANESE PRIVET TREE FORM	65 GAL.	6' HT., 6' SP., PRUNED
LM	23	MAGNOLIA GRANDIFLORA 'LITTLE GEM'	DWARF SOUTHERN MAGNOLIA	45 GAL.	2" CAL., MIN. 8' HT.
QV	25	QUERCUS VIRGINIANA 'SDLN' P.P.# 12015'	CATHEDRAL OAK(R)	100 GAL.	2.5" CAL., MIN. 10' HT.
TD	9	TAXODIUM DISTICHUM	BALD CYPRESS	45 GAL.	2.5" CAL., MIN. 10' HT.
PALMS					
SP	6	SABAL PALMETTO	CABBAGE PALM	14' C.T.	DEBOOTED
SHRUBS					
ASP	154	ACCA SELLOWIANA	PINEAPPLE GUAVA	7 GAL.	30" MIN. HT., 18" SP., FULL, 30" O.C.
DBH	124	ILEX CORNUTA 'DWARF BURFORDII'	DWARF BURFORD HOLLY	7 GAL.	30" HT., 18" SP., 30" O.C.
DYH	422	ILEX VOMITORIA 'STOKE'S DWARF'	DWARF YAUPON HOLLY	3 GAL.	10" HT., 14" SP., 30" O.C.
JCB	122	JUNIPERUS CONFERTA `BLUE PACIFIC`	BLUE PACIFIC SHORE JUNIPER	3 GAL	4" HT., 16" SP., 36" O.C.
LCP	141	LOROPETALUM CHINENSE VAR RUBRUM 'PLUM DELIGHT'	'PLUM DELIGHT' CHINESE FRINGE FLOWER	7 GAL.	30" HT., 18" SP., FULL, 30" O.C.
PM	241	PODOCARPUS MACROPHYLLUS	JAPANESE YEW	7 GAL	30" HT., 14" SP., FULL, 30" O.C.
SAT	200	SCHEFFLERA ARBORICOLA 'TRINETTE'	TRINETTE SCHEFFLERA	3 GAL.	18" HT., 12" SP., FULL, 30" O.C.
VO	244	VIBURNUM ODORATISSIMUM	SWEET VIBURNUM	15 GAL.	4' HT., 3' SP., FULL, 5' O.C.
ZF	69	ZAMIA FLORIDANA	COONTIE	3 GAL.	18" SP., FULL, 30" O.C.
PERENNIALS					
LEG	1288	LIRIOPE MUSCARI 'EMERALD GODDESS'	EMERALD GODDESS LILYTURF	1 GAL.	10-12 PPP, 12" HT., 18" O.C.
LMV	771	LIRIOPE MUSCARI 'VARIEGATA'	VARIEGATED LILYTURF	1 GAL.	10-12 PPP, 12" HT., 18" O.C.
MUC	464	MUHLENBERGIA CAPILLARIS	PINK MUHLY GRASS	1 GAL.	10" HT., 10" SP., 30" O.C.

BURNS GOLF & LANDSCAPE DESIGN, LLC
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386 843-2805
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owner:
HAMMOCK REAL ESTATE DEVELOPMENT, LLC

ZEN LIVING APARTMENTS

LANDSCAPE PLAN AND DETAILS

Ridgewood Ave. (U.S.-1) at 3rd. St., Holly Hill, Volusia County, Florida

revisions:

NO.	DATE	DESCRIPTION	BY
A	11/14/22	REVISE PER CITY COMMENTS	SRB

Digitally signed by Stephen R. Burns
Date: 2022.11.14 12:13:11 -05'00'

0 15 30 45 60 75 90
GRAPHIC SCALE IN FEET

LANDSCAPE PLAN

SHEET 2 OF 3

Attachment: Landscaping 2 (2023-O-3054 : Zen Living RPUD Rezone)

LANDSCAPE SPECIFICATIONS

1. CALL BEFORE YOU DIG: CONTRACTOR SHALL CONTACT SUNSHINE 811 (CALL 811), TO LOCATE UTILITIES, PRIOR TO ANY EXCAVATION. CONTRACTOR SHALL NOT PLANT TREES WITHIN 3' OF UNDERGROUND UTILITIES WITHOUT PRIOR WRITTEN PERMISSION FROM OWNER'S REPRESENTATIVE. CONTRACTOR SHALL HAND DIG WHERE POSSIBLE UTILITY CONFLICTS EXIST.

2. QUALITY OF WORK: LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE MAY REJECT PLANT MATERIAL OR WORKMANSHIP WHICH DOES NOT MEET THESE SPECIFICATIONS.

3. PLANT MATERIAL: ALL PLANT MATERIAL SHALL BE FLORIDA #1 OR BETTER AS DEFINED IN THE MOST RECENT "FLORIDA GRADES AND STANDARDS FOR NURSERY PLANTS," PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.

4. PLANT SIZE: GALLONAGE SPECIFIED FOR PLANTS IS THE MINIMUM ACCEPTABLE CONTAINER SIZE. PLANTS SHALL ALSO MEET THE SPECIFIED CALIPER AND OTHER PHSICAL DIMENSIONS.

5. PLANT SELECTION: CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT AND OWNER'S REPRESENTATIVE OF THE PLANT SOURCE LOCATION AT LEAST 72 HOURS PRIOR TO PURCHASING PLANT MATERIAL. THEY MAY ACCOMPANY CONTRACTOR TO THE NURSERY TO REVIEW TAGGED PLANT MATERIAL. IN ANY CASE, CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE PLANT MATERIAL QUALITY.

6. MULCH: PLANT BEDS SHALL BE TOP DRESSED WITH A 3" THICH LAYER OF GRADE "B" OR BETTER PINE BARK MULCH. UNLESS OTHERWISE NOTED, TREES NOT IN BEDS SHALL HAVE A 5' DIAMETER MULCH RING.

7. SOD: UNLESS OTHERWISE NOTED, SOD SHALL BE FLORATAM ST. AUGUSTINE. SOD SHALL BE LAID WITH NO GAPS BETWEEN SOD, AND SHALL BE ROLLED UPON INSTALLATION. QUANTITY TAKEOFFS ARE THE CONTRACTOR'S RESPONSIBILITY. THE CONTRACTOR SHALL ENSURE THE SOD IS WEED FREE UPON INSTALLATION, AND FOR THE DURATION OF THE 90 DAY MAINTENANCE PERIOD.

8. FERTILIZER: CONTRACTOR SHALL APPLY OSMOCOTE SLOW RELEASE FERTILIZER, OR EQUIVALENT, TO ALL PLANTING BEDS, AT LABEL RATES FOR THE TYPE OF PLANTS INSTALLED.

9. PLANTING SOIL: CONTRACTOR SHALL VERIFY THAT SOIL CONDITIONS ARE SUITABLE FOR THE SPECIFIED PLANTS. CONTRACTOR SHALL IMMEDIATELY NOTIFY LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE IF SOIL CONDITIONS ARE UNSUITABLE FOR PLANT HEALTH. THE CONTRACTOR SHALL REMOVED LIME ROCK, CONCRETE AND OTHER DELETERIOUS DEBRIS FROM PLANTING BEDS OR EXCAVATE AND REPLACE CONTAMINATED SOIL WITH SUITABLE PLANTING SOIL. PLANTING SOIL SHOULD HAVE A pH BETWEEN 5.8 AND 7.5.

10. TOPSOIL: INSTALLED TOPSOIL SHALL BE FREE FROM WEEDS, SEEDS, INSECTS, CLAY, HARD PAN, HARD CLODS OR STONES IN EXCESS OF 1" DIAMETER, AND OTHER MATERIAL HARMFUL TO GROWTH.

11. QUANTITIES: WHERE THE QUANTITIES SHOWN IN THE PLANT LIST VARY FROM THOSE SHOWN ON THE PLAN, THE PLAN SHALL GOVERN.

12. SUBSTITUTIONS: NO SUBSTITUTIONS SHALL BE ALLOWED WITHOUT THE PRIOR WRITTEN CONSENT OF THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE.

13. PERCOLATION: CONTRACTOR SHALL PERFORM PERCOLATION TESTS IN ALL PHOENIX SPP. PALM TREE PLANTING PITS. ARRANGE FOR THE OWNER'S REPRESENTATIVE TO ATTEND THE TESTS.

14. EXISTING VEGETATION: IF EXISTING VEGETATION, THAT IS SHOWN TO REMAIN, CONFLICTS WITH PROPOSED PLANTING, IMMEDIATLY NOTIFY THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE FOR RESOLUTION.

15. UNFORESEEN CONDITIONS: IF UNFORSEEN CONDITIONS EXIST, THAT INTERFERE WITH PROPER INSTALLATION OF THE WORK, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE.

16. WEEDS: CONTRACTOR SHALL WEED ALL AREAS PRIOR TO THE INSTALLATION OF PLANTS AND MULCH. CONTRACTOR SHALL KEEP ALL AREAS WEED FREE FOR THE DURATION OF THE 90 DAY MAINTENANCE PERIOD.

17. GRADING: CONTRACTOR SHALL FINE GRADE ALL AREAS TO BE PLANTED OR SODDED TO ELIMINATE SURFACE IRREGULARITIES, REPAIR AND REGRADE WASHOUT AREAS, AND OTHERWISE MAINTAIN GRADE UNTIL FINAL ACCEPTANCE OF THE PROJECT. CONTRACTOR SHALL ENSURE THE WORK DOES NOT INTERRUPT EXISTING OR PROPOSED DRAINAGE PATTERNS AND SHALL NOTIFY THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE OF ANY ISSUES. ALL AREAS SHALL DRAIN AWAY FROM STRUCTURES, ONLESS OTHERWISE INDICATED.

18. STAKING: TREES AND PALMS SHALL BE STAKED PER THE DETAILS. ALTERNATE STAKING METHODS SHALL BE SUBMITTED FOR APPROVAL. CONTRACTOR, AT THEIR OWN COST, SHALL STRAIGHTEN, REPAIR OR REPLACE ANY PLANT MATERIAL DAMAGED AS A RESULT OF IMPROPER STAKING.

19. BED LINES: CONTRACTOR SHALL EDGE BED LINES IN SMOOTH, FLOWING CURVES OR STRAIGHT LINES AS INDICATED ON THE PLANS.

20. ROOT BARRIER: ROOT BARRIER SHALL BE INSTALLED AT AN APPROPRIATE DISTANCE AWAY FROM TREES WHERE ROOTS MAY POTENTIALLY DISTURB INFRASTRUCTURE.

21. LANDSCAPE EDGING: CONTRACTOR SHALL INSTALL METAL EDGING BETWEEN ALL PLANTING BEDS AND SOD. EDGING SHALL BE STEEL OR ALUMINUM, BLACK OR BROWN IN COLOR, WITH MINIMUM DIMENSIONS OF 3/16" X 4". 15" METAL ANCHOR STAKES SHALL BE INSTALLED ON THE INSIDE.

22. PEA GRAVEL: CONTRACTOR SHALL INSTALL AN 18" WIDE BAND OF PEA GRAVEL, AROUND BUILDING PERIMETER, WHERE INDICATED. ROCK SHALL BE 1/8"-3/8" DIAMETER, INSTALLED TO A 3" DEPTH OVER WEED CONTROL FABRIC, WITH FINISH GRADE MATCHING THE SURROUNDING AREA.

23. WEED BARRIER FABRIC: AREAS OF PEA GRAVEL ROCK SHALL HAVE WEED BARRIER FABRIC INSTALLED UNDERNEATH THE ROCK. FABRIC SHALL CONFORM TO ASTM STANDARDS FOR MASS, BREAKING LOAD, PUNCTURE RESISTANCE, TEAR STRENGTH, WATER PERMEABILITY AND ULTRAVIOLET DETERIORATION. PLASTIC FABRICS ARE NOT ACCEPTABLE.

24. NATURAL AREAS: CONTRACTOR SHALL CLEAN UP PRESERVED NATURAL AREAS, OTHER THAN WETLAND BUFFERS. DEAD BRANCHES AND PALM FRONDS SHALL BE PRUNED, THE AREA SHALL BE CLEANED OF DEBRIS AND WEEDS, AND THE AREA SHALL BE MULCHED TO A DISTANCE OF 5'.

25. WILDLIFE NOTIFICATION: NOTIFY LANDSCAPE ARCHITECT OF THE PRESENCE OF DEER OR NUISANCE ANIMALS SO PROPER PLANT SUBSTITUTIONS MAY BE MADE. LANDSCAPE ARCHITECT SHALL NOT BE HELD RESPONSIBLE FOR DAMAGES TO PROPOSED PLANT MATERIAL CAUSED BY DEER OR OTHER ANIMALS.

26. RECORD DRAWINGS: CONTRACTOR SHALL PROVIDE AS-BUILT DRAWINGS, OF THE IRRIGATION AND LANDSCAPE IMPROVEMENTS PRIOR TO FINAL ACCEPTANCE OF THE WORK.

27. FINAL ACCEPTANCE: CONTRACTOR SHALL CONTACT OWNER'S REPRESENTATIVE TO SCHEDULE A PUNCH-LIST INSPECTION TO INCLUDE A WALK-THROUGH AND ACCEPTANCE OF THE WORK BY THE LANDSCAPE ARCHITECT. UNACCEPTABLE WORK SHALL BE CORRECTED AND RE-INSPECTED PRIOR TO FINAL ACCEPTANCE.

28. MAINTENANCE: CONTRACTOR SHALL MAINTAIN THE LANDSCAPE FOR 90 DAYS AFTER FINAL ACCEPTANCE. MAINTENANCE SHALL INCLUDE MOWING, WATERING, PRUNING, WEEDING, MULCHING AND REPLACEMENT OF DEAD OR DYING PLANT MATERIAL.

29. GUARANTEE: CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR ONE YEAR FROM FINAL ACCEPTANCE. CONTRACTOR IS NOT RESPONSIBLE FOR PLANTS DAMAGED BY FIRE, FLOOD, LIGHTENING, FREEZING TEMPERATURES, WIND OVER 50 MPH, NATURAL DISASTER, VANDALISM, OR OWNER NEGLIGENCE.

IRRIGATION NOTES

1. AN AUTOMATIC TIME CONTROLLED IRRIGATION SYSTEM, WITH A RAIN SENSOR, SHALL BE INSTALLED TO PROVIDE 100% HEAD TO HEAD COVERAGE OF ALL NEW PLANTINGS.

SODDING, SEEDING & MULCHING NOTES

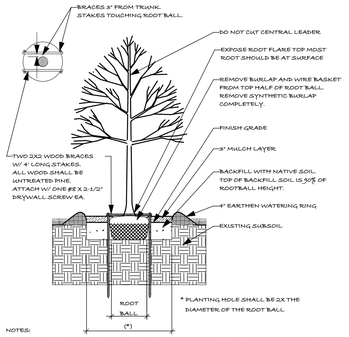
1. SCOPE OF WORK: THE WORK IN THIS SECTION CONSISTS OF FURNISHING AND COMPLETELY INSTALLING SOD, OR SEED AND MULCH OVER THE LIMITS CALLED FOR ON THE CONSTRUCTION DRAWINGS. AT A MINIMUM, ALL WORK SHALL MEET THE MINIMUM SPECIFICATIONS OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, AS OUTLINED IN SECTIONS 570 (GRASSING BY SEEDING) AND 575 (SODDING). IN ADDITION, ALL WORK SHALL MEET THE MINIMUM REQUIREMENTS OF THE APPROVING JURISDICTION.

2. MATERIALS: GRASS SEED SHALL BE A MIXTURE OF:

PENSACOLA BAHIA (USE 50% SCARIFIED SEED)	50%
HULLED BERMUDA	25%
BROWN TOP MILLET (SPRING & SUMMER) OR ANNUAL RYE GRASS (FALL & WINTER)	25%

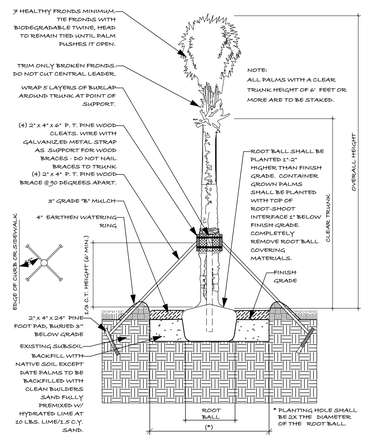
SEED SHALL BE PRE-MIXED BY A SEED COMPANY TO THE PERCENTAGES DESCRIBED ABOVE, WITH CERTIFICATION PROVIDED TO THE OWNER'S REPRESENTATIVE PRIOR TO USE. MULCH SHALL BE STRAW OR HAY CONSISTING OF OATS, RYE, OR WHEAT STRAW, OR OF PANGOLA, PEANUT, COASTAL BERMUDA, OR BAHIA GRASS HAY. MULCH SHALL BE FREE FROM WEEDS AND OTHER UNDESIRABLE GRASS.

3. METHODS: GRASSING SHALL BE DONE IMMEDIATELY UPON COMPLETION OF THE FINE GRADING OPERATION. HOWEVER, NO SEEDING SHALL BE DONE WHEN THE GROUND IS UNDULY WET. THE RATE OF SPREAD FOR THE SEED MATERIAL SHALL BE 130 POUNDS PER ACRE. APPROXIMATELY 1" LOOSED THICKNESS OF MULCH MATERIAL SHALL BE 1.5 BALES PER 1000 S.F. THE MULCH MATERIAL SHALL BE CUT INTO THE SOIL WITH A DISC HARROW OR OTHERWISE ANCHORED DOWN. CONTRACTOR MAY REQUEST AN OPTION TO INSTALL HYDROSEEDING. WATER THE GROUND, PRIOR TO LAYING SOD, SUCH THAT THE TOP 1/2" OF SOIL IS MOIST. UNDER NO CIRCUMSTANCES SHALL SOD BE PLACED ON DRY SOIL.



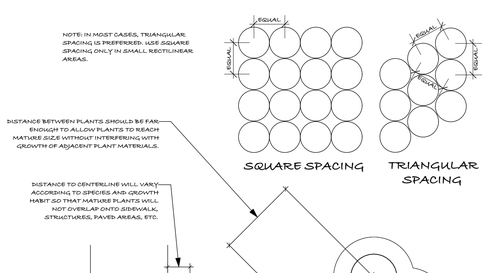
NOTES:
1. UNLESS OTHERWISE NOTED, DO NOT PLACE ANY SOIL OVER THE ROOT BALL. WHEN PLANTED, BACKFILL SOIL SHOULD BE APPROXIMATELY 2-3" BELOW THE TOP OF THE ROOT BALL (90-95% OF ROOT BALL HEIGHT IN WELL-DRAINED SOILS). IN POORLY DRAINED SOIL PLANT HIGHER AND MOUND UP TO THE TREE.
2. THE TOP-MOST ROOT SHOULD ORIGINATE FROM THE TRUNK AT THE SOIL SURFACE OR WITHIN THE TOP INCH OF SOIL IN THE ROOT BALL. THE TRUNK FLARE SHOULD BE VISIBLE.
3. MULCH SHOULD COVER ONLY THE EDGE OF THE ROOT BALL.
4. LOCATE THE IRRIGATION DEVICE SO IT DELIVERS WATER DIRECTLY TO THE ROOT BALL. THERE IS USUALLY NO NEED TO WATER AREAS OUTSIDE THE ROOT BALL (EXCEPT FOR OTHER PLANTS).
5. NO AMENDMENTS OF ANY KIND ARE NECESSARY IN THE BACKFILL SOIL.
6. NO SOIL BERM IS NEEDED IF TREES WILL BE IRRIGATED WITH A LOW-VOLUME DEVICE. HOWEVER, IF THE ROOT BALL IS FINER TEXTURE THAN THE BACKFILL SOIL, PLACE THE BERM AT THE EDGE OF THE ROOT BALL TO ENSURE THAT WATER PERCOLATES INTO THE ROOT BALL.

1 TREE PLANTING DETAIL
N.T.S.

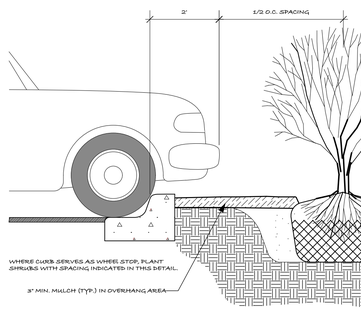


PLANTING NOTES:
1. UNLESS OTHERWISE NOTED (FOR CONTAINERS), DO NOT PLACE ANY SOIL OVER THE ROOT BALL. WHEN PLANTED, BACKFILL SOIL SHOULD BE APPROXIMATELY 2-3" BELOW THE TOP OF THE ROOT BALL (90-95% OF ROOT BALL HEIGHT IN WELL-DRAINED SOILS). IN POORLY DRAINED SOIL PLANT HIGHER AND MOUND UP TO THE TREE.
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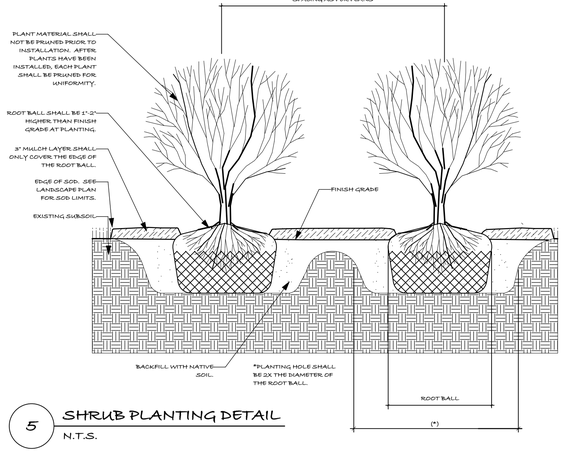
2 PALM TREE PLANTING DETAIL
N.T.S.



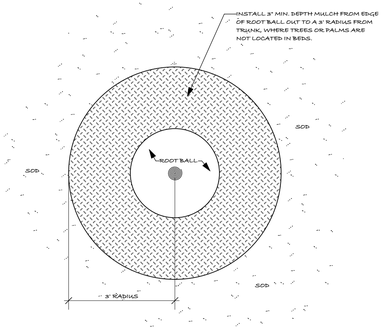
3 SHRUB SPACING DETAIL
N.T.S.



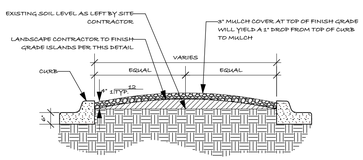
4 HEDGE PLANTING ADJACENT TO PARKING
N.T.S.



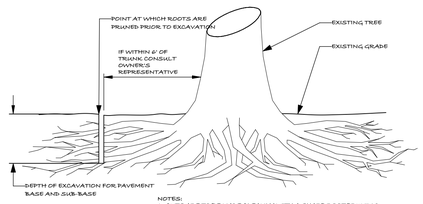
5 SHRUB PLANTING DETAIL
N.T.S.



6 TREE MULCHING DETAIL
N.T.S.

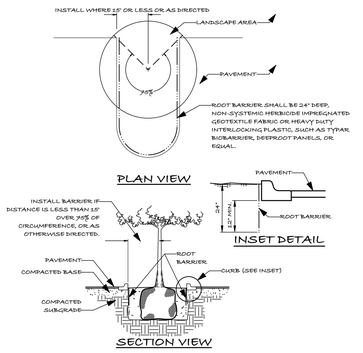


7 LANDSCAPE ISLAND GRADING DETAIL
N.T.S.



NOTES:
1. CUTS ARE TO BE MADE CLEANLY WITH A SHARP ROOT PRUNING TOOL (SUCH AS A BOSCO OR VERMEER ROOT PRUNER).
2. INSTALL ORANGE PLASTIC MESH TREE BARRIER, WITH REBAR SUPPORTS, AT POINT OF PRUNING AND CONTINUE COMPLETELY AROUND TREE, PROTECTING THE AREA WITHIN THE DRIP LINE (EXTENT OF OUTER BRANCHES).

8 ROOT PRUNING DETAIL
N.T.S.



9 ROOT BARRIER DETAIL
N.T.S.

BURNS GOLF & LANDSCAPE DESIGN, LLC
1145 Maynard Path
The Villages, FL 32163
386 843-2805
steve@burnsgolf.com

owner:
HAMMOCK REAL ESTATE DEVELOPMENT, LLC

ZEN LIVING APARTMENTS

LANDSCAPE PLAN AND DETAILS

Ridgewood Ave. (U.S.-1) at 3rd. St., Holly Hill, Volusia County, Florida

revisions:

NO.	DATE	DESCRIPTION	BY
A	11/14/22	REVISE PER CITY COMMENTS	SRB

BURNS GOLF & LANDSCAPE DESIGN, LLC STEPHEN R. BURNS LA 986 STATE OF FLORIDA

Digitally signed by Stephen R. Burns
Date: 2022.11.14 12:13:47 -05'00'

DETAILS

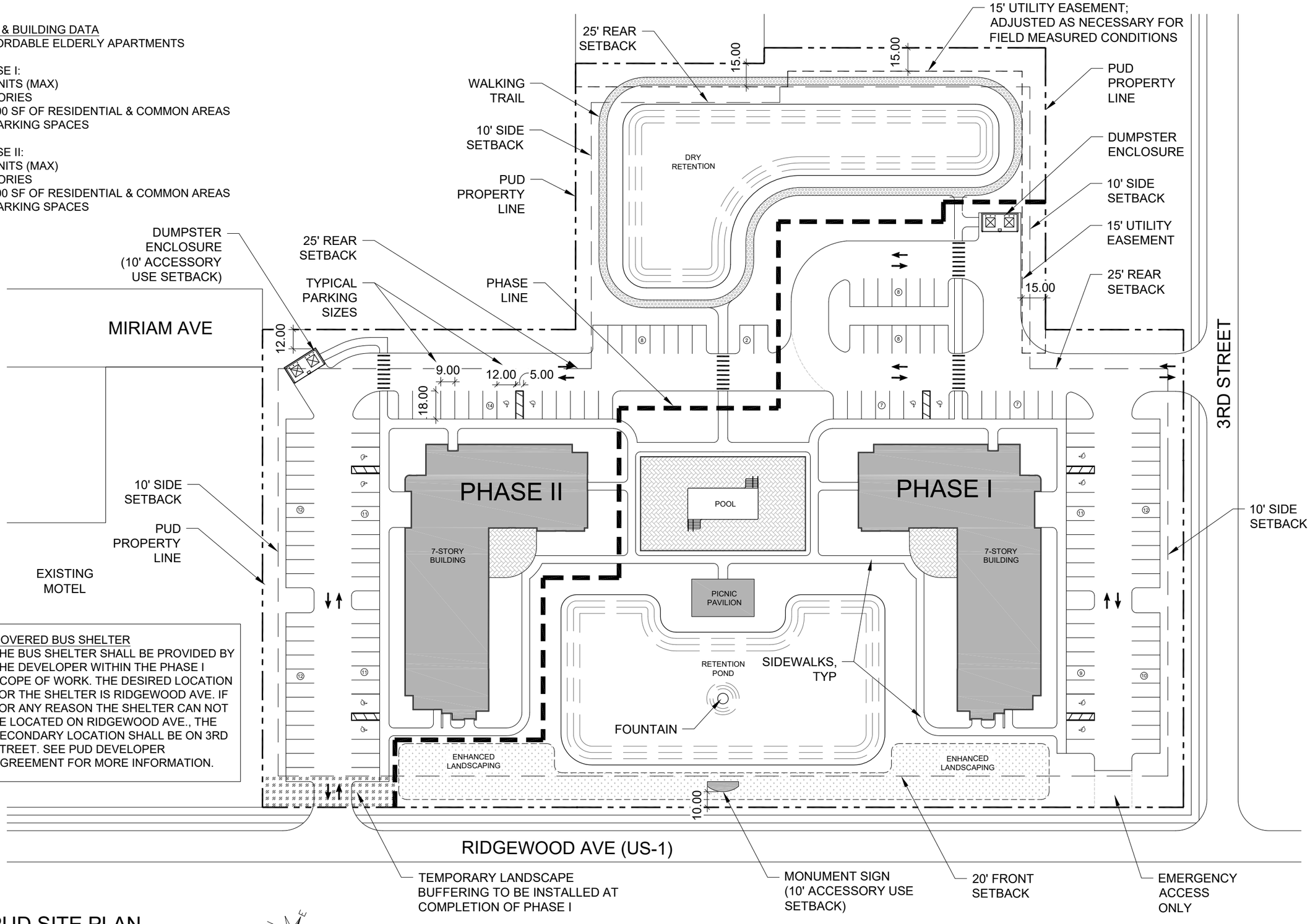
SHEET 3 OF 3

Attachment: Landscaping 3 (2023-O-3054 : Zen Living RPUD Rezone)

SITE & BUILDING DATA
AFFORDABLE ELDERLY APARTMENTS

PHASE I:
86 UNITS (MAX)
7 STORIES
76,000 SF OF RESIDENTIAL & COMMON AREAS
72 PARKING SPACES

PHASE II:
86 UNITS (MAX)
7 STORIES
76,000 SF OF RESIDENTIAL & COMMON AREAS
70 PARKING SPACES



COVERED BUS SHELTER
THE BUS SHELTER SHALL BE PROVIDED BY THE DEVELOPER WITHIN THE PHASE I SCOPE OF WORK. THE DESIRED LOCATION FOR THE SHELTER IS RIDGEWOOD AVE. IF FOR ANY REASON THE SHELTER CAN NOT BE LOCATED ON RIDGEWOOD AVE., THE SECONDARY LOCATION SHALL BE ON 3RD STREET. SEE PUD DEVELOPER AGREEMENT FOR MORE INFORMATION.

1 PUD SITE PLAN

SCALE: 1" = 60'

OWNER: BLACKRIVER, LLC
2101 JOHN ANDERSON DR
ORMOND BEACH FL 32176

CONTACT: PARAMETRIC DESIGN & DEVELOPMENT, LLC

ADDRESS: 3RD STREET & US-1
HOLLY HILL, FL 32117

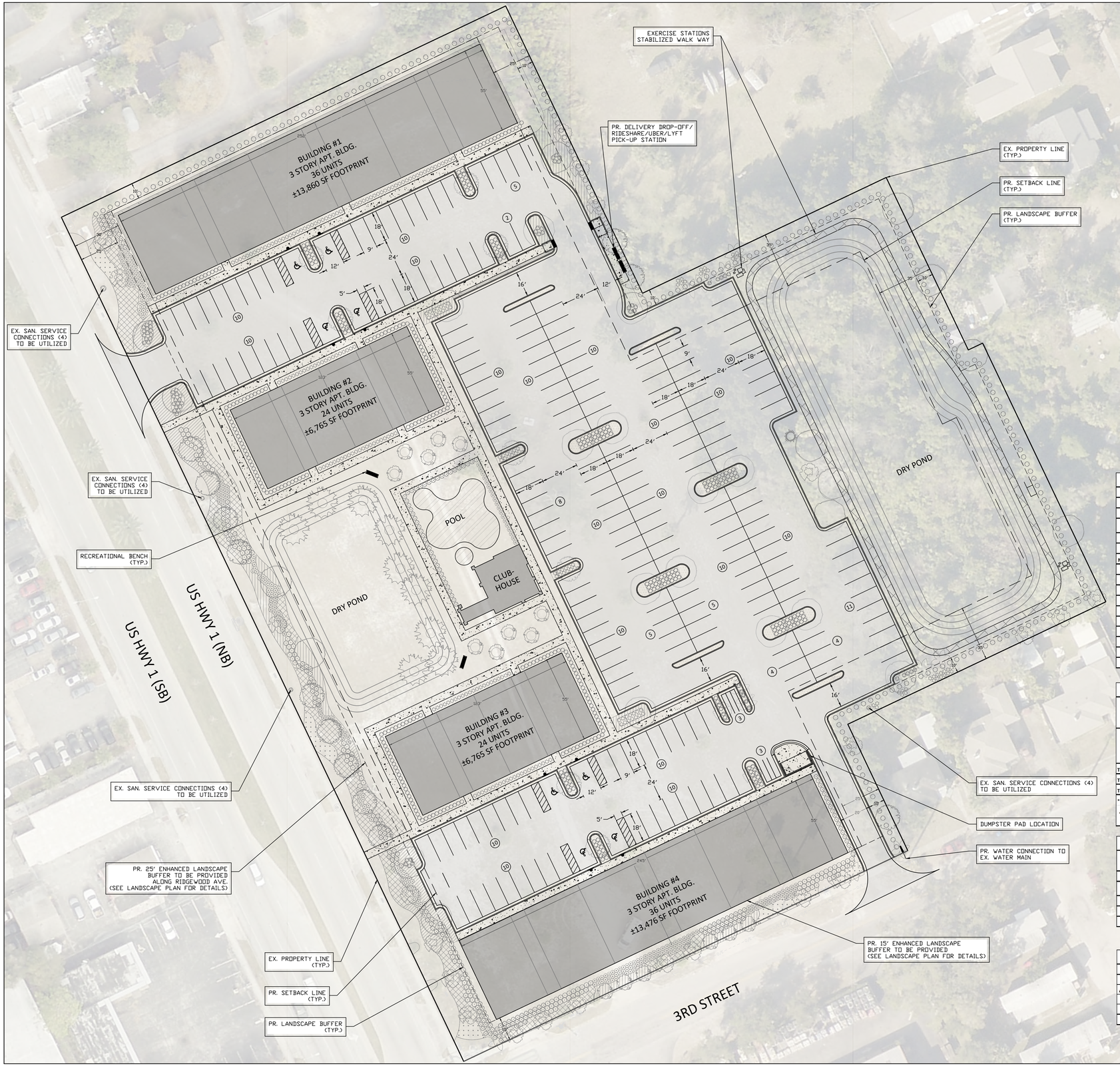
CITY: HOLLY HILL

SHEET TITLE: PUD SITE PLAN

PROJECT: MADISON BAY
SENIOR AFFORDABLE HOUSING

Attachment: Current Prelim Plan (2023-O-3054 : Zen Living RPUD Rezone)

DATE: 07/29/19	
REV. NO.	DAT
10/08/19	01
SHEET:	



N

30 15 0 30 60

SCALE IN FEET

ABBREVIATIONS

EX	EXISTING
PR	PROPOSED
C&G	CURB AND GUTTER
TC	TOP OF CURB
FC	FACE OF CURB
EOP	EDGE OF PAVEMENT
TW	TOP OF WALL
BW	BOTTOM OF WALL
ME	MATCH EXISTING
FFE	FINISHED FLOOR ELEVATION
GR EL	GROUND/GRATE ELEVATION
INV	INVERT
BOT	BOTTOM
TOP	TOP
NWL	NORMAL WATER LEVEL
TRT	TREATMENT ELEVATION
DBL	DOUBLE
RW	RECLAIMED WATER LINE
WL	WATER LINE
SS	STORM SEWER
SAN	SANITARY
GM	GRAVITY MAIN
FM	FORCE MAIN
GV	GATE VALVE
CV	CHECK VALVE
DIP	DUCTILE IRON PIPE
RCP	REINF. CONC. PIPE
PVC	PVC PIPE
HDPE	HDPE PIPE

LEGEND

- PROPERTY LINE
- ADA ACCESSIBLE PATH
- STORM SEWER PIPE
- SANITARY SEWER PIPE
- WATER MAIN
- SILT FENCE
- TREE PROTECTION BARRICADE
- GRADE HIGH POINT
- PROPOSED CONTOUR
- EXISTING CONTOUR
- BOTTOM OF POND
- TOP OF POND
- FIRE HYDRANT
- RUNOFF FLOW DIRECTION
- DRAINAGE INLET
- MITERED END SECTION
- PARKING SPACE NUMBER #
- MANHOLE
- SANITARY CLEAN OUT
- WATER METER BOX
- GATE VALVE
- OPEN SPACE SET ASIDE
- CONCRETE AREA
- SPOT GRADE ELEVATION

NOTES:

1. THE SCALE OF THIS PLAN SHEET MAY HAVE CHANGED DUE TO REPRODUCTION, INCLUDING PDF FLATTENING. THE SCALE IS INTENDED TO FOR FULL SIZED 24" X 36" SHEETS.

SITE INFORMATION TABLE

	ALLOWED/REQUIRED	PROPOSED
ZONING	N/A	PUD
FLUM	MIXED USE II	MIXED USE II
SITE SIZE	2 AC	5.40 AC
MAX. DENSITY	32 DU/AC*	22.22 DU/AC
MIN. SIZE OF DU	574 SF*	715 SF
MIN. FRONT SETBACK (US-1)	20 FT*	30 FT
MIN. REAR SETBACK	25 FT*	25 FT
MIN 3RD ST. SETBACK	10 FT*	15 FT
MIN. SIDE SETBACK	10 FT*	10 FT
MAX. BLDG. HEIGHT	80 FT*	37 FT
OPEN SPACE (MIN.)	2.16 AC	1.65 AC
OPEN SPACE RATIO (MIN.)	40 %	46 %
IMPERVIOUS AREA (MAX.)	3.24 AC	3.24 AC
IMPERVIOUS RATIO (MAX.)	60 %	59.98 %
PERVIOUS RATIO (MIN.)	40 %	40.02 %

* PER PUD ORDINANCE 3022

PROPOSED OPEN SPACE TABLE

GENERAL OPEN SPACE	LANDSCAPE BUFFER	24247	SF
	POND AREA	31883	SF
	NON-COMMON OPEN AREA (NCOA)	15869	SF
COMMON OPEN	POOL/CLUB HOUSE	4422	SF
	SIDEWALK	10628	SF
	POND PERIMETER	22128	SF
TOTAL GENERAL OPEN SPACE		30.61% 71999	SF
TOTAL COMMON OPEN SPACE		29.36% 69061	SF
TOTAL OPEN SPACE		46.41% 109177	SF

* PERV. COVER = TOTAL GENERAL + POND PERIMETER

** A 10' STRIP OF THE ENHANCED LANSCAPE BUFFER BETWEEN THE TWO SIDEWALKS CONNECTING TO THE PUBLIC SIDEWALKS WAS UTILIZED TOWARDS THE POND PERIMETER CALCULATION.

BUILDING INFORMATION TABLE

BUILDING #	FOOTPRINT AREA		DWELLING UNITS 1BR	2BR	TOTAL	ROOMS
1	13860	SF	6	30	36	66
2	6765	SF	24	0	24	24
3	6765	SF	24	0	24	24
4	13746	SF	6	30	36	66
TOTAL	41136	SF	60	60	120	180

PARKING SUMMARY TABLE

	PROPOSED	ALLOWED/REQUIRED
REGULAR SPACES	226	NA
ADA DESIGNATED SPACES	8	7
MOTORCYCLE SPACES	6	NA
TOTAL SPACES	240	240

* PER CODE PARKING RATE 1.5 2 PARKING SPACES / DU

811 Know what's below. Call before you dig.

MetaWorld Civil Consulting
ENGINEERING SOLUTIONS
3930 S. NOVA RD., SUITE 104
PORT ORANGE, FL 32127
(386) 944-9737 | www.metaworldengineering.com

2022.10.27
AMIR H. MALEK, PE
FLORIDA PE #72482

OVERALL CONCEPT PLAN

ZEN LIVING APARTMENTS
RIDGEWOOD AVE. (US-1) AT 3RD ST.
HOLLY HILL, FL

KAYAK HOTELS GROUP

PROJECT NO: 209.001
DESIGNED BY: MHS/AHM
REVIEWED BY: AHM
PLOTTED BY: RYAN TURNER
PLOT DATE: 10/28/2022 11:10 AM

SHEET NO.
CP

C:\USERS\RYAN\TURNER\BOX\METAWORLD DRIVE\209 - KAYAK HOTELS GROUP\CAD\PLAN-SITE01.DWG

Attachment: Proposed Prelim Dev Plan - 11.18.2022 (2023-O-3054 : Zen Living RPUD Rezone)

VOLUSIA COUNTY SCHOOLS

Carmen J. Balgobin, Ed.D
Superintendent of Schools

School Board of Volusia County

Mr. Ruben Colón, Chairman
Ms. Jamie M. Haynes, Vice Chairman
Mrs. Anita Burnette
Mrs. Linda Cuthbert
Mr. Carl Persis

School Adequate Capacity Determination
Finding of Adequate Capacity Letter

September 20, 2022

Mr. Kalpak Shah
Kayak Hotels Group
12705 Wyndham West Dr.
Glen Allen, VA 23059

RE : Madison Bay – City of Holly Hill
School Capacity Review #22-09-06-001-A

Dear Mr. Shah:

The County Charter requires any Comprehensive Plan Amendment or Rezoning that allows increased residential density to be effective only when adequate public schools can be timely planned and constructed to serve the projected increase in student population. The district uses this requirement as the guiding principle behind the school adequate capacity review.

District staff reviewed the updated information for the proposed Madison Bay associated with 5.4 +/- acres of property located at or near the intersection of 3rd St and US Hwy 1 within Holly Hill city limits. Proposed project would provide for one hundred and fifty-six (156) multi-family apartment units.

The district uses a county wide Student Generation Rate (SGR) of (0.127) per multi-family dwelling unit to calculate projected students. By applying the SGR to the use types in Table 1 below, the project could generate twenty (20) full time students.

Table 1

UNIT TYPE	SGR	UNIT COUNT	STUDENTS GENERATED
Single Family Dwelling Unit	0.273	0	0
Multifamily Dwelling Unit	0.127	156	20
Manufactured Home Dwelling Unit	0.047	0	0
	Total	**156**	**20**

When performing adequate capacity review district staff evaluates the effects of the proposed change compared to any remaining permanent capacity within the impacted schools, up to 100%, Table 2 (next page). The projected increase in student population may be over 100% if there are plans to serve increased student population in that planning area within the long-term planning horizon. A finding of adequate capacity may be issued in either case.

FACILITIES SERVICES
3750 OLSON DRIVE • DAYTONA BEACH, FL 32124
PHONE: (386) 947-8786 • FAX (386) 506-5056

Attachment: Finding of Adequate Capacity (2023-O-3054 : Zen Living RPUD Rezone)

Table 2

Schools	SY 2021/2023 Enrollment	% of Permanent Capacity	Plans for Capacity Increase Long-Term	Traditional K-12 students projected
Holly Hill School	1,154	111%	No	14
Halifax CSA (Mainland High)	1,866	104%	No	6
Other				0

The student projections generated by this project **will** increase the existing percentage above 100% permanent capacity at all school levels. However, Holly Hill School is below 115% of level of service (LOS) standards for both elementary and middle schools. The Halifax concurrency service area (CSA) to which Mainland High belongs is also below 120% of utilization standards. Based on this, the school district has no objections to the proposed development plan. Minimum planning considerations should include pedestrian and vehicular access, safety, connectivity, and buffering.

All future development orders, such as site plans and subdivisions, are subject to school concurrency review. School concurrency will be evaluated at the time when the impact of development is specifically quantified and known. Only funded school improvements and then current capacity will be considered at that time.

No student reservations have been made at this time.

Please note the School Board has the right to adjust the attendance boundaries to balance the student enrollment populations at these area schools. Consequently, students generated from this project may not attend the current assigned schools.

Should you need additional information, please contact me at (386) 947-8786, extension 50709.
Sincerely,

Stephanie B. Doster,
Coordinator, Planning

CC: Carmen J. Balgobin, Ed.D, Superintendent of Schools
Steven Grube, Director, Planning and Construction
Brian Walker, Director for Community Development, City of Holly Hill
Lisa V. Divina, Volusia County School Board Project File

Attachment: Finding of Adequate Capacity (2023-O-3054 : Zen Living RPUD Rezone)

VOLUSIA COUNTY SCHOOLS

Finding of Adequate School Capacity

VOLUSIA COUNTY SCHOOL BOARD

Project Information	
Project Name	Madison Bay
VCSB Project #	**22-09-06-001-A**
Jurisdiction Project #	
Parcel ID Numbers	4244-01-23-0150; 4244-01-23-0170; 4244-01-23-0130; 4244-01-23-0221
Project Location	3rd St and US Hwy 1
Potential Residential Units	156 Multi-Family Apartment Homes
Property Owner/Applicant	Kalpak Shah, Kayak Hotels Group
Notes: Additional review will be required at the time of subdivision/site plan submittal(s). No Student Reservations have been made.	

Based upon the Findings of Fact, pursuant to School Board Policy 612 and Section 206 of the County Charter, the school district has determined at this time that school capacity is adequate to serve the proposed increase in residential density. This Finding shall constitute competent substantial evidence that adequate public school capacity is likely to be available at the time it is required to serve the planned new development.

Capacity is <u>not</u> being reserved with this Finding unless otherwise noted on this document. This Finding of Adequate School Capacity allows this subject project to continue through the Comprehensive Plan Amendment and/or rezoning process; however, it may be subject to additional school capacity review in the future.

Stephanie B. Doster
Coordinator, Planning

September 20, 2022
Issue Date

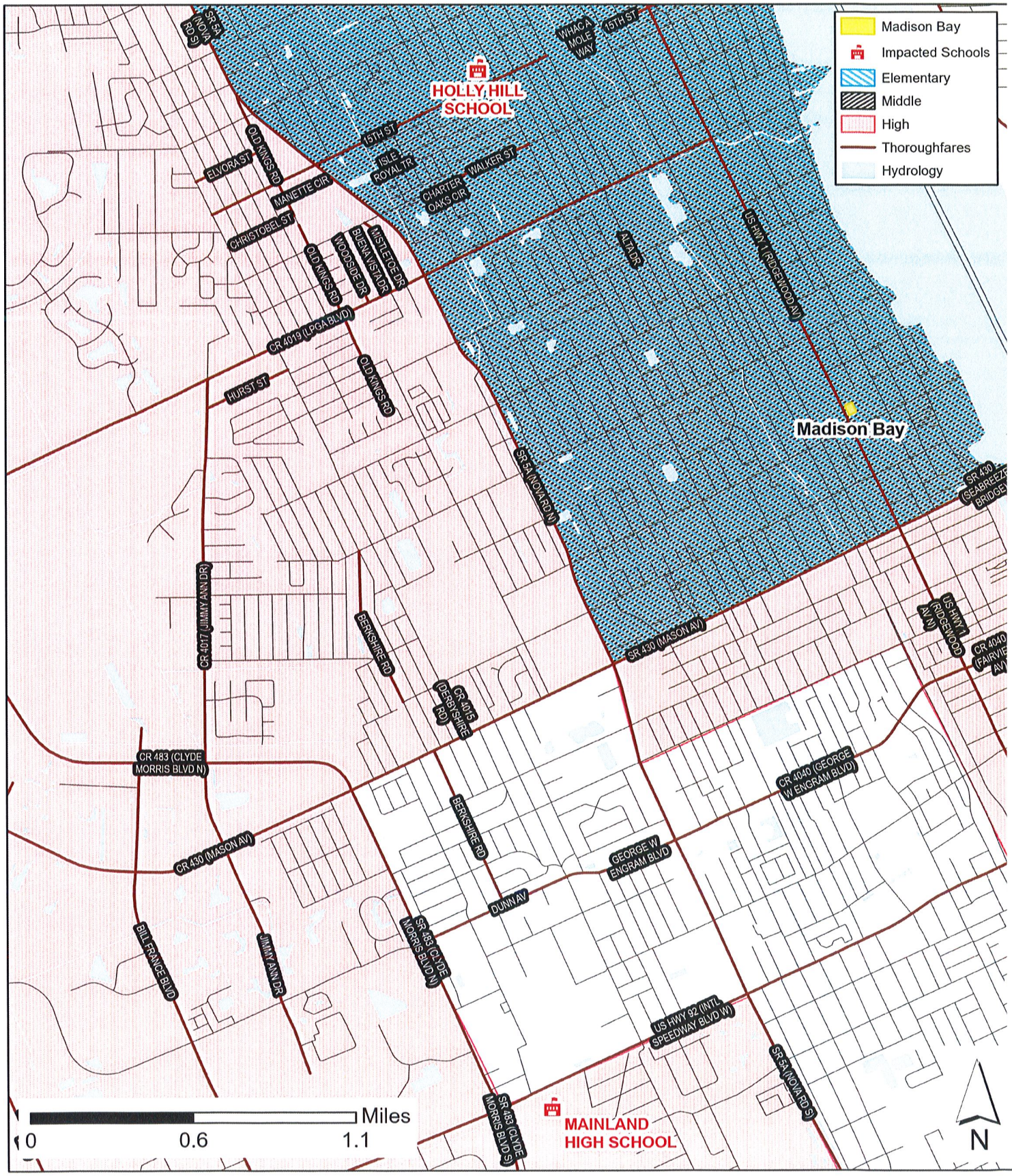
Attachment: Finding of Adequate Capacity (2023-O-3054 : Zen Living RPUD Rezone)

VCSB Schools Impacted by Development

School Concurrency Review - Madison Bay

VOLUSIA COUNTY SCHOOLS

Created by Facilities Service
September 202



Attachment: Finding of Adequate Capacity (2023-O-3054 : Zen Living RPUD Rezone)

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

REZONE/ FUTURE LAND USE AMENDMENT

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

PROJECT INFORMATION:

PROJECT NAME: Madison Bay
PARCEL ID #(S): 42440123-0150, 42440123-0170, 42440123-0130, 42440123-0221
LOCATION: Holly Hill, Florida
EXISTING USE(S): 55+ Plus Multi-Family Residential
PROPOSED USE(S): Multi-Family Residential
TOTAL ACREAGE: 5.40 AC.
WATER PROVIDER: City of Holly Hill
PRIVATE WELL NA
CURRENT ZONING: PUD
CURRENT FUTURE LAND USE: Mixed Use II
SEWER PROVIDER: City of Holly Hill
PRIVATE SEPTIC NA
PROPOSED ZONING: PUD
PROPOSED FUTURE LAND USE: Mixed Use II

APPLICANT INFORMATION:

Name: Kalpak Shah
Address: 12705 Wyndham West Dr., Glen Allen, VA 23059
Company: Kayak Hotels Group
E-Mail: kshah@kayakHG.com
Phone: 804-366-3961
Fax: NA

☐ Owner ☒ Agent for Owner ☐ Attorney for Owner

OWNER INFORMATION:

Name: Black River, LLC - John Rainey
Address: 2101 John Anderson Dr., Ormond Beach, FL
E-Mail: jarcrr@yahoo.com
Phone: 386-679-2113
Fax: _____

CONSULTANT INFORMATION:

Name: Amir H. Malek, PE
Address: 3930 S. Nova Rd., Suite #104, Port Orange, FL 32127
Company: MetaWorld Civil Consulting, LLC
E-Mail: amalek@metaworldengineering.com
Phone: 386-944-9737
Fax: NA

Attachment: Application (2023-O-3054 : Zen Living RPUD Rezone)

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

WHO SHOULD ALL COMMUNICATION BE DIRECTED TO?

__X__ APPLICANT __X__ OWNER __X__ 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 $1,200

REZONE (PD)

- ☒ PD REZONE $2,000
- ☐ PD AMENDMENT $1,250 (This does not mean changes in items such as uses or density but means minor changes in items such as layout and landscaping.)

***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)

Attachment: Application (2023-O-3054 : Zen Living RPUD Rezone)

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

- ☐ SCHOOL CAPACITY REVIEW – *IF PROPOSING OVER 10 RESIDENTIAL UNITS (CONTACT SCHOOL BOARD PLANNING & BUSINESS SERVICES AT 386-734-7190 FOR APPLICATION)*
- ☐ 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: Kalpak J Shah _____ 2022.05.12
(Signature) ***(Date)***

Kalpak Shah
(Print)

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

Attachment: Application (2023-O-3054 : Zen Living RPUD Rezone)

MetaWorld
Engineering
Solutions

2022.10.27

Brian Walker

Community Development Director

City of Holly Hill

Re: Density Bonus Request

Zen Living Apartments

US-1 at 3rd St., Holly Hill, FL

Dear Mr. Walker,

This memo is being provided to request a density bonus as a part of our "Planned Development Agreement" Application for the above referenced property. The currently allowed density for the property is 20 DU/AC and the density for the proposed development would be 22.22 DU/AC.

The impact of the slight increase in density would be offset, as the proposed development offers a number of benefits to the community by consolidating several lots into a single property, effectively reducing the potential multiple developments and increased density. In addition, to project proposes to mitigate impacts by providing an enhanced 25' landscape buffer along the US-1 frontage, which is well in excess of the 10' required buffer; as well as an enhanced 15' landscape buffer along the 3rd Street frontage, which is well in excess of the 5' required buffer.

We respectfully request that you deem this justification sufficient to grant a density bonus for the proposed project. Should you have any questions or need additional information, please feel free to contact me via e-mail at amalek@metaworldengineering.com or by phone at the number below.

Sincerely,

Amir H. Malek, PE

Project Engineer/Manager

MetaWorld Civil Consulting, LLC
3930 S. Nova Rd., Suite #104
Port Orange, FL 32127

Attachment: Density Bonus Request (2023-O-3054 : Zen Living RPUD Rezone)

LEGAL DESCRIPTION:

(PER ORB 5593 PG. 4601)

PARCEL NO. 1:
LOTS 13 AND 14, EXCEPT THE WESTERLY 20.46 FEET OF RIGHT-OF-WAY OF U.S. HIGHWAY NO. 1, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, AS RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

PARCEL NO. 2:
ALL OF LOT 15, EXCEPT THE WESTERLY 153 FEET THEREOF, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, AS RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

PARCEL NO. 3:
THE EASTERLY 85 FEET OF LOT 18, AND THE EASTERLY 85 FEET OF LOT 17, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, AS RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

PARCEL NO. 4:
THE WESTERLY 180 FEET OF LOT 20 AND THE SOUTHERLY 80 FEET OF THE WESTERLY 180 FEET OF LOT 21, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, AS RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

AND

(PER ORB 5629 PG. 2641)

PARCEL 1: THE WESTERLY 135 FEET OF LOT 17, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 2: THE EASTERLY 110 FEET OF THE WESTERLY 245 FEET OF LOTS 17 AND 18, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 3: THE WESTERLY 135 FEET OF LOT 18, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 4: THE WESTERLY 153 FEET LOTS 15 AND 16, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

Attachment: Legal Description (2023-O-3054 : Zen Living RPUD Rezone)

EXCEPT THOSE PORTIONS OF THE ABOVE-DESCRIBED PARCELS LYING WITHIN THE RIGHT OF WAY OF U.S. HIGHWAY NO. 1.

AND

(CREATED BY SURVEYOR)
(PER ORB. 5601, PG. 2923 & ORB. 8143, PG. 2923)

THE NORTHERLY 20 FEET OF LOT 21, AND ALL OF LOT 22, BLOCK 23, MASON & CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA.

LESS AND EXCEPT THE EASTERLY 160.00 FEET THEREOF.

Attachment: Legal Description (2023-O-3054 : Zen Living RPUD Rezone)

SITE INFORMATION TABLE

	ALLOWED/REQUIRED		PROPOSED	
ZONING	N/A		PUD	
FLUM	MIXED USE II		MIXED USE II	
SITE SIZE	2	AC	5.40	AC
MAX. DENSITY	32	DU/AC*	22.22	DU/AC
MIN. SIZE OF DU	574	SF*	715	SF
MIN. FRONT SETBACK (US-1)	20	FT*	30	FT
MIN. REAR SETBACK	25	FT*	25	FT
MIN 3RD ST. SETBACK	10	FT*	15	FT
MIN. SIDE SETBACK	10	FT*	10	FT
MAX. BLDG. HEIGHT	80	FT*	37	FT
OPEN SPACE (MIN.)	2.16	AC	1.65	AC
OPEN SPACE RATIO (MIN.)	40	%	46	%
IMPERVIOUS AREA (MAX.)	3.24	AC	3.24	AC
IMPERVIOUS RATIO (MAX.)	60	%	59.98	%
PERVIOUS RATIO (MIN.)	40	%	40.02	%

* PER PUD ORDINANCE 3022

PROPOSED OPEN SPACE TABLE

GENERAL OPEN SPACE	LANDSCAPE BUFFER	24247	SF
	POND AREA	31883	SF
	NON-COMMON OPEN AREA (NCOA)	15869	SF
COMMON OPEN	POOL/CLUB HOUSE	4422	SF
	SIDEWALK	10628	SF
	POND PERIMETER	22128	SF
TOTAL GENERAL OPEN SPACE	30.61%	71999	SF
TOTAL COMMON OPEN SPACE	29.36%	69061	SF
TOTAL OPEN SPACE	46.41%	109177	SF

* PERV. COVER = TOTAL GENERAL + POND PERIMETER

** A 10' STRIP OF THE ENHANCED LANSCAPE BUFFER BETWEEN THE TWO SIDEWALKS CONNECTING TO THE PUBLIC SIDEWALKS WAS UTILIZED TOWARDS THE POND PERIMETER CALCULATION.

BUILDING INFORMATION TABLE

BUILDING #	FOOTPRINT AREA		DWELLING UNITS			ROOMS
			1BR	2BR	TOTAL	
1	13860	SF	6	30	36	66
2	6765	SF	24	0	24	24
3	6765	SF	24	0	24	24
4	13746	SF	6	30	36	66
TOTAL	41136	SF	60	60	120	180

PARKING SUMMARY TABLE

	PROPOSED	ALLOWED/REQUIRED
REGULAR SPACES	226	NA
ADA DESIGNATED SPACES	8	7
MOTORCYCLE SPACES	6	NA
TOTAL SPACES	240	240

* PER CODE PARKING RATE IS 2 PARKING SPACES / DU

Attachment: Site Data (2023-O-3054 : Zen Living RPUD Rezone)

SECTION 37, TOWNSHIP 15 SOUTH, RANGE 33 EAST
CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA

TREE TABLE		
ID	DBH	SPECIES
T1	12"	AMERICAN ELM
T2	14"	AMERICAN ELM
T3	14"	AMERICAN ELM
T4	6"	COMMON HACKBERRY
T5	6"	COMMON HACKBERRY
T6	6"	COMMON HACKBERRY
T7	6"	COMMON HACKBERRY
T8	6"	COMMON HACKBERRY
T9	7"	COMMON HACKBERRY
T10	7"	COMMON HACKBERRY
T11	7"	COMMON HACKBERRY
T12	7"	COMMON HACKBERRY
T13	7"	COMMON HACKBERRY
T14	8"	COMMON HACKBERRY
T15	8"	COMMON HACKBERRY
T16	8"	COMMON HACKBERRY
T17	8"	COMMON HACKBERRY
T18	9"	COMMON HACKBERRY
T19	9"	COMMON HACKBERRY
T20	10"	COMMON HACKBERRY
T21	10"	COMMON HACKBERRY
T22	10"	COMMON HACKBERRY
T23	10"	COMMON HACKBERRY
T24	11"	COMMON HACKBERRY
T25	13"	COMMON HACKBERRY
T26	13"	COMMON HACKBERRY
T27	14"	COMMON HACKBERRY
T28	14"	COMMON HACKBERRY
T29	15"	COMMON HACKBERRY
T30	15"	COMMON HACKBERRY
T31	16"	COMMON HACKBERRY
T32	16"	COMMON HACKBERRY
T33	6"	AMERICAN HORNBEAM
T159	6"	AMERICAN HORNBEAM
T161	6"	AMERICAN HORNBEAM
T162	6"	AMERICAN HORNBEAM
T34	7"	AMERICAN HORNBEAM
T158	7"	AMERICAN HORNBEAM
T35	8"	AMERICAN HORNBEAM
T36	8"	AMERICAN HORNBEAM
T160	10"	AMERICAN HORNBEAM
T37	12"	AMERICAN HORNBEAM
T38	6"	LAUREL OAK
T39	8"	LAUREL OAK
T40	9"	LAUREL OAK
T41	10"	LAUREL OAK
T42	11"	LAUREL OAK
T43	11"	LAUREL OAK
T44	11"	LAUREL OAK
T45	13"	LAUREL OAK
T46	13"	LAUREL OAK
T47	13"	LAUREL OAK
T48	13"	LAUREL OAK
T49	30"	LAUREL OAK
T50	10"	SOUTHERN LIVE OAK
T51	13"	SOUTHERN LIVE OAK
T52	15"	SOUTHERN LIVE OAK
T53	15"	SOUTHERN LIVE OAK
T54	24"	SOUTHERN LIVE OAK
T55	29"	SOUTHERN LIVE OAK
T56	30"	SOUTHERN LIVE OAK
T57	31"	SOUTHERN LIVE OAK
T58	10"	SOUTHERN MAGNOLIA
T59	12"	SOUTHERN MAGNOLIA
T60	12"	SOUTHERN MAGNOLIA
T61	15"	SOUTHERN MAGNOLIA
T62	15"	SOUTHERN MAGNOLIA
T63	18"	SOUTHERN MAGNOLIA
T64	18"	SOUTHERN MAGNOLIA
T65	24"	SOUTHERN MAGNOLIA
T66	24"	SOUTHERN MAGNOLIA
T67	28"	SOUTHERN MAGNOLIA
T68	31"	SOUTHERN MAGNOLIA
T69	8"	SABAL PALM
T70	8"	SABAL PALM
T71	9"	SABAL PALM
T72	9"	SABAL PALM
T73	9"	SABAL PALM
T74	9"	SABAL PALM
T75	9"	SABAL PALM
T76	9"	SABAL PALM
T77	9"	SABAL PALM
T78	9"	SABAL PALM
T79	9"	SABAL PALM
T80	9"	SABAL PALM
T81	9"	SABAL PALM
T82	9"	SABAL PALM
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T134	12"	SABAL PALM
T135	12"	SABAL PALM
T136	12"	SABAL PALM
T137	12"	SABAL PALM
T138	14"	SABAL PALM
T139	14"	SABAL PALM
T140	14"	SABAL PALM
T141	15"	SABAL PALM
T142	15"	SABAL PALM
T143	15"	SABAL PALM
T144	15"	SABAL PALM
T145	20"	SAND PINE
T146	6"	GOLDENRAIN TREE
T147	6"	GOLDENRAIN TREE
T148	7"	GOLDENRAIN TREE
T149	11"	GOLDENRAIN TREE
T150	11"	GOLDENRAIN TREE
T151	11"	GOLDENRAIN TREE
T152	11"	GOLDENRAIN TREE
T153	12"	GOLDENRAIN TREE
T154	12"	GOLDENRAIN TREE
T155	12"	GOLDENRAIN TREE
T156	12"	GOLDENRAIN TREE
T157	14"	GOLDENRAIN TREE
T163	15"	GOLDENRAIN TREE

ABBREVIATION LIST

(C) = CALCULATED
(D) = PER DEED OR DESCRIPTION
(FM) = FIELD MEASURED
(P) = PER PLAT OR MAP
(RW) = PER FDOT RW MAPS (SEE NOTES 13 & 14)
AH. = AHEAD
BK. = BACK
CM = CONCRETE MONUMENT
CONC. = CONCRETE
COR. = CORNER
DBH = DIAMETER AT BREAST HEIGHT
DWY = DRIVEWAY
ELEC. = ELECTRIC / POWER
FD. = FOUND
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
ID = IDENTIFICATION
IP = IRON PIPE
IPC = IRON PIPE, CAPPED
IR = IRON ROD
IRC = IRON ROD, CAPPED
LB = LICENSED SURVEY BUSINESS
LS = LICENSED SURVEYOR
M.B. = MAP BOOK
NL = NAIL
NL&D = NAIL & DISC
NO. = NUMBER
ORB. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
PG. = PAGE
P.I. = POINT OF INTERSECTION
PSM = PROFESSIONAL SURVEYOR & MAPPER
R/W = RIGHT OF WAY
SEC. = SECTION
S.R. = STATE ROAD
STA. = STATION
SWK. = SIDEWALK
UGD. = UNDERGROUND
℄ = CENTERLINE
℄ = PROPERTY LINE

TREE LEGEND

= AMERICAN ELM
= COMMON HACKBERRY
= AMERICAN HORNBEAM
= LAUREL OAK
= SOUTHERN LIVE OAK
= SOUTHERN MAGNOLIA
= SABAL PALM
= SAND PINE
= GOLDENRAIN TREE

SYMBOL LEGEND

= CABLE TV PEDESTAL
= CLEANOUT
= FIRE HYDRANT
× 50.0' = GROUND ELEVATION
= GUY ANCHOR
= LIGHT POLE
14 = LOT NUMBER
= MANHOLE, COMMUNICATIONS
= MANHOLE, DRAINAGE
= MANHOLE, SANITARY
= SIGN, SINGLE SUPPORT
= SUBSURFACE UTILITY MARKER
= TELEPHONE PEDESTAL
= UTILITY POLE
= VALVE COVER, WATER
= WATER METER
= WIRING PULL BOX, ELECTRIC
= WIRING PULL BOX, FIBER OPTIC

= BOUNDARY LINE
= CENTERLINE
(DEPRESSION) = CONTOUR LINE, DEPRESSION SEE NOTE 9
55 = CONTOUR LINE, MAJOR (5' INTERVALS) SEE NOTE 9
50 = CONTOUR LINE, MINOR (1' INTERVALS) SEE NOTE 9
× = FENCE, AS NOTED
-O/E- = OVERHEAD ELECTRIC LINES
= PROPERTY LINE, APPROXIMATE SHOWN AS REFERENCE ONLY
= RIGHT OF WAY LINE



DESCRIPTION: (PER ORB 5593 PG. 4601)

PARCEL NO. 1:
LOTS 13 AND 14, EXCEPT THE WESTERLY 20.46 FEET OF RIGHT-OF-WAY OF U.S. HIGHWAY NO. 1, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, AS RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

PARCEL NO. 2:
ALL OF LOT 15, EXCEPT THE WESTERLY 153 FEET THEREOF, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, AS RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

PARCEL NO. 3:
THE EASTERLY 85 FEET OF LOT 18, AND THE EASTERLY 85 FEET OF LOT 17, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, AS RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

PARCEL NO. 4:
THE WESTERLY 180 FEET OF LOT 20 AND THE SOUTHERLY 80 FEET OF THE WESTERLY 180 FEET OF LOT 21, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, AS RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

DESCRIPTION: (PER ORB 5629 PG. 2641)

PARCEL 1: THE WESTERLY 135 FEET OF LOT 17, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 2: THE EASTERLY 110 FEET OF THE WESTERLY 245 FEET OF LOTS 17 AND 18, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 3: THE WESTERLY 135 FEET OF LOT 18, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 4: THE WESTERLY 153 FEET LOTS 15 AND 16, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXCEPT THOSE PORTIONS OF THE ABOVE-DESCRIBED PARCELS LYING WITHIN THE RIGHT OF WAY OF U.S. HIGHWAY NO. 1.

DESCRIPTION: (CREATED BY SURVEYOR)
(PER ORB. 5601, PG. 2923 & ORB. 8143, PG. 2923)

THE NORTHERLY 20 FEET OF LOT 21, AND ALL OF LOT 22, BLOCK 23, MASON & CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA.

LESS AND EXCEPT THE EASTERLY 160.00 FEET THEREOF.

SURVEYORS NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.
2. NOT VALID WITHOUT THE SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. NO UNDERGROUND IMPROVEMENTS OR INSTALLATIONS OR OTHER INTERIOR IMPROVEMENTS HAVE BEEN LOCATED, EXCEPT AS SHOWN, AS PER THE REQUEST OF THE CLIENT.
4. UNLESS NOTED, LEGAL DESCRIPTION FURNISHED BY CLIENT.
5. FEATURES SHOWN BY SYMBOL AS INDICATED IN THE LEGEND ARE NOT TO SCALE.
6. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE SEARCH, A TITLE SEARCH MAY REVEAL ADDITIONAL INFORMATION AFFECTING THE PARCEL AS SHOWN.
7. WHERE APPLICABLE, MONUMENT DIAMETERS, ETC. AND/OR LS OR LB NUMBERS ARE SHOWN NEAR RESPECTIVE SYMBOL ABOVE, UNLESS SHOWN IN LEGEND.
8. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON GLOBAL POSITIONING SYSTEMS (GPS) OBSERVATIONS AND REFERENCE THE STATE PLANE COORDINATE SYSTEM, STATE OF FLORIDA, EAST ZONE, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 2011 (NAD83/2011).
9. ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
10. DISTANCES SHOWN HEREON REFER TO THE HORIZONTAL PLANE (GRID) AND ARE EXPRESSED IN THE U.S. SURVEY FOOT AND DECIMALS THEREOF.
11. UNLESS SHOWN, ONLY THOSE VISIBLE FEATURES IN THE IMMEDIATE VICINITY OF THE ABOVE DESCRIBED PARCEL BOUNDARY HAVE BEEN LOCATED.
12. SUBJECT PROPERTY LIES WITHIN ZONE "X", AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, CITY OF HOLLY HILL COMMUNITY #125112, PANEL #12127C0356 J DATED SEPTEMBER 29, 2017. THIS FLOOD INSURANCE RATE MAP IS NOT A SURVEY AND NO RESPONSIBILITY IS TAKEN FOR THE ACCURACY OF SAID MAP.
13. THIS SURVEY IS SUPPORTED BY THAT CERTAIN F.D.O.T. RIGHT OF WAY CONTROL SURVEY PREPARED BY D.R.M.P., INC., STATE ROAD 5, SECTION 79030, F.P. NUMBER 240992-1, DATED 02-22-06.
14. THIS SURVEY IS SUPPORTED BY THAT CERTAIN F.D.O.T. RIGHT OF WAY CONTROL SURVEY PREPARED BY NVS, INC., STATE ROAD 5, SECTION 79030, F.P. NUMBER 438982-1, DATED 08-16-19.
15. REVISIONS DO NOT CONSTITUTE A RECERTIFICATION OF THE EXISTING FIELD CONDITIONS OF THIS SURVEY.
16. THIS DRAWING IS PROPERTY OF EFIRD SURVEYING GROUP, INC. AND PROTECTED BY UNITED STATES COPYRIGHT LAWS. REPRODUCTION OR DISTRIBUTION WITHOUT WRITTEN PERMISSION OF THE AUTHOR IS PROHIBITED. CERTIFICATION DOES NOT CONSTITUTE AUTHORIZATION. TRANSFER, POSSESSION, OR OWNERSHIP OF THIS DOCUMENT BY OTHER THAN THE AUTHOR DOES NOT REMOVE THE COPYRIGHT FROM THE AUTHOR OF THE WORK OR CONVEY ANY RIGHTS IN THE COPYRIGHT FROM THE AUTHOR TO OTHERS.

NOTE:

THIS PLAT AND/OR SKETCH OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS SHOWN HEREON, ON THE MOST CURRENT DATE SHOWN, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER. THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN HEREON THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY. THIS SURVEY /SKETCH IS PREPARED WITHOUT BENEFIT OF ABSTRACT OR TITLE SEARCH UNLESS OTHERWISE NOTED. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES. THIS SURVEY DRAWING IS THE PROFESSIONAL OPINION OF THIS SURVEYOR AND MAPPER AND THE FIRM, WHICH WAS PREPARED UTILIZING THE BEST AVAILABLE INFORMATION AND AS SUCH DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE HELD LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED TO THE SURVEYOR, WHICH WAS USED AS A BASIS IN THE PREPARATION OF THIS SURVEY DRAWING.

811 Know what's below. Call before you dig.

EFIRD SURVEYING GROUP, INC.
475 S. BLUE LAKE AVENUE
DELAND, FLORIDA 32724
PHONE: (386) 740-4144 FAX:(386) 740-4155
WEBSITE: www.efirdsurveying.com
E-MAIL: larry@efirdsurveying.com
Certificate of Authorization Licensed Business Number 7230

Boundary Survey

Survey Date:	Drawing Number:	Scale:
05-01-2022	22-0159	1" = 40'

Drawn By: BE

For:
KAYAK HOTELS GROUP
METAWORLD CIVIL CONSULTING, LLC

Crew Chief: BJ

331 & 327 Ridgewood Ave., Holly Hill

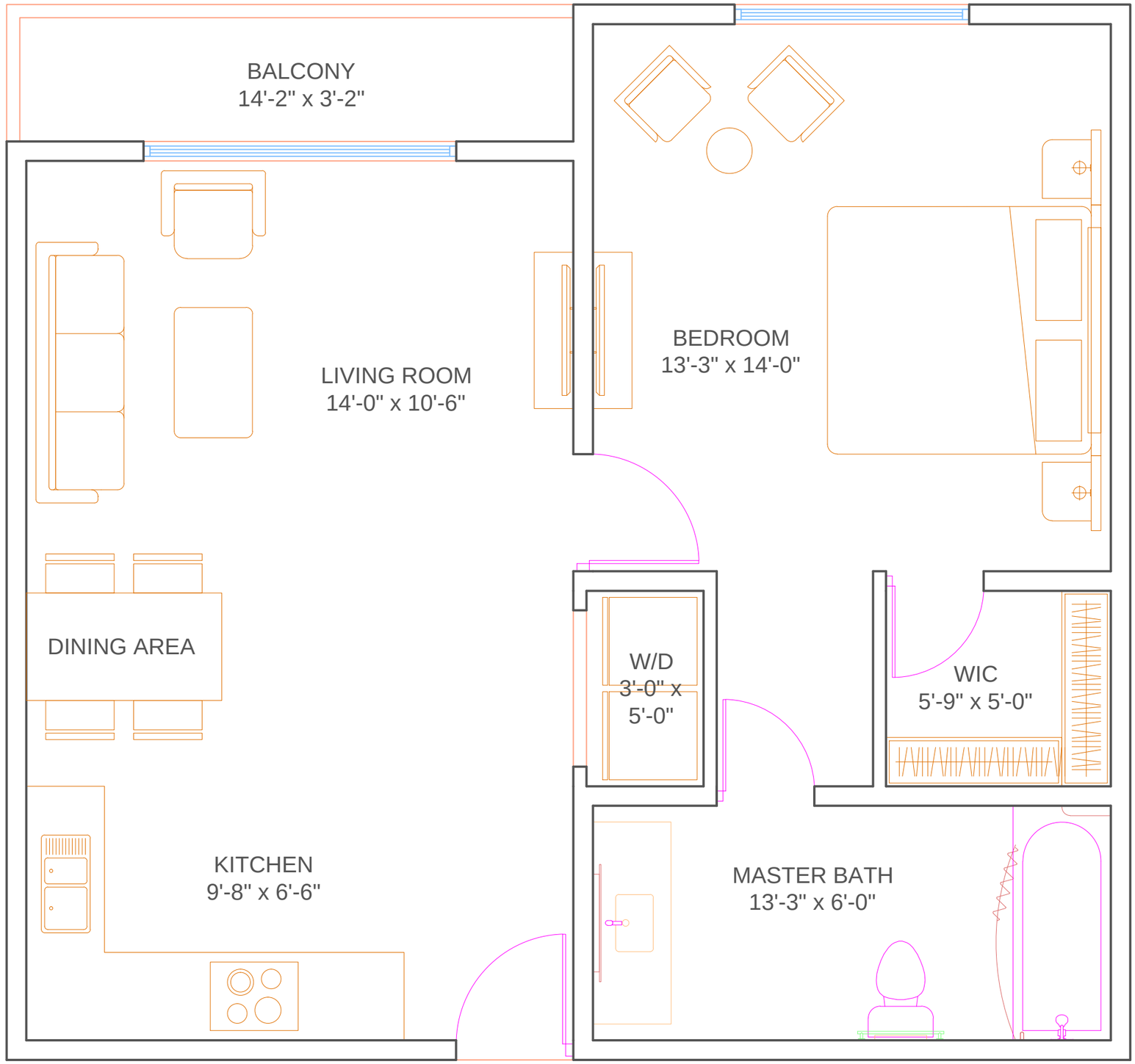
I HEREBY CERTIFY THIS SURVEY DRAWING TO BE CORRECT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND MEETS THE MINIMUM TECHNICAL STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.051, F.A.C. PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

STATE OF FLORIDA — LARRY R. EFIRD JR. — NO. 5823 — PROFESSIONAL SURVEYOR AND MAPPER

LARRY R. EFIRD JR.
Professional Surveyor & Mapper No. 5823

Larry R. Efird Jr 2022.07.14 10:13:46 -04'00'

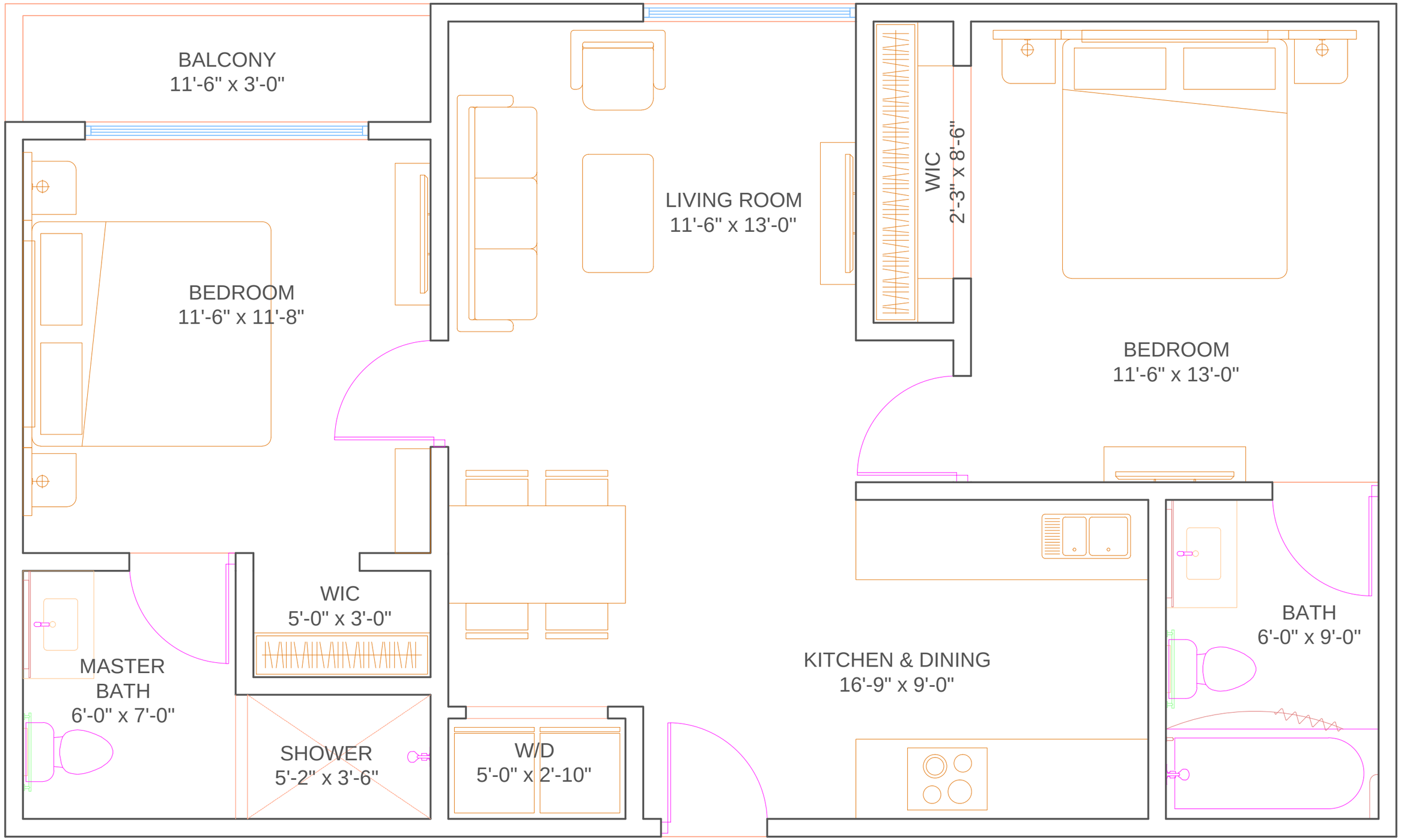
Attachment: Survey Signed (2023-O-3054 : Zen Living RPUD Rezone)



1 BHK UNIT - OPTION 1

(AREA OF UNIT = 776.25 SQ.FT.)

Attachment: 1 Bedroom OPTION (2023-O-3054 : Zen Living RPUD Rezone)



2 BHK UNIT - OPTION 1

(AREA OF UNIT = 922.37 SQ.FT.)

Attachment: 2 Bedroom OPTION (2023-O-3054 : Zen Living RPUD Rezone)

CLASS A MULTIFAMILY DEVELOPMENT PROJECT

POWDERSVILLE, SC

- Kayak Group has successfully developed rental apartments, hotels, corporate housing, and strip centers in Mid-Atlantic and Southeast region
- 25 years of real estate industry experience involving acquisitions, finance, design and development, contract negotiations, procurement, and management
- Assets worth 150 million plus currently under management. Apartment projects in Huntsville Alabama, Greenville South Carolina, and Florida. Hotels in major MSAs of Virginia, Maryland, Indiana, North Carolina, and Texas states
- Developed strong partnership with contractors, architects, designers, engineers, lenders, and vendors (locally and internationally)
- Thorough knowledge of site selection, co-ordination of rezoning, third party reports and site plan approvals
- Sourcing construction material from alternative suppliers to meet budget and timeline in current difficult supply chain market

- 276 units with resort style club house, fitness center, pool, pickle ball court, cabanas, and grills

- Class A rental apartment community in a centrally located and developed area of Holly Hill, Daytona beach

- Modern interior with luxurious kitchens, quartz counter tops, stainless steel energy efficient appliances, custom closets, washer-dryer in units, 9’ ft high ceilings, electronic access system via smart phone apps, fiber optic internet and many more

- Smart Community with smart phone App-based access control

- Salt-water pool with in-pool lounge chairs and fountain

- Pet park and walking/jogging trail, EV charging, detached garages,

- Stainless steel appliances, custom closets, luxury wood style flooring

- Quartz counter tops and nickel finish fixtures, lighted ceiling fans in living room and bedrooms

- Modern washer and dryer sets in every unit, Bluetooth based smart entry app

Attachment: Development project brochure (2023-O-3054 : Zen Living RPUD Rezone)

COMPLETED PROJECT PHOTOS













Attachment: Development project brochure (2023-O-3054 : Zen Living RPUD Rezone)





















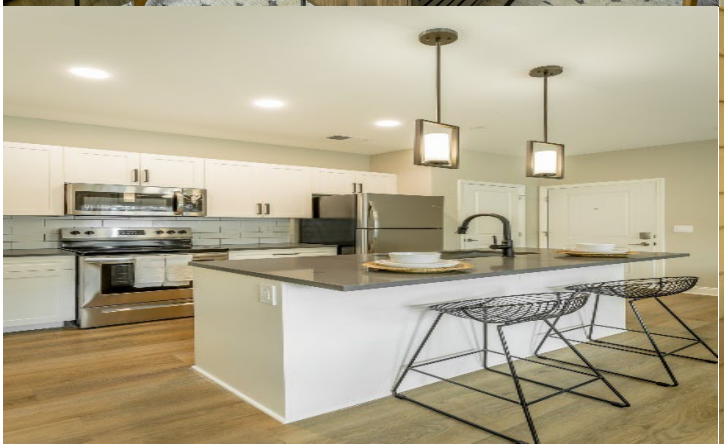



EV
ONLY
chargepoint



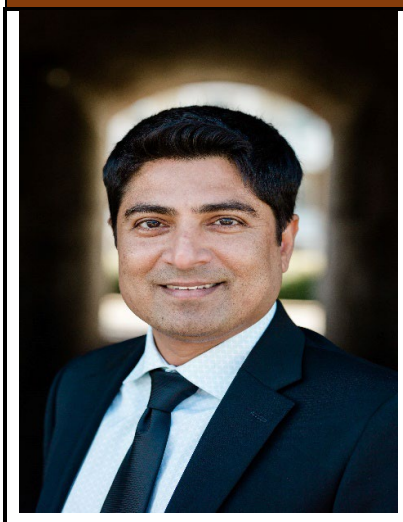







Attachment: Development project brochure (2023-O-3054 : Zen Living RPUD Rezone)

PROJECT PRINCIPALS



KALPAK SHAH

KShah@KayakHG.com
804.366.3961

EDUCATION
B.S. Electrical Engineering
M.S. Computer Science

INDUSTRY EXPERIENCE
Real Estate Development – 10 Years
Hotels and Multifamily – 25 Years

PROJECT ASSOCIATION
Developer/Principal



RAM PENUBALLI

rpenuballi@gmail.com
646.465.3654

EDUCATION
M.S. Computer Science

INDUSTRY EXPERIENCE
Real Estate Investment - 15 years
Strip center and Hotels - 15 years

PROJECT ASSOCIATION
Principal



KUMAR BHAVANASI

kumar.bhavanasi@first-tek.com
IT Entrepreneur, CEO First Tek

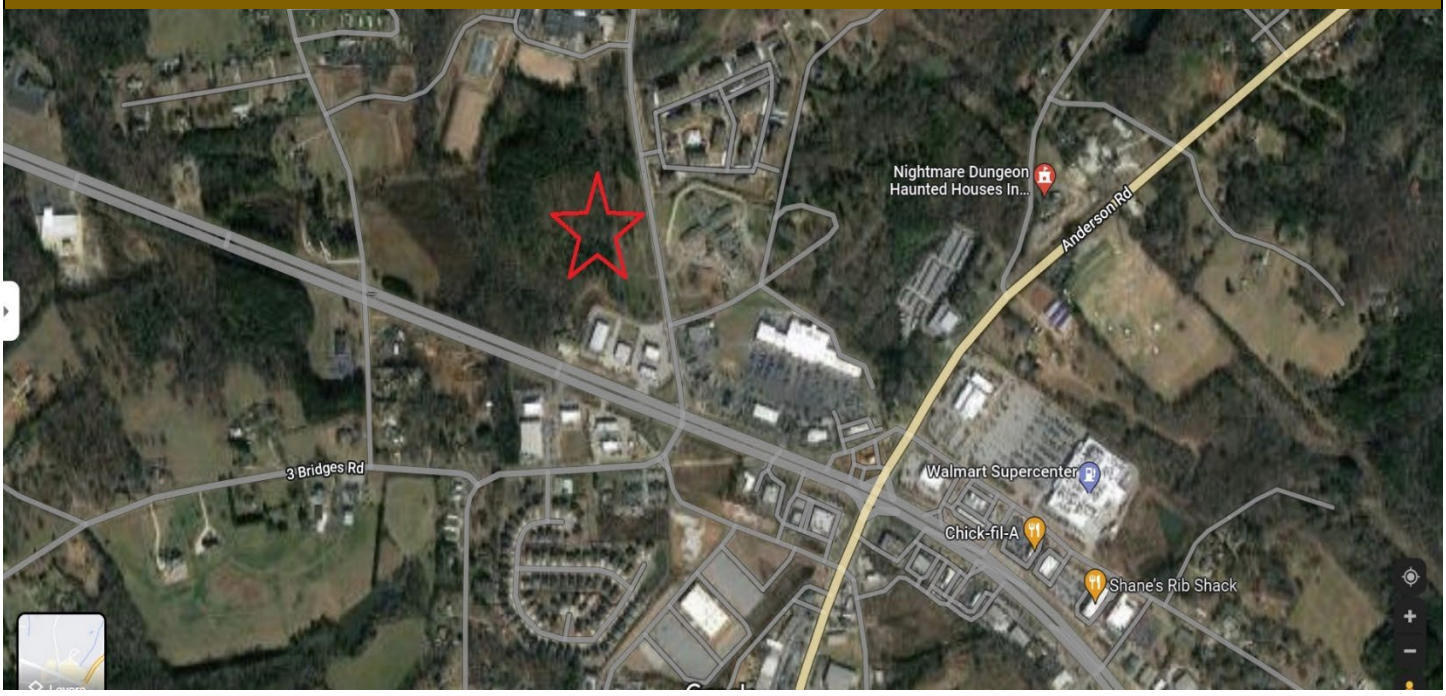
EDUCATION
M.S. Chemical Engineering

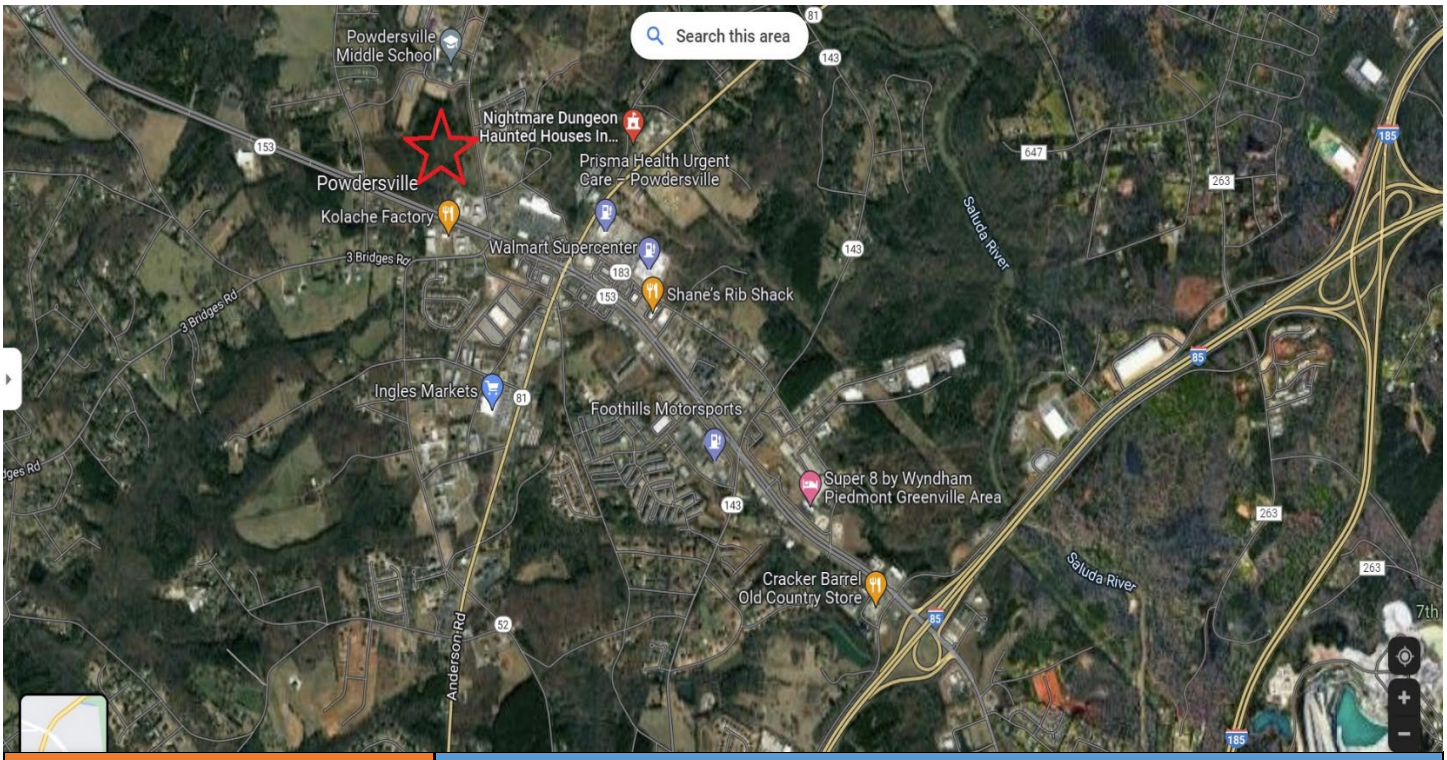
INDUSTRY EXPERIENCE
Real Estate Acquisition – 20 years
Portfolio under management - $100M

PROJECT ASSOCIATION
PARTNER

Attachment: Development project brochure (2023-O-3054 : Zen Living RPUD Rezone)

LOCATION MAPS





STREET ADDRESS	HOOD ROAD, POWDERSVILLE, SC

Attachment: Development project brochure (2023-O-3054 : Zen Living RPUD Rezone)

Elevation Options for Zen Living (3rd and Ridgewood)

Although options 1, 2, and 3, are shown as 4-story buildings, the development will consist of 3-story buildings. Each 4-story option can be reduced to 3-stories.

Attachment: Zen Living Elevation Options (2023-O-3054 : Zen Living RPUD Rezone)

1

HIGH END APARTMENT FINISH OPTION



Attachment: Zen Living Elevation Options (2023-O-3054 : Zen Living RPUD Rezone)

2

HIGH END APARTMENT FINISH OPTION



Attachment: Zen Living Elevation Options (2023-O-3054 : Zen Living RPUD Rezone)

3

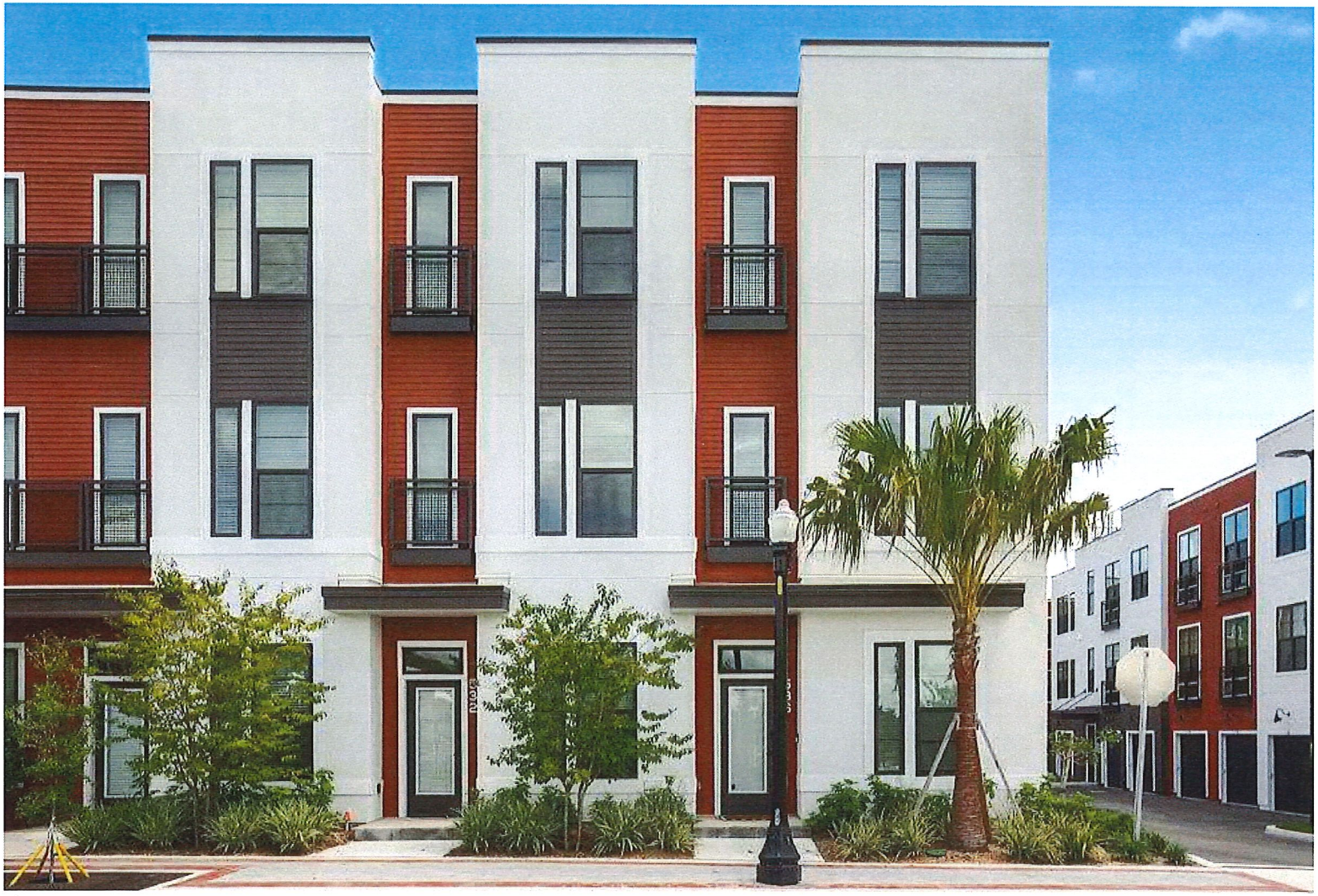
HIGH END APARTMENT FINISH OPTION



Attachment: Zen Living Elevation Options (2023-O-3054 : Zen Living RPUD Rezone)

4

HIGH END APARTMENT FINISH OPTION



Attachment: Zen Living Elevation Options (2023-O-3054 : Zen Living RPUD Rezone)



Attachment: Zen Living Elevation Options (2023-O-3054 : Zen Living RPUD Rezone)

11-2022

Exhibit to Ordinance No. _____

DEVELOPMENT AGREEMENT for the project known as ZEN LIVING APARTMENTS Planned Unit Development (PUD) located at 331 Ridgewood Avenue (NE corner of Ridgewood Avenue and 3rd Street (hereinafter referred to as the "Subject Property").

THIS DEVELOPMENT AGREEMENT (hereinafter referred to as the "Agreement") is entered into and made as of the ___ day of _____, 2022, by and between the CITY OF HOLLY HILL, a Florida municipal corporation, with a mailing address of 1065 Ridgewood Ave. Holly Hill, FL 32117 (hereinafter referred to as the "City"), and Majestic Oaks Daytona LLC (hereinafter referred to as the "Owner" or "Owner/Developer") with a mailing address of 12705 Wyndham West Drive, Glen Allen, VA 23059.

W I T N E S S E T H

WHEREAS, the Owner warrants that it holds legal title to, or is the contract purchaser of, the lands located in Volusia County, Florida, and within the corporate limits of the City of Holly Hill, said lands being more particularly described in **Exhibit "A"**, Legal Description for the Subject Property, attached hereto and by this reference made a part hereof; and that the holders of any and all liens and encumbrances affecting such property will subordinate their interests to this Agreement; and

WHEREAS, the Owner/Developer has clear title of the Subject Property or the Developer is currently under contract to purchase the Subject Property and intends to develop such property; and

WHEREAS the Owner/Developer or Developer desires to facilitate the orderly development of the Subject Property in compliance with the laws and regulations of the City and of other governmental authorities, and the Owner/Developer desires to ensure that its development is compatible with other properties in the area and planned traffic patterns; and

WHEREAS the development permitted or proposed under this Development Agreement is consistent with the City's Comprehensive Plan, concurrency management system, and all land development regulations; and

WHEREAS it is the purpose of this Agreement to clearly set forth the understanding and agreement of the parties concerning the matters contained herein; and

WHEREAS the Owner/Developer has sought the City's approval to develop the Subject Property, and the City approved **Ordinance No**. _____, through rezoning the Subject Property to a form of Planned Unit Development (PUD), as defined under the City's Land

Attachment: Zen Living Development Agreement (2023-O-3054 : Zen Living RPUD Rezone)

Development Code; and

WHEREAS, the PUD shall consist of this Agreement as the Written Development Agreement of the PUD, and a Preliminary Plan aka the Preliminary Development Plan, attached hereto as **Exhibit, "B"**, subject to the covenants, restrictions, and easements offered by the Owner/Developer and contained herein, (hereinafter the "Master Development Plan"). Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals and Definitions.** The recitals herein contained are true and correct and are incorporated herein by reference. All capitalized terms not otherwise defined herein shall be as defined or described in the City's Land Development Code as it may be amended from time to time, unless otherwise indicated.

2. **Title Opinion/Certification.** The Developer will provide to the City, in advance of the City's execution and recordation of this Agreement, a title opinion from a licensed attorney in the state of Florida, or a certification by an abstractor or title company authorized to do business in the state of Florida, verifying marketable title to the Subject Property to be in the name of the Owner/Developer and any and all liens, mortgages, and other encumbrances that are either satisfied or not satisfied or released of record.

3. **Subordination/Joinder.** Unless otherwise agreed to by the City and if applicable, all liens, mortgages, and other encumbrances that are not satisfied or released of record, must be subordinated to the terms of this Agreement or the Lienholder join in this Agreement. It shall be the responsibility of the Owner/Developer to promptly obtain the said subordination or joinder, in a form and substance that is acceptable to the City Attorney, prior to the execution and recordation of this Agreement.

4. **Duration.** The duration of this Agreement is binding and runs with the land in perpetuity, unless amended.

5. **Development of the Subject Property**. Development of the Subject Property shall be subject to performance standards listed in this Agreement. Where a land use listed below differs from a defined use in the City of Holly Hill's Code of Ordinances, the use listed in this Agreement shall prevail.

A. Permitted principal uses allowable on the Subject Property:
   1. Multi-family Dwelling – 120 units

Attachment: Zen Living Development Agreement (2023-O-3054 : Zen Living RPUD Rezone)

B. Accessory uses permitted in conjunction with principal use:
1. Pool and Clubhouse
2. Delivery Drop Off, Rideshare Pick-Up Station
3. Exercise Stations, recreational benches and walking paths

C. Apartment Sizes:
One bedroom – 776.25 square feet
Two bedroom – 922.37 square feet

D. Prohibited principal uses, if any:
1. Unless a use is specifically permitted in this agreement, it is prohibited.

E. Proposed maximum density (in number of dwelling units per acre) 23 (this includes a density bonus):

F. Impervious surface is not to exceed 60% of the gross square footage for the Subject Property.

G. Open Space: Minimum general open space shall be 25% of the gross square footage of the Subject Property. General open space includes all landscaped buffers, amenitized ponds and all other pervious surfaces. Minimum common open space shall be 15% of the gross square footage of the Subject Property. Common open space consist of the pool, clubhouse, pond perimeter with walking path and exercise stations. General open space (a minimum of 25%) and common open space (a minimum of 15%) shall together consist of a minimum of 40% of the property's gross square footage.

H. Minimum landscaping requirements are as shown on the landscaping plans.

I. Minimum landscaped buffer-yard requirements are as follows:
Along Ridgewood Avenue – 25 feet
Along 3rd Street – 15 feet
Along all other property lines – 10 feet

J. Minimum lot size area: 5.4 acres

K. Minimum setbacks:
1. Along Ridgewood Ave – 30 feet
2. Along 3rd Street – 15 feet
3. Along Rear (East) Property Line – 25 feet
4. Along all other property lines – 10 feet

Attachment: Zen Living Development Agreement (2023-O-3054 : Zen Living RPUD Rezone)

L. Maximum building height (in feet) 40 feet

M. Minimum parking standards are as shown and stated on the Preliminary Plan.

N. Lighting shall not exceed .5-foot candles at the property line.

O. The project shall consist of a single phase.

P. Architectural controls and development on the Subject Property shall follow a common architectural theme as listed in this Agreement by harmoniously coordinating the general appearance of all buildings and accessory structures. All controls and variations shall be defined by a Homeowners Association or Property Owners Association, as defined within this Agreement.

Q. Development within the Community Redevelopment Area shall follow one of the following architectural themes: Contemporary, Florida Vernacular, Mediterranean, Spanish.

R. Utility provision and dedication: The Owner/Developer shall connect to the City of Holly Hill's central utility systems when available, or to another approved utility provider where applicable, at their sole cost and expense. Utility fees shall be paid to City of Holly Hill or to the applicable utility provider.

S. Stormwater and environmental: Per parcel stormwater systems or master stormwater systems shall be owned and maintained by an established Homeowner's Association or Property Owner's Association, if such entities are required, or by the property owner in private ownership, and shall not be dedicated to or become the responsibility of the City of Holly Hill. All environmental permitting, mitigation, and/or soil and erosion control for the property shall conform to all federal, state, and local permits/requirements, and shall be the sole responsibility of the Homeowner's Association or Property Owner's Association, if such entities are required, or by the property owner, and shall be maintained in good condition/standing with the applicable permitting authorities. Best Management Practices and conformance to National Pollutant Discharge Elimination System (NPDES) criteria are required.

T. Transportation, site access, and traffic devices: The Owner/Developer is responsible for all transportation improvements within the Subject Property and any off-site transportation improvements required because of the proposed development, for site function, which maintains or improves the level of service for area roadways, and ensures the public health, safety, and welfare for the community. All permits shall be obtained from appropriate permitting agencies prior to development and the City shall determine the appropriate level of service per the City Comprehensive Plan and current

Attachment: Zen Living Development Agreement (2023-O-3054 : Zen Living RPUD Rezone)

traffic counts for City roads only.

6. **Public Facilities/Land Dedication.** Facilities or tracts that either are or shall become public facilities/tracts that will serve the development and/or are on the Subject Property are, as follows: **NONE**.

7. **Development Permits/Fees.** The Owner/Developer is responsible for obtaining permitting, and the payment of all fees for facilities and services for the Subject Property. Any site permits shall be kept current with the respective permitting agency and shall ensure the protection of the public health, safety, and welfare of the community and the development. All impact fees are applicable, and no impact fee credits shall be awarded through this Agreement; unless a cessation exists through a City moratorium that is Citywide. Proportionate fair share site improvements shall not be used in lieu of impact fees.

8. **Site Plan/Plat Approval.** The Master Development Plan, is the Preliminary Plan of the PUD and this Written Development Agreement. The Master Development Plan shall not replace, supersede, or absolve the Owner/Developer from approvals for any site plan, preliminary plat, and/or final plat and their respective regulations. Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.

9. **Indemnification.** The Owner/Developer shall indemnify and hold the City harmless from any and against all claims, demands, disputes, damages, costs, expenses, (to include attorneys' fees whether or not litigation is necessary and if necessary, both at trial and on appeal), incurred by the City as a result, directly or indirectly, of the use or development of the Subject Property, except those claims or liabilities caused by or arising from the negligence or intentional acts of the City, or its employees or agents. It is specifically understood that the City is not guaranteeing the appropriateness, efficiency, quality or legality of the use or development of the Subject Property, including but not limited to, drainage or water/sewer plans, fire safety, or quality of construction, whether inspected, approved, or permitted by the City.

10. **Compliance.** The Owner/Developer agrees that it, and their successors and assigns, will abide by the provisions of this Agreement, the City's Comprehensive Plan and the City's Code of Ordinances, including but not limited to, the site plan regulations of the City as amended from time to time, which are incorporated herein by reference and such subsequent amendments hereto as may be applicable. Further, all required improvements, including landscaping, shall be continuously maintained by the Owner/Developer, or their successors and assigns, in accordance with the City's Code of Ordinances. The City may, without prejudice to any other legal or equitable right or remedy it may have, withhold permits, Certificates of Occupancy, or plan/plat approvals to the Subject Property, should the Owner/Developer fail to comply with the terms of this Agreement. In the event of a conflict between this Development Agreement and the City's Land Development Code, the more restrictive regulations shall govern

Attachment: Zen Living Development Agreement (2023-O-3054 : Zen Living RPUD Rezone)

the development of the Subject Property.

11. **Obligations for Improvements.** Any surface improvement as described and required hereunder included, but not limited to such as signalization, walls, stormwater management facilities, medians, and utilities, or any other surface improvement shall be performed prior to the issuance of the Certificate of Occupancy on that portion of the Subject Property that the surface improvement(s) relates or is otherwise scheduled in this Agreement. Should the Owner/Developer fail to undertake and complete its obligations as described in this Agreement and to the City's specifications, then the City shall give the Owner/Developer thirty (30) days written notice to commence and ninety (90) days to complete said required obligation at the sole expense of the Owner/Developer. If the Owner/Developer fails to complete the obligations within the ninety (90) day period, then the City, without further notice to the Owner/Developer and their successors and assigns in interest, may but shall not be required to, perform such obligations at the expense of the Owner/Developer or their successors and assigns in interest, without prejudice to any other rights or remedies the City may have under this Agreement. Further, the City is hereby authorized to immediately recover the actual and verified cost of completing the obligations required under this Agreement and any legal fees from the Owner/Developer in an action at law for damages, as well as record a lien against the Subject Property in that amount. The lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees. Notice to the Owner/Developer and their successors and assigns in interest shall be deemed to have been given upon the mailing of notice as provided in **paragraph (17)** of this Agreement.

12. **Environmental and Tree Preservation.** The Owner/Developer is responsible to obtain all site related permits and approval prior to any development activity on or for the Subject Property. This may involve mitigation for habitat of threatened or endangered flora and fauna or species identified for protection (i.e., tree preservation). This Agreement does not vest or exempt the Owner/Developer from any permitting and mitigation obligations needed to develop a Subject Property.

13. **Homeowners Association or Property Owners Association.** The charter and by-laws of any Homeowner's Association ("HOA") or Property Owner's Association ("POA") for the Subject Property and any deed restrictions related thereto shall be furnished to the City for approval by the City Attorney prior to the recording thereof in the Public Records of Volusia County, Florida. Such recording shall take place before a Certificate of Occupancy is issued for the first development project on land covered by this Agreement. The Owner/Developer shall be responsible for establishing the HOA or POA and recording said information in the Public Records of Volusia County, Florida. The City is not responsible for the enforcement of any agreements or deed restrictions entered into between property owners or occupiers of the Subject Property. If maintenance for the Subject Property is not maintained following issuance of a Certificate of Occupancy, the property owner shall be subject to code enforcement.

14. **Enforcement.** Both parties may seek specific performance of this Agreement

Attachment: Zen Living Development Agreement (2023-O-3054 : Zen Living RPUD Rezone)

and/or bring an action for damages in a court within Volusia County, Florida, if either party breaches this Agreement. If enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Owner/Developer shall be responsible for the payment of all the City's costs and expenses, including attorney fees, whether or not litigation is necessary and, if necessary, both at trial and on appeal. Such costs, expenses and fees shall also be a lien upon the Subject Property superior to all others. Should this Agreement require the payment of any monies to the City, the recording of this Agreement shall constitute a lien upon the Subject Property for said monies, until said are paid, in addition to such other obligations as this Agreement may impose upon the Subject Property and the Owner/Developer. Interest on unpaid overdue sums shall accrue at the rate of the lesser of eighteen percent (18%) compounded annually or at the maximum rate allowed by law.

15. **Utility Easements.** For any easement not established on a plat for the Subject Property, the Owner/Developer shall provide to the City such easements and other legal documentation, in a form mutually acceptable to the City Attorney and the Owner/Developer, as the City may deem reasonably necessary or appropriate for the installation and maintenance of the utility and other services, including but not limited to, sanitary sewer, potable water, and reclaimed water services, electric, cable, gas, fire protection and telecommunications.

16. **Periodic Review.** The City reserves the right to review the Subject Property in relation to this Agreement periodically to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the City finds that based on substantial competent evidence that there has been a failure to comply with the terms of this Agreement, the City may not issue development orders or permits until compliance with this Agreement has been established.

17. **Notices.** Where notice is herein required to be given, it shall be by certified mail return receipt requested, hand delivery or nationally recognized courier, such as Federal Express or UPS. E-mail delivery of documents shall not replace or be in lieu of the aforementioned process. Said notice shall be sent to the following, as applicable:

OWNER/DEVELOPER'S REPRESENTATIVES:
Majestic Oaks Daytona LLC
Kalpak Shah
12705 Wyndham West Dr
Glen Allen, VA 23059
Email: kshah@kayakhg.com
Phone: 804-366-3961

CITY'S REPRESENTATIVES:
City Manager

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City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

With copy to:

Director
Community Development
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32725

Should any party identified above change, it shall be said party's obligation to notify the remaining parties of the change in a fashion as is required for notices herein. It shall be the Owner/Developer's obligation to identify its lender(s) to all parties in a fashion as is required for notices herein.

18. **Compliance with the Law.** The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner/Developer of the Subject Property from the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

19. **Captions.** The captions used herein are for convenience only and shall not be relied upon in construing this Agreement.

20. **Binding Effect.** This Agreement shall run with the land, and shall be binding upon and inure to the benefit of the Owner/Developer and their successors and assigns in interest, and the City and their successor and assigns in interest. This Agreement shall become effective upon its execution and recordation with the Public Records of Volusia County, Florida. This Agreement does not, and is not intended to, prevent, or impede the City from exercising its legislative authority as the same may affect the Subject Property.

21. **Subsequently Enacted State or Federal Law.** If either state of federal law is enacted after the effective date of this Agreement that is applicable to and precludes the parties' compliance with the terms of this Agreement, this Agreement and correlating zoning amendment shall be modified or revoked, as is necessary, to comply with the relevant state or federal law.

22. **Severability.** If any part of this Development Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Development Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be effected. To that end, this Development Agreement is declared severable.

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23. **Covenant Running with the Land.** This Agreement shall run with the Subject Property and inure to and be for the benefit of the parties hereto and their respective successors and assigns and any person, firm, corporation, or entity who may become the successor in interest to the Subject Property or any portion thereof.

24. **Recordation of Agreement.** The parties hereto agree that an executed original of this Agreement shall be recorded by the City, at the Developer's expense, in the Public Records of Volusia County, Florida.

25. **Applicable Law/Venue.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue of any litigation relating to this Agreement shall be in the courts of Volusia County, Florida.

26. **Time of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement. The Owner/Developer shall execute this Agreement within ten (10) business days of City Commission adoption and agrees to pay the cost of recording this document in the Public Records of Volusia County, Florida. Failure to execute this Agreement within ten (10) business days of this ordinance adoption may result in the City not issuing development orders or permits until execution and recordation of this Agreement has occurred.

27. **Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings, and agreements, with respect to the subject matter hereof; provided however, that it is agreed that this Agreement is supplemental to the City's Comprehensive Plan and does not in any way rescind or modify any provisions of the City's Comprehensive Plan. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

28**.** **Amendments.** Amendments to the Master Development Plan (MDP) shall be subject to the requirements of Section 114-771(g)(4) of the City of Holly Hill Land Development Regulations, which state that minor amendments to the Preliminary Plan not violating any terms of the written development agreement and not altering the intent and purpose of the MDP may be approved by the Development Code Administrator after such departmental comment as he/she deems appropriate. Minor changes shall be limited to items such as small adjustments to building footprints, allocation of uses within a defined parcel such as retention areas, parking etc. Major amendments will require full review and shall include relocation of uses on the site, except as permitted by the MDP, changes to building styles, changes to landscaping requirements, etc.

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Decisions as to whether modifications are Major or Minor shall be at the sole discretion of the Development Code Administrator.

29. **Effective Date.** The Effective Date of this Agreement shall be the day this Agreement is recorded in the Public Records of Volusia County, Florida.

IN WITNESS WHEREOF, the Owner, the Developer and the City have executed this Agreement.

OWNER/DEVELOPER

By:

Signature of Witness # 1	Signature
Print or type name	Print or type name

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11-2022

As:

_____
Signature of Witness #2

_____
Print or type

_____
Print or type name

ATTEST:

_____
Signature

_____
Print or Type Name

As:

_____

Mailing Address: _____
_____
_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization,** this ____ day of _____, _____ (year), by _____, who is personally known to me or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

_____
Notary Signature

_____
Printed Name

Commission No.: _____

My Commission Expires: _____

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11-2022

DEVELOPER

By:

_____
Signature of Witness # 1

_____
Signature

_____
Print or type name

_____
Print or type name

As:

_____
Signature of Witness #2

_____
Print or type

ATTEST:

_____
Print or type name

_____
Signature

_____
Print or Type Name

As:

_____

Mailing Address: _____

_____

_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization,** this ____ day of _____, _____ (year), by _____, who is personally known to me or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

_____
Notary Signature

_____
Printed Name

Commission No.: _____

My Commission Expires: _____

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CITY OF HOLLY HILL:

By: _____

Date: _____

ATTEST:

_____

Date: _____

Mailing Address:
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization,** this ____ day of _____, _____ (year), by _____, who is personally known to me or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

_____
Notary Signature

_____
Printed Name

Commission No.: _____

My Commission Expires: _____

Approved as to form and legality for use and reliance by the City of Holly Hill, Florida

_____
Scott Simpson
City Attorney

Attachment: Zen Living Development Agreement (2023-O-3054 : Zen Living RPUD Rezone)

EXHIBIT A

LEGAL DESCRIPTION:

(PER ORB 5593 PG. 4601)

PARCEL NO. 1:
LOTS 13 AND 14, EXCEPT THE WESTERLY 20.46 FEET OF RIGHT-OF-WAY OF U.S. HIGHWAY NO. 1, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, AS RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

PARCEL NO. 2:
ALL OF LOT 15, EXCEPT THE WESTERLY 153 FEET THEREOF, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, AS RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

PARCEL NO. 3:
THE EASTERLY 85 FEET OF LOT 18, AND THE EASTERLY 85 FEET OF LOT 17, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, AS RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

PARCEL NO. 4:
THE WESTERLY 180 FEET OF LOT 20 AND THE SOUTHERLY 80 FEET OF THE WESTERLY 180 FEET OF LOT 21, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, AS RECORDED IN MAP BOOK 2, PAGE 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

AND

(PER ORB 5629 PG. 2641)

PARCEL 1: THE WESTERLY 135 FEET OF LOT 17, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 2: THE EASTERLY 110 FEET OF THE WESTERLY 245 FEET OF LOTS 17 AND 18, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 3: THE WESTERLY 135 FEET OF LOT 18, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

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PARCEL 4: THE WESTERLY 153 FEET LOTS 15 AND 16, BLOCK 23, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXCEPT THOSE PORTIONS OF THE ABOVE-DESCRIBED PARCELS LYING WITHIN THE RIGHT OF WAY OF U.S. HIGHWAY NO. 1.

AND

(CREATED BY SURVEYOR)
(PER ORB. 5601, PG. 2923 & ORB. 8143, PG. 2923)

THE NORTHERLY 20 FEET OF LOT 21, AND ALL OF LOT 22, BLOCK 23, MASON & CARSWELL'S HOLLY HILL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA.

LESS AND EXCEPT THE EASTERLY 160.00 FEET THEREOF.

EXHIBIT B

Preliminary Development Plan

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