CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

REVISED AGENDA ● JANUARY 9, 2024

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 Roy Johnson
c. Pledge of Allegiance

2. PUBLIC COMMENTS

3. APPROVAL OF MINUTES

1. Minutes - December 12, 2023 Workshop and December 12, 2023 Regular City Commission Meeting

   (Requested by Valerie Manning, City Clerk)

4. CONSENT AGENDA - ITEMS (1 - 4)

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 –2024-R-1 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Piggybacking of Sourcewell Contract 062421, Approving an Agreement with USA Services for the Provision of Street Sweeping for an Annual Cost of $51,600.36 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

2. Resolution –2024-R-2 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Piggy-Back of Orange County, Florida Term Agreement (ITB# Y21-120-MV) with Hydra Services, Inc., for Abs Pumps, Repairs and Parts in an Amount Not to Exceed $110,000 Annually, and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing an Effective Date.

   (Requested by Antoine Khoury, Public Works)

3. LPR-Flock Agreement Extension Request

   (Requested by Jeff Miller, Police)

4. Award of Alta Drive and 10Th Street Stormwater Emergency Repair

   (Requested by Antoine Khoury, Public Works)

5. REGULAR AGENDA

1. Resolution –2024-R-3 A Resolution of the City of Holly Hill, Florida, Approving the Piggyback of City of Daytona Beach Contract #19632, Awarding an Agreement with Raftelis Financial Consultants, Inc., to Provide a Utility Rate Study for the City of Holly Hill at a Cost of $45,600 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

2. Resolution –2024-R-4 A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2023-2024 Annual Operating Budget, Appropriating Project Carry Over Funds for the Purchase of an F-350 Mini-Dump Vehicle, a Utility Department Rate Study, and Centennial Park and Sunrise Pier Renovations; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.

   (Requested by Michele Moore, Finance)

3. Resolution –2024-R-5 A Resolution of the City of Holly Hill, Florida, Vacating the Plat Recorded for the Property Described Herein and Retaining a Permanent Utility Easement, as Described Herein, Over a Portion of Said Property; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.

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

4. Request for a Code Enforcement Lien Reduction - 18 Timber Trail

   (Requested by Joseph Forte, City Manager)

6. PUBLIC HEARINGS

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

1. Ordinance –2024-O-3068 FIRST READING - an Ordinance of the City of Holly Hill, Florida, Approving the Second Major Amendment to the Malkit Salh Business Planned Unit (BPUD) Development Agreement; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.

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

7. COMMUNICATIONS

A. City Manager Comments

   a. Discuss Direction of the City Annex Building

      (Requested by Joseph Forte, City Manager)

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

8. ADJOURNMENT

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

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

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

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

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

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **January 9, 2024**
FROM: **Valerie Manning**
SUBJECT: **Minutes - December 12, 2023 Workshop and December 12, 2023 Regular City Commission Meeting**
NUMBER: **(ID # 4377)**
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the December 12, 2023 workshop and the December 12, 2023 regular City Commission meeting.

MOTION:

Approve both sets of minutes as submitted by staff.

- Minutes - December 12, 2023 - Workshop (PDF)
- Minutes - December 12, 2023 - Regular City Commission meeting (PDF)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • DECEMBER 12, 2023

City Commission Chamber | **Work Session** | **5:00 PM**

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

2. ROLL CALL

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

3. INCENTIVE AGREEMENT WITH ROCK CLIMBING BUSINESS

1.

Incentive Agreement with Rock Climbing Business - 627 Ridgewood Avenue

(Requested by Valerie Manning, City Clerk)
Mr. Forte gave an update on the Rock Climbing business for 627 Ridgewood Avenue. Mr. Forte stated that he met with staff and the representative of the rock climbing business and they came in and they showed us a draft set of plans that was basically half the size of the building that they originally proposed and it didn't include the glass frontage that we were all told would be there. Where people driving by would see people climbing up these rock walls and they weren't going to have the internal like a cafe or something like that, that they had originally proposed. Mr. Forte let them know that's a pretty significant cut and we're going to have to probably reduce what the reimbursements are. We have $50,000 in escrow, probably cut that in half and we would reimburse it to them when they got around to building the next phase of that, which they said they might have another business interested but nothing was ever solid. Mr. Forte thought the City Commission should have a work session and discuss what they think would be an option. Mr. Forte mentioned that some of the Commissioners have mentioned that although the original $50,000 was based on them doing a larger building and a glass front and now it's 50% of that and no glass front, that maybe giving them the $50,000 to put toward a glass front might be something to put him over the top. Mr. Forte informed the City Commission that he did call and leave a message for Matt Smith tonight and it went to his voice mail and sent him an email in the hopes that maybe he would see it and respond back to me this evening to see if he would be in agreement with

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that but whether he is or he isn't, Mr. Forte thinks that he should get some direction from the City Commission and then go back and talk with Mr. Smith about it and see if there's anything there that he possibly could do. Mr. Forte stated he will leave it open for discussion and just see what kind of direction we can come up.

Mayor Via stated in my discussions, in my one-on-ones with Mr. Forte, he too said that he thinks that because it's 50% of what they proposed to us, that he would be open to, with the incentive money, going with $25,000 but to try to incentivize them further to build the glass wall in the front. If they recall, when we sold this this land, which is very important because it's on Ridgewood, we really wanted a unique business; something that people say oh that's in Holly Hill and this rock business was exactly that. It's different, it's unique and what we were presented was the idea that at night when you're coming down US1 you see the rock wall. He forgot, is it four stories high? Something like that.

Mr. Forte stated it's 40ft.

Mayor Via stated, so four stories roughly, so you're going down US1 and you see that. He thinks that visually, that's a huge impact for our downtown community it brings more people here. We weren't just trying to develop anything and he thinks we all agree on that. He knows that there was like a lumber mill and some other interested parties that we just weren't interested in doing that and that's, and for the public's knowledge, that's where this came about the incentive, to be able to make sure that this was developed. He still wants to see this developed. His only question is he really wants to be able to have that impact along US1 to be able to see the rock wall, see people climbing and so his question for Mr. Forte is, that you probably don't have the answer tonight, he knows they were saying that they would put windows on the front. We need to find out how big. He's okay if it's not full glass panes but it's window, window, window and it's almost the same thing. If it's just one window…

Mr. Forte stated what he got was it would be like three, three windows.

Mayor Via asked huge windows?

Mr. Forte stated they are not going to be these big windows like you envision. They would maybe be, he doesn't think they would be 6 foot windows; smaller than these (referring to the windows in the Commission Chambers).

Mayor Via stated in your talks with them, find out, I'm not for incentivizing that. He is for, meaning when it comes to the full $50,000. He does want to see this developed. He is in the thought process of that. He would give them half since they're giving us half for the incentive to
make sure that it's built and then also offer the full $50,000 if they were to put in the full glass panes. He doesn't know how much that cost if that makes it good for them or not to be able to financially do it. He would assume that they're very expensive but that's how he feels on it.

Commissioner Penny stated the thing that excited him about incentivizing was a 40ft tall glass wall with lights and people climbing at night. He's really not so concerned about the square footage as half the size but he differs from you, slightly Mayor Via. He won't support giving them anything if they don't put in the glass wall. He would support giving

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them the $50,000 towards the glass wall because he knows it's going to be very expensive but if they put the glass wall in, a 40ft glass wall and the building is half the size, he's still okay with giving them the $50,000 because the impact, the visual impact of that wall…it doesn't matter if it's 100,000 square foot building, that Elevator Shaft going up there, is what you're going to see. He would draw the line. I'll give you the full $50,000 if you put in the full glass wall. I'll give you zero if you don't. That's how I would vote.

Mayor Via stated and to your point, that would make it more advantageous to them to actually put it in because now they're getting $50,000.

Commissioner Penny stated they're getting $50,000, they're building half the size of the building. The glass is going to be expensive. He has no idea but he thinks the visual impact of that 40ft wall is worth $50,000. You can't paint a mural on it and make the same impact because the lights and people moving is just going to be amazing to see.

Commissioner Danio stated he was thinking the same thing he was going to say. Without the window, it's useless. It's just another building.

Commissioner Johnson stated he feels the same way. He knows it's a big difference between daylight saving time and not daylight saving time because it doesn't get dark until probably about 8:30 PM and when we don't have daylight saving time and now it's getting dark around 5:30 PM. Something like that just makes a big difference. To him, when you're going down US1, if it's lit up at night, it would be such a great thing. As you all know, I'm 100% for sports in Holly Hill.

Commissioner Currie stated is that she is in agreement about the wall. She thinks the glass wall is very important aesthetically. She can be in agreement with what Commissioner Penny said about no incentive.

Mayor Via stated he can too. Mr. Forte, if you go into that negotiation with them you can express our opinion that we really want the glass wall to be done. Mayor Via stated he will say, he would be willing if they put a lot of windows, if it saved them a lot of money, and you had the same impact, he would be open to considering that if they showed us a visual.

Commissioner Penny stated he wouldn't. He wouldn't give them a dime. If you don't put the wall in…

Mayor Via stated a full pane…

Mr. Forte stated he doesn't know what we ever envisioned would be the glass. He doesn't know if we all thought it would be completely glass. Like, one of those fitness centers or if it would be…

Commissioner Danio stated it has to have a "wow" factor.

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Mr. Forte stated it has to have a “wow” factor. What he thinks they should do is present us a draft of what the elevation would look like and then we'll make a decision based on that.

Mayor Via stated, good. Are we all in agreement with that?

Yes, was the CONSENSUS from the City Commission.

4. FUTURE CONCERTS AT PICTONA

Mr. Forte stated he wanted to make everybody aware that Rick Hamilton did submit his letter of resignation primarily for health reasons and his last day is going to be January 31, 2024. Between now and then John and Michelle are going to try to absorb whatever information Rick may have. We've already changed the ticketing company from the Mimbi Service that the Chamber was doing to the ticketing company. That's going to clear up a lot of confusion over the tickets and what's been issued and what's been paid for. Part of this request is that instead of replacing a contract employee like Rick, is to go ahead and hire a part-time person on staff and have that person work with John, that together they would handle, not that this part-time would do it all, but that would be the part- timer's primary role, would be to handle the concerts and then John would be involved with it as well. Somebody's got to stay there every night when there's a concert until the end and make sure everything gets off properly. Mr. Forte stated he is requesting that we use the funds for Rick to go ahead and fill it as a part-time position on staff.

Mayor Via asked are you proposing it to be expenditure neutral meaning, we're paying him $36,000 this year, will we have a savings? Will it be about the same?

Mr. Forte stated he doesn’t know. It depends on who we can hire, what the quality of their work is, what their experience, is how much time they're going to put in. He doesn’t necessarily think that after all of the cost, workers comp, taxes, FICA and all that stuff, he doesn’t know if it's going to come out to $36,000. It may be more. He’s just not sure but again at a part-time level, he thinks it might be pretty close. He thinks there will be money in there through attrition by the time we get somebody hired. We might have some savings in that area but we're going to have to transfer the money over from contract employee into part-time employee.

Mayor Via stated okay, so there is in the budget, the contract, so that would just transfer over.

Mr. Forte stated, yes. It's paid out of the CRA fund.

Commissioner Penny stated Mr. Forte, do you envision this person, even part-time, they'll be busy one week a month and then there will be some slack time. Do you envision maybe backfilling in some of the special events like car shows and art shows and helping Val (City Clerk) with the Christmas parade and stuff like that?

Mr. Forte stated they can certainly help. Now that we have the new ticket taker system, that

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will be a convenience. Somebody's going to have to be there the night…he doesn't envision this person necessarily working Monday through Friday, 4 hours a day. They may work one week, they may work 20 hours, the next week they may work 40 hours depending upon what the demand is and that's got to be known when we hire them, is you're going to have slow weeks and busy weeks and that's the job. But we can certainly use whatever available time is to assist with some of the other events that are going on. He doesn't know what detail that may be just yet.

Commissioner Currie stated that was also one of her questions because even being a part-time employee that is not going to take up all of the time so she thought a good idea would be to assist with some of the events that we have going on.

Mr. Forte stated, okay.

Mayor Via asked would you still consider, if the right person came along, to contract with them so that way we don't have to worry about all of the details that goes with hiring an employee?

Mr. Forte stated, yes. If we can find somebody that would prefer to be a contract employee. The thing about contract employees, he has no control over time.

Mayor Via stated, right.

Mr. Forte stated, so for example, Rick's got some medical issues and he hasn't come to the office in weeks, months. He works from home. Mr. Forte stated he doesn't have that control on time accountability. He gets paid…

Mayor Via stated and you can't tell him to help Val with the parade.

Mr. Forte stated, right. It's strictly what he's contracted for. We could write that into the contract, if we know it in advance, we could write it into the contract, but he can't change it once the contract's been issued.

Mayor Via stated, right.

Commissioner Johnson stated if you hire someone part-time, how many is there… is there a regulated number of hours that you're allowed to work and still be a part-time employee?

Mr. Forte stated he thinks it gets based off the Affordable Care Act and he believe it's 30 hours.

Mayor Via stated under 30.

Mr. Forte stated, hours 35. What he would typically do is sometimes, because we work a two week pay cycle, they have to put in less than 80 hours in the two week pay cycle.

Commissioner Danio stated, right because one week he could be working 50 but the next only work 25.

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Mr. Forte stated, right.

Commissioner Johnson stated you have to be careful of not letting…

Commissioner Danio stated we're never going to have two events two weeks in a row.

Mr. Forte stated there shouldn't be anymore. We had that last year and the projected schedule, which has not yet been finalized, is pretty much in place and we kind of know what that is. It depends what the job is going to be. It's coordinating the lighting and the and the equipment and the security company and the cleaning company. There's a lot of work leading up to the event that he thinks will take some time.

Mayor Via asked would you place him under Mr. Cox?

Mr. Forte stated he would work with John.

Mayor Via stated and then could he use him for some of the outreach he did? For instance…

Mr. Forte stated if it is part-time, working for the city, we could have him do whatever we want but if he's contracted then I'm kind of limited on the contract agreement.

Commissioner Johnson stated but if he's part-time, he doesn't get all of the benefits, right?

Mr. Forte stated they still get FRS benefits, they don't get health benefits. They get part-time FRS credits but not the health benefits. He thinks they get half time for the holidays, stuff like that.

Commissioner Danio asked, what exactly are you looking from us?

Mr. Forte stated permission to allow him to hire contract employee or a part-timer to fill that spot. It adds another half FTE to our employee count. Mr. Forte stated while he's on that subject, staff met with the Chamber board. We met with their staff last week and he met with the Chamber board yesterday, Commissioner Penny was part of that because he's on the Chamber board and there's some discrepancies in the monies that are remaining with the Chamber that they owe the city for the concerts. It comes down to whether or not the city owes them $2 per ticket for the tickets that were issued at no cost, the free tickets. It was a little bit of a of a debate over whether we should owe that or not owe that. He did find two draft documents that were redlined and in the process of going through the approval that said any ticket issued, whether paid or complimentary, the Chamber would get a $2 processing fee. So, having that, one may conclude that yeah, they probably should be entitled to the $2 per ticket. Even at that, if we credited them, it would still be about $400 short or we would be made whole.

Commissioner Penny stated we're whole because it's the Chamber paid you $400.

Mr. Forte stated they would pay us the $400 and then they'd have some money left over. So it's kind of a wash. If we pay them and they pay us back or they don't pay us. For accounting purposes, we're going to do a note to file, whatever it's called, and we're going to put in there

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that based on these draft documents that were never signed, we believe that it was probably appropriate for them to get the $2 per ticket issued regardless of whether it's a paid for ticket or not.

Mayor Via stated, right. So we don't have to exchange the money. It's just you owe us this, we owe you that.

Commissioner Currie stated, okay.

Mayor Via stated it's a wash.

Commissioner Penny stated they closed the doors with $38 in the bank he thinks.

Commissioner Currie asked what do they do with that?

Commissioner Penny stated they donate it to a nonprofit.

Mayor Via stated he was in favor of doing it that way. He thinks we owe them that money and then and he doesn't want to write it off. The other option is just to write it off, as we didn't collect what was owed to us. But in reality, we owe them that money anyway he would rather do it that way.

Commissioner Penny stated, it's cleaner.

Mr. Forte stated that will make the agreement finalized.

Mayor Via stated and it's fair. So, Mr. Forte has that. Let's go back to the part-time employee and let's see the will of the Commission. ***There was CONSENSUS FOR THE PART-TIME EMPLOYEE NOT MORE THAN 40 HRS A WEEK.***

5. PICTONA - USAGE OF SICA HALL AND CHAMBER OF COMMERCE BUILDING FOR SENIOR ACTIVITIES

1.

Pictona - Usage of Sica Hall and HH Chamber Building - Senior Activities

(Requested by Valerie Manning, City Clerk)
Mr. Forte stated in your agenda packet there's a letter from Rainer that talks about some opportunities for Pictona to run programs at Sica Hall and at the Chamber building. The front office area would still be used as office space and he doesn't know if he would put the CRA office over there, if he has room to keep the CRA office over here or if Pictona would need it but they think that they have enough interest in some of these programs at the Activity Center, which they will call Activity Center instead of Senior Activity Center. They have enough interest that they think they could expand those in both physical and mental programs. Everything from dance classes to it's called BAM (Balance In Motion), things like. Especially, when they have tournaments where there's so many people there that they can't put the classes on because those rooms are being used for tournament processing. They think that they could expand into those two areas

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and be successful. Two things, well a couple things. One is they would, we would still, that like we've done on the others, we would pay the utility cost, the electric,, the water the trash, we would pay for the maintenance of the building, air conditioning, if doors break, things of that nature but they would take care of the custodial work. Instead of having one of our custodians go over there they would be responsible for custodial work. That's one thing. There's the name of what it would be. Comes up to question, is it Florida Healthcare Activity Center at Pictona in Holly Hill? It's an awful lot of words in there and he wants to make sure that we get what we want before…it's going to have to be a separate agreement, so we need to make sure we get what we want before that agreement is signed and not look back and go I wish we would have done something different. Mr. Forte stated not that he needs those decisions today, he wanted to at least get to this point to see if the Commission was in favor of him going over and talking with Rainer about some of these opportunities and see where we could land. We already pay for the Director of the Activities Center so that's already a fee that would be in there. They would pay for the part-time or they would hire an additional part timer. We don't have a recreation department so maybe this is an opportunity where they can grow and they said they would coordinate their programs with whatever is happening over at the YMCA so that it's not in conflict.

Mayor Via stated you're looking for ideas before you go back to start the process to draw up a contract with Pictona.

Mr. Forte stated he wants to at least get the conversation started and then as the conversation gets started he will get back with the Commission and say look here's where we're talking and then the Commission gives him their feedback as to what they think is good or bad or what you want to see different.

Mayor Via stated his thoughts are, one by one, is he thinks it's a good idea to let them use Sica Hall because they're expanding their activities, that's great for the surrounding community. He is not, as of right now, in favor of telling them that they can use the current Chamber building. He thinks that it could be used for additional city offices. As Mr. Forte, you and I have talked about, if needed, as well as, other things. He heard today and I haven't talked to you about this Mr. Forte, I don't know if you heard this but I heard through the grapevine, I hadn't talked to them directly, that the Historic Society was interested in expanding as well. I guess Commissioner Danio, you've heard that as well. I haven't talked to them directly but I think it's something we should consider. I'm not saying that's what we should do today but I think there's better uses for that building than Pictona at this moment but I do agree that to allow them to expand Sica Hall. I think for dancing and ballroom dancing and those things I think Sica Hall is awesome for that. That's a great facility that they should be able to use. I'm for that. Mayor Via stated when it comes to the question of the naming he thinks that, is it Florida Healthcare, right now? The sponsor? They pay for that so they obviously have to stay in the name. If Pictona is going…

Mr. Forte stated let him just clarify, they paid us an amount of money of which we used that money to pay for almost 50% of the salary but that's only for five years. He doesn't remember what the number was. He would have to go back; it might have been $100,000 and we used $20,000 a year for 5 years toward the salary, something of that nature.

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Mayor Via stated so, it may fall off at some point.

Mr. Forte stated it definitely will fall off unless…and they have a 10 year agreement, so 5 years' worth of pay for 10 years' worth of naming rights. This was one of the agreements that was done early on that we didn't know what it was going to be so, they kind of got a pretty good deal.

Mayor Via stated, okay. He thinks that and he doesn't have a name for Mr. Forte today but if Pictona wants to be…so, in the letter it said that Pictona wants to capitalize on the goodwill of the Activity Center and use that positive publicity for themselves and then it did say in the next line that Holly Hill would probably want the same and of course he thinks that we want to see that when it comes to the Senior Activity Center. That is something that this Commission fought for and we made sure that was in there. We added that. We funded that and we still fund an employee over there or half of it. He thinks that our…if their name is going to be in it, our name needs to be in it. It does get very cumbersome. The official name could be longer. He was thinking maybe we could come up with an acronym but that's always tough because then you got to check the acronym make sure it doesn't mean anything you don't want it to mean but that's a tough one for me. He's going to have to chew on it and get some ideas for that. At the end of the day it may be that Pictona and Holly Hill don't have their name in it because and at the end of the day, the sponsor is paying for that and he wants them to sponsor it again and once that contract runs out…

Mr. Forte stated the sponsor's name will always be part of it.

Mayor Via stated, right and it may change. It may just become known as The Activity Center even though the full name is yada yada yada. That's how he feels.

Commissioner Danio stated the one guy from The Historical Center, he comes in quite a bit, the young guy Jordan, and he was talking about them being interested in expanding too. I'm kind of with you Mayor on that. I would think they would have the right to have first dibs on it, I would think.

Mayor Via asked so you're saying hold off on that but then the name, do you feel the same?

Commissioner Danio stated the name is all logistics, we'll figure that out.

Mr. Forte stated so, hold off on working with the Historic Society?

Commissioner Danio stated, no. I think they should have first write a refusal before…

Mr. Forte asked you want me to engage the Historic Society?

Commissioner Danio stated, yes because they're talking about it anyway and they're already there.

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Mayor Via stated we should see what they propose, he thinks. He would like to hear them out too. Not saying I'm going to do that but I do want to hear what they have in in mind.

Mr. Forte stated, okay.

Commissioner Penny stated he's in agreement with Sica Hall, that's a no-brainer and the name we can figure that out in the details later. He's just a little concerned about what goes over at the old Chamber building. Mr. Forte was talking about bringing in a part-timer in the CRA Department. He thinks that front office screams for that department to be over there and if the Historic Society wanted to do something in the back he wouldn't be opposed to that. He would like to see the Historic Society have a little skin in the game. He would like to see them raise a little money and do something. We pay all the bills over there. He's been approached by three different members of the Historic Society. He thinks they think it's a given that they're just going to, when the Chamber moves out they're just going to fill their stuff in. He was at one of their special events last month and it's a terrible setup the way they have it because they served refreshments and they don't have a sink. They have to wash their dishes in the bathroom. There's no access to a sink on that so when the building was split or constructed, there was no thought of it being a 50/50 building, at the very least, they need to have some access to that kitchen area there and he doesn't know if you can move doors or what but so he's not opposed to them going over there but he really thinks that John's office is going to get pretty small if he has a part-timer in that little 10x10 room he's in now.

Mr. Forte stated he would rearrange things.

Commissioner Penny stated if we're going to expand and we have that space, let's not give it away if we have a better use for ourselves.

Mayor Via stated, agreed.

Commissioner Currie agreed.

Commissioner Johnson stated he just doesn't believe you should paint yourself in a corner. You should allot room no matter what. That's what we can do. We say the Historic Society can take it if they're not paying anything, what do we get out of it.

Mayor Via stated what I'm hearing and correct me if I'm wrong, but he hears ***CONSENSUS*** that we are all in agreement of Pictona being able to use Sica Hall but not the Chamber building at this time and we'll figure out the name as we go along, is that correct? ***There was CONSENSUS FROM THE COMMISSION.***

Mr. Forte stated while he is on this subject, one of the other challenges that we have and Rainer sent him an email over the weekend that there was a little bit of scuttlebutt. *(Mr. Forte is showing a map of the city yards on the overhead projector at this time).* Rainer had heard a rumor, some scuttlebutt going around that one of the Associations was considering not going back to Pictona because of the parking problem. Now the person he heard that from also isn't aware of all the parking that really is available on site and

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offsite. Mr. Forte stated last Monday he did go with Antoine to look at the back of city yards and my initial thought was maybe we can cut city yards in half and give them this whole back half. After I walked the area with Antoine and realized what's back there and what they need access to and having enough area for trucks to move and turn and pick up dirt and drop dirt and there's sand for sandbags, there's dirt from the streets from the street sweeper, this is a pile of millings that eventually will go down but it's still there. What Antoine was recommending is that we give them a section from right about…there's a gate down here from this side of the gate and bring it up so that it matches this side of the gate over here and just fence all this in and then we would use some of our heavy equipment to just kind of level it out and make it more parkable. He doesn't think…would we put millings?

Antoine Khoury, Public Works Director/City Engineer stated we spread the millings.

Mr. Forte stated we'll spread some millings just to stabilize it a little bit but not go into anything fancy. That we can do in-house and then if there's anything beyond that, like the need for lights, he kind of thinks that would be a Pictona expense, whether it's generator lights or power run to spotlights up there or whatever it may be. He wanted to kind of throw that out to the Commission to see if they support that recommendation. He doesn't know how many cars they could actually fit in there.

Commissioner Penny stated it looks like there's 50 cars there right now; you could get 200 there easy.

Mr. Forte stated it's certainly an improvement if we could…now, it would be given to them as needed, so it's not like they…we would have one of those a lock in a lock where if they need it, they'd have access to it but if we need it, we have we have access to it. We'll have to coordinate. If a hurricane comes and we don't have room on the old school side for debris, that's our debris area. If we need an area for sand for sandbags, we have to use it for that.

Mayor Via stated he thinks, first and foremost, it's ours but it's obvious that they need more parking, we all see that. The real problem with parking exists when it rains because then they can't use that field.

Commissioner Penny stated, right that was the whole problem, the retention ponds.

Mayor Via stated and he thinks, it's hit or miss if that's going to happen or not. He thinks if you don't have that problem then this will be more than enough space. He's willing to say yes to this but I agree with you, Mr. Forte, that I don't want the city to spend extra money to pave it and to dedicate it and do all this put in permanent lighting. He thinks portable lighting, if there's tournaments happening at night then Pictona can have that down there and he thinks that will be a decision on them. That's just where he's at on it.

Commissioner Penny stated he knows for the last tournament, they actually had golf carts and they were shuttling people back and forth.

THERE WAS <u>CONSENSUS</u> FROM THE COMMISSION ON THIS.

6. PICTONA IDENTITY / SLOGAN

Mayor Via stated Vice-Mayor Penny, you brought this up and I thought it was an amazing idea. I love it. When you look at Naples and they stole our little thing but they beat us to the punch; it was fair. I've given a lot of thought to this. I have an idea. He knows that Pictona

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has gone ahead without discussing it with us, he thinks maybe they caught wind that we wanted to work together to come up with a full slogan, that we could both use to promote it and they came up with *Pickleball Paradise*. Now, my opinion, probably doesn't mean much to them but my opinion is that, that's not a good slogan. He doesn't think of that as Pickleball Paradise. When he thinks of paradise he thinks of palm trees and tiki torches and although that place is nice that's not what that is and he doesn't think it separates us as a city. What he thought of is a playoff of we're already playing off of Daytona International Speedway by Pictona and we talk a lot about being the NASCAR of Pickleball. What they use is the World Center of Pickleball and it's available and they don't have to use it, we can just declare we are the World Center of Pickleball. We can't be the Pickleball Capital of the World because of Naples, unfortunately, but the World Center of Pickleball. He wanted to throw that out there Commissioner Penny because he told him he would give it a lot of thought.

Commissioner Penny stated he thinks it's a good idea. His struggles with this thing is… he thinks it's a great idea, he just don't know what the words are. He really sees it going past the slogan and incorporating Commissioner Danio's "peanuts around the city" would be fiberglass pickleballs in front of businesses or in a park or somewhere and so and have a local artist paint them and that ties into our mural theme and it's kind of all coming in full circle. He likes the Mayor's idea. He thinks it's something that whether, honestly Pictona is going to spend more marketing dollars on this than we will, so he doesn't think we should do something that offends them but he likes the Mayor's suggestion and there could still be shirts that say Pickleball Paradise.

Mayor Via stated, yes. He's not saying take it away.

Commissioner Penny stated, no but he thinks that's a good idea. He likes the World's Most Famous but it does…now we got to make sure, has anyone else declared that?

Mayor Via stated, no. We looked it up and we didn't find that at all. It's kind of a playoff of racing…

Commissioner Penny stated we're right there.

Mayor Via stated we are and then my thought too on it was that he thinks it would catch on and he thinks of ESPN when they're showing it. "We're here at Pictona at Holly Hill, The World Center of Pickleball", they're never going to say Pickleball Paradise. It's not catchy. What we should do is tell Rainer that this he came up with this and said it and then we're just bringing it back up and he thinks he'll be for it. He thinks that's the way we approach this. We shouldn't shove it down their throat, he's not saying that but what he is saying is that as we promote this we promote this brand just as Daytona is *The World's Most Famous Beach*, just because they declared it. We declare ourselves, *The World Center of Pickleball*, that's his thought.

Commissioner Penny stated he likes it. She has a Pickleball group of about two dozen people that we regularly play with and so she's said something to them, "hey if you could come up with a slogan what would you come up with?" She likes the Mayor's.

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Mayor Via stated pass that one by them.

Commissioner Currie stated she's going to ahead and throw this out, just because she told them she would, "Holly Hill Home of Pictona" and "Holly Hill Pickleball Mecca at Pictona" but she does like "The World Center Pickleball."

Commissioner Penny stated that rolls off your tongue a lot easier.

Mayor Via stated it's concise. It means so much within a few words.

Mr. Forte asked do you want me to present that or bring it up in conversation?

Mayor Via stated he thinks it first it starts with us. He thinks that as we promote Pictona anywhere, we've been in magazines and whatnot, we add that slogan to it right underneath, The World Center of Pictona" and we start using that verbiage. If they want to pick it up that's great. He doesn't know, Mr. Forte, you have a good relationship with the Martens, maybe you could bring it up if you feel that's the best way to go about it. He wants to do it in the best way possible. He thinks that it's advantageous for them and it's advantageous for us because for them they want to be known as The World Center of Pickleball.

Commissioner Currie stated Mayor, are we doing Holly Hill World Center of Pickleball or…

Mayor Via stated he would say it's not our official slogan for everything and everywhere. We don't have that…

Commissioner Currie stated just The World Center of Pickleball.

Mayor Via stated if it's specific to Pictona, we're promoting that we are The World Center of Pickleball. Hopefully, in conjunction with Pictona, so you could talk to the board about it Mr. Forte.

Commissioner Johnson stated it seems like it's growing fast. It's not going to back up again. We're going to go forward. He was thinking about back up to the question before that one, if we don't have enough parking for people to park, it's going to eventually, some of it's going to go away. People don't like that. They don't like to try to find a place to park on the street and walk or some place; they got to worry about, like on the beach side, every time you park you got to worry about if the car is going to get towed before you get back. He thinks we ought to, at least, look into the minimum amount it would cost to make a parking lot, whether you have to pave it,
or gravel it or whatever, to where it's accessible when it's raining, or whether the weather is bad or and to have access to the parking lot back in Pictona, whatever. He thinks, to him, that is a big thing. He believes you've got to spend some money to make money. He's always been that way. He doesn't look at it like if we use a parking lot we already have but if you can't use it during bad weather, we have our share of it. He thinks we ought to at least get some kind of idea of how much it would cost us to improve the parking lot even if we don't have to contract it out.

Commissioner Penny stated, Mayor, he honestly thinks we could use the words, Pictona and

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Holly Hill interchangeable in that slogan because he was recently talking to a guy yesterday and he just came back from a cruise, he works a mile away from Pictona, he's never been there, he asks me about it all the time, he played Pickleball on the cruise and they played on the basketball courts and it's got a glass wall around it but he was playing with people he never met from all around the country and when he told them where he lived, they knew Pictona. They didn't know it was in Holly Hill but they knew Pictona was in the Daytona Beach area and he wants ESPN to say we're at Holly Hill, The World Center of Pickleball. They can say Pictona World Center of Pickleball but if they say, if they interchange those two words, we get more credibility from it he thinks.

Mayor Via stated he agrees. He thinks it would be most beneficial to be able to work with them. He just thinks maybe it shouldn't be his idea. Maybe it comes from one of you guys. Just throw it out there.

Commissioner Penny stated he sees Rainer a couple times a week so he will throw it out to him.

7. SOLID WASTE FINDINGS UPDATE

Per the Mayor, he asked that they hold off on this discussion and they could possibly have Mr. Forte bring it up under his comments at the end of the regular meeting tonight.

8. NEIGHBORHOOD COMMUNITY MEETINGS FOR DEVELOPMENTS

Mayor Via stated he didn't get to ask Mr. Walker if he was prepared for this or whatnot but I did ask him some questions about it. If I state you wrong or whatnot, feel free to correct me, unless you are prepared to present anything on this. I can talk about it and then you can come up if you have something to add. Mayor Via stated we have talked about this in a couple other meetings. As an example in January there will be a development coming before us that is for town homes and currently we do not have a requirement for a developer that's coming in to hold a developer initiated neighborhood meeting. Other communities do and he asked Mr. Walker to reach out and at the time that he responded a couple weeks ago, he reached out to 10 cities with regard to whether or not they require that a developer hold a neighborhood meeting prior to rezone or a future land use amendment being formally presented. The results are as follows: Port Orange is yes, Ormond Beach yes, Daytona Beach yes, DeBary yes, and then there's six others. Out of the 10, four were yes that they require these neighborhood meetings, It's not unusual and so what he would say is and what I'm asking the Commission tonight is to give staff direction is to have them prepare an item to come back to us for us to require if there's any future land use amendments or rezones that are abutting residential properties that we require the developer to first, before it goes to the Board of Planning and Appeals, to hold a neighborhood meeting. A developer initiated neighborhood meeting. They will invite the people within that radius that they have to do. What he will say, in January the item that's coming before us, even though we don't require that, Mr. Walker reached out to the developer and they agreed to hold one of these meetings and he understands today Mr. Walker told him that there were six people at that meeting. Here's the thing, we all see it that when we have a rezone or future land use, we're sitting as a quasi-judicial body and a lot of the residents come out and they come before us and they ask questions. Technically, we're not really here to answer those questions. We're here to hear the input that they have on the item but the problem with that is, is that unlike us government junkies that know that we can look up the agenda and go through all the items, we can call staff, we can make those calls, a

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lot of times they have legitimate questions that they just want answered and they didn't know prior to this meeting they could call and talk about this. What this does, he thinks, before it even goes to the Board of Planning and Appeals, the developer holds the meeting, answers any questions that they have. Furthermore, here's the input and that might actually, before they come before the Board of Planning and Appeals, make the developer go, “you know what, we're going to add extra park space or we're going to address this, we're going to address that because this is the needs of that neighborhood.” He thinks there's only benefits to doing it. He doesn’t think that any developer would say, “oh, I'm not going to go to Holly Hill to try to do anything just because I have to hold one meeting”, especially, because these other cities require these meetings as well. He thinks it's simple and he thinks it creates more education. He thinks it gets answers and it also allows the community to have more input. He just wanted to see if there was enough support to have staff come back with an item so that we could put an extra requirement on it.

Commissioner Currie stated she was actually at a neighborhood meeting that a developer was doing off of 6th Street, the News-Journal, because she had several residents contact her and she knew that there was a lot of concern, a lot of misinformation, people thinking Holly Hill was involved and she decided to go out there just to see what was happening and try to clear up some
Misinformation. She can tell them, they were there maybe 20 or 30 minutes, it wasn't a long meeting but there were a lot of questions and she thought to herself, this is a pretty good idea to have this because a lot of this can be quashed before it gets to even the Board of Planning and Appeals. She can support that because she actually saw how well that worked.

Mayor Via stated, yes. Good, thank you.

Commissioner Currie stated she can definitely support that, Mayor.

Commissioner Penny stated his only concern is do the other municipalities put a size limit on the
on the rezoning or future land use because if you're doing a 50 by 100 lot, it sounds like a lot of work for nothing.

Mayor Via stated it's a mixed bag of what they do or what they don't and he has an email here from Mr. Walker and he would know better than him on the details but what we could do Commissioner Penny is we can ask staff to go through and give us detailed information on what is required in each municipality.

Commissioner Penny stated he’s fine with that.

Mayor Via stated he thinks then we pick and choose the best of each because nobody, he thinks, is 100% right. So, let's pick and choose what works from Daytona and Port Orange and Ormond and what doesn't work we could throw out because we're unique and we don't have many available properties for development but we do have several that could be redeveloped in the future. Are you good with that?

Commissioner Penny stated he is okay with that.

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Mr. Walker stated it may just be helpful to know that the vast majority base the meeting on what type of development is going next to residential. Most of them say if you are rezoning and you are going from let's say residential to multi-family next to residential or commercial next to residential industrial, that is primarily what he saw. He didn't really see any that had to do with size but more the type of development going into residential. If you're going from commercial to commercial many didn't require a neighborhood meeting or residential to residential but anything where you were increasing intensity next to residential, that's more or less what he saw.

Mayor Via at a bare minimum, anytime density is increased that needs to be taken a look at or if residential is moving to commercial. Yes.

Mr. Forte stated he thinks typically those meetings are not attended by staff. It's held by the developer.

Mayor Via stated, correct.

Mr. Forte stated the community. He just wants to make sure everybody understands we wouldn't have representation there.

Mayor Via stated, correct but it's a requirement that we have them. Hold it so that way they can hear the community and get answers to the residents that are looking for them.

9. ADJOURNMENT

The workshop adjourned at approximately 5:55 PM.

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CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • DECEMBER 12, 2023

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

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

a. Roll Call

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

b. Invocation by City Commissioner John Danio
Commissioner Danio led the invocation.

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

2. PUBLIC COMMENTS

The following individual spoke to the Mayor and City Commissioners:
Jim Legary, Holly Hill.

3. APPROVAL OF MINUTES

1.

Minutes - November 28, 2023 - 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, Currie, Danio, Johnson

Enacted and approved this 12th day of December, 2023, in Holly Hill

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4. CONSENT AGENDA - ITEMS (1 - 4)

Mayor Via asked if there was anyone in the audience that wished to speak on any item on the Consent Agenda or if any member of the Commission wished to pull an item for further discussion. Mayor Via asked to pull Consent Agenda Item #1, Resolution 2023-R-78 for further discussion.

1. -2023-R-78 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida Waiving the Bidding Requirements for the Construction of the Mirage Pond Project and Awarding the Project to Cc Civil in an Amount Not to Exceed $308,049.75 and Authorizing the City Manager to Execute the Same

(Requested by Antoine Khoury, Public Works)
There was some discussion amongst the Mayor, City Commissioners, and staff. Mayor Via mentioned that he would like to see the money used elsewhere and is not in favor of this. Commissioner Danio agreed.

Mayor Via opened public participation. No one spoke.

Mayor Via stated for the record, and he know Mr. Forte feels the same way, before the other two Commissioners come up with their own opinion, he wants to make sure that they know we're not sitting on our hands.
Mr. Forte stated, absolutely not. Absolutely we're not.
Mayor Via stated and what he's proposing is to do a different project.

Mr. Forte stated and he would agree with him 100%. If we don't do this, let's plan another one right away.

Mayor Via stated, right and he agrees with that. He just wanted to be clear with that.

Mr. Forte stated Mayor, before you go to a vote, Antoine, I don't know what the timing is for that contract that's on site but would the Commissioners be more comfortable if we move this item to a work session and had a storm water engineer come in and talk to us about it and get somebody that knows what they're talking about?
Mayor Via stated he would definitely be open to that.
Commissioner Currie stated she prefers that.
Mr. Forte stated why don't we table it to a work session.
Mayor Via asked would the maker of the motion withdraw his motion?
Commissioner Penny stated his concern is that when government says we're going to do something immediately that means 2025 or after and you're not going to see any impact for $300,000 more than that much no matter what we do. He thinks the longer we wait, the more expensive it is. He has no problem waiting to hear a civil engineer tell us the effect but he thinks we have a plan and we need to stick to the plan and pick away at it. You know, how do you eat an elephant one bite at a time? We just need to just do that. He will withdraw the motion but he wants this to happen. We're not even going to meet again until January, so we're already into 2024. He doesn't want to kick this down the

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road because if we have a workshop, it's going to be in February then we won't vote on it until March. Isn't there a contractor there doing stuff now?
Mr. Forte stated they're beginning to start the work. He doesn't know if they're in this area but that was part of the cost benefit, is that there wouldn't be a mobilization cost because they're already on site or a reduced mobilization cost because they're already on site.
Commissioner Penny stated so, yes. To mobilize that equipment it's probably $50,00 to move that kind of equipment here.
Mr. Khoury stated, yes, the maintenance of traffic mobilization.
Commissioner Penny stated he's going to keep his motion. If it fails, it fails but he thinks we need to move forward and do something. Sitting around doing nothing is inexcusable.
Commissioner Currie stated she can agree with that.
Mayor Via stated alright, he does not withdraw his motion. We are going to need to take a vote.

(The entirety of this item and meeting is available on CD upon request in the City Clerk's Office or available online on the City's YouTube channel).

RESULT:	**ADOPTED [3 TO 2]**
MOVER:	John Penny, District 1 - Commissioner
SECONDER:	Roy Johnson, District 4 - Commissioner
AYES:	Penny, Currie, Johnson
NAYS:	Via, Danio

RESOLUTION
2023-R-78
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA WAIVING THE BIDDING REQUIREMENTS FOR THE CONSTRUCTION OF THE MIRAGE POND PROJECT AND AWARDING THE PROJECT TO CC CIVIL IN AN AMOUNT NOT TO EXCEED $308,049.75 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA WAIVING THE BIDDING REQUIREMENTS FOR THE CONSTRUCTION OF THE MIRAGE POND PROJECT AND AWARDING THE PROJECT TO CC CIVIL IN AN AMOUNT NOT TO EXCEED $308,049.75 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has identified the construction of the Mirage Pond as a Capital Project; and

WHEREAS, Public Works has requested a bid from the site contractor, CC Civil; and

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WHEREAS, CC Civil has submitted a proposal at a value of $308,049.75; and

WHEREAS, staff recommend the formal waiving of the bid procedure and award the project to CC Civil in an amount not to exceed $308,049.75.

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 formal waiving of the bid procedure

SECTION 2. That the City Commission of the City of Holly Hill award the construction of the Mirage Pond project to CC Civil in an amount not to exceed $308,049.75 and authorized the City Manager to execute the same.

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

APPROVED AND AUTHENTICATED on this 12th day of DECEMBER, 2023.

Enacted and approved this 12th day of December, 2023, in Holly Hill

2. –2023-R-79 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Auction of a Donated 2007 30Kw Single Phase Kohler Generator According to Purchasing Policy Section 13.2 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

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

RESOLUTION
2023-R-79
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE AUCTION OF A DONATED 2007 30KW SINGLE PHASE KOHLER GENERATOR ACCORDING TO PURCHASING POLICY SECTION 13.2 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE AUCTION OF A DONATED 2007 30KW SINGLE PHASE KOHLER GENERATOR ACCORDING TO PURCHASING POLICY SECTION 13.2 AND AUTHORING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Public Works Department has identified a donated 2007 30kW Single Phase Kohler Generator that is unable to be used for City owned assets; and

WHEREAS, public auction of surplussed equipment will generate revenue for the City to be placed in the general fund.

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 donated 2007 30kw Single Phase Kohler generator as surplus and authorizes the sale of this equipment at public auction with a reserve price set to $2,000.

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

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

APPROVED AND AUTHENTICATED on this 12th day of DECEMBER, 2023.

Enacted and approved this 12th day of December, 2023, in Holly Hill

3. 2023-R-80 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Standardized Sole Source High Service Pump #2 Replacement and Installation Proposal from Tom Evans Environmental in the Amount of $56,978.00 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

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

RESOLUTION
2023-R-80
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE STANDARDIZED SOLE SOURCE HIGH SERVICE PUMP #2 REPLACEMENT AND INSTALLATION PROPOSAL FROM TOM EVANS ENVIRONMENTAL IN THE AMOUNT OF $56,978.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE STANDARDIZED SOLE SOURCE HIGH SERVICE PUMP #2 REPLACEMENT AND INSTALLATION PROPOSAL FROM TOM EVANS ENVIRONMENTAL IN THE AMOUNT OF $56,978.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City Utility provides permitted water treatment system to help maintain the health and well-being of the community; and

WHEREAS, The water treatment system requires capital budget maintenance improvements from time to time to provide uninterrupted water services as equipment ages; and

WHEREAS, Tom Evans Environmental is the sole source municipal product representative of Peerless Pumps; and

WHEREAS, a proposal was received from Tom Evans Environmental for the replacement and installation of water plant Peerless high service pump #2 in the amount of $56,978.00.

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

SECTION 1. That the Commission of the City of Holly Hill accept the standardized Peerless pump equipment purchase and installation service proposal from Tom Evans Environmental under the City's sole source purchasing policy.

SECTION 2. That the Commission of the City of Holly Hill approve a purchase and installation of the standardized Peerless high service pump system from Tom Evans Environmental for $56,978.00, and authorize the City Manager to execute the same.

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

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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 12th day of DECEMBER, 2023.

Enacted and approved this 12th day of December, 2023, in Holly Hill

4. -2023-R-81 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Sole Source Purchase and Service Installation of Standardized Replacement Peerless Transfer Pumps, Piping and Valves from Tom Evans Environmental for a Cost of $265,954.04 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

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

RESOLUTION
2023-R-81
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE SOLE SOURCE PURCHASE AND SERVICE INSTALLATION OF STANDARDIZED REPLACEMENT PEERLESS TRANSFER PUMPS, PIPING AND VALVES FROM TOM EVANS ENVIRONMENTAL FOR A COST OF $265,954.04 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 SOLE SOURCE PURCHASE AND SERVICE INSTALLATION OF STANDARDIZED REPLACEMENT PEERLESS TRANSFER PUMPS, PIPING AND VALVES FROM TOM EVANS ENVIRONMENTAL FOR A COST OF $265,954.04 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City Utility provides permitted water treatment system to help maintain the health and well-being of the community; and

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WHEREAS, The water treatment system requires capital budget maintenance improvements from time to time to provide uninterrupted water services as equipment ages; and

WHEREAS, Tom Evans Environmental is the sole source municipal product representative of Peerless Pumps; and

WHEREAS, a proposal was received from Tom Evans Environmental for the replacement of the water plant transfer pumps, valving and piping system in the amount of $265,954.04.

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

SECTION 1. That the Commission of the City of Holly Hill accept the standardized Peerless pump equipment purchase and installation service proposal from Tom Evans Environmental under the City's sole source purchasing policy.

SECTION 2. That the Commission of the City of Holly Hill approve a purchase of the standardized Peerless transfer pump system with valving and piping installation service proposal for from Tom Evans Environmental for $265,954.04, and authorize the City Manager to execute the same.

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 12th day of DECEMBER, 2023.

Enacted and approved this 12th day of December, 2023, in Holly Hill

5. REGULAR AGENDA

1. 2023-R-82 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Amending the City of Holly Hill's Purchasing Policy, Which was Approved in Resolution 2022-R-17; Providing for Legislative Findings and Intent; Repealing All Resolutions in Conflict Herewith; Providing for Authority to the City Manager for Implementing Administrative Actions; and Providing for Scrivener's Errors, Conflicts Severability; and Providing an Effective Date.

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

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RESULT:	**ADOPTED [4 TO 1]**
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John Penny, District 1 - Commissioner
AYES:	Penny, Currie, Danio, Johnson
NAYS:	Via

RESOLUTION
2023-R-82

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE CITY OF HOLLY HILL'S PURCHASING POLICY, WHICH WAS APPROVED IN RESOLUTION 2022-R-17; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; AND PROVIDING FOR SCRIVENER'S ERRORS, CONFLICTS SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF HOLLY HILL, FLORIDA, AMENDING THE CITY OF HOLLY HILL'S PURCHASING POLICY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; AND PROVIDING FOR SCRIVENER'S ERRORS, CONFLICTS SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, a review recommended an update to the Purchasing Policy to strengthen procurement standards for federally funded grant projects.

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

SECTION 1. Legislative Findings and Intent. The City Commission of the City of Holly Hill has complied with all requirements and procedures of Florida Law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Commission Approval. The City Commission of the City of Holly Hill, Florida, hereby deems it necessary to amend the Purchasing Policy incorporated herein as Exhibit "A".

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such actions as he may deem necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed

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appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 4. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 5. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 6. 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 7. Effective Date. This Resolution shall become effective upon its adoption.

APPROVED AND AUTHENTICATED on this 12th day of DECEMBER, 2023.

Enacted and approved this 12th day of December, 2023, in Holly Hill

2. -2023-R-83 Resolution

A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Amending the Fee Schedule for the Fiscal Year 2023-2024; Providing for Severability; and Providing for an Effective Date.

(Requested by Michele Moore, Finance)
Mr. Forte stated the finance department is proposed adding a merchant fee on all credit card purchases in the fiscal year the city paid $154,000 in fees on payments totaling $5,228,700 made using credit and he wants to specifically call this one to them. It's very important that he makes this clear. What staff is recommending is that, probably since its inception, well shortly after its inception, we didn't charge the customer the credit card fee, the city absorbed that credit card fee, and the purpose of doing that is we wanted more and more people to use the credit card to pay their utility bill rather than letting it lapse where their water was being turned off. It was a means of convenience for them to do it. Well over time, a lot more people are using it and a lot larger water consumers are using it to the tune of it costing the city $155,000 to pay credit card fees. So, in the Resolution, he added back credit card fees for utility bills. That if you don't want to do it remove that. If you do want to do it, leave it in but he wanted them to make a conscious decision to remove it. He wants to make sure that we were clear on that. The other fees were primarily for the building department. It's the plan reviews fees, the annual sign renewal fees, the technology fee, lien search fee, a merchant and the merchant fee of 3% and that would be on people coming in getting permits and things of that nature. He wants to be sure the Commissioners talk about that utility…the credit card fee on utility

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bills. There's several options. There's credit card, debit card, cash, check, bank draft, going through AMSCOT on Nova Road. There's a number of ways to make a payment. They can call it in to the 800 number. There's a number of different ways they can do it.
Mayor Via stated he has a few questions, specifically about the 3% fee that is proposed here to the end user. Mrs. Moore, have we always paid the credit card fees? Like, always?
Mr. Forte stated since the inception, initially, we had the customer paying fees and at some point we made a decision that the city would pay it. He thinks, and you can't quote him on when it was.

Mrs. Moore stated her understanding is that it happened during COVID.

Mr. Forte stated that's what he was going to say, COVID.

Mayor Via stated his second question is, is the $154,000 in credit card fees that we currently pay, is that only from citizens or businesses paying us with credit cards? Meaning, you know, online I pay my water bill, right now I'm not paying the 3%. If this goes through, I would pay 3% extra to cover that credit card fee. Is that primarily where the $5.2 million that we take in from credit cards are coming in?
Mrs. Moore stated, yes but we have some very large commercial accounts. The condominium.
Mr. Forte stated we have Marina Grande, Angelica, Metra. There's a number of large consumers that are now paying by credit card and that adds up quite a bit.
Mrs. Moore stated the condominium, their invoice, is averaging about $55,000 and so, we're not recovering the 3% that we're losing on that.
Commissioner Penny stated imagine the points they're getting.
Mr. Forte stated, yes.
Mayor Via asked $55,000 is what we're paying for Marina Grande?
Commissioner Penny stated, no.
Commissioner Danio stated that's what they're paying us.
Commissioner Penny stated a month.
Mayor Via stated oh, a month, okay.
Mr. Forte stated 3% on top of that, we're paying.
Mrs. Moore stated we're paying the 3% on their behalf.
Mayor Via stated, okay.
Commissioner Danio stated so, it's going to cost them an extra $650 just to use a card.
Commissioner Penny stated, write a check.
Mrs. Moore stated or bank draft.
Commissioner Currie stated yes, she pays through my online banking.
Mayor Via stated when he looks at this, he looks at $154,000 that could be recoverable but at the same time, he's not on auto draft like you guys, he thinks…did you just say you're…
Commissioner Currie stated no, she pays every month through my bank.
Mayor Via stated, me too. He's paycheck to paycheck, it's no secret. Any fee on that amount…
Commissioner Currie stated there's no fee on what she does.

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Mayor Via stated correct, on bank draft. He's just saying for bank draft, for him, he budgets everything each time, and he doesn't have an automatic withdrawal for his water bill. He as to make sure everything's in line and he knows that's how a lot of our citizens are.
Commissioner Penny stated but you're not getting fee for that.
Mayor Via stated no, currently he's not but if this goes through he would.
Commissioner Penny stated, no. Only if you're paying with your credit card.
Commissioner Currie stated if you're paying through your bank…
Mayor Via stated and I'm paying through my debit card.
Commissioner Currie stated oh, no. I'm doing my online banking paying my bills.
Mayor Via stated maybe we come at this from a different standpoint. If the bill is $55,000 for Marina Grande, maybe can we look at a differentiation between that? He means, the city is paying a lot of money for them to be able to pay that. Let him get the third question out. Is it easier for staff for a customer to pay online instead of at City Hall for Mrs. Moore's staff? Is it easier for our staff if a customer pays online or comes in and stands in line?
Mrs. Moore stated it's easier if they pay online because there is no entry involved in our staff, for our staff to do.
Mayor Via stated and the point to that is, when we talk about a convenience fee, I think it's a convenience to the city to be able to have this paid online. If you take a thousand people a month that are paying on debit card or however many probably more than that, and they come in to pay here, that's going to be a lot harder on staff than what this is. He understands convenience fee can mean you can sit at home and do it. They can see where he's going with this. He would like to take out the 3% out of the fee schedule, and that's where he's headed with this.
Mr. Forte asked if he could negotiate with the Mayor?
Mayor Via stated, yes.
Mr. Forte stated when I bought a car one time they said they'll only do a credit card on the first $5,000 and I don't know if it's possible and I don't want anybody to commit to this but what if we said there's no credit card fee for the first $200 of a bill and everything over that you pay the fee? Now, if that's a disaster set up in the system, which it may be…
Mayor Via stated that's not a bad idea.
Commissioner Currie stated so, in other words, if we charge this 3% the monies that are currently being spent, $155,000, we could actually get one or two more employees in there to help for that kind of money. She understands what they're saying, it's a convenience for the city but it's also a convenience for the end-user. She chooses not to pay and not use my debit card. Instead she goes through her bank and pay it. They can drop it off outside in a check or a money order form. There's plenty of ways they can pay their bill without paying the fee but because they are also receiving the convenience of sitting at home and paying their bill or sitting at work and paying their bill, she doesn't think the 3% is too unrealistic because the city, citizens that may pay their bill in a free way, are basically footing the bill for $155,000 for these convenience fees of other people that are choosing to utilize that way.
Mayor Via stated just one more thing on the fee schedule is, he just wanted to make it a point that with the lien fee search that we are still under, by increasing this, we are still

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under the State average of $85 but our fee is going from $25 to $75.
Mr. Forte stated that's a different item.
Mayor Via stated that's in the fee schedule as well Mr. Forte, and it's also in the next item.
Mr. Forte stated oh, yes. It's in the Resolution but it's in the orange data item.
Mayor Via stated, yes but specifically, he's speaking to the fee not the contract with the outside company but to address that, we are going to be saving staff time. There's 440 lien searches this year that happened and brought in about $11,000, so by increasing this we should probably bring in an extra $15,000. He just wanted to make sure that everyone's aware that the bank will be paying this fee but we are still under the State average. He appreciates staff listening to that as well.
Mayor Via opened public participation. No one spoke.

Mayor Via stated for the record, he will be voting no because of that not because of the other items. *(He was voting no based on the increase or implementation of the credit card transaction or convenience fee charged to consumers.)*
(The entirety of this item and meeting is available on CD upon request in the City Clerk's Office or available online on the City's YouTube channel).

RESULT:	**ADOPTED [4 TO 1]**
MOVER:	John Penny, District 1 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Penny, Currie, Danio, Johnson
NAYS:	Via

RESOLUTION
2023-R-83
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, AMENDING THE FEE SCHEDULE FOR THE FISCAL YEAR 2023-2024; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, UPDATING FISCAL YEAR; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

3. On September 26, 2023 the City Commission adopted a fee schedule increasing Water and Sewer rates and on October 10, 2023 the fee schedule was updated for food trucks and body worn camera video fees.

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4. Fee increases for Building and Permits, and Finance are proposed.

5. The Schedule of Fees (which is attached hereto and incorporated herein as "Attachment "A") is being modified to reflect the changes that have been incorporated herein.

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

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

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

SECTION 3. The fees which are increased, as set forth in the FY 2023-2024 Proposed City Wide Fee Schedule (Attachment "A"):

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

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

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

SECTION 4. The City Commission hereby approves and adopts:

1. The FY 2023-2024 Proposed City Wide Fee Schedule (Attachment "A").

SECTION 5. Any fee, rate, charge, penalty, fine, table, or schedule contained in the FY 2023-2024 Proposed City-wide Fee Schedule (Attachment "A"), as adopted in this Resolution, will prevail and apply in the event of a conflict with any other fee, rate, charge, penalty, fine, table, or schedule.

SECTION 6. The newly created fees, unchanged fees, decreased fees and increased fees listed in this Resolution and set forth in the FY 2023-2024 Proposed City Wide Fee Schedule (Attachment "A") become effective on January 1, 2024.

APPROVED AND AUTHENTICATED on this 12th day of DECEMBER, 2023.

Enacted and approved this 12th day of December, 2023, in Holly Hill

3.

PropLogix, LLC D/B/A Orange Data Systems Third Party Lien Search Provider

(Requested by Michele Moore, Finance)

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Mayor Via opened public participation. No one spoke.

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

Enacted and approved this 12th day of December, 2023, in Holly Hill

6. PUBLIC HEARINGS

1. –2023-O-3067 Ordinance

SECOND READING - an Ordinance of the City of Holly Hill, Florida, Regulating Mobile Food Vehicles; Amending Section 114-904 of the City Code; Providing for Codification; 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 [4 TO 1]**
MOVER:	John Penny, District 1 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Via, Penny, Currie, Johnson
NAYS:	Danio

ORDINANCE
2023-O-3067
SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, REGULATING MOBILE FOOD VEHICLES; AMENDING SECTION 114-904 OF THE CITY CODE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, REGULATING MOBILE FOOD VEHICLES; AMENDING SECTION 114-904 OF THE CITY CODE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission finds that food service from mobile food vehicles has become a popular food service venue; and

WHEREAS, mobile food vehicles can be a source of business development and

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provide dining options for residents and visitors; and

WHEREAS, the City Commission desires to clearly define mobile food vehicles, mobile food vendors, and related terms, and adopt regulations addressing their allowed operations within the city; and

WHEREAS, the City Commission recognizes the need for reasonable regulations intended to provide economic development and entrepreneurial opportunities for mobile food vendors protecting and promoting the health, welfare, and safety of the citizens of and visitors to the City of Holly Hill by properly regulating the location and operation of mobile food vehicles.

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

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

SECTION 2. That the entire language of Section 114-904 is repealed and replaced with the following:

Sec. 114-904. Mobile food vehicle and vendor regulations.

(a) *Definitions.*

Catering is the business of providing food for a private event, as a professional service, for a fee.

Commissary is a licensed or permitted food service establishment that provides required services to a mobile food vehicle (MFV). A commissary may provide anything from a source for obtaining potable water and disposing of wastewater; storage for food and supplies; or cooking facilities to prepare the food for sale and consumption. A commissary provides the necessary support for the MFV to operate in a safe and sanitary manner.

Hosting site is the property upon which a mobile food vehicle is parked and operating.

Hosting site property owner is the owner of the property upon which the mobile food vehicle is located and operating.

Mobile food vehicle is a truck, or van, including an enclosed food concession trailer, but excluding food carts and kiosk, that are approved to vend food and non-alcoholic beverage products and are classified as follows:

(1) *Class I-Mobile kitchens.* In addition to the vending of products allowed for class II and class III mobile food vehicles, these vehicles may cook, prepare and assemble food items in the unit and serve a full menu. Such vehicles may have a relationship with a commissary.

(2) *Class II-Canteen trucks.* These vehicles vend fruits, vegetables, hot dogs, pre-cooked foods, pre-packaged foods and pre-packaged drinks. No preparation or assembly of

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foods or beverages may take place on or in the vehicle, however, the heating of pre-cooked foods is allowed. A cooking apparatus or grill top for the heating of pre-cooked foods is permitted so long as it complies with state regulations.

(3) *Class III-Ice cream trucks.* These vehicles vend only pre-packaged frozen dairy or frozen water-based food products, soft serve or hand-dipped frozen dairy products or frozen water-based food products and pre-packaged beverages. These vehicles operate exclusively within public rights of way and do not park or stand at one location except when approved to do so as part of a special event.

Mobile food vehicle rally is where two or more mobile vehicles congregate to offer food or beverages for sale to the public, functioning as a single business and may provide restrooms, tables, play areas, a structure for alcohol sales, and other outdoor entertainment open to the customers of all vendors. These events must receive a special event permit, or they can be approved as part of a city sponsored event.

Mobile food vendor is a person who prepares, dispenses, or otherwise sells food from a mobile food vehicle.

(b) *Licensing and permitting requirements.*

(1) Prior to setting up at a location, a Class I or II mobile food vendor must provide the following to the city:

a. A copy of the mobile food dispensing vehicle license from the Florida Division of Hotels and Restaurants.

b. A completed indemnification statement for city files. To be updated annually.

c. A copy of the city approved permit from the property owner, or authorized tenant, to operate at the proposed location.

d. Evidence that the vehicle has passed any safety inspections required by the state, county or city.

(2) Mobile food vehicles must be inspected by the city's fire marshal or fire chief or their designee, and comply with all city safety regulations.

(3) The mobile food vendor must permanently display to the public in a clearly visible area, their license from the Florida Division of Hotels and Restaurants.

(4) The hosting site property owner, or authorized tenant, shall obtain a permit from the city at least five days prior to hosting the mobile food vendor. The permit application shall be on a form issued by the city and contain at a minimum the following information:

a. Location address

b. A signed indemnification statement.

c. A sketch plan showing the subject property and the proposed location of the mobile food vehicle.

d. Owner contact information.

e. Vendor contact information.

f. License from the Florida Division of Hotels and Restaurants.

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(5) The hosting site property owner shall pay a fee as established by the city commission. All permits expire on September 29th of each year and must be renewed.

(6) The hosting site property owner must have an active business tax receipt.

(c) *Prohibitions and restrictions.*

(1) It is prohibited and unlawful for a mobile food vendor to create a nuisance condition to include, but not be limited to, loud noises, shouting or amplified music or sound. Any noise generated shall comply with the city's standard noise ordinance.

(2) The mobile food vendor shall not cause or allow any grease or liquid wastes used in the operation to be discharged from the mobile food vehicle.

(3) The mobile food vendor shall not sell anything other than food and non-alcoholic beverages.

(4) The hosting site property owner, tenant, and mobile food vendor, must not conduct business in such a manner that would restrict or interfere with proper ingress and egress for vehicles and pedestrians or constitute a traffic hazard.

(5) Except with permission of the city and as otherwise stated, mobile food vendors may not operate between the hours of 1:00 a.m. and 7:00 a.m.

(6) Overnight parking of mobile food vehicles on the hosting site or sidewalk is prohibited. Overnight parking and storage of the mobile food vehicle shall follow all applicable laws and regulations.

(7) A mobile food vehicle may not be located on private property upon which uncorrected code violations exist, or where there exist unpaid fines, fees or citations, or which is under citation for code violations.

(8) No mobile food vehicle may be located on a vacant lot, provided however this restriction shall not apply to an approved mobile food vehicle rally, also known as food truck courts or truck rallies, approved as a special event.

(9) Mobile food vehicles are not allowed in residential areas or the residential portion of a mixed-use PUD. This restriction shall not apply when the mobile food vendor is hired to cater a private event in a residential zone.

(10) The mobile food vehicle, or its seating areas, may not disrupt parking area operation. Mobile food vehicles may not be located in landscaped areas, right-of-way or designated public safety lanes.

(11) The same address, site or overall property, is prohibited from hosting a mobile food vehicle for more than four days in any calendar week, meaning Sunday through Saturday. Food truck operations approved as part of a city-sponsored special event or under a special event permit will not count against the day limitations of this section. A multiple tenant location is considered one property for purposes of this code provision.

(12) A hosting site property owner shall not permit a mobile food vehicle that does not meet all of the requirements of this section, to operate on property they own, nor shall they allow a mobile food vendor to set up on property they own without first having obtained a permit.

(13) A site may not host a mobile food vehicle for more than four hours on any permitted calendar day except:

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a) When a special event permit has been issued for the site that provides different hours of operations;

b) If a permitted date is a Saturday or Sunday, on only one of those dates, the hours of operation can be between 8:00 AM and 11:00 PM;

c) If a licensed food establishment owns and operates a mobile food vehicle on the same site as the licensed food establishment, the mobile food vendor can be operated during the same hours of operation as the licensed food establishment.

d) As otherwise provided in the City's regulations.

(d) *Operating requirements.*

(1) *Zoning requirements.* Except as otherwise stated in the previous section, the property on which the mobile food vehicle and vendor propose to locate, must be business, commercial, or industrially zoned. If the property is zoned as a PUD, the mobile food vehicle shall be located only in the nonresidential portion of the PUD. Churches and civic organizations in residential areas may host a mobile food vendor by obtaining a special event permit.

(2) Mobile food vending is an accessory use and shall only be allowed on properties that are developed with active permitted uses.

(3) Mobile food vehicles shall be equipped with a suitable trash container readily accessible to the public, in which the mobile food vendor's customers may deposit any litter, trash or waste. Prior to moving a mobile food vehicle from a sales location, the mobile food vendor shall pick up and remove all litter, trash and waste related to the mobile vendor's sales and within an area encompassing a radius of 50 feet from the sales area.

(4) Property owners hosting a mobile food vendor for more than one hour must provide readily accessible restroom facilities.

(5) All mobile food vehicles must park on a hard-stabilized surface such as a paved or asphalt surface.

(6) Signage on the mobile food vehicle must be mounted flat against the vehicle and cannot project from the vehicle. However, the mobile food vendor shall be permitted to place one sign, not to exceed six square feet on the subject property where the mobile food vendor is conducting business.

(7) All exterior body work of any mobile food vehicle, shall be maintained in good and clean condition and free of substantial scratches, chips, rust, dents, abrasions, or excessive wear or damage, as determined by the city.

(8) A mobile food vendor may not locate on any property that abuts a property with an active restaurant except with the written approval of the restaurant owner.

(9) Mobile food vehicles must be self-contained when operating including all utilities, power, water, and cooking fuel sources. Class I mobile food vendors must be associated with a commissary if available.

Attachment: Minutes - December 12, 2023 - Regular City Commission meeting (4377 : Minutes)

(e) *Enforcement.* Failure of a hosting site property owner or tenant, to comply with the provisions of this section shall be grounds for denial or revocation of a permit. Violations of these regulations, including operating without a permit, or allowing a mobile food vendor to operate without a mobile food vendor certificate, shall be grounds to bring code enforcement action against the hosting property owner or tenant or both. Upon imposition of a mobile food vendor's third offense, the mobile food vendor will not be permitted to operate within the city for a period of 90 days. The special magistrate will have jurisdiction to enforce these provisions pursuant to F.S. Ch. 162, and any person determined to be in violation will be subject to penalties and remedies available as provided by law.

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

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

SECTION 5. EFFECTIVE DATE. That this Ordinance shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 12th day of DECEMBER, 2023 for second and final reading.

Enacted and approved this 12th day of December, 2023, in Holly Hill

2.

817 Magnolia Avenue Side Setback Variance Request

(Requested by Brian Walker, Board of Planning and Appeals)
There was some discussion amongst the Mayor, City Commissioners, Attorney Simpson, staff and Donnie Moore who was representing the applicant who was present during the meeting. Mr. Moore came forward and presented the request of the applicant, Mr. Carlos Barbecho and answered any questions and/or concerns that the Mayor and Commissioners may have.

Mayor Via asked if there were any ex-parte communications with the applicant. The following was disclosed for public record purposes:

Mayor Via stated he spoke with Mr. Moore today, a couple hours ago, just very briefly. Mr. Moore called him a couple times. He called him back today. Very brief conversation and told Mr. Moore his mind would be made up here.

Commissioner Penny stated he met Mr. Moore at the site so he could see it in person.

Attachment: Minutes - December 12, 2023 - Regular City Commission meeting (4377 : Minutes)

Commissioner Johnson stated he met with Mr. Moore and looked at the property as well. His only question was, that you, Mayor, already asked, does any neighbor have any complaints.

Commissioner Currie stated Mr. Moore contacted her today. She met with him, at his request, at the site, 817 Magnolia. We really didn't have a lot of conversation about it. It was Mr. Moore just wanting me to come out and look at the site.
Commissioner Danio stated the last time he saw Mr. Moore was when he fed him but there was no discussion about this item.

Mayor Via opened public participation. No one spoke.

(The entirety of this item and meeting is available on CD upon request in the City Clerk's Office or available online on the City's YouTube channel).

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

Enacted and approved this 12th day of December, 2023, in Holly Hill

7. COMMUNICATIONS

A. City Manager Comments

Mr. Forte reminded the Mayor and Commissioners about selecting a Citizen of the Year 2023; January 3,2024 at 1:00 PM will be the groundbreaking ceremony for the new fire station; there was a ***"no" consensus*** that variance requests be at staff level for approval (the Mayor and Commissioners want them to continue coming before them).

Mr. Forte briefly discussed the Waste Pro contract with the Mayor and City Commissioners at this time. There was ***consensus*** to hold a workshop in January 2024 to further discuss it. **(The entirety of this discussion item and meeting is available on CD upon request in the City Clerk's Office or available online on the City's YouTube channel).**

B. City Attorney Comments

Attorney Simpson reminded the Mayor and Commissioners about the annual Christmas party Saturday night and wished everyone a Merry Christmas and Happy New Year.

C. City Commission Comments

The Commissioners wished everyone a Merry Christmas and a Happy New Year.

Commissioner Penny briefly discussed Pickleball parking; the Holiday Arts Festival that was at Sunrise Park; shared the outcome of the Community Christmas Club and how they were able to fill 950 boxes with food; great turnout for the community.

Attachment: Minutes - December 12, 2023 - Regular City Commission meeting (4377 : Minutes)

Commissioner Johnson mentioned that there is a TPO meeting tomorrow; last one for the year.

D. Mayor's Comments

Discussion for Business of the Year 2023 - Carmen Ruiz from Fast Signs and the Mayor's choice for Citizen of the Year 2023 would be Leslie Graham. It was asked for the Commissioners to bring their nominees to the first meeting in January 2024 so they can select someone. Movies with A Cop was great with the movie Elf showing; it was nice before the bad weather came.

8. ADJOURNMENT

The meeting adjourned at approximately 9:00 PM.

Attachment: Minutes - December 12, 2023 - Regular City Commission meeting (4377 : Minutes)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **January 9, 2024**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Piggybacking of Sourcewell Contract 062421, Approving an Agreement with USA Services for the Provision of Street Sweeping for an Annual Cost of $51,600.36 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2024-R-1**
APPLICANT:
PLANNER:

DISCUSSION:

Sweeping Corporation of America, dba USA Services of Florida, LLC, has provided street sweeping services to the City of Holly Hill since 2013 through the piggybacking of a Daytona Beach contract. Daytona Beach has recently opted to bring their street sweeping services in-house. As such, USA Services has provided a proposal to piggyback a Sourcewell Contract to allow for the continued sweeping of City streets and parking lots on a monthly basis and also allowing for incident response, special events, and storm related clean up.

Additionally, USA Services will complete all necessary documentation that is required as part of the City's stormwater management permit. Upon City Commission approval of this agreement, USA Services will be asked to provide liability insurance naming the City of Holly Hill as an additional named insured, and acknowledge the provision of public records related to this agreement.

The Sourcewell pricing structure lists maximum rates permitted per curb mile and per hour. In order to ensure that the negotiated cost which the City of Holly Hill will be paying for sweeping is competitive, the rate has been matched with an active agreement between USA Services and the City of New Smyrna Beach at a cost of $31.98 per curb mile. The Sourcewell Contract is suggested to be piggybacked instead of the New Smyrna Beach Contract as the Sourcewell contract features a greater quantity of specific line items that the City may opt to use during the course of the piggyback agreement should the need arise.

The estimated monthly cost is 134.46 miles at $31.98 per curb mile = $4,300.03 per month
Additional streets may be added at a rate of $31.98 per curb mile
Special Event/Emergency Sweeping will be charged at a rate of $140 per hour with a 4-hour minimum.

Attachments include:
Exhibit 'A' - USA Services Proposal
Exhibit 'B' - Memo Confirming Rates
Exhibit 'C' - Sourcewell Contract 062421
Exhibit 'D' - New Smyrna Beach Contract

FISCAL ANALYSIS:

An approved line item for street sweeping in the amount of $54,000 is in the adopted FY23/24 budget under general ledger account 460-3080-538-3400. Per the pricing agreed upon for the Sourcewell contract, the City will be paying $51,600.36 annually, with a purchase order in the amount of $38,700.27 requested for the remainder of the current fiscal year.

STAFF RECOMMENDATION:

Approve the piggyback of Sourcewell contract # 062421 for street sweeping, approve annual expenditures for street sweeping in the amount of $51,600.36 and authorize the City Manager to execute the same.

COMMISSION GOAL:

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

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

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 SOURCEWELL CONTRACT #062421 FOR STREET SWEEPING, APPROVE ANNUAL EXPENDITURES FOR STREET SWEEPING IN THE AMOUNT OF $51,600.36 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A - USA Services Proposal (PDF)
- Exhibit B - Memo Confirming Rates (PDF)
- Exhibit C - Sourcewell Contract 062421 (PDF)
- Exhibit D - New Smyrna Beach Contract (PDF)

Resolution No. 2024-1

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACKING OF SOURCEWELL CONTRACT 062421, APPROVING AN AGREEMENT WITH USA SERVICES FOR THE PROVISION OF STREET SWEEPING FOR AN ANNUAL COST OF $51,600.36 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 PIGGYBACKING OF SOURCEWELL CONTRACT 062421, APPROVING AN AGREEMENT WITH USA SERVICES FOR THE PROVISION OF STREET SWEEPING FOR AN ANNUAL COST OF $51,600.36 AND AUTHORIZING 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 continued street sweeping services in order to reduce flooding risks and promote City beautification; and

WHEREAS, USA Services has had a positive relationship with the City of Holly Hill since 2013; and

WHEREAS, USA Services has an active competitively bid Sourcewell Contract #062421 for the provision of street sweeping services; and

WHEREAS, in order to ensure that rates are competitive, USA Services has agreed to match the curb mile and hourly costs with an active contact between USA Services and the City of New Smyrna Beach.

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 contract 062421 between Sourcewell and USA Services.

SECTION 2. That the City Commission does hereby approve annual expenditures in the amount of $51,600.36 for street sweeping throughout the City of Holly Hill.

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 9th day of JANUARY, 2024.

Sweeping Corp of America

Service Agreement

USA Services of Florida, LLC (Company) agrees to perform the work described in this service agreement according to the specific terms and conditions contained herein.

Property Location

Name: City of Holly Hill

Street:

City: State: Zip Code:

Phone: Fax:

Property Contact:

Email:

Phone:

Billing Info

Name: City of Holly Hill

Street: 453 LPGA Blvd.

City: Holly Hill State: FL Zip Code: 32117

Phone: Fax:

Ordered By: Antonie Khoury

Email: akhoury@hollyhillfl.org

Phone: 386.248.9463

Service Details and Fees

Hourly Sweeping Service

Per Hour: $140

Hour Minimum: 4

Portal to Portal: Yes

OT Per Hour: N/A

Scheduled Sweeping Service

Service Frequency: N/A

Sweeps Per Term: N/A

Per Sweep: N/A

OT Per Hour: N/A

Per Curb Mile Sweeping Service

Per Curb Mile: $31.98

Per Cycle: $4300.03

Miles Per Cycle: 134.46

Contract Term: 1 Year

Start Date:

Additional Fees

Disposal Fee: N/A

Variable Energy Charge (VEC)*: N/A

Environmental, Health & Safety Charge (EHSC)*: N/A

Mobilization Fee: N/A

*For details, please visit www.sweepingcorp.com/vec/ or www.sweepingcorp.com/ehsc.

The Company shall provide equipment, labor, fuel, and any other materials necessary to complete the required work. The Company will clean an area seven (7) ft. wide from the curb, barrier or paved shoulder edge. No cleaning operation shall be conducted when there are climatic conditions present or forecast that would make such an operation ineffectual or dangerous. Company's service is based on removal of a regular day-to-day build-up of material and debris. Any excessive, out of the ordinary, or unusual build-up or residue of any dirt, debris or material is not covered by the price quoted in this agreement under the hourly rate.

Special Instructions / Comments - Additional Space on Last Page, if Needed

-Street sweeping service includes sweeping all designated streets 12 times a year. Disposal handled by the City of Holly Hill.
-Sweeping- $31.98 per curb mile x 134.46 curb miles= $4,300.03 per cycle
-Special Event/ Emergency Sweeping- $140 per hour with a 4 hour minimum, portal to portal.
-Contract will go through Sourcewell. SCA ID #0624221; City of Holly Hill ID #80564

Attachment: Exhibit A - USA Services Proposal (2024-R-1 : Street Sweeping Contract)

Authorized Signatures

The undersigned individual signing this Service Agreement on behalf of the Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to execute this Agreement on behalf of the Customer.

Customer	**Company Representative**
Signature:	Signature:
Print Name:	Print Name: Matt Ford
Title:	Title: Florida DSM
Date:	Date: 11/28/2023

Terms and Conditions

NOTICE: ANY ACCEPTANCE OF COMPANY'S OFFER IS EXPRESSLY LIMITED TO ACCEPTANCE OF THESE TERMS AND CONDITIONS AND COMPANY EXPRESSLY OBJECTS TO ANY ADDITIONAL OR CHANGED TERMS PROPOSED BY CUSTOMER. NO OTHER TERMS AND CONDITIONS OF ANY FORM SHALL MODIFY THESE, EVEN IF SIGNED BY COMPANY. ANY ORDER TO PERFORM WORK OR COMPANY'S PERFORMANCE OF THE WORK SHALL EXPLICITLY CONSTITUTE CUSTOMER'S AGREEMENT TO THESE TERMS AND CONDITIONS. PLEASE REFER TO WEBSITE AT https:// www.sweepingcorp.com/ FOR THE LATEST GOVERNING TERMS AND CONDITIONS.

1) Definitions: "Customer" means the entity to which the Company is providing Services under the Agreement. "Agreement" means either a) the contract or agreement signed by both parties for the Services; or (ii) the purchase order signed by Customer and accepted by Company in writing, together with these Terms and Conditions. "Company" means the Sweeping Corporation of America entity providing Services under the Agreement.

2) Services Rendered: Customer grants exclusive rights to Company, for the term of the Agreement, to furnish all labor, equipment, and services necessary for the performance of the service ("Service") in conformance with the standards of service set forth in this Agreement and Customer agrees to make payments as provided in the Agreement.

3) Coverage and Term of Agreement. This Agreement shall control and govern all Services provided by Company as of its effective date. The effective date and initial term of this Agreement shall start on the date on which Service under this Agreement commences and shall continue for a term of thirty-six (36) months. Thereafter, it shall automatically renew for successive twelve (12) month terms unless either party gives written notice of termination to the other at least ninety (90) days before the end of the then current term.

4) Standards of Service: Services shall be performed in accordance with best management practices of the Company. Obstructions or debris, including but not limited to accumulations of leaves, silt, compacted dirt, and similar debris will be removed as part of the customary and ordinary service under this Agreement. If the Company, at its sole discretion, determines that such removal constitutes extra work from that contemplated under this Agreement, the Company shall, for additional compensation, perform extra services as may be required. Services shall be performed to prevent litter, leaves, sand, dirt and debris from being swept into any street side drainage inlets contiguous to or within the designated work area. Customer represents and warrants that all materials to be collected by Company are nonhazardous waste and recyclables. Nothing in this Agreement shall convey to the Company the status of "generator." Any waste swept and collected from the designated work area by Company shall remain the waste of the Customer and it is agreed that Company under no circumstances shall be deemed to have generated the waste or to own the waste. The Company shall dispose of all waste within the Customer's dumpster and Customer hereby authorizes the use of its dumpster for that purpose, unless otherwise stated on the front of this Agreement. Any waste that cannot be disposed of in the Customer's dumpster shall be disposed of in accordance with the Service Details and Fees.

5) Warranties. Except as otherwise provided herein, Company makes no express or implied warranties, including but not limited to, implied warranties of merchantability or fitness for a service for a particular purpose. Such warranties are all expressly disclaimed.

6) Time and Performance. Upon acceptance by Customer, Company shall commence performance within the time frame specified by Company as Start Date, or, in the absence of a specified time frame, shall commence work within a reasonable time and pursue such with reasonable diligence until completed. If a scheduled sweeping is not possible due to inclement weather or other unforeseen occurrences, Company shall endeavor to perform the services when the weather or circumstances permit.

7) Equipment Removal. Company agrees to remove from the Customer's premises any Company equipment, upon termination of the Agreement or once all Services have been completed.

8) Payment. Customer shall pay Company for Services rendered monthly in accordance with the Service Details and Fees and invoice received. Unless otherwise agreed by the parties in writing, Customer shall pay Company for Services within ten (10) days from the invoice date. Company shall charge late fees, including a one-time $60.00 administration fee, and on a monthly basis, an additional late payment fee of 2.99% of the total overdue amount. Customer acknowledges that such late fee is not to be considered as interest or debt on a finance charge, but rather is a reasonable charge for the anticipated loss and cost to Company for the late payment.

9) Suspension. If any amount due from Customer is not paid within sixty (60) days of the date of Company's invoice, Company may, with or without notice, suspend service without terminating the contract, until Customer has paid all amounts owed to Company.

Attachment: Exhibit A - USA Services Proposal (2024-R-1 : Street Sweeping Contract)

10) Rate Adjustments. Customer agrees that it shall pay Company for any increase in costs due to an escalation in energy costs. These surcharges shall be referred to as "Variable Energy Charge" on the invoice. https://www.sweepingcorp.com/vec/ Customer also agrees that it shall pay Company for increased rates due to increases in Company's costs because of disposal, Consumer Price index changes, changes in local, state or federal law, rules, ordinances or regulations applicable to Company's operations or services or because of increases in taxes, fees, costs or other governmental charges. These charges shall be referred to as "environmental" on the invoice.

11) Damage to Pavement. Company shall not be responsible for any damages to the Customer's pavement or accompanying subsurface, curbing or other driving surfaces resulting from the Company's Services.

12) Independent Contractor. Nothing contained in this Agreement shall be construed to constitute Customer as a partner, employee, or agent of Company, nor shall either party have any authority to bind the other in any respect. It is intended that Company shall, in all instances, be and remain an independent contractor responsible for its own actions and for its own agents, employees and representatives.

13) Indemnity Customer shall defend, hold harmless and indemnify the Company, its officers, directors, members, affiliates, employees, or contractors from and against any and all damage to persons, property or both (including death) or other liabilities (including, but not limited to, investigation and reasonable legal expenses) resulting from the Customer's (or its employees, invitees or subcontractors) negligence or misconduct, actions or omissions, including, but not limited to, Company's, violation of law or breach of this Agreement.

14) Termination. This Agreement may only be terminated by the Customer by providing written notice of Company's breach of the Agreement and, only after providing a right to cure the breach and, Company fails to cure the breach within 60 days' of written notice. Except as otherwise provided in this Agreement, the termination shall have no effect upon the rights of the parties prior or existing transactions and any liabilities. Upon termination, Company shall wind down its work in progress in a safe manner, protective of Customer and Company owned or operated property, and Customer and Company shall work in good faith to close out any service in an expeditious manner.

15) Assignability. This agreement is binding and shall inure to the benefit of all successors and assigns. This Agreement, and any duties hereunder and any retention of Company subject to this Agreement may be assigned by the Company, in whole or in part, without the mutual written consent of the parties to this Agreement.

16) Notice. Any notice to be given under this Agreement by either party to the other shall be in writing and personally delivered or mailed to the other party or by email delivery with confirmation of receipt, at its address as set forth above or to such successor addresses as the parties may designate by notice pursuant to this provision.

17) Entire Agreement. This Agreement shall constitute the entire agreement between the parties and shall govern the relationship of the parties notwithstanding any previous written agreement and/or any previous or subsequent oral understandings or agreements.

18) No Waiver. No waiver of any provision or condition of this Agreement shall be implied or imputed by reason of a party's failure to complain or to seek remedies because of any previous breach or violation.

19) Severability. If any clause or provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the balance of this Agreement shall be enforced as the written agreement of the parties.

20) Credit History. Customer represents and warrants that it has the financial means to meet its obligations under this Agreement, and Customer hereby agrees that Company may, at any time, investigate the credit history of Customer. Company may terminate this Agreement if it determines, in its sole discretion, that Customer may not be able to perform its duties and obligations hereunder.

21) Disputes, Remedies: Except for claims by the Company for collection of fees, the parties' knowingly and voluntarily agree that the any controversy arising between them shall be resolved by binding arbitration under the rules of the American Arbitration Association, and judgment on the award may be entered by any court having jurisdiction. The parties acknowledge the Services impact and affect interstate commerce and agree that any dispute regarding the enforceability, legality, or scope of the arbitration agreement set forth herein shall be decided exclusively by the arbitrator. The parties' mutual promises contained herein, including the promise to arbitrate disagreements rather than litigate them before courts or other bodies, provide consideration for each other for this entire clause. Under no circumstances shall either party be liable to the other for loss of profits or revenues, or for any indirect, special, incidental, consequential or punitive damages, whether in contract, tort and any theory of liability. WHETHER IN ARBITRATION OR OTHERWISE, NO CLAIMS UNDER THIS AGREEMENT MAY BE BROUGHT AS A CLASS ACTION, ON A CONSOLIDATED BASIS, OR IN ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING.

22) Attorneys' fees, Jury Waiver and Jurisdiction and Venue. The parties agree that if Company files a lawsuit to collect any money due and payable under this Agreement, in any suit brought, Company shall be entitled to recover its reasonable costs and attorneys' fees. Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this Agreement. Customer and Company agree to personal jurisdiction and venue in Cuyahoga County, Ohio and neither Company nor Customer shall object or oppose personal jurisdiction or venue if the lawsuit is filed in Cuyahoga County, Ohio.

23) Excused Performance. Neither party to this Agreement shall be liable for its failure to perform or delay in performance due to contingencies beyond its reasonable control, including but not limited to, unsafe conditions, weather, strikes, riots, compliance with laws or governmental orders, fires, or acts of God.

24) Taxes. The fees set forth herein are exclusive of taxes. Customer will be responsible for, and agrees to pay, all sales, use, value added, personal property, or similar taxes, tariffs or government charges, excepting taxes based on the income of the Company.

Special Instructions / Comments Continued...

Sweeping Corp of America

Steve Juengst
City of Holly Hill
453 LPGA Blvd.
Holly Hill, FL 32117

December 14, 2023

Re: City of Holly Hill Sourcewell Contract Pricing

Dear Mr. Juengst,

The pricing listed on the Sourcewell Price List is the maximum allowable price we are allowed to offer through Sourcewell. We are allowed to work within $0 and the maximum prices listed. The curb mile rate of $31.98 we have offered the City of Holly Hill is the same curb mile rate as the New Smyrna Beach contract.

Best Regards,

Matt Ford

C/o Sweeping Corp of America
448 Spring Hammock Court
Longwood, FL 32750

Attachment: Exhibit B - Memo Confirming Rates (2024-R-1 : Street Sweeping Contract)

DocuSign Envelope ID: 620E245D-C677-4A83-8A2C-A10C3E686BCA

Sourcewell

Solicitation Number: RFP #062421

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Sweep America Intermediate Holdings, LLC, 4141 Rockside Road, Suite 100, Seven Hills, OH 44131 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Facilities Maintenance Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires August 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Attachment: Exhibit C - Sourcewell Contract 062421 (2024-R-1 : Street Sweeping Contract)

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

Attachment: Exhibit C - Sourcewell Contract 062421 (2024-R-1 : Street Sweeping Contract)

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be negotiateddirectly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

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primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

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of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

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and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

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22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer
Date: 8/5/2021 | 6:48 AM CDT

Sweep America Intermediate Holdings, LLC

DocuSigned by:
By: M.J. DuBois
C65CBA257A53411...

M.J. DuBois, President, DuCo, LLC
Title: Authorized Contract Administrator
Date: 8/4/2021 | 10:19 AM PDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...

Chad Coauette
Title: Executive Director/CEO
Date: 8/5/2021 | 6:57 AM CDT

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RFP 062421 - Facilities Maintenance Services

Vendor Details

Company Name:	DuCo, LLC
Address:	1079 Tamiami Trl N #350 Nokomis, Florida 34275
Contact:	MJ DUBOIS
Email:	mjdubois@ducollc.com
Phone:	410-924-1004
Fax:	410-924-1004
HST#:	81-1963530

Submission Details

Created On:	Thursday May 06, 2021 10:06:15
Submitted On:	Wednesday June 23, 2021 08:25:49
Submitted By:	MJ DUBOIS
Email:	mjdubois@ducollc.com
Transaction #:	283ad96f-1d25-45df-bb9f-63468354624b
Submitter's IP Address:	47.201.57.209

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Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only):	Sweep America Intermediate Holdings, LLC EIN: 62-1348993	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	All subsidiary entities are organized under Sweep American Intermediate Holdings, LLC. SCA Equipment LLC SaniTech Jet Vac Services LLC SCA of OH, LLC SCA Acquisitions, Inc. SCA of Georgia LLC SCA of SC, LLC Hy-Tech Property Services LLC Sweeping Corporation of America Inc. SCA Reilly Sweeping Inc. USA Services of Florida LLC Sweep A Lot Inc. SCA of IN LLC SCA of MI LLC SCA of CA LLC Sweeping South Inc. Accusweep Servies Inc. Clean Sweep Inc. Total Asphalt Services LLC U.S. Sweeping Inc. Envirosweep LLC Envirosweep Specialty Services LLC SCA of MO LLC Morrisville Sweeping Inc. SCA Reilly Sweeping Inc. (PA) SCA Reilly Sweeping Inc. (MD) Reilly Sweeping Inc. (OH) Superior Sweeping Service Inc. C&J Parking Lot Services Inc. Buckeye Sweeping, Inc. Andrews Street Sweeping LLC Contractors and Municipal Sweeping Services, Inc. Cleanstreet LLC Miller Pacific Enterprises Inc. Jonset Corporation Cannon Pacific Services Inc.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	SCA Sweeping Corporation of America - see attached certificate - OH	*
4	Proposer Physical Address:	4141 Rockside Road Ste 100 Seven Hills, OH 44131	*
5	Proposer website address (or addresses):	www.sweepingcorp.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	M.J. DuBois, Authorized Contract Administrator DuCo, LLC. 1079 Tamiami Trl N #350 Nokomis, FL 34275 410-924-1004 mjdubois@ducollc.com	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	M.J. DuBois, Authorized Contract Administrator DuCo, LLC. 1079 Tamiami Trl N #350 Nokomis, FL 34275 410-924-1004 mjdubois@ducollc.com	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mike Siragusa, Vice President 4141 Rockside Rd STE 100 Seven Hills OH, 44131 MSiragusa@sweepingcorp.com 469-265-1373	

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Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	HISTORY & HERITAGE Sweep America Intermediate Holdings, LLC, doing business as SCA Sweeping Corporation of America (SCA), is the largest self-performing power sweeping services provider in the United States. With an emphasis on quality service and customer focus, they quickly became the nation's elite North America Power Sweeping Association (NAPSA) certified sweeping contractor. Although SCA was formed in 2017, their sweeping heritage began in 1960 with the founding of Contract Sweeping & Equipment in Columbus, Ohio. SCA can offer their customers a superior experience in sweeping services as well as an all-encompassing NPDES (National Pollutant Discharge Elimination System) storm-water plan with their sweeping and sewer JetVac solutions and best in class vehicles. Their reliable services have been trusted by municipalities, State Departments of Transportation, construction contractors and commercial, parking, and industrial properties throughout the mid-western, eastern and southern United States. Since February of 2017, SCA has completed 25 strategic acquisitions and look forward to continuing to identify inorganic growth opportunities in markets across the US. As of May 2021, SCA has 50 operating locations. MISSION STATEMENT To be the premier power sweeping services company in North America by providing safe, reliable and economical solutions to our customers while adhering to our core values. CORE VALUES: SAFETY: Our employees are empowered and responsible for the complete safety of themselves, our customers and the areas where we operate. SERVICE: We uphold an unwavering commitment in providing our valued customers the highest level of respectful, efficient and reliable service. INTEGRITY: Do the right thing, at the right time for the right reason. We keep our promises to our stakeholders - our customers, our communities and each other. GROWTH: We promote a collaborative work environment where our employees can make a difference and realize their full potential. Together the SCA team will drive our continued growth and success. OUR SAFE and HIGHLY QUALIFIED DRIVERS: To ensure the highest quality service, SCA is a drug free workplace. All SCA operational personnel must meet the following guidelines/requirements: • Possess a current commercial driver's license and valid DOT medical card. • Pass a pre-hire drug screen, background check and physical. • Participate in random drug & alcohol screening • Allow annual review of their Motor Vehicle Record • Always wear an ANSI class three (3) safety vest • Participate in monthly safety meetings. • If an employee accumulates more than 6 points on their MVR in a 3-year period they are subject to immediate dismissal Extensive job specific training is provided via equipment manufacturer's video, insurance videos, and hands-on training. A supervisor will ride with each new employee until they are proficient in the safety, maintenance, and operation of a street sweeper. SCA drivers are always required to adhere to traffic laws and are aware that offenses such as sweeping against the flow of traffic will result in disciplinary action up to immediate dismissal. All of their maintenance staff are factory trained and undergo additional training annually. Uniformed SCA personnel operate clearly identified sweepers which include the SCA company logo, phone number, operational location and US DOT number.	*
10	What are your company's expectations in the event of an award?	SCA hopes to build on their present customer base by adding the ability to utilize an awarded Sourcewell Contract. An awarded contract will allow SCA to continue their company's growth, provide Sourcewell Members with impeccable service, allow Sourcewell members nationally discounted prices and open opportunities to SCA in the educational and non-profit markets.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Sweep America Intermediate Holdings, LLC (SCA) is a sound and stable company. Please see attached Certificates of Good Standing, Bonding Qualification, and Bank Letter. The Duns number for this entity is 08-095-4905 SCA has many more Certificates of Good Standing and will be happy to provide any Member with this information.	*
12	What is your US market share for the solutions that you are proposing?	Today, SCA is ten times larger than that of their closest competitor. It is hard to establish a market share for their services as it is a highly fragmented market with over 1,000 local companies across the United States. Many municipalities self-perform which makes market share tough to calculate. SCA is the only truly scaled sweeping self-performing sweeping services provider and their scale enables them to bring a higher level of sophistication creating numerous advantages relative to their competitors.	*
13	What is your Canadian market share for the solutions that you are proposing?	Today, SCA has no operations in Canada. SCA has an interest in expanding first into the Ontario area. If there becomes more interest among the Canadian Members, SCA will examine the opportunity to expand into other Canadian territories as well.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	SCA nor its parent company has ever filed for bankruptcy.	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	SCA is best described as a service provider with 50 locations across the United States. SCA employs a staff of over 1200 full-time team members that will be proving sales support and performing all services related to any awarded Sourcewell contract.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Sweeping Corporation of America and/or listed subsidiaries holds many Contractors Licenses in the following states (not limited to these states): AL, MS, LA, TN, MS, VA, TN, MO, LA, SCA or listed subsidiaries holds business licenses or business registrations in the following states (not limited to these states) VA, DE, NJ, PA, CA, IN, MO, OH, WV, SC, AL, GA, MS, AL, TN, KY, OK, MD, NC, RI, TX, FL SCA holds a Florida Department of Health Operating Permit If a member requires a specific license to do business, SCA is able to obtain that license.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Neither SCA nor any subsidiaries have ever been suspended or disbarred during the last ten years.	*

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Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	SCA has been consistently recognized by various third-party organizations across our footprint at the local, regional, and national level. They have included a few awards below. Although they appreciate the recognition, they feel as though the best measure of success is renewal and referral business from their current customers. Sweeping Company of the year by Pavement Maintenance and Reconstruction magazine in 2019 WSA Sweeper of the Year in 2017 East Tennessee Clean Fuel Fleet Award in 2019. NAPSA Certified Sweeping Company In addition to the above awards, SCA is also a proud member of the following trade and industry groups that have high standards for their members, especially the National American Power Sweeping Association which certifies companies for their service levels. 60 Years of Sweeping Heritage National American Power Sweeping Association American Public Works Association Property Management Association National Association of Sewer Service Companies American Road and Transportation Builders Association	*
19	What percentage of your sales are to the governmental sector in the past three years	Approximately 37-40% of SCA's total sales are to DOT, County and Municipal customers for the last 3 years.	*
20	What percentage of your sales are to the education sector in the past three years	Less than 1% of SCA sales have been to non-profit and schools during that same time period.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	SCA does not hold any cooperative purchasing contracts. In the last year, SCA received over $24 million in revenue with 13 state agencies covered by 67 contracts with the following states: AL, CA, FL, GA, LA, MD, MS, NC, PA, SC, TN, TX AND VA In the last year, SCA received over $15 million of contracted revenue with over 325 local municipalities and counties across 18 states: AL, CA, DE, FL, GA, IN, LA, M, MI, MS, NC, NJ, OH, PA, SC, TN, TX AND VA. The prior two annual periods are comparable to the 2020 annual municipal sales volumes.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	SCA does not hold any GSA or Standing Offer Arrangements.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Groveport, OH	Walter Wagner See attached Letter	614-830-3910 ex 1402	*
City of Pharr, TX	Ignacio Amezcua See attached Letter	956-402-4231 ex 1199	*
Township of Fall, PA	Joseph Arnao See attached Letter	215-949-9000 ex 281	*
Town of Brookwood, AL	Joe Barger See attached Letter	205-556-1300	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope o the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Georgia DOT	Government	Georgia - GA	Sweeping and Jet/Vac Services	$2,817,000 to $7,744,000 annually	$13,054,669	*
Alabama DOT - Birmingham	Government	Alabama - AL	Sweeping Services	$588,000 to $1,764,000 annually	$4,020,177	*
City of Memphis	Government	Tennessee - TN	Jet/Vacuum Services	$492,906 to $1,802,000 annually	$3,940,819	*
Florida DOT - District 5 - Brevard	Government	Florida - FL	Sweeping Services	$399,600 to $1,132,000 annually	$2,143,426	*
Florida DOT - District 5 - Orange	Government	Florida - FL	Sweeping Services	$284,218 to $874,824 annually	$2,009,835	*

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Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	SCA has a fully-staffed sales force. There are 14 Regional Sales managers that provide coverage across all 50 locations in the United States. Those Regional Sales Managers provide support for all of SCA's lines of business. All Regional Sales Managers report to a Government Bid and Contract's Manager who reports directly to a Vice President of Sales.	*
26	Dealer network or other distribution methods.	There is no dealer network. There are 50 SCA locations. See attached for Map of locations and list of cities/states	*
27	Service force.	SCA employs over 1200 full-time team members throughout their 50 locations. SCA owns all of the equipment to be used in performing facilities maintenace services for Sourcewell Members.	*
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	SCA's proprietary VSS technology allows customers to log into a custom cloud-based portal to visually see real-time and historical sweeping cycle data. This information can be easily exported for billing verification and reporting showing the customer's parking lots, streets and highways are being swept as they expect. SCA guarantees service satisfaction. If SCA does not complete the scope of work to the customer's satisfaction, they will redo the area in question. The response time is usually the same day and well within 12 hours. The service time will be completed within 48 hours. SCA provides GPS reports on competed sweeping cycles pursuant to the attached customer service flyer. Each SCA site will have a Regional Sales Manager and a Project Manager contact for each job. These contacts will be listed on the Sourcewell Quote that is presented to the Member.	*
29	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	SCA is in business to self-perform facilities maintenance services, parking lot sweeping, street sweeping, Jet/Vacuuming, closed circuit TV pipe inspection and porter services. SCA is aggressively pursuing new business growth opportunities within North America, and a contract with Sourcewell supports their overall corporate strategy. SCA is continually expanding their network of locations and is willing to provide services in the areas of their current locations. SCA is also willing to provide services nationally beyond their current locations. See the attached Advertising in the Municipal Magazine recently published.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	SCA does not have any operations currently in Canada. SCA is continually expanding their network of locations and is willing to provide services in Canada where able. SCA is open to expanding into Canada.	*
31	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	SCA will cover all of the United States. SCA will cover parts of Canada, specifically in the Ontario area.	*
32	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no participating entity sectors that SCA will not cover fully.	*
33	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	SCA will participate with Hawaii, Alaska and other US Territories. There will be fees for equipment mobilization where there is no local presence. The fees will be to cover costs of equipment transportation. This will not be a profit center for SCA. All applicable charges will be discussed in the quote process prior to any Member issuing a Purchase Order.	*

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Table 7: Marketing Plan

Line Item	Question	Response *
34	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	SCA has an integrated marketing strategy that utilizes both traditional and non-traditional marketing channels to drive leads and convert prospects. The majority of their marketing efforts are digitally focused and utilize the following primary strategies to identify new prospects, leads, and opportunities. See attached examples of electronic marketing flyers. 1. Search Engine Optimization (SEO) 2. Search Engine Marketing (SEM) 3. Customer Segmentation Analysis for Targeting 4. Sales Playbook, Sales Manual and Sales Pitch deck developed and utilized by SCA's sales team. 5. B2B direct marketing strategies (Integrated) In addition to the above strategies, SCA also utilizes direct sales strategies working with our 14 Regional Sales Managers (RSMs) located across the footprint as well as their Site and General Managers that are our customer's primary contact for any work to be completed. SCA will train all of their sales staff with the assistance of MJ DuBois, Contract Administrator, and make use of Sourcewell's available employees, extensive collection of vendor support materials. This training will be accomplished both by group sales meetings and one-on-one virtual meetings. MJ DuBois has been training in the marketing and sales of Sourcewell Contracts for over ten yeas with an abundance of success. SCA will take an aggressive approach to marketing Sourcewell. SCA will include Sourcewell Logos in their service brochures and on their website. SCA will want their customers to immediately know that they have a Sourcewell Contract available for their utilization whether they are a member or want to become a member. In order to further ensure that SCA is fully marketing the value of Sourcewell, SCA will encourage their sales staff to attend regional Sourcewell training sessions as well as utilize their assigned Sourcewell Vendor Development Manager to assist in answering questions for Members interested in learning more about the value of the Sourcewell procurement process. See attached ads recently published in Municipal Magazine.
35	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	SCA has invested heavily over the last 6+ months in marketing technology and resources. Below is a short list of some of the tools SCA utilizes to track performance of all of their marketing efforts. 1. Sisense – Periscope - A data visualization tool that allows us to build a dashboard to better analyze all the digital marketing metrics from our ad campaigns. 2. SalesForce - A customer relationship management (CRM) tool to optimize the sales and reporting processes. 3. Asana - A project management tool SCA uses as a team to ensure they are not forgetting about any specific tasks related to the 30+ projects they are working on at any time. 4. Trello - An online, list-making tool that allows for team collaboration and task tracking 5. FlipHTML5 - An online flipbook tool that allows SCA to convert PDFs to embedded HTML documents with interactivity and full engagement tracking 6. Visme - An online design tool that allows SCA to internally develop all different types of marketing communications. From info-graphics to social media promotions to full advertisements. SCA has made significant investments in third-party consulting firms in 2021 that are experts in digital marketing. Voglio – Digital Marketing & Advertising Perception Builder – Website Optimization Scaling Innovations – Customer Segmentation Analysis Aggregate Insights – Sales Strategy Planning and Implementation Recent results of SCA strategies include: SCA has seen a 39% increase in Google 1st position rankings from January to April 2021. From January 1 – Feb. 28 vs. March 1 – April 30, web leads have increased by 54%. SCA's current Return on Ad Spend (ROAS) is 16:1. For every $1 of advertising they are spending, they are generating $16 of net new revenue. (Anything greater than 4:1 is considered successful.) SCA's revenue per lead is 1,694% greater than their cost per lead.
36	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell knows how to promote their contracts! SCA believes that Sourcewell's marketing model works and that is demonstrated by the growth in Sourcewell sales. The basis of SCA's longevity is service-rated and Sourcewell is well aware of this concept. SCA is firmly committed to the Sourcewell contract buying concept and is in agreement that it is the way of the future. SCA will create sessions at their National Sales Meetings dedicated solely to Sourcewell sales education and training. These sessions will include how to properly sell, using any contract award, question and answer periods, and testimonials about SCA success stories with the contract.
37	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	SCA's services will not be available through an e-procurement order process as each customer site is different and will need to be viewed by a Regional Sales Manager prior to quoting.

Table 8: Value-Added Attributes

Line Item	Question	Response *
38	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	SCA will not provide training as a part of the scope of this contract. SCA will provide services; no equipment is to be used by the Member.

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39	Describe any technological advances that your proposed products or services offer.	VERIFIED SWEEPING SERVICE® SCA is the only sweeping company to offer the proprietary Verified Sweeping Service® (VSS). Their proven state-of-the-art VSS portal allows their customers to confirm that specific Geo-fenced areas (contracted segment of parking lots/roads/highways) have been swept, minimizing the use of a human inspector, saving on costs. Sourcewell entities will have visibility into our active contract and will be able to view agreed to Geo-fence boundaries, service parameters (max speed, min broom time, etc.) and a history of work-order completions. Our VSS portal is also available in desktop and mobile devices to allow for convenient access at any time to view predetermined performance metrics, real-time execution progress, and historical perspectives of SCA's services All equipment used by SCA in the course of completing Member's Job Orders comply with the latest EPA emission standards. SCA's new equipment purchases consist of the following types of equipment that far exceed industry standard and are considered far superior due to their technological advances: M6 AVALANCHE (MECHANICAL SWEEPER) 5-Yard Mechanical Sweeper The Schwarze M6 Avalanche™ is earning its reputation as the premier heavy duty mechanical broom sweeper in the American marketplace. The versatile Schwarze M6 Avalanche sweepers offer many of the design innovations that have become the Schwarze® hallmark. The Schwarze® Easy Change Conveyor System makes it a breeze to repair or replace a conveyor. Or go from a squeegee type to a belt type conveyor on the same machine. The free float, impact resistant, drag shoes take lateral impact from milling cuts, manhole covers and curbs and flexes back into place. Elgin - Broom Bear (MECHANICAL SWEEPER) Rugged and made to last, the Elgin® Broom Bear® four-wheel mechanical (broom) sweeper is the most efficient on the market. Mounted on a commercially available conventional or cab-over chassis with fully dualized controls (single-steer optional) and an intelligent single-engine design that utilizes the chassis engine to power the sweeper. The Elgin Broom Bear features a large hopper and water tank, which means more productive sweeping time. Single-engine design keeps maintenance or the need for replacement sweeper parts to a minimum. A variable dumping height and 11" (279 mm) of hopper side-shift ensures easy dumping. This sweeper is available with your choice of squeegee or no-jam belt conveyor systems, depending on the application requirements. The short wheelbase, large brooms, and dual mode air suspension system make the Elgin Broom Bear ideal for sweeping in both congested urban areas and far away rural locations. The Elgin Broom Bear is available as an optional alternative fuel sweeper including compressed natural gas (CNG). Nitehawk Sweepers - Osprey II – Regenerative Air Sweeper for Low Profile Applications (Parking Decks/Garages) The next generation Osprey II is engineered to perform in the most diverse operating environments. Built on a low profile conventional chassis, this sweeper can excel in any location. 35 years of inspired design and field testing have culminated in the best-in-class sweeping performance of the Osprey II. The advanced hydraulic system has the power to sweep anything you throw in front of it. Reliable quiet operation lets you clean where no other sweeper can. Powerful, silent and efficient. There is simply nothing else like it. • Advanced Hydraulics –Generate power and reliability where you need it most • "Stealth Sweeping" System – Single engine hydraulic design delivers the quietest performance of any sweeper • 5 year warranty – longest warranty of any sweeper manufacturer • Lowest Cost of Operation – No auxiliary engine delivers performance with efficiency • Customized Application – Passenger side brooms, specialized cameras, custom paint - we can build your perfect unit • Innovative Controls – User friendly controls customized for operators • Longevity – NiteHawk has been producing sweepers for over 45 years. • Support – full service dealerships and factory support throughout the US. • Driver Friendly – Simple operation, training and No CDL requirement. Sewer Equipment Co. of America MODEL 900 ECO COMBINATION SEWER CLEANER Sewer Equipment Co. of America introduces the Model 900 ECO Combination Sewer Cleaner truck. The 900 ECO utilizes proven technologies to deliver a machine with a simplicity that is unequaled in the combo jet vac truck industry. The Model 900 ECO operating platform offers the best in class fuel efficiency and noise reduction for operator safety. It all starts with our patented "Hydro Drive" powertrain system. The Hydro Drive powers the pump and blower in addition to the auxiliary hydraulic systems. When you are ready to work, simply put the truck in neutral and apply the parking brake and exit the cab while the combo truck remains in neutral and power is taken directly from the chassis engine, assuring operator safety during operation, as there is no transfer case to slip into gear. The simplicity at the operator's station begins with the flip of one switch: Work Mode. The operator can utilize the remaining three switches (water pump, blower, and throttle) to go to work with ease. What's more, there are no special sequences required, that's it! Additionally, simplicity continues with the use of 12-volt electrical switches, relays, and solenoids throughout the truck, making it easy for mechanics to run diagnostics and maintain the equipment. Moreover, no special laptops or software programs required; all you need is a simple test light and a hydraulic pressure gauge. CUES – Sewer and Pipeline Inspection Systems CUES PRE-BUILT MAINLINE AND LATERAL INSPECTION VEHICLES CUES TV/LAMP (mainline and lateral probe) inspection vehicles to help locate electric lines, water lines, gas lines, sewer lines, and other pipes in the path of boring machines to avoid penetrating or damaging the pipes. Prior to the initiation of horizontal boring, use the CUES TV/LAMP truck system to perform pan and tilt inspections of the mainline sewer pipe while viewing and locating lateral services. CUESTV LAMP vehicles can include a variety of inspection equipment based on your specific needs. Trucks include state of the art Evolution Interior III, featuring an ergonomic design to achieve ease of operation, safety, and convenient storage to produce the most efficient, rugged, and reliable system in today's market Safety Technology - Scorpion II® TMA Truck Mounted Attenuator After 17 years on the road, over 2,000 documented impacts, and thousands of lives saved across the globe, the Scorpion TMA's Patented design is the safest and most reliable Truck Mounted Attenuator available today! The Scorpion II TMA consists of strut and cartridge sections that are linked together on a support frame. This open cartridge design reduces wind resistance and increases fuel efficiency when deployed on the job site and when traveling at highway speeds. Each energy absorbing cushion has an Aluminum honeycomb core that is enclosed by aluminum powder coated box module that provides maximum durability and longevity. The Scorpion II is equipped with omnivolt LED brake, directional, signal and running lights to further enhance advanced warnings to drivers. When impacted, the Scorpion's modular design crushes in progressive stages, which reduces the impact forces on the vehicles occupants and results in lower repair costs and easy parts replacement. The curved side rails are made from corrosion resistant aluminum tubes and offer full width impact protection along the entire length of the Scorpion II by safely redirecting the impacting vehicle away from the deadly "coffin corners" at the rear of the truck. Unlike the Scorpion II, most other manufacturers Crash Attenuator models have little or no side-angle impact protection The Scorpion II TMA is the world's first Truck Mounted Attenuator eligible for MASH, TL-3 tested at 62.5 mph (100 kph); see FHWA Eligibility Letter CC-132 for details.

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40	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	As a certified Sweeping Company by the North American Power Sweeping Association, SCA has met all their criteria (partia below). • Certified Members shall agree to comply with all local, state and federal regulations in regard to the proper disposal of sweeping debris. • Certified Members shall provide to customers proof of proper disposal methods upon request. A Commitment to Excellence The definition of quality is conformance to requirements. NAPSA established the industry standards for properly and professional operation of a power sweeping business. Approved by the American National Standards Institute, the NAPSA/ANSI Power Sweeping Standard (PSS1000-2018) defines the procedures professional power sweeping companies endeavor to implement to provide quality services to their customers. By implementing and adhering to the Power Sweeping Standard, companies can reduce their legal exposure while increasing employee satisfaction and retention. NAPSA's Power Sweeping Standard – 2018PPS1000 All equipment used by SCA in the course of completing Member's Job Orders comply with the latest EPA emission standards. In addition, SCA works closely with our procurement partners to identify suppliers that are focused on sustainability and develop their products with this in mind. Below are highlights from one of our primary vehicle suppliers: Schwarze The Schwarze machines that SCA utilizes are certified on the California South Coast Air Quality Management District Rule 1186 – Less-Polluting Sweepers. SCAQMD Rule 1186 requires local governments within the South Coast Air Quality Management District to procure certified street sweepers for new equipment purchases or new street sweeping contracts made after January 1, 2000 (there are no retrofit requirements under Rule 1186).Various SCAQMD regulations also require procurement of certified street sweepers to implement specific rule requirements. This list of equipment is updated periodically based on certifications test results and in response to new information. The SCAQMD Governing Board adopted Rule 1186 street sweeper testing and certification procedures in September of 1999. This standard that was set in Southern California is now nationally recognized as a standard when purchasing sweepers.	*
41	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	SCA is a certified Sweeping Company by the North American Power Sweeping Association.	*
42	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	SCA is not a WMBE, SBE or veteran owned business. SCA will utilize a Small Woman Owned Business, DuCo, LLC to administer, track, and report any awarded Sourcewell Contract. SCA committed to hiring Veterans and Personal with Disabilities in our hiring practices.	*

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43	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	SCA Competitive Advantages 1) Largest sweeping company in the US, 50 locations, 20 states 2) Scale - “Hometown hustle with national muscle”, Extensive fleet of back up vehicles to maintain service 3) Safe - Dedicated personnel for training and coaching, 44 different training programs, DriveCam™ by Lytx, Low reputational risk both professionally to the decision maker and to your organization 4) Experts - In different sweeping technologies and services including: air, broom, and sewer cleaning 5) People - Full HR function plus dedicated team of recruiters to maintain and grow staffing levels to support all sizes of contracts, Employer choice equals better quality, Training, benefits and advancement (it is not a job, it is a career) 6) Efficient & Economical - High value at low cost 7) Dependable - We have a large fleet that continues to grow and the financial strength/capital to purchase more. SCA also has the newest fleet – which reduces down time 8) Low Risk - Low reputational risk for the decision maker and organization, VSS – SCA's new proprietary Verified Sweeping Service® tool that shows real time sweeping cycle data, Transparency into our contracted activities 9) Best Technology - Tablets in all trucks that integrate multiple performance tools, VSS® (Please see below), GPS, Maintenance-enabled tech SAFETY To enhance equipment visibility and the safety of the traveling public all SCA sweepers and follow trucks include the following: backup camera, a 360-degree rotating beacon on the front of the vehicle, LED marker and taillights, work lights, reflective tape, multiple strobe lights, and slow-moving vehicle signs. SCA Regenerative air sweepers are equipped with ICC bumpers to provide under ride protection and utilize a crash attenuator (alpha 1000 or equal) for all sweeping operations that occur between dusk and dawn. SCA's mechanical broom sweepers and follow trucks possess a “48 X 96” Class C LED arrow board on the rear of the machine. Additionally, SCA follow trucks include a 62 MPH truck mounted attenuator for use on higher speed roads. SCA meets or exceeds all MUTCD guidelines for traffic control & safety. SCA operational personnel are furnished with all personal protective equipment such as first aid kit, gloves, safety glasses, dust masks, safety vests, flashlights, 10lb. fire extinguisher, etc. required for the performance of their duties. All company vehicles carry a copy of our Sweeper Equipment Fluid Release SOP and our Hazardous Material Spill Response Kits and Reporting SOP. These items are reviewed with operational personnel at each location on a regular basis. Safety is a priority for SCA managers and in an effort to enhance safety, their managers: perform quarterly vehicle inspections, hold formal monthly safety meetings, review driver accident procedures, review spill SOP, have daily safety talks with drivers, review work zone safety guidelines, require personnel to attend annual defensive driving courses, perform Pre/Post trip vehicle file audits, review driver safety rules, perform a quarterly road test with each driver, and perform random audits regarding traffic control. Periodically SCA's insurance company visits their operational facilities for safety inspections. SCA company policy states that if any operational personnel were involved in any type of accident or property damage the employee is to immediately notify their supervisor. SCA management would then contact the person involved to resolve the issue at no cost to the city and report the details to the appropriate city personnel. In the event SCA is involved in a vehicle accident the location supervisor and corporate safety manager will review and investigate the accident to minimize the chance of re-occurrence. SCA's highly trained professional operators, combined with SCA's reliable equipment, ensure they are prepared for any cleaning challenge. SCA guarantees they will exceed their customer's expectations! QUALITY ASSURANCE/QUALITY CONTROL SCA will task the Operations Supervisor or the designated representative member of Site Management to inspect the work performed and schedule any needed corrections within 48 hours. SCA's quality goal is to remove 95% of the debris considered normal day to day buildup and this plan will allow for the completion of the sweep cycle and allowing additional shifts to correct any audit deficiencies. Follow up sweeping resulting from an audit deficiency will be performed at no cost to Sourcewell entities. In the event of ongoing contract deficiencies SCA will submit a Corrective Action Plan to Sourcewell entities with targeted scope and date, time completion goals. SCA will furnish daily reports to SourceWell entities (by 10:00 AM) reflecting route (from to location specific), personnel, equipment, hours worked and dump tickets from debris disposal for the previous day. Sourcewell entities personnel will continue to have access to the SCA VSS® system installed in all SCA Sweeping and support equipment. This will allow geo-location tracking of all sweeping resources assigned to Sourcewell entities in real time. Tracking information available includes but is not limited to the following: a. Vehicle Identification b. Driver Identification c. Vehicle Systems Status (Water on/off, Broom on/off, Aux Engine on/off) d. Tracking Information (location, direction of travel, speed, stops) e. Route Playback (date/time from/to) We utilize sweepers meeting PM-10 criteria for control of particulate matter. SCA will utilize water for dust suppression. We will not utilize water at a temperature of 40 ° F or less to avoid icing of the roadway. Sweeping will not occur during heavy rain or during periods of snow or ice. VERIFIED SWEEPING SERVICE® SCA is the only sweeping company to offer their proprietary Verified Sweeping Service® (VSS). This proven state-of-the-art VSS portal allows their customers to confirm that specific geo-fenced areas (contracted segment of roads/highways) have been swept, minimizing the use of a human inspector, saving on costs. Sourcewell entities will have visibility into their active contract and will be able to view agreed to geo-fence boundaries, service parameters (max speed, min broom time, etc.) and a history of work order completions. The VSS portal is also available in desktop and mobile devices to allow for convenient access at any time to view predetermined performance metrics, real-time execution progress, and historical perspectives of SCA’s services.

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Table 9: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative sample of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
44	Describe any performance standards or guarantees that apply to your services	SCA will task the Operations Supervisor or the designated representative member of Site Management to inspect the work performed and schedule any needed corrections within 48 hours. SCA's quality goal is to remove 95% of the debris considered normal day to day buildup and this plan will allow for the completion of the sweep cycle and allowing additional shifts to correct any audit deficiencies. Follow up sweeping resulting from an audit deficiency will be performed at no cost to Sourcewell entities. In the event of ongoing contract deficiencies SCA will submit a Corrective Action Plan to Sourcewell entities with targeted scope and date, time completion goals. SCA will furnish daily reports to Sourcewell entities (by 10:00 AM) reflecting route (from to location specific), personnel, equipment, hours worked and dump tickets from debris disposal for the previous day. Sourcewell entities personnel will continue to have access to the SCA VSS® system installed in all SCA Sweeping and support equipment. This will allow geo-location tracking of all sweeping resources assigned to Sourcewell entities in real time. Tracking information available includes but is not limited to the following: a. Vehicle Identification b. Driver Identification c. Vehicle Systems Status (Water on/off, Broom on/off, Aux Engine on/off) d. Tracking Information (location, direction of travel, speed, stops) e. Route Playback (date/time from/to) We utilize sweepers meeting PM-10 criteria for control of particulate matter. SCA will utilize water for dust suppression. We will not utilize water at a temperature of 40 ° F or less to avoid icing of the roadway. Sweeping will not occur during heavy rain or during periods of snow or ice. SCA has the previously described VSS/GPS that they will show as proof that work was actually performed. Any customer can log into their own portal to see real time data. SCA will also guarantee that the customer is satisfied or they will re-do any work that the customer may not be happy with at no charge. For catch basin, pipe cleaning as well as CCTV work, SCA will clean and inspect the Member's pipe to the standards of the local municipality. For any service not performed pursuant to the local municipal standard, SCA will re-do the work at no additional charge.
45	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	See above statements NAPSA (North American Power Sweeping Association) Certified (requirements below) Insurance: • Members shall agree to carry reasonable levels of liability insurance and provide customers a copy of certificate of insurance upon request. • Members shall agree to carry worker's compensation insurance on all employees and require that all subcontractors comply with such rules. Regulations: • Members shall agree to comply with all local, state and federal regulations in regards to the proper disposal of sweeping debris. • Members shall provide to customers proof of proper disposal methods upon request. • Members shall collect and pay all appropriate taxes, including all payroll, sale and fuel taxes. Employees • Member shall agree to provide training for all equipment. • Member shall continuously strive to provide employees with a safe working conditions. • Members shall follow all state and federal laws in regards to compensation. General: • Members agree to conduct their business with honesty, integrity and project a professional image in all endeavors. • Members agree to be truthful and non-deceptive in advertising. • Members agree to all proposals shall be complete and accurate in describing services/products rendered.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
46	Describe your payment terms and accepted payment methods?	Net 30 days. Payments may be made by Check, ACH transfer and wire transfer.
47	Describe any leasing or financing options available for use by educational or governmental entities.	There are no financing or leasing options for services to be provided in the scope of this solicitation.
48	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	The Sourcewell Member will contact an SCA Regional Sales Manager for an initial request for quote. The Regional Sales Manager will review the Member's requirements and, if necessary, will make a site visit to determine the estimated equipment and time involved for the project. The Regional Manager will contact SCA's HQ (Government Bid Manager) for tracking and estimation. The Government Bid Manager will then prepare a quote based on the Sourcewell Pricing, Terms and Conditions working with MJ DuBois. The Government Bid Manager will then send the Member the quote for review. The Member will then send a Purchase Order to SWEEPING CORPORATION OF AMERICA'S HQ for the project scheduling. SCA's Government Bid Manager will disperse the project to the correct location for fulfillment. The Government Bid Manager will forward any Purchase Order to MJ DuBois for proper Sourcewell Sales Reporting. The local Project Manager will complete the project and report back to HQ that the job is complete. Then SWEEPING CORPORATION OF AMERICAN will invoice the Member.
49	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	See attached examples of SCA Parking Lot agreements and Other Service Agreements, these may or may not be utilized for Sourcewell Members.
50	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-card is not accepted.

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Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
51	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	It is SCA's intent to offer a percentage discount from the published labor rates to the Sourcewell Members on all of the services being offered. SCA's discount will be based on a percentage off of the profit-making portion of this award. SCA's intent is a simple percentage discount calculation. SCA will not discount costs of added items such as water, dump fees or equipment mobilization fees as these items are invoiced as a pass through (at cost) price to the Member.
52	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	SCA is proposing a 3% discount from all their labor rates.
53	Describe any quantity or volume discounts or rebate programs that you offer.	There are no standard quantity or volume discounts as each service job is different.
54	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Related services labor rates will also be discounted at the same rate as the contract discount. Items invoiced which are considered "open market" will be invoiced at cost plus 20%.
55	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like inspection, installation, set up, mandatory training, licensing fees, or administrative charges. Identify any parties that impose such costs and their relationship to the Proposer.	SCA will charge for Water used in the providing of services pursuant to local water costs, if customer does not provide it.. SCA will charge for disposal fees if the customer elects to have them transport and dispose of debris collect at a pass through price (weight ticket substantiated). Equipment mobilization and fuel may also be required based on customer location. SCA will quote these costs prior to any Member issuing a Purchase Order. SCA is the only party that would charge any of these fees. No third-parties will be billing these fees to any Member.
56	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	If SCA locations are within the member service area, there will be no mobilization charges. If the Member location is beyond the SCA regular service area, freight charges may apply. These charges will be disclosed at the quoting stage so each Member will be fully informed of freight charges prior to issuing a Purchase Order.
57	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Please see answer above. Any freight or mobilization fees are not profit making center for SCA. Costs will be at a pass through price.
58	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Not applicable for a service provider.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
59	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	SCA recognizes the value of the national volume this contract can offer and has discounted their prices accordingly.

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Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
60	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Due to the unique nature of SCA's contract representation, SCA builds in an automatic audit process. DuCo, LLC, being the Contract Administrator and being involved in the Sourcewell quotation process, allows for this self-audit process. SCA will not have to rely on multiple report locations for an accurate accounting of sales. DuCo will have the ability to account for every sale at time of order. There will be no after-the-fact gathering of information required. DuCo will collaborate with the Government and Bid Contract's Manager on every quotation for the Sourcewell Member under the contract guidelines, terms and conditions. Every Sourcewell Member quotation delineates the Sourcewell Contract Number. When a Purchase Order is received, SCA will require the Purchase Order to reference the contract number. The Purchase Order will be copied to DuCo. This process makes it clear for all personnel to recognize that it is a Sourcewell Contract Sale. The sale, when received, is booked and accounted for on a Sourcewell sales spreadsheet. This makes the end of quarter reporting complete and on time. As a secondary check, when SCA receives a payment for a complete job, SCA will verify the contract used in the purchase. This ensures the correct accounting for the sale on a second level.	*
61	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	SCA values the ability to service Sourcewell Members with their services In order for SCA to ensure they are providing a product that Sourcewell Members want, SCA will be evaluating the sales, Quarterly and Annually, to ensure growth. SCA will respond accordingly to specific regional performance through sales training as well as participation in Sourcewell training classes. SCA is expected to increase their sales each year. SCA operates with an annual marking plan to ensure that they maximize their outreach to potential customers, including Sourcewell Members in order to achieve their goal.	*
62	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	SCA will pay a fee of 1% for services performed. The 1% will not be calculated on costs such was water used, mobilization if applicable, and dump fees which are pass through prices.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
63	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	SCA will provide facility maintenance services such as: Porter Services Littler Pickup Power Washing Parking Lot Sweeping Street Sweeping Catch Basin Cleaning Pipe Cleaning TV pipe inspection See attached detailed examples of Scope of Work provided.	*
64	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Street and highway sweeping services. Pipe Cleaning Services Catch Basin Cleaning Pipe Inspection Services Grease Trap Cleaning See attached examples of Scope of Work or Other Services	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
65	Janitorial, custodial, housekeeping, cleaning, and sanitizing services	(•) Yes ( ) No	Porter Service, Litter Pickup, power washing, catch basin cleaning, TV pipe inspection, grease trap cleaning and storm/sewer/water pipe cleaning.	*
66	Landscaping, groundskeeping, lawn mowing, snow removal or snow plowing, and grounds maintenance services	(•) Yes ( ) No	Landscaping, snow removal, grounds maintenance, catch basin cleaning, storm water retention system cleaning, parking lot sweeping, road sweeping, highway sweeping.	*
67	Maintenance, management, and operations of facilities, systems, components, and surfaced areas (horizontal and vertical facilities)	( ) Yes (•) No	n/a	*
68	Management, administration, labor, personnel, tools, equipment, supplies, and technology related to or incidental to offering solutions described in Line Numbers 65 - 67 in Table 14B	(•) Yes ( ) No	Management of all of the above services. Including suggested maintenance schedules.	*

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Table 15: Industry Specific Questions

Line Item	Question	Response *
69	Describe your staffing recruitment, selection, and retention capabilities for participating entities at various stages of facilities maintenance or management services outsourcing (initial implementation, provider transition, hybrid service model, etc.)	SCA takes a structured and standardized approach to recruiting, candidate selection and employee retention to ensure they have a ready flow of qualified, trained employees to perform at the highest levels for their customers. Their recruiters deploy a wide variety of in-person and automated techniques (community outreach, AI pre-screening programs, skill-based assessments to name a few) to continuously source applicants and fill their pipeline through the most challenging talent acquisition times. SCA maintains robust screening and on-boarding processes to ensure compliance with DOT and other regulations, while ensuring the candidate experience is a positive and interactive one. Once employed, SCA engages their employees in a wide variety of ways to continuously monitor job satisfaction, ensuring they identify and address any concerns early. SCA's goal is to continuously improve retention and satisfaction of their workforce through clear communications, promotional opportunities, and a well-rounded benefit and pay program.
70	Describe your process for development of participating entity statements of work, service levels, quality control plans, and performance standards (as applicable).	SCA has extensive experience working with municipalities and other entities in creating custom statements of work, service levels, quality control plans, and performance standards. Our Regional Sales Managers will work with participating entities personnel to educate and discuss a thorough work scope and quality control plan to ensure expectations are being met for all facets of the project(s). A wide range of options will be discussed so entities will know all the available options to them and they will be able to pick a service level plan that is tailored to their needs based on their requirements. From a quality control and performance perspective, SCA's proprietary VSS technology allows customers to log into a custom cloud-based portal to visually see real-time and historical sweeping cycle data. Information can be easily exported for billing verification and reporting showing streets and highways are being swept just as expected. Sweeping contracts can involve tens to hundreds to thousands of miles of roadways which can create challenges for inspectors to monitor and inspect. VSS solves this issue by providing real time and historical data such as location, miles swept, speed, and actual sweeping time.
71	Describe technology and software applications used for recordkeeping and reporting, and identify the ability to integrate with participating entity technology or software applications, as applicable.	VERIFIED SWEEPING SERVICE® SCA is the only sweeping company to offer the proprietary Verified Sweeping Service® (VSS). Their proven state-of-the-art VSS portal allows their customers to confirm that specific Geo-fenced areas (contracted segment of parking lots/roads/highways) have been swept, minimizing the use of a human inspector, saving on costs. Sourcewell entities will have visibility into our active contract and will be able to view agreed to Geo-fence boundaries, service parameters (max speed, min broom time, etc.) and a history of work-order completions. Our VSS portal is also available in desktop and mobile devices to allow for convenient access at any time to view predetermined performance metrics, real-time execution progress, and historical perspectives of SCA's services. See attached information for more information.
72	Describe any procedures related to supplier-provided equipment, products, and supplies, and the ability to meet participating entity requirements (cost, inventory, sustainability, etc.).	SCA has preferred vendor status relationships with manufacturers such as Nitehawk (parking lot sweepers) and Schwarze Industries (street sweepers), were they get exceptional service and vehicle availability for any vehicle purchases. This allows SCA to increase their fleet size and mobilize equipment for a new contract faster than anyone else in the industry. SCA also has similar deals with Continental Tires for maintenance of their existing fleet. These relationships translate into lower costs for acquiring and maintaining equipment which allows for fleet expansion and sustainable coverage for Sourcewell members.
73	Describe any procedures related to participating entity-provided or supplier-acquired equipment, products, and supplies.	With the preferred supplier status relationships established, SCA receives priority when in need of new equipment, parts, and factory service. This allows SCA to increase their fleet size, keeps their equipment running and ready for superior response and service to their customers. SCA belongs to two (2) group purchasing organizations, Coretrust Procurement Group (office supplies, shipping, etc.) and Procurement Analytics (industrial parts for inventory) to allow SCA to team up with other companies to get volume discounts.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification o the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - SCA Services Pricing Sourcewell Pricing 6_22_2021.xlsx - Tuesday June 22, 2021 11:06:33
- Financial Strength and Stability - Table 1 and 2 Rep DBA Certs Bond Bank.zip - Tuesday June 15, 2021 13:10:27
- Marketing Plan/Samples - Table 4 and 5 Ads docs location csr svc testimonials (2).zip - Thursday June 17, 2021 11:14:13
- WMBE/MBE/SBE or Related Certificates (optional)
- Performance Standards or Guarantee Information - SCA Customer Service System VSS SLICK.pdf - Tuesday June 15, 2021 13:19:02
- Standard Transaction Document Samples - Std Transaction Docs.zip - Tuesday June 15, 2021 13:11:45
- Upload Additional Document - Table 14 Scope of Work.zip - Tuesday June 15, 2021 13:18:23

Attachment: Exhibit C - Sourcewell Contract 062421 (2024-R-1 : Street Sweeping Contract)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and w not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, c services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury foun at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - M.J. DuBois, Contract Administrator, Sweep America Intermediate Holdings LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interes in performing the contractual obligations contemplated in the bid.

○ **Yes** ○ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_ Facilities Maintenance Services_RFP_062421 Thu June 17 2021 05:05 PM	☑	1
Addendum_2_ Facilities Maintenance Services_RFP_062421 Wed June 9 2021 04:23 PM	☑	1
Addendum_1_ Facilities Maintenance Services_RFP_062421 Wed June 2 2021 08:48 AM	☑	1

Attachment: Exhibit C - Sourcewell Contract 062421 (2024-R-1 : Street Sweeping Contract)

AMENDMENT #1
TO
CONTRACT #062421-SWP

THIS AMENDMENT is by and between **Sourcewell** and **Sweep America Intermediate Holdings, LLC** (Vendor).

Vendor was awarded a Sourcewell Contract for Facilities Maintenance Services effective August 5, 2021, through August 8, 2025, relating to the provision of services by Vendor to Sourcewell and its Members (Original Agreement).

The parties agree that certain terms within the Original Agreement will be updated and amended and only to the extent as hereunder provided.

IN CONSIDERATION OF the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.
2. Section 18. Insurance, Subsection A. Requirements, Item 5. Network Security and Privacy Liability Insurance of the Original Agreement is modified to reduce the minimum limits required to $1,000,000 per occurrence and annual aggregate.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...
Jeremy Schwartz

Title: Director of Operations & Procurement/CPO

Date: 1/13/2022 | 8:35 PM CST

Sweep America Intermediate Holdings, LLC

By: DocuSigned by: Matthew Spencer 4908DE0993504BF...
Matthew Spencer

Title: COO

Date: 1/13/2022 | 1:48 PM PST

Sourcewell–APPROVED:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...
Chad Coauette

Title: Executive Director/CEO

Date: 1/14/2022 | 8:09 AM CST

Attachment: Exhibit C - Sourcewell Contract 062421 (2024-R-1 : Street Sweeping Contract)

Sourcewell Awarded Contract

Contract #062421-SWP

SOURCEWELL SWEEPER SERVICES PRICE LIST **Effective Date 08/20/2022**

Municipal street sweeping - Furnish all labor, equipment, materials, and supervision to satisfactory perform street sweeping cleaning services on all city owned improved roadways. Roadways will be swept and left in a clean condition, free of litter and debris at the time of completion.

All pricing includes travel for up to two (2) trips to discharge collected sweeper debris at legal site within city limits (dumping fees my apply if not on the account of city).

Street sweeping - Mechanical Broom		List Price	Discount	Sourcewell Price
Per Curb Mile - Initial Sweep		$254.15	-$7.62	$246.53
Per Curb Mile - Weekly		$86.25	-$2.59	$83.66
Per Curb Mile - Bi-monthly		$94.30	-$2.83	$91.47
Per Curb Mile - Monthly		$104.65	-$3.14	$101.51
Per Curb Mile - Every other month		$115.00	-$3.45	$111.55
Per Curb Mile - Quarterly		$126.50	-$3.80	$122.71
Per Curb Mile - Every 4 months		$138.00	-$4.14	$133.86
Per Curb Mile - Every 6 months		$151.80	-$4.55	$147.25
Per Curb Mile - 1X per year		$167.90	-$5.04	$162.86
Per Hour (scheduled)*		$276.00	-$8.28	$267.72
Per Hour (emergency)*		$304.75	-$9.14	$295.61
Shift - scheduled (10 Hrs. - portal to portal)		$2,631.20	-$78.94	$2,552.26
*4-hour minimum (portal to portal)		MINIMUM		
Street sweeping - Regenerative Air		**List Price**	**Discount**	**Sourcewell Price**
Per Curb Mile - Initial Sweep		$279.45	-$8.38	$271.07
Per Curb Mile - Weekly		$94.30	-$2.83	$91.47
Per Curb Mile - Bi-weekly		$104.65	-$3.14	$101.51
Per Curb Mile - Monthly		$115.00	-$3.45	$111.55
Per Curb Mile - Every other month		$126.50	-$3.80	$122.71
Per Curb Mile - Quarterly		$138.00	-$4.14	$133.86
Per Curb Mile - Every 4 months		$151.80	-$4.55	$147.25
Per Curb Mile - Every 6 months		$167.90	-$5.04	$162.86
Per Curb Mile - 1X per year		$184.00	-$5.52	$178.48
Per Hour (scheduled)*		$303.60	-$9.11	$294.49
Per Hour (emergency)*		$336.95	-$10.11	$326.84
Shift - scheduled (10 Hrs. - portal to portal)		$2,893.40	-$86.80	$2,806.60
*4-hour minimum (portal to portal)		MINIMUM		

Municipal parking lot sweeping - Furnish all labor, equipment, materials, and supervision to satisfactory perform parking lot sweeping cleaning services on all city owned paved lots. Parking lots will be swept and left in a clean condition, free of litter and debris at the time of completion.

Pricing includes travel for one (1) trip for disposal to discharge collected sweeper debris at legal dumping site

Attachment: Exhibit C - Sourcewell Contract 062421 (2024-R-1 : Street Sweeping Contract)

within city limits (dumping fees may apply if not on the account of city).				
Parking Lot Sweeping		**List Price**	**Discount**	**Sourcewell Price**
Per hour (scheduled)*		$110.40	-$3.31	**$107.09**
Per hour (emergency)*		$141.45	-$4.24	**$137.21**
*4-hour minimum (portal to portal)		MINIMUM		

Jetvac catch basin cleaning services - Furnish all labor, equipment, materials, and supervision to satisfactory perform catch basin cleaning services within the city limits. Catch basins will be cleaned and left in a clean condition, free of litter and debris at the time of completion.

Pricing includes one (1) trip for disposal to discharge collected sweeper debris within city limits (dumping fees may apply if not on the account of city).				
Jetvac		**List Price**	**Discount**	**Sourcewell Price**
Per Hour (scheduled)*		$324.30	-$9.73	**$314.57**
Per Hour (emergency)*		$336.95	-$10.11	**$326.84**
Shift - scheduled (10 Hrs.)		$3,119.95	-$93.60	**$3,026.35**
Per drain (10 minimum)		$305.90	-$9.18	**$296.72**
Mobilization		TBD		
*4-hour minimum (portal to portal)		MINIMUM		

Disposal on the account of the city for all sweeping, catch basin and pipe cleaning debris (transportation costs to local landfill or other legal site will be provided at the frequency stated)

Disposal	**List Price**	**Discount**	**Sourcewell Price**
City is responsible for collected debris disposal	At Cost		

Dump truck hauling - Performing hauling services for bulk, free-flowing material. Loading and destination receipt costs are on the account of the city.

Dump truck hauling		**List Price**	**Discount**	**Sourcewell Price**
Per hour (scheduled)*		$104.65	-$3.14	**$101.51**
Per hour (emergency)*		$110.40	-$3.31	**$107.09**
Per shift (10 hours)		$979.80	-$29.39	**$950.41**
*4-hour minimum (portal to portal)		MINIMUM		

Water for dust control on sweeping vehicles will be paid by contractor provided the city provides their water meter and water source is within the city limits, water charges are at market rate.

Water	
Per gallon	At Cost

Truck-mounter attenuator(s) - These safety vehicles warn drivers of the potential hazard ahead from a distance. They also offer protection by absorbing the energy of the crash, when there is an accident, by reducing the impact on both the rear vehicle and the truck, protecting the vehicles and the people inside.

Truck -mounted Attenuator(s) each		**List Price**	**Discount**	**Sourcewell Price**
Per Hour (scheduled)*		$86.25	-$2.59	**$83.66**
Per Hour (emergency)*		$92.00	-$2.76	**$89.24**
Shift - scheduled (10 Hrs.)		$795.80	-$23.87	**$771.93**

Attachment: Exhibit C - Sourcewell Contract 062421 (2024-R-1 : Street Sweeping Contract)

* 4-hour minimum		MINIMUM		

Lead truck services - picks up oversized debris on roadways in the path of the sweeper

Lead truck		List Price	Discount	Sourcewell Price
Per Hour (scheduled)*		$86.25	-$2.59	**$83.66**
Per Hour (emergency)*		$92.00	-$2.76	**$89.24**
Shift - scheduled (10 Hrs.)		$795.80	-$23.87	**$771.93**
*4-hour minimum (portal to portal)		MINIMUM		

Roadway litter pickup - picking up litter along a designated area around a roadway and disposing all litter at a designated area within the city limits. Cost of litter disposal at cost if not on the account of the city.

Roadway litter pick-up		List Price	Discount	Sourcewell Price
Per Hour (scheduled)*		$215.05	-$6.45	**$208.60**
Per Hour (emergency)*		$226.55	-$6.80	**$219.75**
Per shift - scheduled (10 hrs.)		$2,080.35	-$62.41	**$2,017.94**
Curb Mile		TBD		
* 4-hour minimum		MINIMUM		

Special event cleanup - Includes street sweepers, parking lot sweeping and cleaning and trash removal for outdoor events. Replacement of receptable liners and collection of litter from grassy areas.

Special Event Cleanup - Sweeping		List Price	Discount	Sourcewell Price
Per Hour*		$215.05	-$6.45	**$208.60**
Shift - scheduled (10 Hrs.)		$2,080.35	-$62.41	**$2,017.94**
*4-hour minimum (portal to portal)		MINIMUM		

Storm Cleanup - street sweeping of roadways after a weather event

Storm Cleanup - Sweeping		List Price	Discount	Sourcewell Price
Per Hour (scheduled)*		$276.00	-$8.28	**$267.72**
Per Hour (emergency)*		$305.90	-$9.18	**$296.72**
Per shift - scheduled (10 hrs.)		$2,631.20	-$78.94	**$2,552.26**
*4-hour minimum (portal to portal)		MINIMUM		

Closed Circuit Television Video Inspection (CCTV) and Pipe cleaning - Inspection of sanitary and stormwater pipes to find blockage or water flow issues and the cleaning of pipes to prevent clogging and flooding due to sediment, litter and debris blocking off water flow. PACP Certification.

CCTV/Pipe Cleaning		List Price	Discount	Sourcewell Price
Hourly (scheduled)*		$304.75	-$9.14	**$295.61**
Hourly (emergency)*		$324.30	-$9.73	**$314.57**
Shift - scheduled (10 Hrs)		$2,918.70	-$87.56	**$2,831.14**
Per foot**		$3.45	-$0.10	**$3.35**
*4-hour minimum (portal to portal)		MINIMUM		
**750 ft minimum		MINIMUM		

Attachment: Exhibit C - Sourcewell Contract 062421 (2024-R-1 : Street Sweeping Contract)

Hydro-Excavating -removing or moving soil with pressurized water with a vacuum used to transfer the soil or debris to a debris tank.				
Hydro-Excavating		**List Price**	**Discount**	**Sourcewell Price**
Hourly (scheduled)*		$338.10	-$10.14	**$327.96**
Hourly (emergency)*		$357.65	-$10.73	**$346.92**
Shift - scheduled (10 Hrs)		$3,243.00	-$97.29	**$3,145.71**
*4-hour minimum (portal to portal)		MINIMUM		

Attachment: Exhibit C - Sourcewell Contract 062421 (2024-R-1 : Street Sweeping Contract)

Sweeping Corp of America

STREET SWEEPING SERVICES BID:

New Smyrna Beach, FL

Date: September 26th, 2023

Submitted by: USA Services of Florida, LLC

CONTACT:

P: 216-777-2750

4141 Rockside Road, Suite 100
Cleveland, OH 44131

sweepingcorp.com

Attachment: Exhibit D - New Smyrna Beach Contract (2024-R-1 : Street Sweeping Contract)

VII. TOTAL BID PROPOSAL

The City of New Smyrna Beach reserves the right to evaluate the bids received and award the lowest, qualified bidder as determined to be in the best interest of the City.

The uploaded price proposal in Section IX must be the same price submitted below. There shall be no hidden costs associated with this project. Full disclosure of nature and amount of all fees and charges is mandatory.

MAINLAND AND BEACHSIDE

Line Item	Description	Unit of Measure	Unit Cost
1	Mainland Weekly Street Sweeping Service	Per Curb Mile	Thirty-one dollars and ninety-eight cents
2	Mainland Monthly Street Sweeping Service	Per Curb Mile	Thirty-one dollars and ninety-eight cents
5	Beachside Weekly Street Sweeping Service	Per Curb Mile	Thirty-one dollars and ninety-eight cents
3	Beachside Monthly Street Sweeping Service	Per Curb Mile	Thirty-one dollars and ninety-eight cents

EMERGENCY RESPONSES

Price should be per curb mile for emergency responses or problematic areas.

Line Item	Description	Unit of Measure	Unit Cost
1	Emergency Response, Hourly Rate	Per Hour	One hundred forty-five dollars
2	Call-in, After Hours,	Per Hour	One hundred forty-five dollars

Attachment: Exhibit D - New Smyrna Beach Contract (2024-R-1 : Street Sweeping Contract)

NON-COLLUSION AFFIDAVIT OF PROPOSER

State of Ohio

County of Cuyahoga

Erin Quinn, being first duly sworn, deposes and says that:

He/she is Secretary of USA Services of Florida, LLC, Proposer that has submitted the attached bid or Request for Qualifications;

He/she is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

Such bid is genuine and is not a collusive or sham bid;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF NEW SMYRNA BEACH, FLORIDA, or any person interested in the proposed Contract; and

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed

Secretary
Title

Subscribed and sworn to before me this 25th day of September, 20 23.

Notary
Title

My Commission Expires: 12-11-2027

NOTARIAL SEAL
STATE OF OHIO

KATHARINE B TRENT BEVERLE
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
12-11-2027

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

Attachment: Exhibit D - New Smyrna Beach Contract (2024-R-1 : Street Sweeping Contract)

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. THIS SWORN STATEMENT IS SUBMITTED TO City of New Smyrna Beach

by Erin Quinn
(Print Individual's Name and Title)
for USA Services of Florida, LLC
(Print Name of Entity Submitting Sworn Statement)
whose business is a Limited Liability Company

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2936530

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

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

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders,

Attachment: Exhibit D - New Smyrna Beach Contract (2024-R-1 : Street Sweeping Contract)

employees, members, and agents who are active in management of an entity.

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

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

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

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

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

_____
(Signature)

Sworn and subscribed before me this 25th day of September, 2023.

Personally known ✓

OR produced identification _____

_____
(Type of Identification)

_____
(Notary)

Notary Public State of Ohio

My commission expires: 12-11-2027

NOTARIAL SEAL
STATE OF OHIO

KATHARINE B TRENT BEYERLE
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
12-11-2027

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

Attachment: Exhibit D - New Smyrna Beach Contract (2024-R-1 : Street Sweeping Contract)

COMPLIANCE WITH EMPLOYMENT ELIGIBILITY REQUIREMENTS

(§448.095, Florida Statutes – E-Verify)

The E-Verify system is an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees. Florida Statutes §448.095 provides that any person or entity that has entered or is attempting to enter into a contract with the City of New Smyrna Beach to provide labor, supplies or services must register with and use the E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. Further, the consultant must maintain certain required employment compliance records of sub consultants for the duration of the contract with the City of New Smyrna Beach.

Consultant Name: USA Services of Florida, LLC

Consultant E-Verify Registration Number: 1388815

The undersigned, on behalf of the consultant referenced above, after first being duly sworn, states as follows:

1. That said consultant understands that the consultant must comply with §448.095, Florida Statutes.
2. That the consultant uses the E-Verify system to verify the work eligibility status of employees.
3. That the consultant has enrolled in the E-Verify system under the registration number referenced above and will verify the work eligibility status of employees hired after January 1, 2021 through said registration number throughout the contract period of any and all contracts with the City of New Smyrna Beach.
4. That the consultant will maintain affidavits of sub consultants engaged to perform work on any and all contracts with the City of New Smyrna Beach.
5. That said consultant further understands that violation of §448.095, Florida Statutes may result in lawful termination of a contract by the City of New Smyrna Beach, subjecting the consultant to liability for additional costs incurred by the City of New Smyrna Beach as a result of the termination of the contract.

By: EBQ

Print Name: Erin Quinn

Sworn to and subscribed before me, by (✓) physical presence or ( ) remote audio-visual means, this

25th Day of September, 20 23. S/He is personally known to me or has produced _____ As identification.

NOTARIAL SEAL STATE OF OHIO

KATHARINE B TRENT BEYERLE
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
12-11-2027

Notary Public

My commission expires: 12-11-2027

Attachment: Exhibit D - New Smyrna Beach Contract (2024-R-1 : Street Sweeping Contract)

CONFLICT OF INTEREST STATEMENT

State of ~~Florida~~ Ohio City of Cleveland

Before me, the undersigned authority, personally appeared Erin Quinn who was duly sworn, deposes, and states:

1. I am the Secretary of USA Services of Florida, LLC with a local office in Orlando, Florida (City & State) and principal office in Seven Hills, Ohio (City & State).
2. The above-named entity is submitting an Expression of Interest for the City of New Smyrna Beach project described **as ITB 33-23-MO: Street Cleaning Services**
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of New Smyrna Beach.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of New Smyrna Beach.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify City of New Smyrna Beach in writing.

Erin Quinn
Typed Name

Secretary
Title

Signed

9/25/2023
Dated

Sworn to and subscribed before me this 25th day of September 2023.

Personally known ✓ OR produced identification ____. Identification type: ____

Notary Public: State of Ohio County of Cuyahoga

Printed, typed, or stamped commissioned name of notary public

My commission expires: 12-11-2027

NOTARIAL SEAL
STATE OF OHIO

KATHARINE B TRENT BEYERLE
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
12-11-2027

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

Attachment: Exhibit D - New Smyrna Beach Contract (2024-R-1 : Street Sweeping Contract)

VENDOR INFORMATION

BID #:	ITB 33-23-MO
BID TITLE:	Street Sweeping and Cleaning Services

Respondent Information	
Company Name: USA Services of Florida, LLC	Federal Employer Identification Number or SS Number: TAX Id Number: 59-2936530 DUN Number: 192815645
Mailing Address: 4141 Rockside Road, Suite 100	Type of Entity (Circle One) Corporation(X) Partnership Proprietorship Joint Venture
City, State, Zip Code: Seven Hills, OH 44131	Incorporated in the State of:
Corporate Address: 4141 Rockside Road, Suite 100	What kind of business: "For Profit" (X) or "Not for Profit" Is Firm in good standing: Yes(X) or No Authorized to transact business in Florida Yes(X) or No
City, State, Zip Code: Seven Hills, OH 44131	State of Florida Department of State Certificate of Authority Document No: K63846
Telephone No. 216-777-2750	
Email Address: bids@sweepingcorp.com	
If remittance address is different from the mailing address so indicate below.	
List Principals (Print):	
President: Michael Latanza	Vice President: Erin Quin
Secretary: Erin Quinn	Treasurer: Gary Quinn
Other: Jonathan Sisler, CEO	Other:

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or persons submitting an offer for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud.

I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the responder and that the responder is in compliance with all requirements of the competitive solicitation, including but not limited to, certification requirements.

Authorized Signature

Erin Quinn
Printed Name

Title: Secretary

Date: 9/25/2023

City of New Smyrna Beach does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

Attachment: Exhibit D - New Smyrna Beach Contract (2024-R-1 : Street Sweeping Contract)

CITY OF NEW SMYRNA BEACH
VENDOR SUMMARY

TO BE FILLED IN BY FINANCE

DATE RECEIVED:_____
ENTERED BY:_____
VENDOR#_____

CHECK ONE: NEW VENDOR: ✓ REVISED VENDOR: _____

DATE: 9/25/2023

VENDOR NAME: USA Services of Florida, LLC

VENDOR DBA: _____

PRODUCT/SERVICE PROVIDED: Street Sweeping

DEPARTMENT: Bids and Contracts

PREPARED BY: Alisa Riccardi

PURCHASE ORDER ADDRESS	MAILING/REMIT ADDRESS	PHYSICAL ADDRESS
448 Spring Hammock Ct	4141 Rockside Road	4141 Rockside Road
ADDRESS	ADDRESS	ADDRESS
	Ste. 100	Ste. 100
Longwood, FL	Seven Hills, OH	Seven Hills, OH
CITY/STATE	CITY/STATE	CITY/STATE
32750	44131	44131
ZIP CODE	ZIP CODE	ZIP CODE

COMPANY CONTACT: Alisa Riccardi

E-MAIL: ariccardi@sweepingcorp.com

OFFICE PHONE: 216-777-2750

FAX: 216-777-2766

MOBILE PHONE: N/A

FEDERAL TAX ID#: 59-2936530

DUNS Number:

Attachment: Exhibit D - New Smyrna Beach Contract (2024-R-1 : Street Sweeping Contract)

STATEMENT OF INSURANCE COMPLIANCE

The undersigned firm agrees to obtain prior to award, if selected, the insurance and levels in accordance to the requirements as set forth in the Invitation for Proposal, Invitation to Bid, or Invitation for Qualifications, or draft agreement, attached hereto.

Policies other than State Issued Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

USA Services of Florida, LLC
PROPOSER/BIDDER

AUTHORIZED SIGNATURE

Secretary
OFFICER TITLE

9/25/2023
DATE

END OF SECTION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

Attachment: Exhibit D - New Smyrna Beach Contract (2024-R-1 : Street Sweeping Contract)

PUBLIC ENTITY CRIME INFORMATION STATEMENT

All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

> **"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 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, supplier, subcontractor, or CONTRACTOR 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."**

All vendors who submit a Bid or Request for Proposal to the City of New Smyrna Beach, are guaranteeing that they have read the previous statement, and by signing the bid documents, are qualified to submit a bid under Section 287.133, (2)(a) Florida Statutes.

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

Date: 9/25/2023

Authorized Signature and Title

Erin Quinn, Secretary
Print Name and Title

Attachment: Exhibit D - New Smyrna Beach Contract (2024-R-1 : Street Sweeping Contract)

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES_____NO XX_____

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES_____NO XX_____

Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES_____NO XX_____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement, misrepresentation, or falsification of facts shall be cause for forfeiture of rights for further consideration of the below advertised solicitation:

Solicitation # ITB 33-23-MO_____described as:

_____.

USA Services of Florida, LLC
Firm

9/25/2023
Date

Authorized Signature and Title

Erin Quinn, Secretary
Printed or Typed Name and Title

***THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

Attachment: Exhibit D - New Smyrna Beach Contract (2024-R-1 : Street Sweeping Contract)

DRUG-FREE WORKPLACE CERTIFICATION FORM

IDENTICAL TIE BIDS-In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publishing 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 violation of such prohibition.

2. Establishing an on-going drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace.
   b. The employer's policy of maintaining a drug-free workplace.
   c. Any available drug counseling, rehabilitation, and employee assistance programs, and
   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by paragraph (a);

4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under this contract, the employee will:
   a. Abide by the terms of the statement; and
   b. Notify the Employer in writing of any arrest for a violation of a criminal drug statute or driving under the influence no later than five calendar days after such arrest;

5. Notifying the City of New Smyrna Beach, in writing, within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such arrest Consultants of arrested employees must provide notice, including position and title to: City Clerk/Administrator, City of New Smyrna Beach, 210 Sams Avenue, New Smyrna Beach, FL 32168.

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is arrested.
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
   b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

Attachment: Exhibit D - New Smyrna Beach Contract (2024-R-1 : Street Sweeping Contract)

As a duly authorized representative of the Vendor, I hereby certify that the Firm will comply with the above certifications.

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

Date: 9/25/2023

Authorized Signature

Erin Quinn, Secretary
Print Name and Title

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID**

Attachment: Exhibit D - New Smyrna Beach Contract (2024-R-1 : Street Sweeping Contract)

ADDENDUM 1
ITB 33-23-MO: STREET SWEEPING AND CLEANING
SEPTEMBER 12, 2023

TO ALL PROPOSERS:

Notice is hereby given to all Proposers that this is Addendum 1 to ITB 33-23-MO: Street Sweeping and Cleaning, issued August 18, 2023.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time, and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Revised Timeline:

- The question-and-answer timeframe has been reopened. Questions will be accepted prior to 5:00 P.M. on September 19, 2023.
- The bid due date is extended to 5:00 P.M. on September 26, 2023
- The bid opening is scheduled for 9:00 A.M. on September 27, 2023

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions:

This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): Erin Quinn Proposer Signature: _____

USA Services of Florida, LLC
Firm Name (Please Print)

Attachment: Exhibit D - New Smyrna Beach Contract (2024-R-1 : Street Sweeping Contract)

ADDENDUM 2
ITB 33-23-MO: STREET SWEEPING AND CLEANING SERVICES
September 20, 2023

Notice is hereby given to all Proposers that this is **Addendum 1** to ITB 33-23-MO Street Sweeping and Cleaning Services, issued August 18, 2023.

This addendum is issued to answer vendor questions, clarify, add, delete, correct and/or change the proposal documents to the extent indicated and is hereby made a part of the above noted solicitation documents. Any modifications/changes made by this addendum affect only the portions or paragraphs specifically identified herein; all remaining portions of the proposal are to remain in force. It is the responsibility of all Applicants to conform to this addendum. Please note, questions are recorded as they are received, including grammar and spelling errors.

This addendum shall be considered part of the Contract Documents for the above-mentioned solicitation as though it had been issued at the same time and incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original document, this addendum shall govern and take precedence. All other terms, conditions, and regulations will apply.

This addendum impacts all vendors interested in submitting proposals for this solicitation.

Question/Answer:

1. **Question:** Can you please confirm if a bid bond is required and at what percentage of the bid total?
   Answer: Yes, a bid bond is required at 10% of the bid total.

End of Addendum

ALL OTHER AREAS OF THE BID DOCUMENT REMAINS THE SAME

Instructions:

This page shall be signed and returned with the proposal. Please provide a signed copy of this addendum with your proposal.

Received by (Print): Erin Quinn Proposer Signature: _____

USA Services of Florida, LLC
Firm Name (Please Print)

Attachment: Exhibit D - New Smyrna Beach Contract (2024-R-1 : Street Sweeping Contract)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we USA Services of Florida, LLC, (hereinafter called Principal) and Ascot Surety & Casualty Company (hereinafter called the Surety) a corporation chartered and existing under the Laws of the State of Colorado, with its principal offices in the City of New York, authorized to do business in the State of Florida, in the full and just sum of Ten Percent of Amount Bid---------- Dollars ($ 10%), good and lawful money of the United State of America, to be paid upon demand of the City of New Smyrna 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 New Smyrna Beach, Florida, a bid for the construction of Street Sweeping and Cleaning Sevices in, and for the said City, and

WHEREAS, the Principal desires to file this bond in accordance with the 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 26th day of September, 20 23.

USA Services of Florida, LLC
Principal

By _____

Ascot Surety & Casualty Company
Surety

By _____
James I. Moore, Attorney-in-fact

ATTEST:

_____
(SEAL) Christine Marotta

Attachment: Exhibit D - New Smyrna Beach Contract (2024-R-1 : Street Sweeping Contract)

STATE OF ILLINOIS

COUNTY OF DUPAGE}

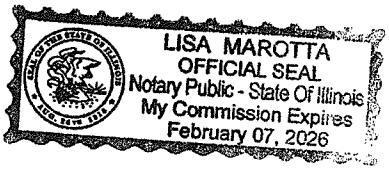
On SEP 26 2023, before me, Lisa Marotta, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, James I. Moore known to me to be Attorney-in-Fact of Ascot Surety & Casualty Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires, February 7, 2026

Lisa Marotta, Notary Public

Commission No.946275



Attachment: Exhibit D - New Smyrna Beach Contract (2024-R-1 : Street Sweeping Contract)

Ascot Surety & Casualty Company
Ascot Insurance Company
55 W 46th Street, 26th Floor
New York, NY 10036

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS:

That **Ascot Surety & Casualty Company**, and **Ascot Insurance Company**, each a corporation organized and existing under the laws of the State of Colorado (the "Companies"), do hereby constitute and appoint

James I. Moore, Stephen T. Kazmer, Melissa Schmidt, Kelly A. Gardner, Martin Moss, Amy Wickett and Stasha King

of Downers Grove, IL and each its true and lawful Attorney(s)-in-Fact, with full authority to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line is filled in, only within the area and up to the amount therein designated, any and all bonds, undertakings, recognizances, and other contracts of indemnity or writings obligatory in the nature thereof, issued in the course of its surety business, and to bind the Companies as follows:

Any such obligations in the United States not to exceed $50,000,000.00

The Companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolutions adopted by the Board of Directors of the Companies, which resolutions are still in effect:

RESOLVED, that any of the Chief Executive Officer, the Chief Operating Officer or the Chief Underwriting Officer, acting in conjunction with the head of the surety business line for the Corporation (each an "Authorized Individual" and, collectively, the "Authorized Individuals"), are authorized to jointly appoint one or more attorneys-in-fact to represent and act for and on behalf of the Corporation in the transaction of the Corporation's surety business to execute (under the common seal of the Corporation if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof;

RESOLVED, that in connection with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal (electronic or otherwise) shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;

RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile electronic or mechanically reproduced signature of any Authorized Individual, whether made heretofore or hereafter, whenever appearing upon a copy of any Power of Attorney of the Corporation, with signatures affixed as next above noted, shall be valid and binding upon the Corporation with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with the respective corporate seals and to be executed by the individuals named below who are duly authorized and empowered to execute this Power of Attorney on the Companies' behalf, this 23rd day of August, 2022.

SEAL SEAL

ASCOT SURETY & CASUALTY COMPANY
ASCOT INSURANCE COMPANY

Matthew Kramer (Chief Executive Officer)

Tara Quigley (Executive Vice President, Surety)

STATE OF NEW JERSEY)
COUNTY OF MIDDLESEX) ss.

On this 23rd day of August 2022, before me came the above named Chief Executive Officer of each of Ascot Surety & Casualty Company and Ascot Insurance Company and the head of the surety business line for each of Ascot Surety & Casualty Company and Ascot Insurance Company, to me personally known to be the individuals described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of Ascot Surety & Casualty Company and Ascot Insurance Company, and that the said corporate seals and signatures were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

OFFICIAL SEAL
ARLINDA KONGOLI
NOTARY PUBLIC-NEW JERSEY
My Commission Expires APRIL 3, 2027
Comm. #50 055068

Arlinda Kongoli
Notary Public
My commission expires on April 3, 2027

I, the undersigned Secretary of the Company, do hereby certify that the foregoing excerpts of the Resolution adopted by the Board of Directors of the Companies, and the Power of Attorney issued pursuant thereto, are true and correct, and further certify that both the Resolution and the Power of Attorney are still in full force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the Companies.

RESOLVED, that in connection with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal (electronic or otherwise) shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Companies, this 26th day of September 20 23

ASCOT SURETY & CASUALTY COMPANY
ASCOT INSURANCE COMPANY

Jeff Sipos, Secretary

All Claims Notices should be sent to: Ascot Surety & Casualty Company, 55 W 46th Street, 26th Floor, New York, NY 10036; Attention Bond Claim Unit; suretyclaims@ascotgroup.com

Attachment: Exhibit D - New Smyrna Beach Contract (2024-R-1 : Street Sweeping Contract)

USA Services of Florida, LLC – ITB-33-23-MO Street Sweeping and Cleaning Services

THIS AGREEMENT is made and entered into this _____ day of _____, 2023, by and between **USA Services of Florida, LLC**, duly authorized to conduct business in the State of Florida and whose address is 448 Spring Hammock Ct, Longwood, FL 32750, hereinafter, called "CONSULTANT," and the **CITY OF NEW SMYRNA BEACH**, a political subdivision of the State of Florida, whose address is 210 Sams Ave., New Smyrna Beach, FL, hereinafter called "CITY."

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the ITB-33-23-MO Street Sweeping and Cleaning Services**, FOR THE CITY OF NEW SMYRNA BEACH** 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 the individual 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 initial term of this Agreement shall be for three (3) years from the date of the award. After the initial term, this Agreement may be renewed for one (1) optional, three (3) year period. The maximum term for this Agreement and all renewals is a cumulative term of five (5) years.

SECTION 3. DESCRIPTION OF SERVICES. The Consultant agrees to perform the services outlined in the advertised solicitation document titled ITB-33-23-MO Street Sweeping and Cleaning Services, and in the Consultant's submitted Proposal.

The Consultant shall diligently and in a professional and timely manner perform and provide these services. Unless modified in writing by the parties hereto, the duties of the Consultant shall not be construed to exceed the provision of the services pertaining to this Agreement.

The City and Consultant agree that there may be certain additional services required to be performed by the Consultant during the performance of the contract that cannot be defined sufficiently at the time of execution of this Agreement. These services shall be authorized in writing as an amendment to the contract and may contain additional instructions or provide specifications upon certain aspects of this Agreement pertaining to the work to be undertaken.

SECTION 4. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT based on their fee schedule provided. Unless otherwise agreed in a Scope of Services, the CONSULTANT shall invoice the City monthly based upon the CONSULTANT's fees for services completed during the billing period.

SECTION 5. COMPONENT PARTS OF THE CONTRACT. This Contract consists

Attachment: Exhibit D - New Smyrna Beach Contract (2024-R-1 : Street Sweeping Contract)

Contractor's Initials _____
Professional Services Agreement, Rev. 02/23

of the following contract documents, all of which are hereby made a part hereof as if herein set out in full and all of which are familiar to the Contractor:

A. City Advertised Bid
B. Addendums
C. Award Bid Proposal
D. Certificate of Insurance
E. Presentation of Services
F. Fee Proposal

SECTION 6. CONTROLLING LAW, VENUE, AND 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 7. RIGHTS AT LAW RETAINED. The rights and remedies of the City, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 8. 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:

Kelly McQuillen, City Clerk
City of New Smyrna Beach
210 Sams Ave.
New Smyrna Beach, FL 32138
(386)410-2637

For Consultant:

Erin Quinn, Secretary
(Name, Title)

USA Services of Florida
(Company)

4141 Rockside Rd. #100
(Address)

Seven Hills, OH 44131
(City, State, Zip)

216-777-2750
(Phone)

Contractor's Initials: EQ
Professional Services Agreement, Rev. 02/23

Attachment: Exhibit D - New Smyrna Beach Contract (2024-R-1 : Street Sweeping Contract)

SECTION 9. 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 both parties hereto of equal dignity herewith.

SECTION 10. 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 11. WAIVER OF JURY TRIAL. The City and Consultant have specifically waived the right to a jury trial concerning any disputes which may arise concerning this agreement.

SECTION 12. EFFECT OF FAILURE TO INSIST ON STRICT COMPLIANCE WITH CONDITIONS. The failure of either party to insist on strict performance of any covenant or condition of this contract, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance. This contract cannot be changed or terminated orally.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by the City of New Smyrna Beach.

ATTEST

Authorized Signature

Alisa Riccardi Contract Administrator

Print Name and Title

USA Services of Florida, LLC

Authorized Signature

Erin Boyts Quinn, Secty.

Print Name and Title

Date: 10-16-2023

ATTEST

Kelly McQuillen, City Clerk

CITY OF NEW SMYRNA BEACH

Fred E. Cleveland, Mayor

Date: _____

For the use and reliance of the City of New Smyrna Beach only. Approved as to form and legal sufficiency.

Carrie Avallone City Attorney

Dated: _____

Contractor's Initials: _____

Attachment: Exhibit D - New Smyrna Beach Contract (2024-R-1 : Street Sweeping Contract)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **January 9, 2024**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Piggy-Back of Orange County, Florida Term Agreement (ITB# Y21-120-MV) with Hydra Services, Inc., for Abs Pumps, Repairs and Parts in an Amount Not to Exceed $110,000 Annually, and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing an Effective Date.**
NUMBER: **2024-R-2**
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill Utility routinely utilizes outside contractors to assist with sewer collection and wastewater treatment equipment maintenance that staff cannot perform in-house. Outsourced equipment service includes the repair, rehabilitation and replacement of motors and pumps in the sewer collection system and state permitted 3-million-gallon wastewater treatment plant that are fatigued or failed. Typically, when a pump needs repair it is taken out of service and the system will temporally run on a redundant backup. The repair is historically completed by obtaining 3 competitive quotes, but this is a time-consuming task, leaving the system vulnerable to failure. To minimize downtime and expedite repairs, the City Utility has standardized to ABS pumps where possible. These standardized pumps also allow the Utility to obtain a competitive priced specialty repair services contract which cost effectively expedites repairs as well as frees up staff time for other operational priorities.

Hydra Services is the sole source provider of ABS Sulzer which is the standardized pump for waste water. Hydra is located in Volusia County and Hydra have agreed we can use their services under the Orange County contract which is advantageous to the city due to the reduced price. Hydra is well aware that they will pick up at the city yard and that they will honor the pricing and general conditions of the original contract). Staff will request from Hydra to extend the same insurance that Orange County contract requests to cover Holly Hill with the City of Holly Hill Named on the policy.

Hydra Services, Inc., has a term contract for ABS pumps, parts and repairs with Orange County, Florida. The contract provides an hourly cost structure for pump repair and 10% discount on pumps and parts covered by the vendor. Orange County, Florida issued an invitation for Bids #Y21-170-MV in April of 2021 is attached as ‘Exhibit A.’

As the Orange County Utility is much larger than the Holly Hill Utility, it is able to offer beneficial pricing for with their contract that the City can take advantage of with a piggy-back agreement. The Orange County, Florida Service and Parts Term Contract, was approved for the period of August 1, 2021 to July 31, 2024 and is included as exhibit 'Exhibit B'.

Policy 2.39 of the City's Purchasing Policy states "The City may utilize (piggy-back) any other government entity's open contracts that have been competitively bid and awarded to the low responsive, responsible bidder meeting specifications, in accordance with City Purchasing regulations The City may also piggy-back off U.S. General Services Administration, "GSA Contracts". When another entity's contract is to be utilized, a copy of that contract shall be forwarded to the Finance Department for review and evaluation to determine if it meets the City's requirement regarding competitive bidding and award." This section of the Purchasing Policy is included under 'Exhibit C".

FISCAL ANALYSIS:

Repair services are annually budgeted in the utility budget in sewer general ledger account 400-3020-535-4601. The adopted fiscal year 2023/24 budget includes line items for:

$ 35,000.00 Other Misc. Pump Repairs and
$ 75,000.00 Sewer and Force Main Repairs.
$110,000.00 Total Available As Need for Repairs

Hydra Services pumps, parts, and repairs are only required to facilitate continuous utility operations when pumps show significant wear or fail and expenses will not exceed $110,000 annually.

STAFF RECOMMENDATION:

Approve the piggy-back of Orange County, Florida (ITB# Y21-170-MV) contract with Hydra Services, Inc for ABS pumps, repairs and parts in an amount not to exceed $110,000.00 per year and authorize the City Manager to execute the same.

COMMISSION GOAL:

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

MOTION:

APPROVE THE PIGGY-BACK OF ORANGE COUNTY, FLORIDA (ITB# Y21-170-MV) CONTRACT WITH HYDRA SERVICES, INC., FOR ABS PUMPS, REPAIRS AND

PARTS IN AN AMOUNT NOT TO EXCEED $110,000 PER YEAR AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A - Orange County, FL (ITB# Y21-170) (PDF)
- Exhibit B - Orange County, FL and Hydra Services, Inc Agreement (PDF)
- Exhibit C - Purchasing Policy Section 2.39 (PDF)

Resolution No. 2024-2

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGY-BACK OF ORANGE COUNTY, FLORIDA TERM AGREEMENT (ITB# Y21-120-MV) WITH HYDRA SERVICES, INC., FOR ABS PUMPS, REPAIRS AND PARTS IN AN AMOUNT NOT TO EXCEED $110,000 ANNUALLY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGY-BACK OF ORANGE COUNTY, FLORIDA, TERM AGREEMENT (ITB# Y21-120-MV) WITH HYDRA SERVICES, INC., FOR ABS PUMPS, REPAIRS AND PARTS IN AN AMOUNT NOT TO EXCEED $110,000 ANNUALLY, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Utility requires pumps, repairs and parts services to maintain continuous sewer collection and wastewater treatment as required under the Florida Department of Environmental Protection permit; and

WHEREAS, Hydra Services, Inc., is a local service provider with an active Term Contract with Orange County, Florida (ITB# Y21-170-MV) for pumps, repairs and parts; and

WHEREAS, The City purchasing policy 2.39 states the City of Holly Hill may utilize piggy-back agreements for contract services; and

WHEREAS, adequate budget is available within the City utility sewer divisional funds to pay for the purchase of pumps, repairs and parts in an amount not to exceed $110,000.

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

SECTION 1. That the Commission of the City of Holly Hill approve the piggy-back of Orange County, Florida (ITB# Y21-179-MV) contract with Hydra Services, Inc.

SECTION 2. That the Commission of the City of Holly Hill approve pumps, repairs and parts services from Hydra Services, Inc., in an amount not to exceed $110,000 annually and authorize the City Manager to execute the same.

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 9th day of JANUARY, 2024.

Issue Date: April 8, 2021

ORANGE COUNTY FLORIDA
PROCUREMENT DIVISION

NOTICE IS HEREBY GIVEN that Orange County, Florida, henceforth referred to as the County is accepting sealed bids for:

INVITATION FOR BIDS #Y21-170-MV, FLYGT AND ABS PUMPS, PARTS AND REPAIRS TERM CONTRACT

Copies of the Invitation for Bids (IFB) documents may be obtained from the Orange County Procurement Division by phoning (407) 836-5635 or by download at:
https://app.negometrix.com/buyer/691

BID SUBMISSION DUE DATE:
In an effort to help promote social distancing measures during the COVID-19 Public Health Emergency, electronic submissions will be accepted by the County.

Firms are strongly encouraged to submit responses electronically. Firms will not be permitted to fax or email offers.

To maintain a secured sealed process electronic submissions may be made through the Negometrix platform only at: https://app.negometrix.com/buyer/691

Sealed bid offers for furnishing the above will be accepted up to **4:00 PM (local time), Tuesday, May 11, 2021,** via the electronic portal referenced above, or at the Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

Bids delivered via mail or hand delivery shall contain an **original**, **two (2) hard copies and one (1) electronic copy on a USB Flash Drive.**

NOTICE TO BIDDERS:
To ensure that your bid is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Melisa Vergara, Contracting Agent at Melisa.Vergara@ocfl.net.

QUESTIONS:
All questions or concerns regarding this Invitation for Bids shall be submitted by email to Melisa.Vergara@ocfl.net, no later than 5:00 PM **Tuesday, April 20, 2021** to the attention of Melisa Vergara, Procurement Division, referencing the IFB number.

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

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Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

SECTION 1
GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

1. GENERAL INFORMATION

These specifications constitute the complete set of requirements and bid forms. The bid response page(s), and all forms listed on the bid response page(s) shall be completed, signed, and submitted via the electronic submittal portal, or sealed in an envelope bearing the bid number on the outside and mailed or presented to the Procurement Division on or before the specified time and date. **Failure to comply with the preceding requirements shall result in the rejection of the bid.**

Bids submitted by e-mail, telephone or fax shall not be accepted. An e-mailed or a faxed bid shall be rejected as non-responsive regardless of where it is received.

Bids may be submitted via the electronic submission portal at: **https://app.negometrix.com/buyer/691**, or in the Procurement Division; Internal Operations Centre II, 400 E. South Street; 2nd Floor, Orlando, FL 32801, prior to the submission deadline. Bids will be opened per the public meeting notice.

Bidders are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

The County shall not be responsible for delays caused by any occurrence. The time/date stamp clock located in the Procurement Division shall serve as the official authority to determine lateness of any bid. The bid time shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered. Late bids will be returned to the Bidder unopened. The decision to refuse to consider a bid that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County Code (Procurement Ordinance).

If submitting via mail or in person, bids must be typewritten or filled in with pen and ink, and must be signed in ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the bid.

Bidders shall not be allowed to modify their bids after the opening time and date. Bid files may be examined during normal working hours, thirty (30) days after bid opening or upon recommendation for award, whichever occurs first. Bidders desiring to view these documents are urged to schedule an appointment.

For information concerning this bid, please contact the Procurement Division at the address listed above or by calling 407-836-5635. Please specify the bid number for which you are inquiring.

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

2. QUESTIONS REGARDING THIS SOLICITATION

All questions or concerns regarding this Invitation for Bids shall be submitted by email to the Procurement Division representative specified on the cover page of this Invitation for Bids. Consideration for modification or alteration of the documents contained in this solicitation shall be requested during the specified question specified on the cover page of this Invitation for Bids.

When required the Procurement Division shall issue an addendum to the Invitation for Bids. The addendum shall be available on the aforementioned electronic portal for access by potential Bidders.

Bidders are instructed not to contact the initiating division directly. No oral interpretation of this Invitation for Bids shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Manager, Procurement Division.

This provision exists solely for the convenience and administrative efficiency of Orange County. No Bidder or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Bidder or third party have any standing to sue or cause of action arising there from.

3. PRICE/DELIVERY

Price(s) bid must be the price(s) for new goods, unless otherwise specified. Any bids containing modifying or "escalator" clauses will not be considered unless specifically requested in the bid specifications.

"Acceptance" as herein used means the acceptance by Orange County after the Manager, Procurement Division or authorized agent has, by inspection or test of such items, determined that they fully comply with specifications.

Deliveries resulting from this bid are to be performed during the normal working hours of the County. Time is of the essence and the Contractor's delivery date must be specified and adhered to. Should the Contractor, to whom the order or contract is awarded, fail to deliver on or before the stated date, the County reserves the right to **CANCEL** the order or contract and make the purchase elsewhere, and the Contractor shall be required to compensate the County for the difference in price paid for the alternate goods. The Contractor shall be responsible for making any and all claims against carriers for missing or damage goods. Partial shipments will be acceptable unless otherwise stated.

4. FEDERAL AND STATE TAX

The County is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transactions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). The Manager, Procurement Division will sign an exemption certificate submitted by the Contractor.

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

Contractors doing business with the County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any Contractor be authorized to use the County's Tax Exemption Number in securing such materials.

5. ACCEPTANCE/REJECTION/CANCELLATION

The County reserves the right to accept or to reject any or all bids and to make the award to that bidder who, in the opinion of the County, will be in the best interest of and/or the most advantageous to the County. The County also reserves the right to reject the bid of any bidder who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the County's opinion, is not in a position to perform properly under this award. The County reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The County reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid. Award will be made to the lowest responsive and responsible bidder as determined by the County.

The County reserves the right, and the Manager, Procurement Division has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Orange County Code.

6. BRAND NAME OR EQUALS/DEVIATIONS

Unless otherwise specified, the mention of a particular manufacturer's brand name or number in the specifications does not imply that this particular good is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of good that will be acceptable. Equal offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with equal offers will result in the disqualification of the bid.

The determination as to whether any alternate good or service is or is not equal shall be made solely by the County and such determination shall be final and binding upon all bidders. The County reserves the right to request and review additional information to make such a determination.

Although the County provides for the consideration of alternate bids, it reserves the right to make an award in the best interest of the County. Award may not necessarily be given to the lowest bid offered.

The Bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications of the items bid upon. Unless the bid is in response to a "Brand Name or Equal" requirement, deviations from the specifications will only be considered if requested in writing prior to the date and time specified for receipt of bids.

Deviations, if accepted, will be specifically addressed in writing via an addendum to this Invitation for Bids. Any goods or services that are not in compliance with the specifications will not be accepted.

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

7. NO BID

Where more than one item is listed, any items not bid upon shall be indicated as "NO BID".

8. CONFLICT OF INTEREST

The award is subject to provisions of applicable State Statutes and County Ordinances. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Orange County. Further, all bidders must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Bidder's firm or any of its branches. Should the Contractor permanently or temporarily hire any County employee who is, or has been, directly involved with the Contractor prior to or during performance of the resulting contract, the contract shall be subject to immediate termination by the County.

9. LEGAL REQUIREMENTS

All applicable Federal and State laws and County ordinances that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility.

A. Contractors doing business with the County are prohibited from discriminating against any employees, applicant, or client because of race, religion, color, disability, national origin, gender, or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

B. Businesses wishing to participate in the County procurement process as an Orange County Certified M/WBE firm are required to complete a certification application to attain recognition as such. You may contact the Procurement Division or the Business Development Division for information and assistance.

10. RECIPROCAL PREFERENCE

In the event the lowest responsive and responsible bid submitted in response to any Invitation for Bids is by a bidder whose principal place of business is in a county other than Orange County, and such county grants a bid preference for purchases to a bidder whose principal place of business is in such county, then Orange County may award a preference to the (next) lowest responsive and responsible bidder having a principal place of business within Orange County, Florida. Such preference will be equal to the preference granted by the county in which the lowest responsive and responsible bidder has its principal place of business **except as provided below.**

Effective July 1, 2015 the reciprocal local preference will not apply to construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation.

If the solicitation involves a federally funded project where the funding source requirements prohibit the use of state and/or local preferences, the reciprocal local preference will not be applied.

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

11. GOVERNING LAW AND VENUE

Any and all legal actions associated with this contract will be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be in the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida.

12. JURY WAIVER

Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this agreement.

13. ATTORNEYS' FEES AND COSTS

The Parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any litigation that arises either directly, or indirectly.

14. UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the Contractor and the County for any terms and conditions not specifically stated in this Invitation for Bids.

15. MISTAKES

In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly. Bidders must check their bid where applicable. Failure to do so will be at the Bidder's risk. Bids having erasures or corrections must be initialed in ink by the Bidder.

16. AVAILABILITY OF FUNDS

The obligations of the County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and Orange County, Florida, or other specified funding source for this procurement.

17. NON-DISCRIMINATION

The County's policies of equal opportunity and non-discrimination are intended to assure equal opportunities to every person, regardless of race, religion, sex, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided and enforced by Section 17-314 of the Orange County Code and the County's relevant Administrative Regulations. It is also the county policy that person(s) doing business with the County shall recognize and comply with this policy and that the County shall not extend public funds or resources in a manner as would encourage, perpetuate or foster discrimination. As such:

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

1. The Contractor shall adopt and maintain, or provide evidence to the County that Contractor has adopted and maintains, a policy of nondiscrimination as defined by Section 17-288, Orange County Code, throughout the term of this Agreement.

2. The Contractor agrees that, on written request, the Association shall permit reasonable access to all business records or employment, employment advertisement, applications forms, and other pertinent data and records, by the County, for the purpose of investigating to ascertain compliance with the non-discrimination provisions of this contract; provided, that the Contractor shall not be required to produce for inspection records covering periods of time more than one year prior to the date of this Agreement.

3. The Contractor agrees that, if any obligations of this contract are to be performed by subcontractor(s), the provisions of subparagraphs 1 and 2 of this Section shall be incorporated into and become a part of the subcontract.

18. BID TABULATION AND RESULTS

Bid tabulations shall be available thirty (30) days after opening on the Orange County website at: **http://apps.ocfl.net/orangebids/bidresults/results.asp** or upon notice of intended action, whichever is sooner.

19. BID FORMS

All bids shall be submitted on the County's standard Bid Response Form. Modification of the Bid Response Form herein or submission of Bids on Bidder's quotation forms shall not be accepted and shall be deemed non-responsive.

20. REFERENCES

A contact person shall be someone who has personal knowledge of the Bidder's performance for the specific requirement listed. Contact person shall have been informed that they are being used as a reference and that the County may be contacting them. More than one person can be listed but all shall have knowledge of the project. The reference shall be the owner or a representative of the owner. Contractors who provided services under the referenced project (contract) shall not be accepted as references. **DO NOT** list principals or officers who shall not be able to answer specific questions regarding the project. Failure of references listed to respond to the County's inquiries may negatively impact the responsibility of the Bidder.

21. POSTING OF RECOMMENDED AWARD AND PROTESTS

The recommended award will be posted for review by interested parties at the Procurement Division and at:

http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp prior to submission through the appropriate approval process and will remain posted for a period of five (5) full business days.

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

- **Orange County Lobbyist Regulations General Information**
  http://www.orangecountyfl.net/OpenGovernment/LobbingAtOrangeCounty.aspx

A lobbying blackout period shall commence upon issuance of the solicitation until the Board selects the Contractor. For procurements that do not require Board approval, the blackout period commences upon solicitation issuance and concludes upon contract award.

The County may void any contract where the County Mayor, one or more County Commissioners, or a County staff person has been lobbied in violation of the black-out period restrictions of Ordinance No. 2002-15.

- **Orange County Protest Procedures**
  http://www.orangecountyfl.net/VendorServices/VendorProtestProcedures.aspx

Failure to file a protest with the Manager, Procurement Division by 5:00 PM on the fifth full business day after posting, shall constitute a waiver of bid protest proceedings.

22. BID AND RELATED COSTS

By submission of a bid, the Bidder agrees that any and all costs associated with the preparation of the bid will be the sole responsibility of the Bidder. The Bidder also agrees that the County shall bear no responsibility for any costs associated with the preparation of the bid including but not limited to any administrative or judicial proceedings resulting from the solicitation process.

23. CONTRACTUAL AGREEMENT

This Invitation for Bids shall be included and incorporated in the final contract or purchase order. The order of contract precedence will be the contract (purchase order), bid document, and response. Any and all legal actions associated with this Invitation for Bids and/or the resultant contract (purchase order) shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

24. PUBLIC ENTITY CRIME

Section 287.133(3)(d), Florida Statutes, provides that the Florida Department of Management Services shall maintain a list of the names and addresses of those who have been disqualified from participating in the public contracting process under this section.

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list

A person or affiliate who has been placed on The Convicted Vendor list following a conviction for a public entity crime shall not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

shall not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on The Convicted Vendor List.

25. DRUG-FREE WORKPLACE FORM

The Drug-Free Workplace Form is attached and shall be completed and submitted with your bid.

26. SUBCONTRACTING

Bidders subcontracting any portion of the work shall state name and address of subcontractor and the name of the person to be contacted on the attached "Schedule of Subcontractors Form".

27. CONFLICT OF INTEREST FORM

Bidder shall complete the Conflict of Interest Form attached hereto and submit it with their bid.

28. ETHICS COMPLIANCE

The following forms are included in this solicitation and shall be completed and submitted as indicated below:

A. **Orange County Specific Project Expenditure Report** -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in **Section 2-351, Orange County Code.** This form shall be completed and submitted with all bid responses to an Orange County solicitation. Any questions concerning this form shall be addressed to the contracting agent identified in the applicable solicitation.

B. **Relationship Disclosure Form** – The purpose of this form is to document any relationships between a bidder to an Orange County solicitation and the Mayor or any other member of Orange County, Florida. This form shall be completed and submitted with the applicable bid to an Orange County solicitation.

No contract award shall be made unless these forms have been completed and submitted with the bid. Any questions concerning these forms shall be addressed to the contracting agent identified in this solicitation. Also, a listing of the most frequently asked questions concerning these forms is attached to each for your information.

29. SUBMISSION OF BID

Bids may be submitted via the electronic submission portal at: https://app.negometrix.com/buyer/691, or in the Procurement Division; Internal Operations Centre II, 400 E. South Street; 2nd Floor, Orlando, FL 32801, prior to the submission deadline. Bids will be opened per the public meeting notice.

If bid will be mailed or hand delivered, ensure it is secured in a sealed envelope, addressed as follows:

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Bidders must indicate on the sealed envelope the following:

A. Invitation for Bids Number
B. Due Date of Bid Submittal
C. Name of Bidder
D. Phone Number of Bidder

Bids received after the time, date, and/or at the location specified, due to failure to identify the envelope with the above information shall be rejected.

30. COPIES

Copies of documents, records, materials, and/or reproductions requests will be charged in accordance with Orange County's fee schedule. Copyrighted materials may be inspected, but cannot be copied or reproduced per Federal law.

31. PROPRIETARY/RESTRICTIVE SPECIFICATIONS

If a prospective bidder considers the specification contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the Procurement Division prior to bid opening. Specifications which are unrelated to performance will be considered for deletion via addendum to this Invitation for Bids.

32. DEVELOPMENT OR ASSISTANCE IN DEVELOPMENT OF SPECIFICATIONS/ REQUIREMENTS/ STATEMENTS OF WORK

Firms and/or individuals that assisted in the development or drafting of the specifications, requirements, statements of work, or solicitation documents contained herein are excluded from competing for this solicitation.

This shall not be applicable to firms and/or individuals providing responses to a publicly posted Request for Information (RFI) associated with a solicitation.

33. PAYMENT TERMS/DISCOUNTS

The County's payment terms are in accordance with Florida Statute 218, Local Government Prompt Payment Act. Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

34. PATENTS AND ROYALTIES

Unless otherwise provided, the Contractor shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of the contract resulting from this Invitation for Bids.

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The Contractor, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Contractor. In the event of any claim against the County of copyright or patent infringement, the County shall promptly provide written notification to the Contractor. If such a claim is made, the Contractor shall use its best efforts to promptly purchase for the County any infringing products or services or procure a license, at no cost to the County, which will allow continued use of the service or product.

If none of the alternatives are reasonably available, the County agrees to return the article on request to the Contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

35. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses including attorney's fees of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Contractor or its subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County.

36. CLARIFICATIONS

It is the Bidder's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this Invitation for Bids. Lack of understanding and/or misinterpretation of any portions of this Invitation for Bids shall not be cause for withdrawal of your bid after opening or for subsequent protest of award. Bidder's must contact the Procurement Division, at the phone number on the bid cover sheet **prior** to bid opening, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the Bidder and the County.

37. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

A. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

B. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,

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C. No attempt has been made or shall be made by the Bidder to induce any other person or bidder to submit or not to submit a bid for the purpose of restricting competition.

38. SUCCESSORS AND ASSIGNS

The County and the Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

39. NO REPRESENTATIONS

Each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement.

40. SEVERABILITY

The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependencies a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

41. PRICING/AUDIT

The Contractor shall establish and maintain a reasonable accounting system, which enables ready identification of Contractor's cost of goods and use of funds.

Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The County or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the Contractor or its subcontractors, as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the Contractor's place of business. This right to audit shall include the Contractor's subcontractors used to procure goods under the contract with the County. Contractor shall ensure the County has these same rights with subcontractors and suppliers.

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42. EMPLOYEES OF THE CONTRACTOR

All work under this contract shall be performed in a professional and skillful manner. The County may require, in writing, that the Contractor, remove from this contract any employee the County deems incompetent, careless, or otherwise objectionable.

43. TOBACCO FREE CAMPUS

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to Contractors and their personnel during contract performance on County owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

44. SINGLE-USE PRODUCTS

The Board of County Commissioners has established a single-use products and plastic bags policy intended to reduce the use of products which have become globally recognized as having lasting negative impacts on the environment.

Neither single-use products nor plastic bags may be sold or disbursed on County property by staff or contracted vendors, except as set forth in Orange County Administrative Regulation 9.01.03. Failure to comply with the Regulation may result in termination of the contract or other contractual remedies, and may affect future contracting with the County. The use of reusable, recyclable, biodegradable, or compostable materials is encouraged.

45. CONTRACT CLAIMS

"Claim" as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a Contractor against the County, relating to a particular contract shall be submitted to the Manager, Procurement Division in writing clearly labeled "Contract Claim" requesting a final decision. The Contractor also shall provide with the claim a certification as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

Failure to document a claim in this manner shall render the claim null and void. No claim shall be accepted after final payment of the contract.

The decision of the Manager, Procurement Division shall be issued in writing and furnished to the Contractor. The decision shall state the reasons for the decision reached. The Manager, Procurement Division shall render the final decision within sixty (60) days after

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receipt of Contractor's written request for a final decision. The Manager, Procurement Division decision shall be final and conclusive.

The Contractor shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager, Procurement Division.

46. VERIFICATION OF EMPLOYMENT STATUS

The Contractor is required to be registered with the U.S. Department of Homeland Security's E-Verify system prior to entering into a contract with Orange County. The Contractor shall use the E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term. The Contractor shall include an express provision in all of its subcontracts requiring subcontractors, who perform work or provide services pursuant to the contract, to use the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at:

http://www.uscis.gov/portal/site/uscis.

Only those employees determined eligible to work within the United States shall be employed under this contract.

By submission of a bid in response to this solicitation, the Contractor affirms that all employees in the above categories shall undergo e-verification before placement on this contract. The Contractor shall commit to comply with this requirement by completing the E-Verification certification, attached to this solicitation.

A public employer, contractor, or subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes is obligated to terminate the contract with the person or entity pursuant to Section 448.095(2)(c)1, Florida Statutes. If Orange County terminates the contract for the foregoing reason, the contractor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated, and the contractor will be liable for any additional costs incurred by Orange County as a result of the termination of the contract.

47. CONFIDENTIAL INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all bidders/proposers should be aware that formal solicitations and the responses thereto are in the public domain. Requests for confidential treatment will not supersede the County's legal obligation to provide records to the public consistent with public records law. Bidders/proposers must cite specific, applicable legal grounds to support a request for confidential treatment, of any portion of a bid/proposal. Requests by bidders/proposers to keep entire bids/proposals confidential are generally not supported by public records laws. At a minimum, the County will disclose the successful bidder's/proposer's name, the substance of the bid/proposal, and the price.

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If the bidder/proposer requests confidential treatment, bidder/proposer must submit an additional copy of the bid/proposal with the proposed confidential information redacted. This copy must include a general description of the information redacted, and shall only be redacted in the least expansive manner necessary to effectuate the requested exemption(s). In a separate attachment, bidder/proposer shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis under Florida law, including a detailed justification for exempting the information from public disclosure.

Bidder/proposer shall hold harmless and indemnify the County for all claims, actions, suits, judgments, fines, costs or damages the County may incur as a result of bidder's/proposer's request for confidential treatment of its bid/proposal. Bidder/proposer agrees and understands that the County may make copies of, and distribute, the bid/proposal without any requested redactions, to facilitate evaluation. Bidder/proposer warrants that such copying will not violate the rights of any third party.

48. FEDERAL REQUIREMENTS

In the event this Contract is paid in whole or in part from any federal government agency or source, the specific terms, regulations and requirements governing the disbursement of these funds shall be specified herein and become a part of this clause.

Equal Employment Opportunity: For any federally assisted construction contract, as defined in 41 CFR 60-1.3, the contractor, subcontractor, subrecipient shall follow all of the requirements of the Equal Opportunity Clause as stated in 41 CFR 60-1.4.

Davis–Bacon Act: For any federally assisted construction contract, in excess of two thousand dollars ($2,000), the contractor, subcontractor, subrecipient shall comply with all of the requirements of the Davis-Bacon Act (40 U.S.C. 3141 – 3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and assisted Construction"); and the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
For a definition of "Construction" see 48 CFR 2.101.

Contract Work Hours and Safety Standards Act: For any federally assisted contract, in excess of one hundred thousand dollars ($100,000), that involves the employment of mechanics or laborers, the contractor, subcontractor, subrecipient shall comply with all of the requirements of the Contract work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by Department of Labor Regulations (29 CFR Part 5).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding one hundred thousand dollars ($100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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Rights to Inventions Made Under a Contract or Agreement: For any federally assisted contract, awarded to a small business firm or nonprofit organization as defined in 37 CFR 401.2 for the performance of experimental, developmental, or research work, the contractor, subcontractor, subrecipient agrees to all of the terms in 37 CFR 401.14(a) and (b) regarding Patent Rights and The Allocation of Principal Rights.

Clean Air Act and the Federal water Pollution Control Act: For any federally assisted contract, or subgrant, in excess of one hundred and fifty thousand dollars ($150,000), the contractor, subcontractor, subrecipient or subgrant recipient shall comply with all of the requirements of the Clean Air Act (42 U.S.C. 7401 -7671q.) and the Federal water Pollution Control Act as amended (33 U.S.C. 1251 – 1387).

Procurement of Recovered Materials:

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

   a. Competitively within a timeframe providing for compliance with the contract performance schedule;

   b. Meeting contract performance requirements; or

   c. At a reasonable price.

(2) Information about this requirement, along with a list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

Awarded Contractors are required to fully comply with all requirements outlined in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

49. SCRUTINIZED COMPANIES

A. By executing this Agreement, the Contractor/Sub-Recipient certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes.

B. Specifically, by executing this Agreement, the Contractor/Sub-Recipient certifies that it is **not** on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

C. Additionally, if this Agreement is for an amount of one million dollars ($1,000,000) or more, by executing this Agreement, the Contractor/Sub-Recipient certifies that it is **not**:

   1. On the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List," created pursuant to Section 215.473, Florida Statutes; and/or

   2. Engaged in business operations in Cuba or Syria.

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D. The County reserves the right to terminate this Agreement immediately should the Contractor be found to:

1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; and/or

2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the County.

E. If this Agreement is terminated by the County as provided in subparagraph 4(a) above, the County reserves the right to pursue any and all available legal remedies against the Contractor, including but not limited to the remedies as described in Section 287.135, Florida Statutes.

F. If this Agreement is terminated by the County as provided in subparagraph 4(b) above, the Contractor shall be paid only for the funding-applicable work completed as of the date of the County's termination.

G. Unless explicitly stated in this Section, no other damages, fees, and/or costs may be assessed against the County for its termination of the Agreement pursuant to this Section.

50. PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS)

Orange County is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records required by Orange County to perform the service.

2. Upon request from Orange County's custodian of public records, provide Orange County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from the 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 Orange County.

4. Upon completion of the contract, Contractor agrees to transfer at no cost to Orange County all public records in possession of the Contractor or keep and maintain public records required by Orange County to perform the service. If the Contractor transfers all public record to Orange County 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

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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 Orange County, upon request from Orange County's custodian of public records, in a format that is compatible with the information technology systems of Orange County.

5. A Contractor who fails to provide the public records to Orange County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

6. **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 :**

Procurement Public Records Liaison
400 E. South Street, 2nd Floor, Orlando, FL 32801
ProcurementRecords@ocfl.net, 407-836-5635

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SECTION 2
SPECIAL TERMS AND CONDITIONS

SPECIAL TERMS AND CONDITIONS

1. LICENSES AND PERMITS

Prior to furnishing the requested product(s), it shall be the responsibility of the Contractor to obtain, at no additional cost to Orange County, any and all licenses and permits required to complete all contractual requirements. These licenses and permits shall be readily available for review by the Manager, Procurement Division or authorized designee.

2. BID ACCEPTANCE PERIOD

A bid shall constitute an irrevocable offer for a period of ninety (90) days from the bid opening date or until the date of award. In the event that an award is not made by the County within ninety (90) days from the bid opening date, the Bidder may withdraw their bid or provide a written extension of their bid.

3. FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS

By submission of an offer, the respondent affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

4. AWARD

Orange County reserves the right to award on an all-or-none basis to the lowest responsive Bidder or to award on a lot-by-lot basis to the lowest responsive and responsible Bidder, whichever is in the best interest of the County.

5. POST AWARD MEETING

Within **seven** (7) days after receipt of notification of award of bid, Contractor shall meet with the County's representative(s) to discuss job procedures and scheduling. **Meeting will be coordinated by the Utilities Department and will be performed by virtual means.**

6. F.O.B. POINT

The F.O.B. point shall be a destination within Orange County. The bid shall include all costs of packaging, transporting, delivery and unloading. **This shall include inside delivery if requested to the designated point within Orange County**. The County reserves the option to deliver and pickup pumps, parts and repaired pumps or items from the Contractor's location.

7. DELIVERY DELIVERY/TURN-AROUND TIME

Delivery time is of the essence in the award of this Invitation for Bids. Delivery and turn-around times shall be no later than the times stated below. Bids submitted which fail to meet this requirement shall be cause for rejection.

Delivery time shall be defined as the time (in work days) elapsed from the time the Contractor received a valid Delivery Order to the delivery of the ordered equipment.

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PUMPS		DELIVERY
Pumps in stock locally		7 days
Pumps not in stock locally, but within the USA		45 days
Pumps not in stock locally	Under 88 HP	14 weeks
Pumps not in stock locally	Over 88 HP	20 weeks

Turn-around time shall be defined as the length of time (in work days) elapsed from the time the contractor received a valid Delivery Order, to the return of the repaired motor and/or pump. The contractor by bidding shall agree to meet the following minimum requirements:

REPAIR	TURN AROUND TIME
Pumps up to 25 HP	4 weeks
Pumps 26 HP to 50 HP	5 weeks
Pumps 51 HP and above	10 weeks

It is hereby understood and mutually agreed to by and between parties hereto that the time of delivery is an essential condition of this contract.

Should the Contractor neglect, fail or refuse to furnish and deliver the goods within the time herein specified, Contractor does hereby agree, as part of consideration for the awarding of this contract to pay Orange County the sum extended by the County to contract for rental goods or equipment approved by the Procurement Division for the period from the required scheduled commencement date until delivery of the goods or equipment covered in the Invitation for Bids is completed.

The Contractor shall, within **fourteen (14)** calendar days from the beginning of such delay, notify the Manager, Procurement Division in writing of the cause(s) of the delay.

Should the Contractor be delayed in the delivery of the goods or equipment by reason of unforeseeable causes beyond its control and without fault or negligence, including, but not restricted to, acts of God or neglect of any other Contractor, the period herein above specified for the completion of delivery shall be extended by such time as shall be approved by the Manager, Procurement Division.

8. PICKUP OF PUMPS FOR REPAIR

When requested by the County**,** pumps in need of repair shall be picked up within two (2) business days from notification from the following locations:

- 701 W. McCormick Rd., Apopka, FL
- 8100 Presidents Dr., Orlando, FL
- 1621 S. Alafaya Tr., Orlando, FL

The Contractor shall submit to the County an itemized estimate of the repair costs within three (3) business days of pump pickup to include an estimated delivery date of the repaired pump.

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9. FORCE MAJEURE

1. The Contractor shall not be held responsible for any delay and/or failure in performance of any part of this contract to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond the Contractor's control so long as the Contractor's delay is not caused by the Contractor's own fault or negligence. That notwithstanding, the Contractor shall notify the County in writing within **fourteen (14) calendar days** after the beginning of any such cause that would affect its performance hereunder and the County reserves the right the request additional information that supports the validity of the Contractor's Force Majeure claim. Failure to notify the County in a timely manner of any claim of Force Majeure made pursuant to this section is cause for termination of this contract.

2. If the Contractor's performance is delayed pursuant to this section for a period exceeding **thirty (30) calendar days** from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this contract thereafter and shall only be liable to the Contractor for any work performed and validated (if required for payment hereunder) prior to the date of the County's contract termination.

3. If the Contractor's performance is delayed pursuant to this section, the County may, upon written request of the Contractor, agree to equitably adjust the provisions of this contract, including price, performance, and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit the County's right to terminate for convenience.

10. TERMINATION

A. Termination for Default:

The County may, by written notice to the Contractor terminate this contract for default in whole or in part (delivery orders, if applicable) if the Contractor fails to:

1. Provide goods or services that comply with the specifications herein or fails to meet the County's performance standards

2. Deliver the goods or to perform the services within the time specified in this contract or any extension.

3. Make progress so as to endanger performance of this contract

4. Perform any of the other provisions of this contract.

Prior to termination for default, the County shall provide adequate written notice to the Contractor through the Manager, Procurement Division, affording the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) calendar days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the Contractor in accordance with the County's Procurement Ordinance. The

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Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Contractor's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.

In the event of termination by the County for any cause, the Contractor shall have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the County the Contractor shall:

1. Stop work on the date and to the extent specified.

2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work

3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.

4. Continue and complete all parts of that work that have not been terminated.

B. Termination for Convenience:

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered and accepted. The County Notice of Termination shall provide the Contractor thirty (30) calendar days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

11. AS SPECIFIED

All goods delivered shall meet the specifications herein. Goods delivered not as specified shall be returned at no expense by Orange County. The County may return, for full credit, any unused goods received which fail to meet the County's performance standards. Replacement goods meeting specifications shall be submitted within a reasonable time after rejection of the non-conforming goods.

12. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

By submission of a bid in response to this solicitation, the Bidder certifies that all material, equipment, etc., contained in their bid meets all OSHA requirements. Bidder further certifies that if they are the awarded Contractor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Contractor.

13. SAFETY REGULATIONS

Equipment shall meet all State and Federal safety regulations.

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

14. CODES AND REGULATIONS

The Contractor shall strictly comply with all Federal, State and local codes and regulations.

15. PAYMENT

Partial payments for the value of goods received and accepted and services rendered may be requested by the submission of a properly executed invoice. Payment shall be made in accordance with Florida Statute 218, Local Government Prompt Payment Act. Payment for accepted equipment/goods/services shall be accomplished by submission of an invoice, in duplicate, to:

Orange County Utilities Field
Services Division 8100 Presidents
Drive Orlando, FL 32809
Attention: Financial Services Department
Phone: (407) 836-6829

A valid invoice shall include the following:

1. Reference to the Delivery Order/ Purchase Order Number
2. Delivery Dates/ Service Dates
3. Itemization of Goods Delivered/ Services Rendered
4. Unit Prices in accordance with the Bid Response Form

In the event additional County Departments or other public entities utilize this contract, invoices are to be sent directly to the Department or entity placing the order.

16. EQUIPMENT/SERVICE

A. The scope of these specifications is to insure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the Contractor from furnishing a complete unit.

B. All equipment shall be new, or current manufacture in production at the time of bid opening and carry standard warranties. The Contractor shall service all equipment prior to delivery.

C. Bids shall be considered only on equipment which can, on short notice, be serviced and maintained by the Contractor. At the time of bid opening, the Bidder shall be an authorized dealer, distributor, and/or representative of the manufacturer for the brand/model being bid. For the purposes of this solicitation, dealer, distributor, and/or representative means a firm or person that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, parts, articles, or equipment of the general character described in the specifications are bought, kept in stock and sold commercially or to the general public in the usual course of business. The Bidder shall maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum of delay. Failure to meet these requirements, in the County's sole opinion, may be cause for rejection.

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

D. Bidder shall indicate the nearest available location for replacement parts, how long parts shall be available on the market and the number of days to receive parts after receipt of order. The space for this information is included on the Bid Response Form.

17. ASSEMBLY AND/OR PLACEMENT

All goods shall be completely assembled when delivered to Orange County.

18. WARRANTY

The Contractor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of five (5) years or 10,000 hours from date of delivery/acceptance by Orange County. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor shall repair or replace same at no cost to the County, immediately upon written notice from the County's authorized representative. The Contractor shall be responsible for either repairing the equipment on site or transporting the equipment to their repair facility at no cost to the County.

The contractor shall warrant all replacement parts for one year or match the part manufacturer's warranty, whichever is greater. The contractor shall provide the County a copy of all third-party warranties when the equipment is returned to the County.

The Contractor shall fully warrant all repairs against defect in materials and/or workmanship for a period of one (1) year from delivery and acceptance.

All service visits, parts, mileage, labor, inspection, testing, etc., necessary to correct a defect under the repair warranty shall be performed by the contractor at no additional cost to the County.

All warranty provisions of the Uniform Commercial Code shall additionally apply.

19. MANUALS

Operation and Maintenance Manuals for each new equipment shall be delivered in the form of one (1) hardcopy copy and one (1) digital copy.

20. INSURANCE REQUIREMENTS

Vendor/Contractor agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor/Contractor is not intended to and shall not in any manner limit or qualify the liabilities assumed by Vendor/Contractor under this contract. Vendor/Contractor is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

The Vendor/Contractor shall require and ensure that each of its sub-Vendors/sub-Contractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.
(Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

☒ Commercial General Liability - The Vendor/Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than $500,000 per occurrence. Vendor/Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

☒ Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations

☒ Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

☒ Business Automobile Liability - The Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than $500,000 (five hundred thousand dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

☒ Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than $100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

☒ Waiver of Subrogation- WC 00 03 13 or its equivalent

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

When a self-insured retention or deductible exceeds $100,000 the COUNTY reserves the right to request a copy of Vendor/Contractor most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Vendor/Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Vendor/Contractor agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Vendor/Contractor of the obligation to provide replacement coverage.

By entering into this contract Vendor/Contractor agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/services provided under this contract the Vendor/Contractor shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Vendor/Contractor shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of Orange County, Florida.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the Vendor/Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Vendor/Contractor shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Vendor/Contractor shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:
Orange County, Florida
c/o Risk Management Division
201 S. Rosalind Avenue
Orlando, Florida 32801

Additional insurance guidelines and sample certificates can be found on the County's Vendor Services website:
http://www.orangecountyfl.net/Portals/0/Library/vendor%20services/docs/InsuranceRequirementsFAQ.pdf

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

21. CONTRACT TERM/RENEWAL

A. The contract resulting from this Invitation for Bids shall commence effective upon issuance of a term contract by the County and extend for a period of three (3) years. The contract may be renewed for two (2) additional one (1) year periods, upon mutual agreement of both parties. If any such renewal results in changes in the terms and conditions, such changes shall be reduced to writing as an amendment to this contract and such amendment shall be executed by both parties.

B. The initiating County department(s) shall issue delivery/purchase orders against the term contract on an "as needed" basis.

C. If the quantity of a unit priced item in this contract is an estimated quantity and the actual quantities ordered are more than 50% above the estimated quantity, the County shall enter into negotiations with the Contractor for a lower unit price which shall be incorporated into the contract. Failure of the Contractor to agree to a reduced unit price may result in the termination of the contract and re-solicitation of the requirement.

D. Any order issued during the effective period of this contract, but not completed within that period, shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the County's rights and obligations with respect to that order to the extent as if the order were completed during the contract performance period.

22. PRICING

The County requires a firm price for this initial first year contract period. Invoices shall be reviewed to confirm compliance with contract pricing. Failure to hold prices firm shall be grounds for immediate termination of the contract.

23. MANUFACTURER'S SUGGESTED RETAIL PRICE

A. Bid shall be in the form of one fixed (across the board) discount off current Manufacturer's Suggested Retail Price (MSRP). If this is not available, Manufacturer's List Price may be used, if Manufacturer's List Price is not available Distributor's List Price may be used.

B. Percentage discount will not be subject to change during the contract period.

C. Awarded vendor(s) shall furnish with their bid submittal current Manufacturer's Suggested Retail Price (MSRP), or Manufacturer's List Price, or Distributor's List Price in the form of electronic copy properly identified as to price and column designation for each category and clearly reflecting each respective awarded discount on a portable electronic storage device appropriately sized to contain all pricing information on one device and capable of interfacing with the County's computers via USB connection

Acceptable devices are:
1. USB Drive (thumb drives)
2. Portable Hard drive

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3. Or other approved device

D. Pricing data must be organized in an electronic tabbed searchable interface/ format. It will include a table of contents with catalog index, bookmarks and references for ease of access by the County. Each catalog will contain only specific information pertinent to the contract, and devoid of any other data.

Acceptable File Formats:
1. Adobe PDF
2. Microsoft Windows
3. Microsoft Excel

24. PRICE ESCALATION/DE-ESCALATION (CPI)

The County may allow a price escalation provision within this award **for labor only**.

The original contract prices shall be firm for an initial one (1) year period. A price escalation/de-escalation will be considered at one (1) year intervals thereafter, provided the Contractor notifies the County, in writing, of the pending price escalation/de-escalation a minimum of sixty (60) days prior to the effective date. Price adjustments shall be based on the latest version of the Consumers Price Index (CPI-U) for All Urban Consumers, All Items, U.S. City Average, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at www.bls.gov.

Price adjustment shall be calculated by applying the simple percentage model to the CPI data. This method is defined as subtracting the base period index value (at the time of initial award) from the index value at time of calculation (latest version of the CPI published as of the date of request for price adjustment), divided by the base period index value to identify percentage of change, then multiplying the percentage of change by 100 to identify the percentage change. Formula is as follows:

Current Index – Base Index / Base Index = % of Change

% of Change x 100 = **Percentage Change**

CPI-U Calculation Example:

CPI for current period	232.945
Less CPI for base period	229.815
Equals index point change	3.130
Divided by base period CPI	229.815
Equals	0.0136
Result multiplied by 100	0.0136 x 100
Equals percent change	1.4%

A price increase may be requested only at each time interval specified above, using the methodology outlined in this section. To request a price increase, Contractor shall submit a letter stating the percentage amount of the requested increase and adjusted price to the

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Orange County Procurement Division. The letter shall include the complete calculation utilizing the formula above, and a copy of the CPI-U index table used in the calculation. The maximum allowable increase shall not exceed 4%, unless authorized by the Manager, Procurement Division. All price adjustments must be accepted by the Manager, Procurement Division and shall be memorialized by written amendment to this contract. No retroactive contract price adjustments will be allowed.

Should the CPI-U for All Urban Consumers, All Items, U.S City Average, as published by the U.S. Department of Labor, Bureau of Labor Statistics decrease during the term of the contract, or any renewals, the Contractor shall notify the Orange County Procurement Division of price decreases in the method outlined above. If approved, the price adjustment shall become effective on the contract renewal date. If the Contractor fails to pass the decrease on to the County, the County reserves the right to place the Contractor in default, cancel the award, and remove the Contractor from the County Vendor List for a period of time deemed suitable by the County. In the event of this occurrence, the County further reserves the right to utilize any options as stated herein.

25. METHOD OF ORDERING

The County shall issue Delivery (Purchase) Orders against the contract on an as needed basis for the goods or services listed on the Bid Response Form.

26. CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER - TERM CONTRACTS

It is hereby made a part of this Invitation for Bids that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Orange County shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Contractor agrees to rent/sell/lease all goods and services to the County or other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay contractual prices for all goods or services required during an emergency situation. Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

27. REQUIREMENTS CONTRACT

This is a Requirements Contract and the County's intent is to order from the Contractor all of the goods or services specified in the contract's price schedule that are required to be purchased by the County. If the County urgently requires delivery of goods or services before the earliest date that delivery may be required under this contract, and if the contractor will not accept an order providing for accelerated delivery, the County may acquire the goods or services from another source.

The County's requirements in this contract are estimated and there is no commitment by the County to order any specified amount. If the estimated quantities are not achieved, this shall not be the basis for an equitable adjustment.

If the Manager, Procurement Division determines that the Contractor's performance is less than satisfactory, the County may order the goods or services from other sources until the deficient performance has been cured or the contract terminated.

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28. SALVAGEABLE PARTS

When a pump is determined to be beyond reasonable repair, the County reserves the right to request that any and all salvageable parts from the broken pump be returned to the County.

29. PERSONNEL

A. The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

B. All of the services required hereafter shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

C. By execution of this contract, the Contractor hereby certifies that key personnel assigned to provide the required services have not been, and shall not be, changed or altered without prior written approval by the County. The County shall have seventy two (72) hours to review any request made by the Contractor for any change, alteration, or substitution of staff. The Contractor shall ensure that such substituted staff members are of substantially the same qualifications as those approved by the County at the time of contract award and create no conflicts of interest between the Contractor and the County.

D. The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The COUNTY may require, in writing, that the CONTRACTOR remove from this contract any employee the COUNTY deems incompetent, careless, or otherwise objectionable.

30. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES

At the option of the Contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the Contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

31. BID PREFERENCE

In accordance with the Minority Women Owned Business Enterprise (MWBE) Ordinance, award of a contract resulting from this Invitation for Bids may be made to the lowest responsive and responsible Orange County certified MWBE bidder provided that the bid does not exceed the overall lowest responsive and responsible bidder by the following percentages for the bid amounts listed:

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

A. 8% - Bids Up To $100,000
B. 7% - Bids Greater Than $100,000 to $500,000
C. 6% - Bids Greater Than $500,000 to $750,000
D. 5% - Bids Greater Than $750,000 to $2,000,000
E. 4% - Bids Greater Than $2,000,000 to $5,000,000
F. 3% - Bids Greater Than $5,000,000

In accordance with the Registered Service Disabled Veteran Business Ordinance, award of a contract resulting from this Invitation for Bids may be made to the lowest responsive and responsible registered prime Service Disabled Veteran bidder provided that the bid does not exceed the overall lowest responsive and responsible bidder by the following percentages for the bid amounts listed:

A. 8% - Bids Up To $100,000
B. 7% - Bids Greater Than $100,000 to $500,000
C. 6% - Bids Greater Than $500,000 to $750,000
D. 5% - Bids Greater Than $750,000 to $2,000,000
E. 4% - Bids Greater Than $2,000,000 to $5,000,000
F. 3% - Bids Greater Than $5,000,000

In the event of a tie between an M/WBE and a registered prime SDV with all else being equal, the award shall be made to the firm with the lowest business net worth.

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Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

SECTION 3
SCOPE OF SERVICES

SCOPE OF SERVICES

1. GENERAL

The Orange County Utilities Department intends to issue a contract for supply, service inspection, diagnosis and repair of Flygt / ABS Submersible motor and pumps. These specifications shall encompass motors of various types, single and three phases up to and including 150 HP. The submersible pump repair shall include pump sizes up to and including 15-inch discharge.

2. SPECIFICATION COMPLIANCE

2.1. The Contractor shall strictly adhere to the Orange County Utilities Standards and Construction Specifications Manual, latest edition. This manual may be found on-line at the following internet address:

ftp://ftp.ocfl.net/divisions/Utilities/pub/PlanReview/ManualOfStandardsAndSpecs/Manual_Approved2011/Orange%20County%20Utilities%20Standards%20and%20Construction%20Specifications%20Manual.pdf

3. PUMPS

The contractor shall provide FLYGT pumps of the size and configuration as required and ordered by the County.

4. PARTS

4.1. The Contractor shall keep an ample inventory of high use parts to ensure parts availability. These shall include, but is not limited to the following either individually or in kit form: seals, gaskets, bearings, sensors, monitoring components, lubricants and others.

4.2. Charges for parts shall show a list of materials and the price for each item.

4.3. All parts replaced which are not within the scope of supply by the OEM shall be billed at the manufacturer's published list price. No additional labor costs shall be included for the installation of these parts

4.4. If applicable, Contractor shall supply, at no additional cost and in the quantities required, shop drawings as determined by County. Work represented by shop drawings and/or certification shall not proceed until the shop drawings and/or certification have been reviewed and approved in writing by County.

5. REPAIRS

5.1. These specifications shall encompass motors of various types, single and three phases up to and including 150 HP. The submersible pump repair shall include pump sizes up to and including 16” discharge.

5.2. The contractor service and repair shop shall be fully authorized by the specified pump manufacturer, and all repairs shall be performed by technicians fully trained and authorized by said manufacturer. All replacement parts, lubricants and supplies shall be as manufactured and approved by the OEM.

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

5.3. All work shall be performed in full compliance with the manufacturer's warranty conditions and in accordance with the manufacturer's repair manuals and procedures.

5.4. All repair work shall be billed at the percentage rates quoted and the contractor shall, at the County's request, supply the original invoices for the materials used in the repairs. The contractor shall, at the County's request, return all parts which were replaced during the repair process.

5.5. Unless specifically directed otherwise, when a motor and/or pump are given to the contractor for repair, the contractor shall inspect the motor and/or pump thoroughly and determine the scope of repair. This step shall include:

5.5.1. Visual and dimensional inspection with standard testing methods to determine the motor and/or pump's condition. The contractor shall use his professional judgement to determine the level of inspection required.

5.5.2. Record all data taken, substantiate data with photos taken in a logical sequence during inspection starting with the pump as found followed by disassembly of the major components and highlighting all damage and or wear found.

5.5.3. Determine the scope of work to repair the motor and/or pump and cost estimate to complete that work.

5.6. Inspection and estimation time and costs will generally be proportional to the size of the motor and/or pump. Unless otherwise approved, the cost to the County for inspection and estimation for repair shall not exceed the cost for 8 labor hours of a shop technician. Note: If the County elects to repair the motor and/or pump, no payment shall be made for the inspection and/or estimation costs.

5.6.1. Notify the County of the inspection and estimate for repair. This step shall be done by e-mail. The contractor shall include:

5.6.1.1. A technical description of the inspection performed, including test results and the sequence of photos taken during inspection.
Photos shall be submitted as .jpg format with a digital stamped date and time.
Photos shall be named by using the pump serial number followed by the sequence number of the photo.
Example: SN123456789-1

5.6.1.2. A breakdown of costs for the repair

5.6.1.3. An itemized list of costs for any extras or supplemental work

5.6.1.4. A firm quote for replacement of the motor and/or pump in kind

5.6.1.5. An estimated schedule for completion of the repair work.

5.6.2. Upon approval by the County, the contractor shall repair the motor and/or pump as quoted.

5.6.3. If the County determines and directs the Contractor not to repair the motor and/or pump:

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5.6.3.1. The contractor shall reassemble (if requested) and return the motor and/or pump to the County in the same condition as it was delivered. In these cases, the County shall be liable for the inspection costs only. Contractor shall be liable for any damaged, lost or stolen motor and/or pumps while in the contractor's possession.

5.6.3.2. The contractor shall submit an estimate for a replacement unit to the County's representative by electronic e-mail.

6. TECHNICAL REQUIREMENTS

6.1. Unless specifically directed otherwise, the contractor shall repair all motor and/or pumps to restore them to meet or exceed their original conditions and specifications. Repair of submersible pumps may include (with prior County approval) replacement of component parts such as mechanical seals, O-Rings, impellers, grinder plates, etc. All such parts shall meet the original manufacturer's specifications. The contractor shall include the original invoices for these parts.

6.2. The following technical requirements are listed to establish a level of quality expected in the repair process. Any conflicts between these technical requirements and the motor and/or pump, manufacturer's original specifications shall be referred to the County for resolution.

6.2.1. Cleaning:

After disassembly and testing, all winding and parts shall be cleaned in a manner not injurious to the insulation system or component parts.

6.2.2. Stripping:

If the motor and/or pump stator is to be rewound, the opposite end is cut off the stator. Iron or steel frames shall be burned out using a controlled oven; temperature not to exceed 750 degree F. Aluminum frames shall be removed before burnout. Heating of the laminations shall be controlled to avoid distortion and/or damage. Clean core iron and slots. Inspect stator core. Repair or replace damaged laminations.

6.2.3. Rewind:

All insulation material shall be Class H rating or better. Wire shall be inverter duty magnet wire. Coils shall be wound and inserted tightly in the slots with a minimum of crosses. Phase insulation shall be class H rating and shall protrude at least 1/8 inch at all points. Each slot shall be tied with polyester cord at both ends for additional mechanical strength.

All connections shall be brazed with silver content solder and glass banding (sleeving) shall be applied.

Thermal protectors shall be checked for electrical and physical defects. Replacement of protectors shall be with parts identical to the original in tripping characteristics.

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Surge test the stator to ensure that materials used are free of defect. Repair any defects.

Preheat the stator and dip in an insulating varnish and bake at a controlled temperature. A double dip and bake or VPI may be required on motor and/or pumps larger than 50 HP.

6.2.4. Stator Reconditioning

Stators not requiring rewind shall be cleaned, tested with megger and given surge comparison tests per NEMA or IEEE standards. Stators shall be preheated, and given one dip and bake in an insulating varnish.

6.2.5. Rotors

Rotors shall be inspected and tested to ensure that they are free of defect. f. Shafts

6.2.6. Shafts

Shafts shall be inspected for undue wear, scoring, straightness, and runout. Re-metallized shafts shall meet the original manufacturer's specifications.

6.2.7. Bearings

Bearings shall be inspected for damage. Removal and installation of bearings shall be done in accordance with the manufacturer's requirements. New bearings shall meet the original specifications.

6.2.8. Impeller

Deburr complete impeller
Inspect wear rings for concentricity and OD
Dynamically balance impeller to a minimum G 6.3 (ISO1940-1) specification.

6.2.9. Balancing

Frame sizes below 143 shall be statically balanced. All others shall be dynamically balanced in accordance with NEMA/IEEE standards. Balancing shall be achieved without drilling holes in the core assembly.

6.2.10. Centrifugal Switch

For single phase motor and/or pumps set the centrifugal switch per manufacturer's requirements.

6.2.11. Miscellaneous:

Inspect all miscellaneous motor and/or pump components such as oil rings, housings, etc. Repair or replace as required. Paint the motor and/or pump.

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6.2.12. Final Test:

For a final test, operate the motor and/or pump under no load. Test the insulation resistance. Inspect the motor and/or pump for undue temperature, vibration and noise. Check the cooling fluid in submersible motors and/or pumps. Check for mechanical seal leaks, check for seal and thermal alarm operation. Correct any deficiency

7. DOCUMENTATION

7.1. Upon Delivery the Contractor shall provide the County with a written report of all service activity performed. This report shall list as a minimum:

7.1.1. The date and time of the request for service
7.1.2. Identification of the motor and/or pump
7.1.3. A detailed as found condition report.
7.1.4. A detailed description of any test performed on the motor and/or pump
7.1.5. A detailed description of all repairs completed.
7.1.6. Attached photos of pump before and after repair. Photos shall comply with section 4.6.1.1 of this scope.
7.1.7. Total labor hours spent
7.1.8. A detailed list of parts replaced by part manufacturer and part identification number.

7.2. Aside from the above report, tagging and documentation of all motor and/or pumps worked on shall be done and signed by the technician performing the work

7.3. Whenever a component is dynamically balanced, a pdf report shall be part of the submitted documentation.

7.4. All parts removed or replaced shall be tagged and returned to the County upon request.

8. CONTRACTOR'S REQUIREMENTS

8.1 The Contractor shall be an authorized dealer, distributor, and/or representative of the manufacturer for the brand/model being bid. Dealer, distributor, and/or representative means a firm or person that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, parts, articles, or equipment of the general character described in the specifications are bought, kept in stock and sold commercially or to the general public in the usual course ofbusiness.

8.2 The Contractor shall have at least five years of successful experience in the maintenance, testing, rewinding, and repair of AC motor and/or pumps up to 150 HP.

8.3 The Contractor shall have a service and repair shop located within 50 miles of the Orange County. The County reserves the right to visit and inspect said facility at any time during the bid evaluation if such inspection and additional information is considered necessary to properly evaluate a Bidder's qualifications and capacity to manage all service requirements of this scope and the volume of work resulting from it.

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

8.4 The Contractor shall have the ability to obtain OEM parts in an expedited basis, and must maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum of delay.

8.5 The contractor shall have an internal quality control program in place. The quality control program shall include complete documentation requirements and testing and repair procedures and shall be available to the County upon request.

8.6 Failure to meet and maintain these requirements, in the County's sole opinion, may be cause for contract termination.

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

SECTION 4
BID SUBMISSION REQUIREMENTS AND DOCUMENTATION

IMPORTANT NOTE:

Modification or alteration of the documents contained in this solicitation or the contract resulting from this solicitation **shall only be made upon receipt of prior written consent of the County.** *(See: General Terms and Conditions, Article 2, Questions Regarding this Solicitation)*

Bidders are cautioned, when completing your bid, do not attach any forms which may contain deviations from the County's scope of services/specification, terms and conditions or fee schedule as these may conflict with those listed in the County's bid documents(s). Unauthorized modifications or alterations and/or inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid.

STATEMENT OF NO-BID

The Procurement Division is committed to continuously improve its processes and our goal is to receive maximum participation from the vendor community. If your firm chooses not to participate in responding to this solicitation please email Melisa.Vergara@ocfl.net, referencing the IFB number, and briefly explain why the decision was made to not participate.

SUBMITTAL LABEL:

In an effort to help promote social distancing measures during the COVID-19 Public Health Emergency, electronic submissions will be accepted by the County.

Firms are **strongly encouraged** to submit responses electronically. Firms will not be permitted to fax or email offers. To maintain a secured sealed process electronic submissions may be made through the Negometrix platform only at: https://app.negometrix.com/buyer/691

If submitting via mail or hard copy, use the hard-copy label below and place on front of their outermost sealed envelope/package.

DO NOT OPEN - SEALED RESPONSES - DO NOT OPEN
RESERVED FOR PUBLIC BID OPENING

Company: Hydra Service (S), Inc.

Contact Name: Keaton Heller

Contact Phone/ Email: 407-625-1388 / Kheller@hydraservice.net

Address: 250 Springview Commerce Drive, Debary, FL 32713

CONTACT: **MELISA VERGARA**
IFB NUMBER: **Y21-170-MV**
TITLE: **FLYGT AND ABS PUMPS, PARTS AND REPAIRS**

BID DUE DATE: May 11, 2021 - 4:00PM

DELIVER TO:

ORANGE COUNTY PROCUREMENT DIVISION
INTERNAL OPERATIONS CENTRE II
400 E. SOUTH STREET, 2ND FLOOR
ORLANDO, FL 32801.

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

QUALIFICATION OF BIDDERS

BID PACKAGE REQUIREMENTS:

- In an effort to help promote social distancing measures during the COVID-19 Public Health Emergency, electronic submissions will be accepted by the County.

- Firms are strongly encouraged to submit responses electronically. Firms will not be permitted to fax or email offers. To maintain a secured sealed process electronic submissions may be made through the Negometrix platform only at: https://app.negometrix.com/buyer/691

- If submitting via mail or hand delivery, Bidders must submit one (1) original, two (2) copies and one (1) electronic copy on USB drive. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

- All responses and copies are to be submitted on 8 ½ x 11 inch paper, bound individually and tabbed as applicable.

- If your response contains any information deemed confidential, in accordance with Chapter 119 of the Florida Statutes, provide an additional USB drive with a redacted version of your response labeled REDACTED. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

This bid will be awarded to a responsible, responsive bidder, qualified by experience to provide the work specified. Failure to submit the below requested information may be cause for rejection of your bid.

The determination on whether a bidder is responsible or not shall be at the sole discretion of the County. Although the County may request the submission of a minimum number of contracts similar to the requirements of this solicitation with certain minimum dimensions, quantities, dollar values, etc., the County's determination of a bidder's responsibility shall not be solely based on the number of similar procurements the bidder provides but the entirety of the bidder's qualifications.

The Bidder shall submit the following information with the bid. It is recommended to use the list below as a checklist for your bid submittal:

[ ] 1. Reference Documentation Form
(Required)

Bidder shall complete the attached Reference Documentation Form. References shall be for work **substantially similar in scope and magnitude** satisfactorily completed and shall validate the following capabilities and experience per the scope of services provided herein. References shall validate the following:

a. A minimum of five (5) years' experience in the maintenance, testing, rewinding, and repair of AC motor and/or pumps up to 150 HP. References shall be for work performed under the same name as the bidder.

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

[✓] **2.** Bidder shall provide a letter from the manufacturer on their letterhead confirming the bidder is an authorized dealer, distributor and/or representative of the manufacturer for the brand being bid.
(Required)

[✓] **3.** Bidder shall provide a written statement on its letterhead affirming the firm has adequate experience, staff, resources, facilities and equipment, required to successfully perform the work in accordance scope of services herein.
(Required)

[✓] **4.** Bid Response Form
(Required)

[✓] **5.** Acknowledgement of Addenda
(Required if Applicable)

[✓] **6.** Authorized Signatories/Negotiators
(Required)

[✓] **7.** Drug-Free Workplace
(Required)

[✓] **8.** Schedule of Sub-contracting
(Required if Applicable)

[✓] **9.** Conflict/Non-Conflict of Interest Form
(Required)

[✓] **10.** E-Verification Certification
(Required)

[✓] **11.** Current W9
(Required)

[✓] **12.** Relationship Disclosure Form
(Required to be Submitted and Notarized)

[✓] **13.** Orange County Specific Project Expenditure Report.
(Required to be Submitted and Notarized)

[✓] **14.** Agent Authorization Form N/A
(Submit if Applicable)

[✓] **15.** Leased Employee Affidavit N/A
(Submit if Applicable)

[✓] **16.** Information for determining Joint Venture Eligibility (if Applicable)
(Submit if Applicable) N/A

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

[✓] **17.** Contract Y21-170-MV, Counterpart (1), signed without exception to terms and conditions. Counteroffers shall not be allowed.
(Required)

Failure to submit the above requested information may be cause for rejection of your bid.

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

BID RESPONSE FORM
IFB #Y21-170-MV

The Contractor shall provide all labor and other resources necessary to provide the goods and/or equipment in strict accordance with the specifications defined in this solicitation for the amounts specified in this Bid Response Form, inclusive of overhead, profit and any other costs.

Note: The percentage mark-up or mark-down from cost shall be indicated by checking the applicable box. Failure to indicate will deem the bid non-responsive.

Example: If the mark-down is 10% (.10) enter .90 (1-.10 = .90)
Then your total should be 115,000.00 X .90 = $103,500.00

Example: If the mark-up is 10% (.10) enter 1.10 (1+.10 = 1.10)
Then your total should be 115,000.00 X 1.10 = $126,500.00

LOT A – FLYGT PUMPS

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL USAGE	UNIT	X	UNIT COST PERCENTAGE MARK-UP OR MARK-DOWN FROM MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)	=	TOTAL ESTIMATED ANNUAL BID
1	Flygt Pumps	$650,000	Dollars	X	_____% ❑ MARK-UP OR ❑ MARK-DOWN	=	$ No Bid
2	Flygt Parts	$803,900	Dollars	X	_____% ❑ MARK-UP OR ❑ MARK-DOWN	=	$ No Bid

Hydra Service (S) Inc.
Company Name

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and

ITEM NO.	SERVICES	ESTIMATED ANNUAL USAGE	UNIT	X	UNIT PRICE	=	TOTAL ESTIMATED ANNUAL BID
3	HOURLY LABOR RATE FOR REPAIRS	500	HOURS	X	$ No Bid	=	$ No Bid
4	ENVIRONMENTAL FEE 1 TO 10 HP	15	EACH	X	$ No Bid	=	$ No Bid
5	ENVIRONMENTAL FEE 11 TO 50 HP	30	EACH	X	$ No Bid	=	$ No Bid
6	ENVIRONMENTAL FEE GREATER THAN 51 HP	15	EACH	X	$ No Bid	=	$ No Bid
7							
8							
9							
10	FLANGE DRILLING SERVICE	$300	DOLLARS	X	% No Bid ☐ MARK-UP OR ☐ MARK-DOWN	=	$ No Bid

TOTAL ESTIMATED ANNUAL BID LOT A (LINES 1 THROUGH 10) = $ No Bid

X 3

TOTAL ESTIMATED THREE-YEAR BID LOT A = $ No Bid

Hydra Service (S) Inc.

Company Name

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and

LOT B – ABS PUMPS

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL USAGE	UNIT	X	UNIT COST PERCENTAGE MARK-UP OR MARK-DOWN FROM MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)	=	TOTAL ESTIMATED ANNUAL BID
1	ABS Pumps	$75,000	Dollars	X	10 % ☐ MARK-UP OR ☒ MARK-DOWN	=	$ 67,500.00
2	ABS Parts	$402,600	Dollars	X	10 % ☐ MARK-UP OR ☒ MARK-DOWN	=	$ 362,340.00

ITEM NO.	SERVICES	ESTIMATED ANNUAL USAGE	UNIT	X	UNIT PRICE	=	TOTAL ESTIMATED ANNUAL BID
3	HOURLY LABOR RATE FOR REPAIRS	350	HOURS	X	$ 85.00	=	$ 29,750.00
4	ENVIRONMENTAL FEE 1 TO 10 HP	10	EACH	X	$ 20.00	=	$ 200.00
5	ENVIRONMENTAL FEE 11 TO 50 HP	20	EACH	X	$ 40.00	=	$ 800.00
6	ENVIRONMENTAL FEE GREATER THAN 51 HP	10	EACH	X	$ 60.00	=	$ 600.00

Hydra Service, (S) Inc.
Company Name

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and

7	FLANGE DRILLING SERVICE	$200	DOLLARS	**X**	% N/A ☐ MARK-UP OR ☒ MARK-DOWN	=	$ 0.00

TOTAL ESTIMATED ANNUAL BID LOT B (LINES 1 THROUGH 7) = $ 461,190.00

X 3

TOTAL ESTIMATED THREE-YEAR BID LOT B = $ 1,383,570.00

TOTAL ESTIMATED THREE-YEAR BID LOT A + LOT B = $ Cannot bid lot A

Hydra Service (S), Inc.

Company Name

IMPORTANT NOTE: When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the County's bid documents(s). Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid.

Inquiries regarding this Invitation for Bids may be directed to Melisa Vergara, Contracting Agent, at Melisa.Vergara@ocfl.net

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and

BID RESPONSE FORM - CONTINUED
THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Company Name: Hydra Service (S) Inc.

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER. CURRENT W9 MUST BE SUBMITTED WITH BID.

TIN#: 63-1209755 D-U-N-S® # 96-520-9146

250	Springview Commerce Drive	Debary
(Street No. or P.O. Box Number)	(Street Name)	(City)

Volusia	Florida	32713
(County)	(State)	(Zip Code)

Contact Person: Dale Jahn

Phone Number: 407-790-9751 Fax Number: 407-330-3404

Email Address: Dale@hydraservice.net

EMERGENCY CONTACT

Emergency Contact Person: Keaton Heller

Telephone Number: 407-330-3456 Cell Phone Number: 407-625-1388

Residence Telephone Number: 800-323-1731 Email: kheller@hydraservice.net

ACKNOWLEDGEMENT OF ADDENDA

The Bidder shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the bid. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your bid. Material impacts include but are not limited to changes to specifications, scope of work/services, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

Addendum No. 1, Date 4/22/2021 Addendum No._____, Date_____

Addendum No._____, Date_____ Addendum No._____, Date_____

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following **principals** are authorized to sign bids, negotiate and/or sign contracts and related documents to which the bidder will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	Title	Telephone Number/Email
Keaton Heller	General Manager	407-330-3456 / kheller@hydraservice.net
Dale Jahn	District Sales Manager	407-790-9751 / dale@hydraservice.net

Keaton Heller
(Signature)

5/10/2021
(Date)

General Manager
(Title)

Hydra Service (S), Inc.
(Name of Business)

The Bidder shall complete and submit the following information with the bid:

Type of Organization

____	Sole Proprietorship	____	Partnership	____	Non-Profit
____	Joint Venture*	✓	Corporation		

State of Incorporation: Alabama

Principal Place of Business (Florida Statute Chapter 607): Warrior/Blount/Alabama
City/County/State

THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE BIDDER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal I.D. number is: 63-1209755

* *Joint venture firms must complete and submit with their Bid Response the form titled "Information for Determining Joint Venture Eligibility", and a copy of the formal agreement between all joint venture parties. This joint venture agreement must indicate the parties' respective roles, responsibilities and levels of participation for the project.* ***If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint venture will not be accepted.*** *Failure to timely submit the required form along with an attached written copy of the joint venture agreement may result in disqualification of your Bid Response*

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

REFERENCE DOCUMENTATION FORM

List at a minimum of three (3) clients during the past ten (10) years for which you provided a comparable amount of goods or services substantially similar to those specified in the solicitation in the spaces provided below. Provide the Company name, contact person, address, email address, telephone number, and date services were performed, as described. References must be for work performed in the bidding company's name.

1. Company Name: Volusia County Utilities

   Owner's Name:

   Description of goods or services provided: Field Service, Repairs, and New Pumps

   Contract Amount: MA 780-3805-1 / $100,000.00 yearly

   Start and End Date of Contract: Start 10/2020 - End 10/2021

   Contact Person: Tim Godfrey

   Address: 2564 West SR 44, Deland, FL 32720

   Telephone Number: 386-804-7789

   Email Address: tgodfrey@volusia.org

2. Company Name: Indian River County Utlities

   Owner's Name:

   Description of goods or services provided: Field Service, Repairs, New Pumps

   Contract Amount: $309,000.00 yearly

   Start and End Date of Contract: 88893-00 10/2018 - 10/2022

   Contact Person: Jerry Miller

   Address: 4360 41st Street, Vero Beach, FL 32967

   Telephone Number: 772-532-7475

   Email Address: jmiller@ircgov.com

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

3. Company Name: City of St. Petersburg, Florida Utilities

Owner's Name:

Description of goods or services provided: Field Service, Repairs, New Pumps

Contract Amount: $690,000.00 - 3 years

Start and End Date of Contract: 12/6/2019 - open until 12/5/2021

Contact Person: David Cindric

Address: 316 17th St N, Bldg C, St Petersburg, FL 33704

Telephone Number: 727-892-5627

Email Address: David.Cindric@stpete.org

4. Company Name: City of Miami Beach

Owner's Name:

Description of goods or services provided: Field Service, Repairs, New Pumps

Contract Amount: 20211981-00 $99,000.00 yearly

Start and End Date of Contract: 10/2020 - 10/2021

Contact Person: Randy Boodoo

Address: 451 Dade Blvd, Miami Beach, FL 33139

Telephone Number: 786-570-5539

Email Address: randyboodoo@miamibeachfl.gov

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

5. Company Name: City of Longwood

Owner's Name:

Description of goods or services provided: Field Service, Repairs, New Pumps

Contract Amount: MA 160192 $155,000 yearly

Start and End Date of Contract: 10/2020 - 10/2021

Contact Person: Jeff French

Address: 175 West Warren Ave, Longwood, FL 32750

Telephone Number: 407-501-3336

Email Address: jfrench@longwoodfl.org

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

DRUG-FREE WORKPLACE FORM

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that Hydra Service (S) Inc. does:
Name of Business

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

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

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

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

5. Impose a sanction on, or require the 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.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

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

Keatm Heller
Bidder's Signature

5/10/2021
Date

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

SCHEDULE OF SUBCONTRACTING, IFB NO. Y21-170-MV

As specified in the General Terms and Conditions and in the Special Terms and Conditions, bidders are to present the details of subcontractor participation.

Name Of Subcontractor	Address	Type of Work to be Performed	Percent and dollar amount of Contract Amount to be Subcontracted
N/A			

Company Name: Hydra Service (S) Inc.

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

[✓] To the best of our knowledge, the undersigned bidder has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

[ ] The undersigned bidder, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

[✓] The undersigned bidder has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

[ ] The undersigned bidder, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

Hydra Service (S), Inc.
COMPANY NAME

AUTHORIZED SIGNATURE

Keaton Heller
NAME (PRINT OR TYPE)

General Manager
TITLE

Failure to check the appropriate blocks above may result in disqualification of your bid. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your bid.

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

E VERIFICATION CERTIFICATION

Contract No. Y21-170-MV

NAME OF CONTRACTOR: Hydra Service (S), Inc. **(referred to herein as "Contractor")**

ADDRESS OF CONTRACTOR: 250 Springview Commerce Drive, Debary, FL 32713

The undersigned does hereby certify that the above named contractor:

1. Is, or will be, registered with and using the E-Verify system prior to execution of the contract with Orange County; or
2. Is, or will be, registered with the E-Verify system prior to execution of the contract with Orange County, but does not have any employees and does not intend to hire any new employees during the period of time that the contractor will be providing services under the contract; or
3. Is, or will be, registered with the E-Verify system prior to execution of the contract with Orange County, but employs individuals who were hired prior to the commencement of providing labor on the contract and does not intend to hire any new employees during the period of time that the contractor will be providing labor under the contract.

The undersigned acknowledges the use of the E-Verify system for newly hired employees is an ongoing obligation for so long as the contractor provides labor under the contract and that the workforce eligibility of all newly hired employees will be properly verified using the E-Verify system.

In accordance with Section 837.06, Florida Statutes, Contractor acknowledges that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in Section 775.082 or Section 775.083, Florida Statutes.

AUTHORIZED SIGNATURE: Keaton Heller

NAME: Keaton Heller

TITLE: General Manager

DATE: 4/29/2021

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

RELATIONSHIP DISCLOSURE FORM
FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY IS THE PRINCIPAL OR PRIMARY BIDDER

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the Bidder and shall be submitted to the Procurement Division by the Bidder.

In the event any information provided on this form should change, the Bidder must file an amended form on or before the date the item is considered by the appropriate board or body.

Part I

INFORMATION ON BIDDER:

Legal Name of Bidder: Hydra Service (S), Inc.

Business Address (Street/P.O. Box, City and Zip Code):

250 Springview Commerce, Debary, Fl 32713

Business Phone: (407) 330-3456

Facsimile: (407) 330-3404

INFORMATION ON BIDDER'S AUTHORIZED AGENT, IF APPLICABLE: (Agent Authorization Form also required to be attached)

Name of Bidder's Authorized Agent:

Business Address (Street/P.O. Box, City and Zip Code):

Business Phone: ( )

Facsimile: ( )

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

Part II

IS THE BIDDER A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?

____ **YES** ✓ **NO**

IS THE MAYOR OR ANY MEMBER OF THE BCC THE BIDDER'S EMPLOYEE?

____ **YES** ✓ **NO**

IS THE BIDDER OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?

____ **YES** ✓ **NO**

If you responded "YES" to any of the above questions, please state with whom and explain the relationship.

_____

_____

_____

(Use additional sheets of paper if necessary)

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Keaton Heller
Signature of Bidder

5/10/2021
Date

Printed Name and Title of Person completing this form:
Keaton Heller General Manager

STATE OF FLORIDA)
) ss:
COUNTY OF Volusia)

The foregoing instrument was acknowledged before me by means of ☑physical presence, or ☐online notarization, this 10th day of May, 2021, by Keaton Heller [NAME OF PERSON], as General Manager [TYPE OF AUTHORITY,... e.g. officer, trustee, etc.)] for Hydra Service, Inc. [NAME OF PARTY ON BEHALF OF WHOM INSTRUMENT WAS EXECUTED].

☑Personally Known; OR

☐Produced Identification. Type of identification produced:_____.
[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

R. Johnson
Notary Public
My Commission Expires:

RYNE JOHNSON
MY COMMISSION # GG116447
EXPIRES June 19, 2021

Ryne Johnson
(Printed, typed or stamped commissioned name of Notary Public)

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

FREQUENTLY ASKED QUESTIONS (FAQ)
ABOUT THE
RELATIONSHIP DISCLOSURE FORM

Updated 6-28-11

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

The Relationship Disclosure Form (form OC CE 2D and form OC CE 2P) is a form created pursuant to the County's Local Code of Ethics, codified at Article XIII of Chapter 2 of the Orange County Code, to ensure that all development-related items and procurement items presented to or filed with the County include information as to the relationship, if any, between the applicant and the County Mayor or any member of the Board of County Commissioners (BCC). The form will be a part of the backup information for the applicant's item.

WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?

Form OC CE 2D is used only for development-related items, and form OC CE 2P is used only for procurement-related items. The applicant needs to complete and file the form that is applicable to his/her case.

WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?

Form OC CE 2D should be completed and filed by the owner of record, contract purchaser, or authorized agent. Form OC CE 2P should be completed and filed by the bidder, offeror, quoter, or respondent, and, if applicable, their authorized agent. In all cases, the person completing the form must sign the form and warrant that the information provided on the form is true and correct.

WHAT INFORMATION NEEDS TO BE DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM?

The relationship disclosure form needs to disclose pertinent background information about the applicant and the relationship, if any, between, on the one hand, the applicant and, if applicable, any person involved with the item, and on the other hand, the Mayor or any member of the BCC.

In particular, the applicant needs to disclose whether any of the following relationships exist: (1) the applicant is a business associate of the Mayor or any member of the BCC; (2) any person involved with the approval of the item has a beneficial interest in the outcome of the matter *and* is a business associate of the Mayor or any member of the BCC; (3) the applicant is a relative of the Mayor or any member of the BCC; or (4) the Mayor or any member of the BCC is an employee of the applicant. (See Section 2-454, Orange County Code.)

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Applicant means, for purposes of a development-related project, the owner, and, if applicable, the contract purchaser or owner's authorized agent. Applicant means, for purposes of a procurement item, the bidder, offeror, quoter, respondent, and, if applicable, the authorized agent of the bidder, offeror, quoter, or respondent.

Business associate means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property. In addition, the term includes any person or entity engaged in or carrying on a business enterprise, or otherwise engaging in common investment, with a public officer, public employee, or candidate as a partner, member, shareholder, owner, co-owner, joint venture partner, or other investor, whether directly or indirectly, whether

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other business or investment scheme, structure, or venture of any nature. (See Section 112.312(4), Florida Statutes, and Section 2-452(b), Orange County Code.)

Employee means any person who receives remuneration from an employer for the performance of any work or service while engaged in any employment under any appointment or contract for hire or apprenticeship, express or implied, oral or written, whether lawfully or unlawfully employed, and includes, but is not limited to, aliens and minors. (See Section 440.02(15), Florida Statutes.)

Relative means an individual who is related to a public officer or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee. (See Section 112.312(21), Florida Statutes.)

DOES THE RELATIONSHIP DISCLOSURE FORM NEED TO BE UPDATED IF INFORMATION CHANGES?

Yes. It remains a continuing obligation of the applicant to update this form whenever any of the information provided on the initial form changes.

WHERE DO THE RELATIONSHIP DISCLOSURE FORM AND ANY SUBSEQUENT UPDATES NEED TO BE FILED?

For a development-related item, the Relationship Disclosure Form and any update need to be filed with the County Department or County Division where the applicant filed the application. For a procurement item, the Relationship Disclosure Form and any update need to be filed with the Procurement Division.

WHEN DO THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES NEED TO BE FILED?

In most cases, the initial form needs to be filed when the applicant files the initial development-related project application or initial procurement-related forms. However, with respect to a procurement item, a response to a bid will not be deemed unresponsive if this form is not included in the initial packet submitted to the Procurement Division.

If changes are made after the initial filing, the final, cumulative Relationship Disclosure Form needs to be filed with the appropriate County Department or County Division processing the application not less than seven (7) days prior to the scheduled BCC agenda date so that it may be incorporated into the BCC agenda packet. When the
matter is a discussion agenda item or is the subject of a public hearing, and an update has not been made at least 7 days prior to BCC meeting date or is not included in the BCC agenda packet, the applicant is obligated to verbally present such update to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

WHO WILL REVIEW THE INFORMATION DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES?

The information disclosed on this form and any updates will be a public record as defined by Chapter 119, Florida Statutes, and may therefore be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This form and any updates will accompany the information for the applicant's project or item.

However, for development-related items, if an applicant discloses the existence of one or more of the relationships described above and the matter would normally receive final consideration by the Concurrency Review Committee or the Development Review Committee, the matter will be directed to the BCC for final consideration and action following committee review.

CONCLUSION:

We hope you find this FAQ useful to your understanding of the Relationship Disclosure Form. Please be informed that if the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance or law governing relationship disclosures, the ordinance or law controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to an applicant or any other outside party. Accordingly, if the applicant or an outside party has any questions after reading this FAQ, he/she is encouraged to contact his/her own legal counsel.

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.

This is the initial Form: X
This is a Subsequent Form: _____

Part I

Please complete all of the following:

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): _____

Hydra Service (S), Inc. 250 Springview Commerce Drive, Debary, FL 32713

Name and Address of Principal's Authorized Agent, if applicable: _____

List the name and address of all lobbyists, Contractors, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)

1. Name and address of individual or business entity: None
   Are they registered Lobbyist? Yes ___ or No___
2. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes ___ or No___
3. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes ___ or No___
4. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes ___ or No___
5. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes ___ or No___
6. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes ___ or No___
7. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes ___ or No___
8. Name and address of individual or business entity: _____
   Are they registered Lobbyist? Yes ___ or No___

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

Part II

Expenditures:

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, Contractors, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimum costs (under $50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
None			
		TOTAL EXPENDED THIS REPORT	$ 0.00

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

Part III

Original signature and notarization required

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

5/10/2021
Date

Keaton Heller
Signature of ☒ Principal or ☐ Principal's Authorized Agent
(check appropriate box)

Printed Name and Title of Person completing this form:

Keaton Heller General Manager

STATE OF FLORIDA)
) ss:
COUNTY OF Volusia)

The foregoing instrument was acknowledged before me by means of ☑ physical presence, or ☐ online notarization, this 10th day of May, 2021, by Keaton Heller [NAME OF PERSON], as General Manager [TYPE OF AUTHORITY,... e.g. officer, trustee, etc.)] for Hydra Service, Inc. [NAME OF PARTY ON BEHALF OF WHOM INSTRUMENT WAS EXECUTED].

☑ Personally Known; OR

☐ Produced Identification. Type of identification produced:_____.
[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

R. Johnson
Notary Public
My Commission Expires:
Ryne Johnson
(Printed, typed or stamped commissioned name of Notary Public)

RYNE JOHNSON
MY COMMISSION # GG116447
EXPIRES June 19, 2021

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

FREQUENTLY ASKED QUESTIONS (FAQ) ABOUT THE SPECIFIC PROJECT EXPENDITURE REPORT

Updated 3-1-11

WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?

A Specific Project Expenditure Report (SPR) is a report required under Section 2-354(b) of the Orange County Lobbying Ordinance, codified at Article X of Chapter 2 of the Orange County Code, reflecting all lobbying expenditures incurred by a principal and their authorized agent(s) and the principal's lobbyist(s), contractor(s), subcontractor(s), and Contractor(s), if applicable, for certain projects or issues that will ultimately be decided by the Board of County Commissioners (BCC).

Matters specifically exempt from the SPR requirement are ministerial items, resolutions, agreements in settlement of litigation matters in which the County is a party, ordinances initiated by County staff, and some procurement items, as more fully described in 2.20 of the Administrative Regulations.

Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying need not be disclosed on this form. (See Section 2-354(b), Orange County Code.)

WHO NEEDS TO FILE THE SPR?

The principal or his/her authorized agent needs to complete and sign the SPR and warrant that the information provided on the SPR is true and correct.

A principal that is a governmental entity does not need to file an SPR.

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Expenditure means "a payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying. This may include public relations expenditures (including but not limited to petitions, flyers, purchase of media time, cost of print and distribution of publications) but does not include contributions or expenditures reported pursuant to Chapter 106, Florida Statutes, or federal election law, campaign-related personal services provided without compensation by individuals volunteering their time, any other contribution or expenditure made by or to a political party, or any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4)." (See Section 112.3215, Florida Statutes.) Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying are not deemed to be "expenditures." (See Section 2-354, Orange County Code.)

Lobbying means seeking "to encourage the approval, disapproval, adoption, repeal, rescission, passage, defeat or modification of any ordinance, resolution, agreement, development permit, other type of permit, franchise, vendor, Contractor, contractor, recommendation, decision or other foreseeable action of the [BCC]," and "include[s] all communications, regardless of whether initiated by the lobbyist or by the person being lobbied, and regardless of whether oral, written or electronic." (See Section 2-351, Orange County Code.) Furthermore, *lobbying* means communicating "directly with the County Mayor, with any other member of the [BCC], or with any member of a procurement committee." (See Section 2-351, Orange County Code.) *Lobbying* also

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

means communicating "indirectly with the County Mayor or any other member of the [BCC]" by communicating with any staff member of the Mayor or any member of the BCC, the county administrator, any deputy or assistant county administrator, the county attorney, any county department director, or any county division manager. (See Section 2-351, Orange County Code.) *Lobbying* does not include the act of appearing before a Sunshine Committee, such as the Development Review Committee or the Roadway Agreement Committee other than the BCC.

Principal means "the person, partnership, joint venture, trust, association, corporation, governmental entity or other entity which has contracted for, employed, retained, or otherwise engaged the services of a lobbyist." *Principal* may also include a person, partnership, joint venture, trust, association, corporation, limited liability corporation, or other entity where it or its employees do not qualify as a lobbyist under the definition set forth in Section 2-351 of the Orange County Code but do perform lobbying activities on behalf of a business in which it has a personal interest.

DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?
Yes. It remains a continuing obligation of the principal or his/her authorized agent to update the SPR whenever any of the information provided on the initial form changes.

WHERE DO THE SPR AND ANY UPDATES NEED TO BE FILED?
The SPR needs to be filed with the County Department or County Division processing the application or matter. If and when an additional expenditure is incurred subsequent to the initial filing of the SPR, an amended SPR needs to be filed with the County Department or County Division where the original application, including the initial SPR, was filed.

WHEN DO THE SPR AND ANY UPDATES NEED TO BE FILED?
In most cases, the initial SPR needs to be filed with the other application forms. The SPR and any update must be filed with the appropriate County Department or County Division not less than seven (7) days prior to the BCC hearing date so that they may be incorporated into the BCC agenda packet. (See Section 2-354(b), Orange County Code.) When the matter is a discussion agenda item or is the subject of a public hearing, and any additional expenditure occurs less than 7 days prior to BCC meeting date or updated information is not included in the BCC agenda packet, the principal or his/her authorized agent is obligated to verbally present the updated information to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

WHO WILL BE MADE AWARE OF THE INFORMATION DISCLOSED ON THE SPR AND ANY UPDATES?
The information disclosed on the SPR and any updates will be a public record as defined by Chapter 119, Florida Statutes, and therefore may be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This information will accompany the other information for the principal's project or item.

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

CONCLUSION:
We hope you find this FAQ useful to your understanding of the SPR. Please be informed that in the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance governing specific project expenditure reports, the ordinance controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to a principal, his/her authorized agent, or any other outside party. Accordingly, if after reading this FAQ the principal, his/her authorized agent or an outside party has any questions, he/she is encouraged to contact his/her own legal counsel.

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

AGENT AUTHORIZATION FORM N/A

I/We, (Print Bidder name) _____, Do hereby authorize (print agent's name), _____, to act as my/our agent to execute any petitions or other documents necessary to affect the CONTRACT approval PROCESS more specifically described as follows, (IFB NUMBER AND TITLE)_____, and to appear on my/our behalf before any administrative or legislative body in the county considering this CONTRACT and to act in all respects as our agent in matters pertaining TO THIS CONTRACT.

_____ _____

Signature of Bidder Date

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐physical presence, or ☐online notarization, this _____ day of _____, 20__, by _____ [NAME OF PERSON], as _____ [TYPE OF AUTHORITY,… e.g. officer, trustee, etc.)] for _____[NAME OF PARTY ON BEHALF OF WHOM INSTRUMENT WAS EXECUTED].

☐Personally Known; OR

☐Produced Identification. Type of identification produced:_____.
[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

_____
Notary Public
My Commission Expires:

_____
(Printed, typed or stamped commissioned name of Notary Public)

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

LEASED EMPLOYEE AFFIDAVIT

N/A

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY

N/A

If the bidder is submitting as a joint venture, please be advised that this form MUST be completed and the **REQUESTED** written joint-venture agreement **MUST** be attached and submitted with this form.

HOWEVER, IF THE BIDDER IS NOT A JOINT VENTURE, CHECK THE FOLLOWING BLOCK: ( ) NOT APPLICABLE

1. Name of joint venture: _____

2. Address of joint venture: _____

3. Phone number of joint venture: _____

4. Identify the firms which comprise the joint venture: _____

_____

_____

5. Describe the role of the MWBE / Labor Surplus Area(LSA) Firm (if applicable) in the joint venture: _____

_____

_____

6. Provide a copy of the joint venture's written contractual agreement.

7. What is the claimed percentage of ownership and identify any MWBE/LSA partners (if applicable)?

_____

_____

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 2

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement provided by question 6.)

   (a) Profit and loss sharing:

   _____

   _____

   (b) Capital contributions, including equipment:

   _____

   _____

   (c) Other applicable ownership interests:

   _____

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

   (a) Financial decisions:_____

   (b) Management decisions, such as:

   (1) Estimating:

   _____

   _____

   _____

   (2) Marketing and sales:

   _____

   _____

   _____

   (3) Hiring and firing of management personnel:

   _____

   _____

   _____

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 3

(4) Purchasing of major items or supplies:

_____

_____

_____

(c) Supervision of field operations:

_____

_____

_____

NOTE: If, after filing this form and before the completion of the joint venture's work on the subject contract, there is any significant change in the information submitted, the joint venture must inform the County in writing.

* **Joint venture must be properly registered with the Florida Division of Corporations before the contract award and the name of the Joint Venture must be the same name used in the Bid Response.**

AFFIDAVIT

"The undersigned swear or affirm that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to the County current, complete and accurate information regarding actual joint venture work and the payment therefore and any proposed changes in any of the joint venture. Also, permit authorized representatives of the County to audit and examine records of the joint venture. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Name of Firm: _____ Name of Firm: _____

Signature: _____ Signature: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

Date _____
State of _____
County of _____

AFFIDAVIT

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐physical presence, or ☐ online notarization, this _____ day of _____, 20__, by _____ [NAME OF PERSON], as _____ [TYPE OF AUTHORITY,… e.g. officer, trustee, etc.)] for _____ [NAME OF PARTY ON BEHALF OF WHOM INSTRUMENT WAS EXECUTED].

☐Personally Known; OR

☐Produced Identification. Type of identification produced:_____.

[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

_____
Notary Public
My Commission Expires:

_____
(Printed, typed or stamped commissioned name of Notary Public)

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

ORANGE COUNTY, FLORIDA *Procurement Division*

CONTRACT NO. Y21-170-MV
FLYGT AND ABS PUMPS, PARTS AND REPAIRS

This contract is not valid unless bilaterally executed. Subject to mutual agreement Orange County, Florida, hereby enters into a contract subject to the following:

1. Ordering against Contract:

   A. Unless otherwise specified in the Invitation for Bids, the County will place orders by issuance of a numbered Delivery Order against this contract. Each Delivery Order will specify the quantity, description and location for deliver.

   B. The obligations of Orange County under this contract are subject to need and availability of funds lawfully appropriated for its purpose by the Board of County Commissioners or other funding source as specified in the terms and conditions.

2. Taxes:

   The County has the following tax exemption certificates assigned.

   A. Certificate of Registry No. 59-70-004K for tax free transactions under Chapter 32, Internal Revenue Code;

   B. Florida Sales and Use Tax Exemption Certificate No. 85-8012622266C-0.

3. Invoicing:

   A. Invoices must be submitted, in duplicate, referencing this contract number and the Delivery Order to:

   Orange County Utilities Field Services Division
   8100 Presidents Drive Orlando, FL 32809
   Attention: Financial Services Department
   Phone: (407) 836-6829

   B. Invoices against this contract are authorized only at the prices stated in your bid response, unless otherwise provided in the Invitation for Bids.

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

4. Counterpart (1):
Bidder's Irrevocable Offer and Acceptance

A. The Bidder hereby submits an irrevocable offer in response to **Invitation for Bids No. Y21-170-MV, FLYGT AND ABS PUMPS, PARTS AND REPAIRS - Term Contract**, subject to all general terms and conditions and special terms and conditions therein without exception.

B. All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.

C. Debarment, Suspension, Ineligibility and Voluntary Exclusion
By executing Counterpart (1) the Bidder affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Hydra Service (S), Inc.
(COMPANY NAME)

BY: Keaton Heller (Authorized Signatory

Keaton Heller (Name)

General Manager (Title)

DATE: 5/10/2021

NOTICES: 250 Springview Commerce Drive (Address)

(Address)

Debary, FL 32713 (City, State Zip)

407-330-3456 / 407-625-1388 cell (Phone)

kheller@hydraservice.net (Email)

5. Counterparts. This Agreement may be executed in two identical counterparts, all of which shall be considered one and the same agreement and shall become effective when both counterparts have been signed by each party and delivered to the other party.

Counterpart (1) shall be executed by the bidder and included in the sealed bid response.

Counterpart (2) may be executed by the County Procurement Division to formalize Acceptance of Bidders Offer and Contract Award.

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

6. Counterpart (2):
Orange County's Acceptance of Bidder's Offer and Contract Award

A. The County's acceptance of the Bidder's offer in response to our **Invitation for Bids No. Y21-170-MV, FLYGT AND ABS PUMPS, PARTS AND REPAIRS - Term Contract**.

B. This contract is effective **EFFECTIVE DATE,** and shall remain in effect through **EXPIRATION DATE.**

C. The estimated contract award for the initial term of the contract is

$_____

D. This is a term contract for the time period specified in the referenced Invitation for Bids, for the products/services covered by this contract. The County is not obligated to purchase any minimum amount of products or services, unless otherwise stipulated in the Invitation for Bids. The bidder is granted authorization to proceed to perform services upon receipt of duly executed Delivery Order.

E. This contract may be renewed as provided in the Invitation for Bids.

F. Any amendments modifying the terms, conditions or scope of this contract must be in writing and signed by both parties. Such amendment(s) must be signed by the representative of the Orange County Procurement Division to be valid, binding, and enforceable.

G. This contract may be cancelled or terminated as provided for in the Invitation for Bids.

ORANGE COUNTY, FLORIDA

BY: _____
Zulay Millan, CPPO, CPPB, FCCM
Procurement Division

DATE: _____

NOTICES: PROCUREMENT DIVISION
INTERNAL OPERATIONS CENTRE II
400 EAST SOUTH STREET, 2ND FLOOR
ORLANDO, FLORIDA 32801
(407) 836- 5635

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

Sulzer Pumps Solutions Inc.
140 Pond View Drive
Meriden, CT 06450
Phone (203) 238 2700
Fax (203) 514 4364
www.sulzer.com

April 29, 2021

Subject: Hydra Service Inc. as Contracted Sulzer Distributor for Sulzer (ABS) type products

To the Orange County Utilities Department, Florida:

The purpose of this letter is to confirm that **Hydra Service Inc.** located in DeBary, Florida is the contracted Sulzer sole distributor for Sulzer wastewater (formerly ABS) products, including pumps, mixers, blowers and aerators, for the Municipal Wastewater Collection and Treatment market. **Hydra Service**'s territory includes the entire state of Florida.

Nationally we utilize a network of independent distributors/service centers to serve Municipal, Industrial, Building Trades and Dewatering market segments in specific territories. The authorized distributor for Sulzer products in these segments/territories has the expertise, knowledge, training and access to the latest product developments and upgrades, along with genuine OEM parts. **Hydra Service, Inc.** is trained in the latest methods in care and start-up of our equipment and has the ability to execute warranty claims.

Please do not hesitate to contact me if I can provide any additional information.

Sincerely,

Anne Chalmers
Regional Sales Manager
Southeast Region

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

Hydra Service, Inc.
SPECIALIST IN FLUID MOVEMENT

P.O. Box 365
Warrior, AL 35180
Phone: (205) 647-5326
Fax: (205) 647-2736
(Corporate Office)

23304 McAuliffe Drive
Robertsdale, AL 36567
Phone: (251) 947-5006
Fax: (251) 947-5105

4381 Hwy 80
Pelahatchie, MS 36567
Phone: (601) 854-5502
Fax: (601) 854-5504

250 Springview Commerce Dr.
Debary, FL 32713
Phone: (407) 330-3456
Fax: (407) 330-3404

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

To Whom it May Concern,

5/10/2021

Hydra Service (S), Inc. (HSIS) has been the sole source distributor of Sulzer/ABS products since 2010. HSIS has extensive experience in repairing, servicing, and troubleshooting the ABS product line. The Debary, FL facility is 25,000sq. ft. of warehouse and office space capable of repairing the full product offering up to 30" discharge and 500HP. Currently, there are 4 bench technicians and 2 field service technicians able to service Orange County Utilities pumps and lift stations. This facility stocks all common parts required to meet the conditions of the bid. Additionally, the Debary facility stocks new pumps up to 4" discharge and 47HP. The majority of our staff has well over 15 years of experience repairing pumps and motors. Our office staff is able to efficiently and accurately quote and manage orders. Previously, Hydra Service (S), Inc was awarded the Y16-1094-MV contract for ABS Pumps, Parts, and Repairs.

Hydra Service, Inc. as a company is the sole source distributor of Sulzer/ABS products for the states of Alabama, Mississippi, Georgia, and Florida. Combined Hydra Service, Inc. has 6 locations, 3 of which are in Florida. We are able to source parts from our other warehouses and have them shipped within a day if needed.

Sulzer/ABS has a distribution facility located in Easley, SC. If HSIS does not have the parts/new pumps in stock we are able to quickly source parts from Sulzer/ABS also. If new pumps are required that are not stocked regularly by HSIS, Sulzer/ABS has a quick ship program. This program allows for delivery of pumps above 47HP with trimmed impellers in 3-4 weeks. This offering ranges from 4" to 12" discharge and 47HP to 168HP motors.

Please feel free to contact me with any questions.

Thank you,

Keaton Heller

Keaton Heller
General Manager
Hydra Service (S) Inc.
250 Springview Commerce Drive
Debary, FL 32713
Cell: 407-625-1388
Phone: 407-330-3456
e-mail: kheller@hydraservice.net

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
HYDRA SERVICE (S), INC.

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

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

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

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
PO Box 365

Requester's name and address (optional)

6 City, state, and ZIP code
Warrior, AL 35180

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
			–			–				

or

Employer identification number
6	3	–	1	2	0	9	7	5	5

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** ▶ *Debbie Henderson* **Date** ▶ 01/01/2021

General Instructions

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

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

Purpose of Form

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

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

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

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

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

Company ID Number: 1638634

Approved by:

Employer Hydra Service (S), Inc	
Name (Please Type or Print) Josselyn Whisonant	Title
Signature Electronically Signed	Date 02/04/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/04/2021

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

Company ID Number: 1638634

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Hydra Service (S), Inc
Company Facility Address	250 Springview Commerce Drive Debary, FL 32713
Company Alternate Address	PO BOX 365 Warrior, AL 35180
County or Parish	VOLUSIA
Employer Identification Number	631209755
North American Industry Classification Systems Code	453
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

Company ID Number: 1638634

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA	1 site(s)

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

Company ID Number: 1638634

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Liz Sherbert
Phone Number	(205) 647 - 5326
Fax Number	(205) 647 - 2736
Email Address	liz@hydraservice.net

Name	Josselyn Whisonant
Phone Number	(205) 647 - 5326
Fax Number	(205) 647 - 2736
Email Address	joss@hydraservice.net

Attachment: Exhibit A - Orange County, FL (ITB# Y21-170) (2024-R-2 : Wastewater Pumps, Parts and Repairs)

LOT B – ABS PUMPS

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL USAGE	UNIT	X	UNIT COST PERCENTAGE MARK-UP OR MARK-DOWN FROM MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)	=	TOTAL ESTIMATED ANNUAL BID
1	ABS Pumps	$75,000	Dollars	X	10 %	=	$ 67,500.00
					☐ MARK-UP OR ☒ MARK-DOWN		
2	ABS Parts	$402,600	Dollars	X	10 %	=	$ 362,340.00
					☐ MARK-UP OR ☒ MARK-DOWN		

ITEM NO.	SERVICES	ESTIMATED ANNUAL USAGE	UNIT	X	UNIT PRICE	=	TOTAL ESTIMATED ANNUAL BID
3	HOURLY LABOR RATE FOR REPAIRS	350	HOURS	X	$ 85.00	=	$ 29,750.00
4	ENVIRONMENTAL FEE 1 TO 10 HP	10	EACH	X	$ 20.00	=	$ 200.00
5	ENVIRONMENTAL FEE 11 TO 50 HP	20	EACH	X	$ 40.00	=	$ 800.00
6	ENVIRONMENTAL FEE GREATER THAN 51 HP	10	EACH	X	$ 60.00	=	$ 600.00

Hydra Service, (S) Inc.
Company Name

Attachment: Exhibit B - Orange County, FL and Hydra Services, Inc Agreement (2024-R-2 : Wastewater

7	FLANGE DRILLING SERVICE	$200	DOLLARS	**X**	% N/A ☐ MARK-UP OR ☒ MARK-DOWN	=	$ 0.00	

TOTAL ESTIMATED ANNUAL BID LOT B (LINES 1 THROUGH 7) = $ 461,190.00

X 3

TOTAL ESTIMATED THREE-YEAR BID LOT B = $ 1,383,570.00

TOTAL ESTIMATED THREE-YEAR BID LOT A + LOT B = $ Cannot bid lot A

Hydra Service (S), Inc.

Company Name

IMPORTANT NOTE: When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the County's bid documents(s). Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid.

Inquiries regarding this Invitation for Bids may be directed to Melisa Vergara, Contracting Agent, at Melisa.Vergara@ocfl.net

Attachment: Exhibit B - Orange County, FL and Hydra Services, Inc Agreement (2024-R-2 : Wastewater

BID RESPONSE FORM - CONTINUED
THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Company Name: Hydra Service (S) Inc.

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER. CURRENT W9 MUST BE SUBMITTED WITH BID.

TIN#: 63-1209755 D-U-N-S® # 96-520-9146

250	Springview Commerce Drive	Debary
(Street No. or P.O. Box Number)	(Street Name)	(City)

Volusia	Florida	32713
(County)	(State)	(Zip Code)

Contact Person: Dale Jahn

Phone Number: 407-790-9751 Fax Number: 407-330-3404

Email Address: Dale@hydraservice.net

EMERGENCY CONTACT

Emergency Contact Person: Keaton Heller

Telephone Number: 407-330-3456 Cell Phone Number: 407-625-1388

Residence Telephone Number: 800-323-1731 Email: kheller@hydraservice.net

ACKNOWLEDGEMENT OF ADDENDA

The Bidder shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the bid. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your bid. Material impacts include but are not limited to changes to specifications, scope of work/services, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

Addendum No. 1, Date 4/22/2021 Addendum No._____, Date_____

Addendum No._____, Date_____ Addendum No._____, Date_____

Attachment: Exhibit B - Orange County, FL and Hydra Services, Inc Agreement (2024-R-2 : Wastewater Pumps, Parts and Repairs)

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following **principals** are authorized to sign bids, negotiate and/or sign contracts and related documents to which the bidder will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	Title	Telephone Number/Email
Keaton Heller	General Manager	407-330-3456 / kheller@hydraservice.net
Dale Jahn	District Sales Manager	407-790-9751 / dale@hydraservice.net

Keaton Heller
(Signature)

5/10/2021
(Date)

General Manager
(Title)

Hydra Service (S), Inc.
(Name of Business)

The Bidder shall complete and submit the following information with the bid:

Type of Organization

____ Sole Proprietorship ____ Partnership ____ Non-Profit

____ Joint Venture* ✓ Corporation

State of Incorporation: Alabama

Principal Place of Business (Florida Statute Chapter 607): Warrior/Blount/Alabama
City/County/State

THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE BIDDER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal I.D. number is: 63-1209755

* *Joint venture firms must complete and submit with their Bid Response the form titled "Information for Determining Joint Venture Eligibility", and a copy of the formal agreement between all joint venture parties. This joint venture agreement must indicate the parties' respective roles, responsibilities and levels of participation for the project.* ***If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint venture will not be accepted.*** *Failure to timely submit the required form along with an attached written copy of the joint venture agreement may result in disqualification of your Bid Response*

Attachment: Exhibit B - Orange County, FL and Hydra Services, Inc Agreement (2024-R-2 : Wastewater Pumps, Parts and Repairs)

ORANGE COUNTY, FLORIDA *Procurement Division*

CONTRACT NO. Y21-170
FLYGT AND ABS PUMPS, PARTS AND REPAIRS

LOT B

This contract is not valid unless bilaterally executed. Subject to mutual agreement Orange County, Florida, hereby enters into a contract subject to the following:

1. Ordering against Contract:

   A. Unless otherwise specified in the Invitation for Bids, the County will place orders by issuance of a numbered Delivery Order against this contract. Each Delivery Order will specify the quantity, description and location for deliver.

   B. The obligations of Orange County under this contract are subject to need and availability of funds lawfully appropriated for its purpose by the Board of County Commissioners or other funding source as specified in the terms and conditions.

2. Taxes:

   The County has the following tax exemption certificates assigned.

   A. Certificate of Registry No. 59-70-004K for tax free transactions under Chapter 32, Internal Revenue Code;

   B. Florida Sales and Use Tax Exemption Certificate No. 85-8012622266C-0.

3. Invoicing:

   A. Invoices must be submitted, in duplicate, referencing this contract number and the Delivery Order to:

   Orange County Utilities Field Services Division
   8100 Presidents Drive Orlando, FL 32809
   Attention: Financial Services Department
   Phone: (407) 836-6829

   B. Invoices against this contract are authorized only at the prices stated in your bid response, unless otherwise provided in the Invitation for Bids.

Attachment: Exhibit B - Orange County, FL and Hydra Services, Inc Agreement (2024-R-2 : Wastewater Pumps, Parts and Repairs)

4. Counterpart (1):
Bidder's Irrevocable Offer and Acceptance

A. The Bidder hereby submits an irrevocable offer in response to **Invitation for Bids No. Y21-170-MV, FLYGT AND ABS PUMPS, PARTS AND REPAIRS - Term Contract**, subject to all general terms and conditions and special terms and conditions therein without exception.

B. All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.

C. Debarment, Suspension, Ineligibility and Voluntary Exclusion
By executing Counterpart (1) the Bidder affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Hydra Service (S), Inc.
(COMPANY NAME)

BY: Keaton Heller (Authorized Signatory

Keaton Heller (Name)

General Manager (Title)

DATE: 5/10/2021

NOTICES: 250 Springview Commerce Drive (Address)

(Address)

Debary, FL 32713 (City, State Zip)

407-330-3456 / 407-625-1388 cell (Phone)

kheller@hydraservice.net (Email)

5. Counterparts. This Agreement may be executed in two identical counterparts, all of which shall be considered one and the same agreement and shall become effective when both counterparts have been signed by each party and delivered to the other party.

Counterpart (1) shall be executed by the bidder and included in the sealed bid response.

Counterpart (2) may be executed by the County Procurement Division to formalize Acceptance of Bidders Offer and Contract Award.

Attachment: Exhibit B - Orange County, FL and Hydra Services, Inc Agreement (2024-R-2 : Wastewater Pumps, Parts and Repairs)

6. Counterpart (2):
Orange County's Acceptance of Bidder's Offer and Contract Award

A. The County's acceptance of the Bidder's offer in response to our **Invitation for Bids No. Y21-170-MV, FLYGT AND ABS PUMPS, PARTS AND REPAIRS - Term Contract**.

B. This contract is effective **AUGUST 1, 2021,** and shall remain in effect through **JULY 31, 2024.**

C. The estimated contract award for the initial term of the contract is $1,383,570.

D. This is a term contract for the time period specified in the referenced Invitation for Bids, for the products/services covered by this contract. The County is not obligated to purchase any minimum amount of products or services, unless otherwise stipulated in the Invitation for Bids. The bidder is granted authorization to proceed to perform services upon receipt of duly executed Delivery Order.

E. This contract may be renewed as provided in the Invitation for Bids.

F. Any amendments modifying the terms, conditions or scope of this contract must be in writing and signed by both parties. Such amendment(s) must be signed by the representative of the Orange County Procurement Division to be valid, binding, and enforceable.

G. This contract may be cancelled or terminated as provided for in the Invitation for Bids.

ORANGE COUNTY, FLORIDA

BY: _____
Zulay Millan, CPPO, CPPB, FCCM
Procurement Division

DATE: 07.29.2021

NOTICES: PROCUREMENT DIVISION
INTERNAL OPERATIONS CENTRE II
400 EAST SOUTH STREET, 2ND FLOOR
ORLANDO, FLORIDA 32801
(407) 836- 5635

Attachment: Exhibit B - Orange County, FL and Hydra Services, Inc Agreement (2024-R-2 : Wastewater Pumps, Parts and Repairs)

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
HYDRA SERVICE (S), INC.

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

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

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

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
PO Box 365

Requester's name and address (optional)

6 City, state, and ZIP code
Warrior, AL 35180

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
			–			–				

or

Employer identification number
6	3	–	1	2	0	9	7	5	5

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ *Debbie Henderson* Date ▶ 01/01/2021

General Instructions

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

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

Purpose of Form

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

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

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

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

Attachment: Exhibit B - Orange County, FL and Hydra Services, Inc Agreement (2024-R-2 : Wastewater Pumps, Parts and Repairs)

SECTION I – ALTERNATE ACCEPTABLE MEANS OF PROCUREMENT

POLICY 2.38 STATE OF FLORIDA TERM CONTRACTS / SNAPS AGREEMENTS

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

POLICY 2.39 OTHER GOVERNMENT ENTITIES' CONTRACTS

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

POLICY 2.40 COOPERATIVE PURCHASING

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

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

POLICIES 2.41 RESPECT AND PRIDE

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

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

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

POLICY 2.42 OWNER DIRECT PURCHASES (ODP)

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

Attachment: Exhibit C - Purchasing Policy Section 2.39 (2024-R-2 : Wastewater Pumps, Parts and Repairs)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **January 9, 2024**
FROM: **Jeff Miller**
SUBJECT: **LPR-Flock Agreement Extension Request**
NUMBER: **(ID # 4374)**
APPLICANT:
PLANNER:

DISCUSSION:

On April 26, 2022 the Holly Hill Police Department received approval from the City Commission to enter into an agreement with Flock Group, Inc., to lease six (6) License Plate Readers (LPRs). The agreement with Flock was for one-year with an optional one-year extension at a cost of $2,500 per camera. Flock was selected because of their relationship with the Sheriff's office and continuity with other agencies in Volusia County. The staff is requesting approval of this extension under the same reasons the original agreement was entered into in January 2022.

Staff received notification that Flock will be increasing their prices from $2,500 per camera to $3,000 per camera at the end of agreement 2023-2024 fiscal year. (See attached email to Sergeant Thomas Bentley from a Flock representative.)

Flock has offered to extend the current pricing of $2,500 per camera if the City of Holly Hill enters in a five-year agreement. Flock also provided a Special Term listed in Section 7.2 (Termination) of the attached Master Service Agreement allowing the City to cancel the agreement with a (30) thirty day written notice:

"...if the Agency should not appropriate or otherwise make available funds sufficient to maintain the services set forth in this Agreement, the Agency may terminate this Agreement upon thirty (30) day written notice without penalty."

The Holly Hill Police Department is requesting to extend the lease of six (6) License Plate Readers (LPR) from the Flock Group, Inc for a period of five years. These LPRs have already been strategically placed throughout the City of Holly Hill at undisclosed locations.

LPRs are a fairly new innovative technology that has been implemented nationwide - including many cities across Volusia County. LPRs will be used to enhance criminal investigations such as, but not limited to, developing suspects in violent crimes, locating wanted subjects, and monitoring sexual offenders. However, LPRs will not necessarily deter crime but will be utilized as a valuable tool to enhance criminal investigations.

The six (6) LPRs will be monitored 24/7 by staff at the Volusia Sheriff's Office Crime Center

with no additional funding requirements.

FISCAL ANALYSIS:

This initial term of this agreement shall be for the period of time set forth on the Order Form identified as "Initial Term" which is (60) sixty months beginning when the agreement is signed by all parties..

The annual cost will be $15,000. The current rate of $15.000 has been budgeted in account 001-2110-521-4400 for the fiscal year '23-24. By approving this contract now, the City will avoid a substantial increase of $15,000 over the extent of the agreement. The cost for the LPRs will need to be budgeted each year during the budget process. If the city does not or cannot budget for these cameras, with a (30) thirty day notice, the contract may be cancelled.

STAFF RECOMMENDATION:

Staff is recommending approval and acceptance of the extension of the contract with the Flock Group due to its higher performance rating by local users.

COMMISSION GOAL:

Goal #4:

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

MOTION:

WAIVE THE PROCUREMENT PROCESS AND APPROVE THE AGREEMENT WITH FLOCK GROUP, INC., FOR A FIVE YEAR EXTENSION TO THE CURRENT AGREEMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ACCOMPANYING DOCUMENTS.

- Flock orginal contract (PDF)
- New Flock Master Service Agreement (PDF)
- Exhibit A Order Form (PDF)
- Email from Flock to Sergeant Bentley (PDF)

flock safety

FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("**Flock**") and the customer identified below ("**Customer**") (each of Flock and Customer, a "**Party**"). This order form ("**Order Form**") hereby incorporates and includes the "GOVERNMENT AGENCY CUSTOMER AGREEMENT" attached (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the "**Effective Date**").

Customer: FL - Holly Hill PD

Address: 1065 Ridgewood Ave
Daytona Beach, Florida 32117

Contact Name: Jeffrey Miller

Phone: (386) 248-9488

E-Mail: jmiller@hollyhillfl.org

Billing Contact:

Expected Payment Method:

(if different than above)

Initial Term: 60.00
Renewal Term: 12 Months

Pilot period: First 30 days of Initial Term; option to cancel contract at no cost. Initial Term invoice due after Pilot period.
Billing Term: Annual payment due Net 30 per terms and conditions

Name	Price	QTY	Subtotal
Flock Falcon Camera	$2,500.00	6.00	$15,000.00
Professional Services - Falcon, Standard Implementation	$150.00	6.00	$900.00

(Includes one-time fees)

Year 1 Total: $15,900.00
Recurring Total: $15,000.00

Attachment: Flock orginal contract (4374 : LPR-Flock Agreement Extension Request)

flock safety

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

Flock Group Inc	**Customer:**
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Attachment: Flock orginal contract (4374 : LPR-Flock Agreement Extension Request)

flock safety

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this "**Agreement**") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 ("**Flock**") and the police department or government agency identified in the signature block of the order form ("**Agency**") (each a "**Party**," and together, the "**Parties**").

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock's technology platform (the "**Flock Service**"), and upon detection, the Flock Services are capable of capturing audio, image, and recordings data of suspected vehicles (**"Footage"**) and can provide notifications to Agency upon the instructions of Non-Agency End User (**"Notifications"**);

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering ("Purpose").

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

Attachment: Flock orginal contract (4374 : LPR-Flock Agreement Extension Request)

1.1 "***Agency Data***" will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.2. "***Agency Hardware*** " shall mean the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term "***Agency Hardware*** " excludes the Embedded Software

1.3 "***Authorized End User(s)***" shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.4 "***Documentation***" will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.5 "***Embedded Software***" will mean the software and/or firmware embedded or preinstalled on the Agency Hardware.

1.6 "***Flock IP***" will mean the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.7 "***Footage***" means still images captured by the Agency Hardware in the course of and provided via the Services.

1.8 "***Hardware***" or "***Flock Hardware***" shall mean the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term "***Hardware***" excludes the Embedded Software.

1.9 ***"Implementation Fee(s)"*** means the monetary fees associated with the Installation Services, as defined in Section 1.10 below.

1.10 "***Installation Services***" means the services provided by Flock including any applicable installation of Embedded Software on Agency Hardware.

1.11 "***Non-Agency End User(s)***" shall mean any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.12 "***Services***" or "**Flock Services**" means the provision, via the Web Interface, of Flock's software application for automatic license plate detection, searching image records, and sharing Footage.

1.13 "***Support Services***" shall mean Monitoring Services, as defined in Section 2.9 below.

1.14 "***Unit(s)***" shall mean the Agency Hardware together with the Embedded Software.

1.15 "***Usage Fee***" means the subscription fees to be paid by the Agency for ongoing access to Services.

1.16 "***Web Interface***" means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Service Term (as defined in Section 6.1 below), solely for the Authorized End Users. The Footage will be available for

Attachment: Flock orginal contract (4374 : LPR-Flock Agreement Extension Request)

Agency 's designated administrator, listed on the order form, and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username ("***User ID***"). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Services, and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, including without limitation using a third party to host the Web Interface which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency's sole and exclusive remedy and flock's sole and exclusive liability with regard to such third-party services, including without limitation hosting the web interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 **Embedded Software License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 **Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term to Agency 's in connection with its use of the Services as contemplated herein, and under Section 2.4 below.

2.4 **Usage Restrictions.**

a. Flock IP. The purpose for usage of the Unit, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture ("***Permitted Purpose***"). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Unit, Documentation or the Flock IP for anything other than

Attachment: Flock orginal contract (4374 : LPR-Flock Agreement Extension Request)

the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2.1, 2.2, or 2.3.

b. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.4(b), all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.5 **Retained Rights; Ownership.** As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.6 **Suspension.** Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP or Flock Hardware if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency 's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other Agency or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Agency to access the Flock IP; or (f) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose (each such suspension, in accordance with this Section 2.6, a "***Service Suspension***"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the Service Suspension is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency 's account that have been impacted.

2.7 **Installation Services.**

2.7.1 ***Designated Locations.*** For installation of Flock Hardware, prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image

Attachment: Flock orginal contract (4374 : LPR-Flock Agreement Extension Request)

capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Units (each Unit location so designated by Agency, a "***Designated Location***"). Flock shall have final discretion on location of Units. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. The deployment plan will confirm the Designated Location. After installation, any subsequent changes to the deployment plan ("***Reinstalls***") will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at https://www.flocksafety.com/reinstall-fee-schedule) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock Safety shall have full discretion on decision to reinstall Flock Hardware.

2.7.2 ***Agency Installation Obligations.*** Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although the Units are designed to utilize solar power, certain Designated Locations may require a reliable source of 120V AC power, as described in the deployment plan. In the event adequate solar exposure is not available Agency is solely responsible for providing a reliable source of 120V AC power to the Units, if necessary. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency ("***Agency Installation Obligations***"). In the event that a Designated Location for a Unit requires permits, Flock will provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Units from the temporary alternate location to the permitted location at no additional cost. Flock will provide options to supply power at each Designated Location. If Agency refuses alternative power supply options, Agency agrees and understands that Agency will not be subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar. Flock will make all reasonable efforts within their control to minimize suspension of Flock Services. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and

Attachment: Flock orginal contract (4374 : LPR-Flock Agreement Extension Request)

hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation. Flock is not responsible for installation of Agency Hardware.

2.7.3 *Flock's Obligations.* Installation of any Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware.

2.7.4 *Security Interest.* Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 **Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.9 **Support Services.** Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("***Monitoring Services***"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("***On-Site Services***") in-person or by email at support@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

2.10 **Special Terms.** From time to time, Flock may offer certain "Special Terms" related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement, upon

Attachment: Flock orginal contract (4374 : LPR-Flock Agreement Extension Request)

Agency's consent. To the extent that any terms of this agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.10 **Changes to Platform.** Flock may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its Agency s, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 **Agency Obligations.** Flock will assist Agency end-users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 **Agency Representations and Warranties.** Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency 's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 **Confidentiality.** To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "***Receiving Party***") understands that the other Party (the "***Disclosing Party***") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "***Proprietary Information***" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors built into the Units ("***Agency Data***"). The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary

Attachment: Flock orginal contract (4374 : LPR-Flock Agreement Extension Request)

Information may include processing the Proprietary Information to send Agency alerts, such as when a car exits Agency 's neighborhood, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Agency hereby expressly grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the term hereof) to disclose the Agency Data (inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. Flock may store deleted Footage in order to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court order.

4.2 **Agency Data..** As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data as a part of the Aggregated Data (as defined in Section 4.4 below).As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

4.3 **Feedback.** If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 **Aggregated Data.** Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related

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systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any personal identifying information. Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data input into the Services (the "***Aggregated Data***"). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein. Flock shall not sell Agency Data or Aggregated Data.

5. PAYMENT OF FEES

5.1a **Wing Fees.** For Wing products, the Agency will pay Flock the first Usage Fee and the Implementation Fee (as described on the Order Form attached hereto, together the ***"Initial Fees"***) as set forth on the Order Form on or before the 30th day following the Effective Date of this Agreement. Flock shall have no liability resulting from any delay by the Agency in installing the Embedded Software on the Agency Hardware. If applicable, Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period. All payments will be made by either ACH, check, or credit card.

5.1b Falcon Fees. For Falcon products during the Initial Term, Agency will pay Flock fifty percent (50%) of the first Usage Fee, the Implementation Fee and any fee for Hardware (as described on the Order Form attached hereto, together the "Initial Fees") as set forth on the Order Form on or before the 30th day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of the Initial Fees, and Agency shall pay on or before 30th day following receipt of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following receipt of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the 30th day following receipt of invoice.

5.2 **Changes to Fees.** Flock reserves the right to change the fees or applicable charges and to institute new charges and fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock's Agency support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

5.3 **Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice.

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If Agency is a non-tax exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income.

6. TERM AND TERMINATION

6.1a **Wing Term.** Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "***Initial Term***"). The Term shall commence upon execution of this Agreement. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form* (each, a "***Renewal Term***", and together with the Initial Term, the "***Service Term***") *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.1b Falcon Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "***Initial Term***"). The Term shall commence upon first installation and validation of a Unit. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the length set forth on the Order Form* (each, a "***Renewal Term***", and together with the Initial Term, the "***Service Term***") *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.2 **Termination for Convenience.** At any time during the agreed upon Term, an Agency not fully satisfied with the service may self-elect to terminate this Agreement for convenience. Termination for convenience will result in a one-time fee of $500 per Flock Hardware. Upon termination for convenience, a refund will be provided for Falcon Cameras, prorated for any fees for the remaining Term length set forth previously. Agency will remain liable to pay the full outstanding fees for any Wing product on the effective date of termination of that Order Form. Flock will invoice, and Agency will pay, any unbilled fees and any unpaid fees covering the remainder of the term of that Order Form had it not been terminated. Termination for convenience of the Agreement by the Agency will be effective immediately. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period of time upon termination.

6.3 **Termination.** Notwithstanding the termination provisions in Section 2.4(b), in the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty (30) day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.5 **No-Fee Term.** For the Term of this Agreement, Flock will provide Agency with complimentary access to 'hot-list' alerts, which may include 'hot tags', stolen vehicles, Amber Alerts, etc. ("***No-Fee Term***"). In the event a Non-Agency End User grants Agency access to Footage and/or Notifications from a Non-Agency End User Unit, Agency will have access to Non-Agency End User Footage and/or Notifications until deletion, subject to the thirty (30) day

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retention policy. Non-Agency End Users and Flock may, in their sole discretion, leave access open. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon thirty (30) days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.6 **Survival.** The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 5.4, 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 **Remedy.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a "***Defect***"), Agency must notify Flock's technical support as described in Section 2.9 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, Agency may request that Flock replace the Unit at a fee according to the then-current Reinstall Policy (https://www.flocksafety.com/reinstall-fee-schedule). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Hardware.

7.2 **Exclusions.** Flock will not provide the remedy described in Section 7.1 if Agency is found to have misused the Flock Hardware, Agency Hardware or Embedded Software in any manner.

7.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Upon completion of any installation or repair, Flock shall clean and leave the area in good condition. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY 'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR

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PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

7.5 **Insurance.** Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

7.6 **Force Majeure.** Flock is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Agency or any Authorized End User.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES.THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

8.2 **Additional No-Fee Term Requirements.** IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.5 EXCEED $100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties

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acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.5 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complimentary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

8.4 **Indemnity.** Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.2, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.2 or this Agreement.

9. RECORD RETENTION

9.1 **Data Preservation.** The Agency agrees to store Agency Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to preserve the Agency Data, Flock will notify Agency of the requirement and applicable retention period, and Agency agrees to preserve and securely store this data on Flock's behalf so that should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

10. MISCELLANEOUS

10.1 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 **Assignment.** This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

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10.3 **Entire Agreement.** This Agreement, together with the Order Form(s), the then-current Reinstall Policy (https://www.flocksafety.com/reinstall-fee-schedule), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

10.5 **Governing Law; Venue.** This Agreement shall be governed by the laws of the State in which the Agency is located. The parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.6 **Publicity.** Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.7 **Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.8 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

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10.09 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

10.10 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

Attachment: Flock orginal contract (4374 : LPR-Flock Agreement Extension Request)

flock safety

EXHIBIT A

Statement of Work

Installation of Flock Camera on existing pole or Flock-supplied pole if required

Attachment: Flock orginal contract (4374 : LPR-Flock Agreement Extension Request)

flock safety

Created Date	3/30/2022	Expiration Date	5/31/2022
Quote Number	00001528		

Prepared By	Todd Troutman	Contact Name	Jeffrey Miller
Phone	7703102987	Phone	(386) 248-9488
Email	todd.troutman@flocksafety.com	Email	jmiller@hollyhillfl.org

Bill To Name FL - Holly Hill PD

Product	Description	List Price	Sales Price	Quantity	Total Price
Flock Falcon Camera	Infrastructure-free (solar power + LTE), license plate recognition camera with Vehicle Fingerprint ™ technology + machine learning software and real-time alerts for unlimited users	$2,500.00	$2,500.00	6.00	$15,000.00
Professional Services - Falcon, Standard Implementation	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Standard Implementation Service Brief.	$350.00	$150.00	6.00	$900.00

Total Price	$15,900.00
Recurring Total	$15,000.00

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Master Services Agreement

This Master Services Agreement (this "***Agreement***") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 ("***Flock***") and the entity identified in the signature block ("***Customer***") (each a "***Party***," and together, the "***Parties***") on this the 20 day of December 2023. This Agreement is effective on the date of mutual execution ("***Effective Date***"). Parties will sign an Order Form ("***Order Form***") which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock's technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer ("***Notifications***");

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock's standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the ***Order Form***. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the

Attachment: New Flock Master Service Agreement (4374 : LPR-Flock Agreement Extension Request)

Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "***Anonymized Data***" means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 "***Authorized End User(s)***" means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 "***Customer Data***" means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. "***Customer Hardware***" means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 "***Embedded Software***" means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 "***Flock Hardware***" means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 "***Flock IP***" means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 "***Flock Network End User(s)***" means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

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1.9 "***Flock Services***" means the provision of Flock's software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 "***Footage***" means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 "***Hotlist(s)***" means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 "***Installation Services***" means the services provided by Flock for installation of Flock Services.

1.13 "***Retention Period***" means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 "***Vehicle Fingerprint™***" means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 "***Web Interface***" means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

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2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form ("***Retention Period***"). Authorized End Users will be required to sign up for an account and select a password and username ("***User ID***"). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 **Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 **Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as ***"Support Services"***).

2.4 **Upgrades to Platform.** Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services, such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

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2.5 **Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("***Service Interruption***"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 **Service Suspension.** Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("***Service Suspension***"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 **Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock

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is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 **Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as ***"Customer Obligations"***).

3.2 **Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 **Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

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4.2 **Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (***"Customer Generated Data"***). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer's intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 **Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 **Confidentiality.** To the extent required by any applicable public records requests, each Party (the "***Receiving Party***") understands that the other Party (the "***Disclosing Party***") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "***Proprietary Information***" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own

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proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 **Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or

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otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 **Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 **Billing and Payment of Fees**. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 **Notice of Changes to Fees.** Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 **Late Fees.** If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 **Taxes.** Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and

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Flock shall not charge customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "***Term***"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "***Renewal Term***") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("***Cure Period***"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the ***Cure Period***, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination. (see special term in the order form).

7.3 **Survival**. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

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8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a "***Defect***"), Customer must notify Flock's technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

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PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT

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ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 **Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 **Ownership of Hardware**. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's

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rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 **Deployment Plan**. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 **Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (https://www.flocksafety.com/reinstall-fee-schedule). Customer will receive prior notice and confirm approval of any such fees.

10.4 **Customer Installation Obligations**. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 **Flock's Obligations**. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

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11.1 **Compliance With Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 **Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 **Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral , communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

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11.6 **Governing Law; Venue.** This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 **Special Terms.** Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("***Special Terms***"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 **Publicity.** Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 **Feedback.** If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 **Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the

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terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

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FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: _____

ATTN: _____

EMAIL: _____

Attachment: New Flock Master Service Agreement (4374 : LPR-Flock Agreement Extension Request)

EXHIBIT B

INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

(i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;

(ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars ($10,000,000) per occurrence and Ten Million Dollars ($10,000,000) in the aggregate;

(iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars ($5,000,000) per occurrence and Five Million Dollars ($5,000,000) in the aggregate;

(iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars ($1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

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(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars ($5,000,000).

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Flock Safety + FL - Holly Hill PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Stephen Johnston
stephen.johnston@flocksafety.com
(470) 627-5704

flock safety

Attachment: Exhibit A Order Form (4374 : LPR-Flock Agreement Extension Request)

flock safety

EXHIBIT A
ORDER FORM

Customer:	FL - Holly Hill PD	Initial Term:	60 Months
Legal Entity Name:	FL - Holly Hill PD	Renewal Term:	24 Months
Accounts Payable Email:	jmiller@hollyhillfl.org	Payment Terms:	Net 30
Address:	1065 Ridgewood Ave Holly Hill, Florida 32117	Billing Frequency:	Annual - First Year at Signing.
		Retention Period:	30 Days

Hardware and Software Products
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$15,000.00**
Flock Safety Flock OS			
FlockOS ™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	6	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	$15,000.00
Annual Recurring Subtotal:	$15,000.00
Discounts:	$15,000.00
Estimated Tax:	$0.00
Contract Total:	$75,000.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Special Terms:

• Non-Appropriation: Subject to Section 7.2 of the executed Agreement, if the Agency should not appropriate or otherwise make available funds sufficient to maintain the services set forth in this Agreement, the Agency may terminate this Agreement upon thirty (30) day written notice without penalty.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$15,000.00

Attachment: Exhibit A Order Form (4374 : LPR-Flock Agreement Extension Request)

Annual Recurring after Year 1	$15,000.00
Contract Total	$75,000.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	$15,000.00
Flock Safety Add-ons	$0.00
Flock Safety Professional Services	$0.00

Attachment: Exhibit A Order Form (4374 : LPR-Flock Agreement Extension Request)

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

Attachment: Exhibit A Order Form (4374 : LPR-Flock Agreement Extension Request)

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.	**Customer: FL - Holly Hill PD**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	PO Number: _____

Attachment: Exhibit A Order Form (4374 : LPR-Flock Agreement Extension Request)

The City of Holly Hill

Jeff Miller <jmiller@hollyhillfl.org>

Fwd: ACTION REQUESTED - Flock Safety contract renewal opportunity

2 messages

Thomas Bentley <tbentley@hollyhillfl.org> Thu, Oct 5, 2023 at 8:13 AM
To: Jeff Miller <jmiller@hollyhillfl.org>, Chris Yates <cyates@hollyhillfl.org>

Thomas Bentley, Sergeant
Division Commander
Criminal Investigations Division/Aviation Unit
Lead Explorer Advisor
Holly Hill Police Department
1065 Ridgewood Ave
386-248-9478 Office
Tbentley@hollyhillfl.org
www.hollyhillfl.org

---------- Forwarded message ---------
From: **Stephen Johnston** <stephen.johnston@flocksafety.com>
Date: Thu, Oct 5, 2023 at 8:00 AM
Subject: ACTION REQUESTED - Flock Safety contract renewal opportunity
To: Sgt. Thomas Bentley Holly Hill PD <tbentley@hollyhillfl.org>, Ofc. Jared Shaheen Holly Hill PD <jshaheen@hollyhillfl.org>

Good Morning Gentlemen,

I hope you're doing well!

As you may have already heard, Flock will be making some adjustments to our product offerings and pricing structure in order to continue bringing the best products and services to you. With your Flock Safety contract coming up for renewal in the next few of months, we are offering the opportunity to avoid a price increase and **lock in your pricing at $2500 per camera for the next 5 years,** with the option to add additional cameras at $2,500 and keep the nationwide data sharing you have today.

We understand that this option may not be for everyone, but we wanted to extend it as a token of our appreciation for your loyalty and partnership.

As your internal advocate here at Flock, I am here to assist you through this process! When you have a moment in the coming days or weeks, **please send me a response letting me know which of the following options will be best for you:**

1. You're interested in a 5-year contract with your current number of devices
2. You're interested in a 5-year contract AND would like to add additional devices
3. You're NOT interested in a 5-year contract at this time and would prefer to keep your existing renewal terms
4. You have additional questions and would like to know more before making a decision

Thank you again for being a valued part of our community, and I look forward to hearing from you!

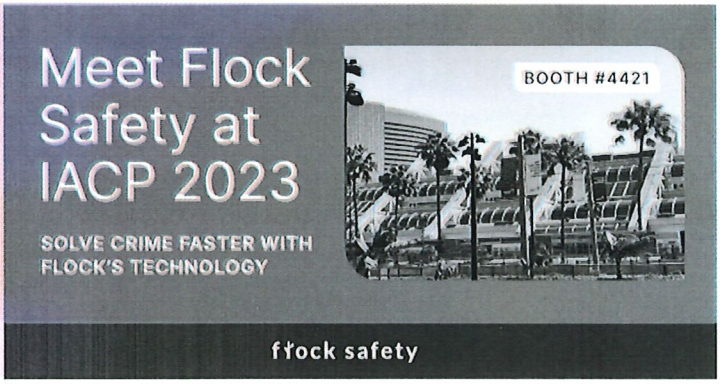
Attachment: Email from Flock to Sergeant Bentley (4374 : LPR-Flock Agreement Extension Request)

--

Stephen Johnston
Customer Success Manager

470-627-5704 866-901-1781 flocksafety.com

flock safety



Stephen Johnston <stephen.johnston@flocksafety.com> Tue, Dec 19, 2023 at 4:05 PM
To: Jeff Miller <jmiller@hollyhillfl.org>

Here are the emails I sent to Sgt. Bentley.

---------- Forwarded message ---------
From: **Stephen Johnston** <stephen.johnston@flocksafety.com>
Date: Tue, Nov 28, 2023 at 3:42 PM
Subject: Re: ACTION REQUESTED - Flock Safety contract renewal opportunity
To: Sgt. Thomas Bentley Holly Hill PD <tbentley@hollyhillfl.org>, Ofc. Jared Shaheen Holly Hill PD <jshaheen@hollyhillfl.org>

Good Afternoon,

I wanted to follow up on this previous email to see if you had any questions.

Additionally, I wanted you to be aware that beginning 7/1/24 we will be changing our subscription platform price based on the size of your agency. Based on this new pricing, your agency's annual fee will be $30000 and you are currently at $15000 with the hardware you have. If you commit to the 60-month contract, no additional cost will be required to keep the State/National sharing database you enjoy today in addition to keeping your annual cost the same but must completed by 12/29/23 to lock in price at $2500 per device.

Otherwise, beginning 7/1/24, your account will be changed to Flock OS Community which gives you access to your agency cameras and any privately owned + shared camera footage within your jurisdiction, as long as the owners of the camera footage agree (which 99.9% do - that's the reason they buy). Flock Safety will partner with you to engage local HOAs,

Attachment: Email from Flock to Sergeant Bentley (4374 : LPR-Flock Agreement Extension Request)

businesses, schools, etc to provide coverage where they need it most. This access to private cameras is 100% free to you and is a way for you to get coverage in your city at no cost outside of your own devices.

If you did not want to commit to the 60-month contract but wanted to keep the Flock OS Essentials that you have today; you have two options:

1. You could pay the additional platform fee which includes our National Law Enforcement LPR Network is the nation's largest network of LE-owned LPR footage, generating over 1.5B plate reads per week. 33% larger than Vigilant's LPR database, our network is refreshed daily, and 100% based on LE-owned camera footage vs. harvested commercial data which you can request access to Nationally, as long as the owners of the camera footage agree (which 99.9% do as our LEA customers aim to work together to fight crime).

2. You could add additional Flock Safety hardware devices aimed at capturing objective evidence, from our Falcon LPR to our Raven audio detection and our Condor live view camera. We'll be able to work with you to design a solution tailored to the needs of your city. Also, if you decide to purchase Flock additional devices we'll credit that spend towards the cost of your National LE LPR Network subscription. Most of our customers go this route as they get additional Flock devices and keep access to the National LE Network at a discounted, or $0, cost (depending on how many devices you purchase).

Let me know if you have any questions.

On Thu, Oct 5, 2023 at 8:00 AM Stephen Johnston <stephen.johnston@flocksafety.com> wrote:

Good Morning Gentlemen,

I hope you're doing well!

As you may have already heard, Flock will be making some adjustments to our product offerings and pricing structure in order to continue bringing the best products and services to you. With your Flock Safety contract coming up for renewal in the next few of months, we are offering the opportunity to avoid a price increase and **lock in your pricing at $2500 per camera for the next 5 years,** with the option to add additional cameras at $2,500 and keep the nationwide data sharing you have today.

We understand that this option may not be for everyone, but we wanted to extend it as a token of our appreciation for your loyalty and partnership.

As your internal advocate here at Flock, I am here to assist you through this process! When you have a moment in the coming days or weeks, **please send me a response letting me know which of the following options will be best for you:**

1. You're interested in a 5-year contract with your current number of devices
2. You're interested in a 5-year contract AND would like to add additional devices
3. You're NOT interested in a 5-year contract at this time and would prefer to keep your existing renewal terms which will increase the camera cost to $3000 per device at renewal.

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

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Upcoming OOO: 12/22/23 - 01/03/24

[Quoted text hidden]

Attachment: Email from Flock to Sergeant Bentley (4374 : LPR-Flock Agreement Extension Request)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **January 9, 2024**
FROM: **Antoine Khoury**
SUBJECT: **Award of Alta Drive and 10Th Street Stormwater Emergency Repair**
NUMBER: **(ID # 4375)**
APPLICANT:
PLANNER:

DISCUSSION:

In October 2023, a depression developed at the intersection of Alta Drive and 10th Street that required the shutdown of Alta Drive between Stuart Street and 10th Street. A contractor was contacted to complete the excavation due to the depth of the depression, it was determined upon dewater and excavation of the problem that the storm CMP (Corrugated Metal Pipe) is completely rusted with numerous holes throughout the storm water pipe for a total length of 240 LF.

Due to the urgency of this needed repair, the staff is requesting the city commission waive the procurement process:

CHAPTER 8 - WAIVERS OF BID
The City Manager may waive purchasing policy up to $25,000, and Commission may waive the formal
bidding procedure over $25,000 for the following reasons. Every attempt should be made to obtain three written quotations.

- *The health, safety, or welfare of the citizens or employees is at stake.*
- *To get a vehicle or equipment vital to the operations of the City back into service.*
- *If equipment needs to be taken apart to give an estimate or price.*
- *For the purchase or rental of real estate when location is important.*
- *Emergencies and natural disasters.*
- *When specifications must not be made public due to covert or confidential operations of the Police Department.*
- *When advertising must be done in a specific publication such as a trade journal, local publication, etc.*
- *To obtain materials, equipment, or services which cannot be purchased under normal bid procedures, as confirmed by the Finance Department.*
- *When an essential government service would be interrupted.*
- *When additional loss to public or private property might occur.*
- *When, after notice in accordance with ordinance, no bids or proposals are received.*

- *Otherwise as determined to be in the best interest of the City.*

The city has requested 3 quotes from three well known and respected business in this trade, Blacksands Development Group, JD Webber Construction and Danus Utilities. The city received 2 quotes from JD Webber at a price of $111,090.00 and Blacksands Development Group at a price of $67,351.12, Danus declined the request for a bid. Based on the received quotes the lowest and most responsive contractor is Blacksands Development Group at a price of $67,351.12.

FISCAL ANALYSIS:

This is fully budgeted in FY 23/24 and a proposed expenditure in FY 22/23, ACT #461-8110-580-6300 under project # 22-SW-06.

STAFF RECOMMENDATION:

Award the contract to Blacksands Development at a value of $67,351.12 and authorize the City Manager to execute all necessary and required documents.

COMMISSION GOAL:

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

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

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

MOTION:

WAIVE THE PROCUREMENT PROCESS, APPROVE RESOLUTION, AWARDING THE REPAIR OF ALTA DRIVE AND 10TH STREET TO BLACKSANDS DEVELOPMENT GROUP AND AUTHORIZE THE CITY MANAGER TO EXECUTE ALL OF THE NECESSARY AND REQUIRED DOCUMENTS.

- JD Webber requesting a Bid for Alta Drive and 10th Street (PDF)
- JD Webber Bid 10th St. Drainage proposal Adj (PDF)
- Balcksands Grp-Alta-10th-Bid (PDF)
- Danus-No bid-Email-Alta Dr and 10th Street Stormwater Pipe Replacement (PDF)

The City of Holly Hill

Antoine Khoury <akhoury@hollyhillfl.org>

The City is requesting a Bid for Alta Drive and 10th Street

Antoine Khoury <akhoury@hollyhillfl.org> Fri, Dec 8, 2023 at 9:24 AM
To: Joe Weber Jr <joejr@jdweberconstruction.com>

Hey Joe, the city is interested in repealing an existing rusted through 24" CMP pipe with ADS Pipe that is on site at the PW yard on 10th street.
Staff will meet with you at the time you set up with Jeff.
The items are included in the attached Spd Sheet.
Let me know if you have any questions.

--
Antoine Khoury PE
City Engineer/Public Works Director
City of Holly Hill
453 LPGA Blvd
Holly Hill, FL 32117
386-248-9463 office
akhoury@hollyhillfl.org

Alta Dr and 10th Street Bid SPD.xlsx
12K

Attachment: JD Webber requesting a Bid for Alta Drive and 10th Street (4375 : Award of Alta Drive and 10Th Street Emergency Stormwater

JD WEBER CONSTRUCTION

TOTAL SITE DEVELOPMENT

December 19, 2023

To: City of Holly Hill

10th Street Drainage Replacement

1	Mobilization and utility locates	1	LS	8,200.00	8,200.00
3	Maintenance of traffic	1	LS	4,800.00	4,800.00
4	Dewatering of work area	1	LS	9,300.00	9,300.00
5	Demo and removal of storm inlet	3	EA	2,600.00	7,800.00
6	Saw cut and remove asphalt for open cut	40	SY	25.00	1,000.00
7	Demo and remove concrete sidewalk	1580	SF	5.00	7,900.00
8	Demo and remove existing 24" storm				
	water pipe	420	LF	24.00	10,080.00
9	Install 24" ADS pipe as provided by the				
	City of Holly Hill	420	LF	72.00	30,240.00
10	Furnish and install junction box				
	FDOT Type 7, 48" diameter	1	EA	7,050.00	7,050.00
11	Furnish and install Type C inlet (0-6') S2	1	EA	6,040.00	6,040.00
12	Furnish and install Type C inlet (0-6') S1	1	EA	6,040.00	6,040.00
14	Restore concrete sidewalk	1580	SF	8.00	12,640.00
	Total Bid				**$ 111,090.00**

Notes:

1. All development permits, impact fees and inspection fees are to be by others.
2. Removal, disposal and replacement of any rock, unsuitable or contaminated material is not included.
3. Drainage piping will be tested by lamping only. If video inspection or other testing is required by the governing authority, it will be at an additional cost.
4. **Unit prices will be honored for thirty days from the date of this proposal. Market increases may apply thereafter.**

Joseph Weber 12/19/2023

J. D. Weber Construction Co.

P.O. Box 730386 - Ormond Beach, Florida 321713-0386 - Office: 386-671-2727 ; Fax: 386-671-2471

Attachment: JD Webber Bid 10th St. Drainage proposal Adj (4375 : Award of Alta Drive and 10Th Street Emergency Stormwater Repair)

Black Sands Development Group, PLLC

994 Derbyshire Road
Daytona Beach, FL 32117
Phone: 386.944.9351 * Fax: 386.257.2303
Email: Blacksandsdg@outlook.com
Website: www.Blacksandsdg.com

Date: 11/29/2023

Submitted To:

City of Holly Hill
1065 Ridgewood Avenue
Holly Hill FL 32117
Attn: J. Blankenship

Proposal Expires On:

12/29/2023

Project ID: The City of Holly Hill 2023

Project Description: 10th & Alta

We propose hereby to furnish all materials, labor, and equipment for the completion of the following job:

Division: 010000 GENERAL REQUIREMENTS

Section	Code	Item Description	Quantity	Unit	Unit Price	Ext. Price
019510	MOB	Mobilization	1	LS	1,500.00	1,500.00
019540	PREVID	Preconstruction Picture/Video	1	LS	800.00	800.00
019590	DEWAT	Dewatering of Work Area w/ Hydrant Meter for utilities installation	1	LS	9,495.00	9,495.00
					Division Total:	11,795.00

Division: 020000 EXISTING CONDITIONS

Section	Code	Item Description	Quantity	Unit	Unit Price	Ext. Price
024193	DEMO TYPC	Demolition: Remove Storm Inlet	2	Each	650.00	1,300.00
024193	DEMOasph	Demolition: Saw Cut & Remove Asphalt for Open Cut	8	Cu. Yd.	177.84	1,422.70
024193	DEMOASPH1	Demolition: Saw Cut & Remove Concrete Sidewalk	60	CY	54.61	3,276.75
024193	DEMORCP	Demolition: Remove ST Piping	420	LF	17.00	7,140.00
					Division Total:	13,139.45

Division: 030000 CONCRETE

Section	Code	Item Description	Quantity	Unit	Unit Price	Ext. Price
031133	CONC	Concrete Sidewalk - 4"	60	CY	57.00	3,420.00
					Division Total:	3,420.00

Division: 330000 UTILITIES

Section	Code	Item Description	Quantity	Unit	Unit Price	Ext. Price

Attachment: Balcksands Grp-Alta-10th-Bid (4375 : Award of Alta Drive and 10Th Street Emergency Stormwater Repair)

334113	24ADS	24" ADS (installation only)	420	LF	47.00	19,740.00
334113	STFTT	Storm Fittings	1	LS	516.25	516.25
334913	TYPJ	JUNCTION BOX FDOT TYPE7 (48" diameter)	1	Each	6,136.30	6,136.30
334943	TYPC	Type C Inlet (0-6') S-2	1	Each	6,896.47	6,896.47
334943	TYPC	Type C Inlet (0-6') S-1	1	Each	5,707.66	5,707.66
					Division Total:	38,996.68
					Total Price	$67,351.13

Exclusions: NO Restoration of sod, sidewalk, asphalt, or concrete.
Use of city resources for MOT and hauling and cleaning will keep costs down.

Offered By:

Signature:
Name (print): Allison R Worsham
Title: Director of Operations
Company: Black Sands Development Group, PLLC
Date: 11/29/2023

Accepted By:

Signature:
Name (print):
Title:
Company:
Date:

Attachment: Balcksands Grp-Alta-10th-Bid (4375 : Award of Alta Drive and 10Th Street Emergency Stormwater Repair)

The City of Holly Hill

Antoine Khoury <akhoury@hollyhillfl.org>

Alta Dr and 10th Street Stormwater Pipe Replacement

3 messages

Antoine Khoury <akhoury@hollyhillfl.org> Fri, Dec 8, 2023 at 9:41 AM
To: Raymond Rogers <raymond@danusutilities.com>

Hello Raymond, the city has a small project to replace a rusted CMP with an ADS pipe.
The pipe is here at the yard with lubricating grease at the PW yard within 300 feet from the site.
Please let me know if you have any questions and if you are not interested in bidding just respond to my email with no interest in bidding for this job.

--
Antoine Khoury PE
City Engineer/Public Works Director
City of Holly Hill
453 LPGA Blvd
Holly Hill, FL 32117
386-248-9463 office
akhoury@hollyhillfl.org

Alta Dr and 10th Street Bid SPD.xlsx
12K

Antoine Khoury <akhoury@hollyhillfl.org> Thu, Dec 28, 2023 at 8:28 AM
To: Raymond Rogers <raymond@danusutilities.com>

Hello Raymond, are going to submit a bid, I need it by Friday 12-29-2023 if you are.
[Quoted text hidden]

Alta Dr and 10th Street Bid SPD.xlsx
12K

Raymond Rogers <raymond@danusutilities.com> Thu, Dec 28, 2023 at 9:55 AM
To: Antoine Khoury <akhoury@hollyhillfl.org>

Antoine

Thank you for the invitation to bid this. At this time we will have to pass on this one.

Raymond Rogers
Danus Utilities Inc
386-882-6200

On Dec 28, 2023, at 8:28 AM, Antoine Khoury <akhoury@hollyhillfl.org> wrote:

[Quoted text hidden]

Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. The City of Holly Hill's policy does not differentiate between personal and business emails. This means email messages, including your e-mail

Attachment: Danus-No bid-Email-Alta Dr and 10th Street Stormwater Pipe Replacement (4375 : Award of Alta Drive and 10Th Street Emergency

address and any attachments and information we receive online might be disclosed to any person or media making a public records request. E-mail sent on the City system will be considered public and will only be withheld from disclosure if deemed confidential or exempt pursuant to State Law. If you are an individual whose identifying information is exempt under 119.071, Florida Statutes, please so indicate in your email or other communication. If you have any questions about the Florida public records law refer to Chapter 119 Florida Statutes.

<Alta Dr and 10th Street Bid SPD.xlsx>

Attachment: Danus-No bid-Email-Alta Dr and 10th Street Stormwater Pipe Replacement (4375 : Award of Alta Drive and 10Th Street Emergency

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **January 9, 2024**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City of Holly Hill, Florida, Approving the Piggyback of City of Daytona Beach Contract #19632, Awarding an Agreement with Raftelis Financial Consultants, Inc., to Provide a Utility Rate Study for the City of Holly Hill at a Cost of $45,600 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2024-R-3**
APPLICANT:
PLANNER:

DISCUSSION:

The City Utility performs a rate sufficiency analysis report every five (5) years. The analysis is necessary to ensure appropriate utility funding levels for operations, renewal and replacement of equipment and as well as future potential debt issuance to financing large capital projects are acceptable to maintain resilient services. The last study was performed by Stantec in Fiscal Year 2019 and 2020. This Rate Study would also look at the rate structure that the City currently has in place. Having a satisfactory Utility Rate Study gives the local government information to better manage the financial operation and ensure costs are equitably applied to the user consumers.

In order to successfully update the Water & Sewer Fees, a Utility Rate Study must be conducted to calculate the allowable fees that will recover departmental costs, capital infrastructure improvements needed system wide and all current and future debt service. Raftelis Financial Consultants, Inc., can accomplish these services and currently have an agreement with the City of Daytona Beach, Florida for ongoing utility rate and management consulting services. City staff recommend that Commission approve the piggyback of this agreement as the larger City provides a beneficial rate.

The scope of services to be performed by Raftelis is estimated to cost $45,600 as described in Attachment A of their proposal. Projects of this type are generally anticipated to be completed within one hundred and eighty (180) days from receipt of the authorization to proceed. The proposal from Raftelis Financial Consultants, Inc and City of Daytona Beach agreement 19632 are included under “Exhibit A”.

City of Holly Hill Purchasing Policy Manual

Policy 2.39 Other Government Entities’ Contracts.

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

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

FISCAL ANALYSIS:

The funding will be provided by the Water and Sewer Fund from the following budgets:

400-3010-533.31-01 $22,800.00
400-3020-535.31-01 $22,800.00

STAFF RECOMMENDATION:

Approve the piggybacking of City of Daytona Beach contract #19632, award an agreement with Raftelis Financial Consultants, Inc., to provide a Utility Rate Study for the City of Holly Hill at a cost of $45,600 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.

MOTION:

APPROVE THE PIGGYBACKING OF CITY OF DAYTONA BEACH CONTRACT #19632, AWARDING AN AGREEMENT WITH RAFTELIS FINANCIAL CONSULTANTS, INC., TO PROVIDE A UTILITY RATE STUDY FOR THE CITY OF HOLLY HILL AT A COST OF $45,600 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A - Raftelis Proposal and CODB Agreement (PDF)

Resolution No. 2024-3

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF CITY OF DAYTONA BEACH CONTRACT #19632, AWARDING AN AGREEMENT WITH RAFTELIS FINANCIAL CONSULTANTS, INC., TO PROVIDE A UTILITY RATE STUDY FOR THE CITY OF HOLLY HILL AT A COST OF $45,600 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF CITY OF DAYTONA BEACH CONTRACT #19632, AWARDING AN AGREEMENT WITH RAFTELIS FINANCIAL CONSULTANTS, INC., TO PROVIDE A UTILITY RATE STUDY FOR THE CITY OF HOLLY HILL AT A COST OF $45,600 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a Utility Rate Study is necessary to ensure appropriate utility funding levels for operations, renewal and replacement of equipment and capital projects; and

WHEREAS, the Raftelis Financial Consultants, Inc., can accomplish these services and have a current agreement with the City of Daytona Beach to provide ongoing utility rate and management consulting services; and

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

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

WHEREAS, the City has determined that in this circumstance, piggybacking onto an agreement between Raftelis Financial Consultants, Inc., is the most economically advantageous way to procure these services.

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

SECTION 1. That the City Commission of the City of Holly Hill approve the piggybacking of City of Daytona Beach Contract #19632.

SECTION 2. That the City Commission of the City of Holly Hill approve the award of an agreement with Raftelis Financial Consultants, Inc., to provide a Utility Rate Study at a cost of $45,600 and authorize the City Manager to execute the same.

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 9th day of JANUARY, 2024.

RAFTELIS

November 13, 2023

Josef Grusauskas
Deputy Public Works Director
City of Holly Hill
453 LPGA Boulevard
Holly Hill, Florida 32117

Subject: Task Authorization to Provide Water and Wastewater Utility Revenue Sufficiency Study

Dear Mr. Grusauskas:

Raftelis Financial Consultants, Inc. ("Raftelis") is pleased to provide this task authorization to the City of Holly Hill (the "City" or "Client") to provide utility rate and financial consulting services on behalf of the City's Utility Department (the "Utility Department"). Based on our discussions, Raftelis will perform a revenue sufficiency study for the water and wastewater systems. This Task Authorization is pursuant to the terms and conditions of the City of Daytona Beach General Services Contract No. 19632, dated March 4, 2020 between the City of Daytona Beach and Raftelis (the "Piggyback Agreement") that provides for ongoing utility rate and management consulting services. A copy of the Piggyback Agreement is attached as Attachment D. Based on our understanding of the needs of the City, we propose the following:

SCOPE OF SERVICES

The scope of services to be performed by Raftelis is included in Attachment A. Projects of this type are generally anticipated to be completed within one hundred and eighty (180) days from receipt of the authorization to proceed.

PROJECT TEAM AND BILLING RATES

With respect to the performance of this engagement, Mr. Henry L. Thomas will be the Project Director and Shawn A. Ocasio will be the Project Manager and primary contact with the City. Other staff consultants, analysts and administrative personnel will be utilized during the engagement as needed. The services covered by this Task Authorization shall be billed based on the direct labor rates set out in Attachment B.

COMPENSATION AND BILLING

Based on the Scope of Services as summarized herein in Attachment A and the direct hourly labor billing rates as identified on Attachment B, we propose to establish a not-to-exceed contract budget of $45,600 to provide consulting services associated with the performance of the Water and Wastewater Utility Revenue Sufficiency Study. Attachment C provides a detailed breakdown of the proposed budget by task.

This project budget amount includes the direct cost of personnel anticipated to be assigned to the project as well as any other direct costs such as travel, telephone, and copying, printing and shipping charges. The costs incurred by Raftelis for such other direct costs, if any, will be billed to the City based on the standard unit costs or reimbursement schedule as reflected on Attachment B. It is proposed that Raftelis will bill monthly for services relative to this engagement based on the hourly amount of time spent by the project team members, the other direct costs incurred and the pass-through of any sub-consulting costs that may be required for the engagement. No additional services above the cost estimate will be performed without the prior written authorization of the City.

341 N. Maitland Avenue, Suite 300
Maitland, FL 32751
www.raftelis.com

Attachment: Exhibit A - Raftelis Proposal and CODB Agreement (2024-R-3 : Utility Rate Study)

TERM OF AGREEMENT

The terms of this proposed agreement and the associated direct hourly labor billing rates for Raftelis personnel shall be in effect and continue for twelve (12) months after the date of execution of this agreement.

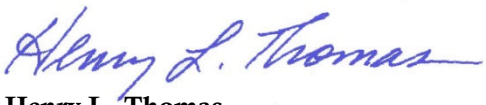
TERMS AND CONDITIONS

Standard terms and conditions, that are made part of this Task Authorization, are set forth in Attachment D.

We appreciate the opportunity to submit this Task Authorization to the City to provide utility consulting services on behalf of the City's Utility Department. Upon execution of this Authorization, please return a signed copy to Raftelis along with an executed purchase order which we will then take as our notice to proceed.

We appreciate the opportunity to be of service to the City.

Sincerely,



Henry L. Thomas
Vice President
407-628-2600
hthomas@raftelis.com

Accepted By:

City of Holly Hill

_____
Name

_____
Title Date

Attachment: Exhibit A - Raftelis Proposal and CODB Agreement (2024-R-3 : Utility Rate Study)

ATTACHMENT A
CITY OF HOLLY HILL, FLORIDA
WATER AND WASTEWATER UTILITY REVENUE SUFFICIENCY STUDY

SCOPE OF SERVICES

The scope of service to be performed by Raftelis is related to the preparation of a water and wastewater utility revenue sufficiency study. The study will include updating the City's financial forecast in order to project Water and Wastewater System financial operations over the five-year period beginning with the fiscal year ending September 30, 2024. The activities associated with the Water and Wastewater Utility Revenue Study are summarized below by major task:

1. *Data Request, Data Gathering, and Project Kickoff Call* – Raftelis will prepare a written data request for the collection of financial, customer billing, operating, engineering, and planning data necessary to conduct the annual rate review. Information requested will include, but is not limited to, financial statements, existing rate schedules, operating budgets and capital work plans, existing debt service schedules, and customer billing data. The initial data request will be as comprehensive as possible; however, based on review the City's initial response it is contemplated that follow up data requests will be required during the course of the review. Once the City has responded to the initial data request, the data provided will be reviewed and incorporated into the City's utility rate and financial planning model. Raftelis will also attend, via virtual conference call, a working group teleconference call in order to discuss study objectives, concerns and goals for the study.

2. *Customer, Sales, and Revenue Forecast* – Raftelis will prepare a forecast of customer and usage requirements based on customer account and sales information provided by the City. This task will include review of the most recent historical customer and usage statistics by rate classification and development of a forecast of customers and sales based on the best available information about future growth. This task also includes preparing a summary profile of billing determinants to be included in the financial forecast. The first step of this task will be to work with City staff to specify the billing data to be provided. Once the customer billing data is provided it will be summarized and assembled for use in the financial forecast model and rate sufficiency review. A forecast of utility rate revenue will be developed based on historical revenue trends, the City's budget, and applying the currently adopted rates to the customer and sales forecast and summary profile of water and wastewater billing determinants.

3. *Review of Capital Improvements Program* – This task will involve the development of a capital finance plan to identify the funding sources for the City's Water and Wastewater System Five Year Capital Improvements Program (CIP). In addition to reviewing the City's current CIP, this activity will also include identification of available funding sources and fund balances and development of an updated capital funding strategy based on project timing and proposed funding sources.

4. *Development of Projected Revenue Requirements* – Raftelis will prepare a five-year financial forecast and revenue requirements analysis based on the City's adopted FY 2024 and Operating Budget and Capital Improvement Program. This task will include analysis of operations and maintenance expenses, capital expenditures and funding criteria, and other non-operating costs such as debt service, renewal and replacement funding requirements and general fund transfers. This task will also include the development of a forecast of revenues and income including utility rate revenues, other operating revenues from miscellaneous service charges and other income such as interest income on fund balances. The forecast of utility rate revenue will be based on applying the currently adopted rates to the customer and sales forecast and profile of water and wastewater billing determinants described in Task 2. The final step in this task will be to compare the projected revenues from existing rates with the projected revenue requirements in order to estimate the adequacy of current and future rate levels. Based on this summary of the adequacy of rates, Raftelis will

Attachment: Exhibit A - Raftelis Proposal and CODB Agreement (2024-R-3 : Utility Rate Study)

recommend overall Water and Wastewater System rate adjustments in conjunction with the City staff. Raftelis will attend one (1) on site and one (1) virtual meeting with City staff to review and discuss study assumptions, results, and recommendations.

5. *Develop Proposed Water and Wastewater Rates* – Raftelis will recommend proposed monthly rates for Water and Wastewater Service including monthly base charges and metered usage charges based on the proposed rate adjustments associated with the costs of providing service identified in Task 4. This task will include a comparison of existing and proposed rates with the rates of neighboring utilities.

6. *Present Study Results* – Raftelis will attend one (1) on site meeting to present the results of the Water and Wastewater Utility Revenue Sufficiency Study to the City Commission. This task will also include preparation of a briefing document and letter report to summarize the study results.

LIST OF DELIVERABLES

The deliverables to be provided in this engagement include the following items:

- Data Request
- Five Year Financial Forecast
- Proposed Water and Wastewater Rates
- Rate Comparison with Other Jurisdictions
- Briefing Document to Summarize the Study
- Letter Report Summarizing Study

ADDITIONAL SERVICES

During the course of the study, the Client may request additional services from Raftelis. Such services may include: 1) assisting in the gathering of detailed billing information; 2) developing cost of service rate designs options in addition to across the board rate increases already contemplated; 3) significantly updating the financial analysis with revised assumptions after the City's review and subsequent to completion of the draft letter report; 4) preparing documentation associated with future debt issuance; 5) project delays that require updated analyses that are not the fault of Raftelis; and 6) additional meetings above the two (2) virtual and two (2) onsite meeting included in this scope of services. The Client will be billed for such additional services based on the direct labor rates as set forth herein and any direct out of pocket expenses associated with such additional work.

Attachment: Exhibit A - Raftelis Proposal and CODB Agreement (2024-R-3 : Utility Rate Study)

ATTACHMENT B

RAFTELIS FINANCIAL CONSULTANTS, INC.

SCHEDULE OF DIRECT LABOR HOURLY BILLING RATES AND STANDARD COST RATES

DIRECT LABOR HOURLY RATES

Project Team Title	Direct Labor Hourly Rates [*]
Principal	$269.00
Associate	$226.00
Senior Consultant	$145.00
Consultant	$123.00
Rate Analyst	$ 96.00
Administrative	$ 75.00

[*] Direct labor hourly rates effective twelve months after the date of execution of the Agreement; rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after each anniversary date of each year thereafter until project completion or termination of the Agreement between the parties

STANDARD COST RATES

Expense Description	Standard Rates
Mileage Allowance – Personal Car Use Only	IRS Standard Mileage Rate
Reproduction (Black and White) (In-house)	$0.05 per Page
Reproduction (Color) (In-house)	$0.25 per Page
Reproduction (Contracted)	Actual Cost
Computer Time	$0.00 per Hour
Telephone Charges	Actual Cost
Delivery Charges	Actual Cost
Lodging / Other Travel Costs	Actual Cost
Meals – per Employee	Standard per diem rates as established by Florida Statutes 112.061 for Class C travel for breakfast, lunch, and dinner
Subconsultant Services	Actual Cost
Other Costs for Services Rendered	Actual Cost

(Remainder of page intentionally left blank)

Attachment: Exhibit A - Raftelis Proposal and CODB Agreement (2024-R-3 : Utility Rate Study)

Attachment C
City of Holly Hill, Florida

Project Cost Estimate for Water and Wastewater Utility Revenue Sufficiency Study

Line No.		Project Director / Principal	Project Manager / Associate	Associate Consultant / Rate Analyst	Clerical and Administration	Totals
	Project Billing Rates ($/Hr.)	$269.00	$226.00	$96.00	$75.00	
1	Task 1 - Data Request and Data Gathering	1	8	8	0	17
2	Project Kickoff Call / Virtual Meeting	1	2	1	0	4
3	Task 2 - Customer, Sales, and Revenue Forecast	1	12	24	0	37
4	Task 3 - Review of Capital Improvements Program	2	8	16	0	26
	Task 4 - Development of Projected Revenue Requirements					
5	Projection of Operating and Maintenance Expenses	1	8	16	0	25
6	Existing and Proposed Debt Service Analysis	1	8	12	0	21
7	Projection of Other Operating Revenues	1	4	8	0	13
8	Projection of Other Revenue Requirements	1	4	8	0	13
9	Review Adequacy of Existing Rates	2	4	8	0	14
10	Debt Service Coverage Compliance Review	1	6	12	0	19
11	One (1) Onsite Meeting to Review Preliminary Results	5	5	0	0	10
12	One (1) Virtual Meeting to Review Revised Results	1	1	1	0	3
	Task 5 - Develop Proposed Water and Wastewater Rates					
13	Develop Proposed Water and Wastewater Rates	1	2	4	0	7
14	Preparation of Rate Comparison	0	1	8	0	9
	Task 6 - Present Study Results					
15	Preparation of Presentation Briefing Documents	1	4	8	0	13
16	Preparation of Letter Report	2	12	4	8	26
17	Presentation to City Commission	6	6	0	0	12
18	Project Management	2	8	0	2	12
19	Total Hours	30	103	138	10	281
20	Direct Labor Cost	$8,070	$23,278	$13,248	$750	$45,346
	Allowance for Indirect Costs					
21	Miscellaneous (Phone\Postage\Reproduction\Other)					$54
22	Travel Expenses (Car Rental, Gas, Tolls, etc.)					200
23	Total Allowance for Indirect Costs					$254
24	**Total Project Cost (Rounded)**					**$45,600**

Attachment: Exhibit A - Raftelis Proposal and CODB Agreement (2024-R-3 : Utility Rate Study)

ATTACHMENT D

THE CITY OF DAYTONA BEACH
OFFICE OF THE PURCHASING AGENT

Post Office Box 2451
Daytona Beach, Florida 32115-2451

Phone (386) 671-8080
Fax (386) 671-8085

January 18, 2023

CONTRACT RENEWAL
RATE, FINANCIAL, AND MANAGEMENT CONSULTING SERVICES-RFP 19632

Raftelis Financial Consultants, Inc, is currently providing rate, financial, and management consulting services to the City of Daytona Beach under an agreement entered into by the two parties. Section 8 of the contract allows the City the option to renew for up to 3 additional one-year terms by providing the Contractor written notice at least 60 days before the end of the current term.

The subject Contract is hereby changed as follows:

The City of Daytona Beach desires to exercise the second of three renewal options to have these services continued by Raftelis Financial Consultants for the period effective March 4, 2023, through March 3, 2024.

Per Section 3. Fee(s):
At renewal, the direct labor hourly rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after renewal until project completion or termination of the Agreement between the parties. Adjusted hourly rates are hereby attached as Exhibit B-1.

All other terms and conditions remain unchanged.

THE CITY OF DAYTONA BEACH

Deric C. Feacher, City Manager

1-23-23
Date

C: Shannon Ponitz Director of Utilities
Eric Smith, Deputy Director of Utilities

Attachment: Exhibit A - Raftelis Proposal and CODB Agreement (2024-R-3 : Utility Rate Study)

ATTACHMENT D

Exhibit B-1

City of Daytona Beach, FL

March 4, 2023 Requested Hourly Rate Increases

Line No.		Current Hourly Rate	Maximum Adjustment Allowed [1]	Maximum Hourly Rate (3/4/2023)	Requested Hourly Rate (3/4/2023)
1	Principal	$250.00	7.7%	$269.25	$269.00
2	Associate	$210.00	7.7%	$226.17	$226.00
3	Managing Consultant	$195.00	7.7%	$210.02	$210.00
4	Principal Consultant	$175.00	7.7%	$188.48	$188.00
5	Supervising Consultant	$155.00	7.7%	$166.94	$166.00
6	Senior Consultant	$135.00	7.7%	$145.40	$145.00
7	Rate Consultant	$125.00	7.7%	$134.63	$134.00
8	Consultant	$115.00	7.7%	$123.86	$123.00
9	Senior Rate Analyst	$105.00	7.7%	$113.09	$113.00
10	Rate Analyst	$90.00	7.7%	$96.93	$96.00
11	Analyst	$75.00	7.7%	$80.78	$80.00
12	Assistant Analyst	$60.00	7.7%	$64.62	$64.00
13	Clerical and Administration	$70.00	7.7%	$75.39	$75.00

[1] Based on CPI-U from October 2021 to October 2022.

Attachment: Exhibit A - Raftelis Proposal and CODB Agreement (2024-R-3 : Utility Rate Study)

ATTACHMENT D

THE CITY OF DAYTONA BEACH
OFFICE OF THE PURCHASING AGENT

Post Office Box 2451
Daytona Beach, Florida 32115-2451

Phone (386) 671-8080
Fax (386) 671-8085

RENEWAL OF CONTRACT

October 19, 2021

EMAIL
rsmith@raftelis.com
rori@raftelis.com

Raftelis Financial Consultants, Inc
Ryan Smith, Manager
341 North Maitland Avenue, Suite 300
Maitland, FL 32751
Ph: 407-628-2600

Re: Renewal of Utilities Rate, Financial, and Management Consulting Services

Dear Ryan:

Raftelis Financial Consultants, Inc is currently providing Utilities rate, financial, and management consulting services to the City of Daytona Beach under an agreement entered into by the two parties by the above referenced bid. Section 8 of the contract allows the City the option to renew for up to 3 additional one year terms by providing the Contractor written notice at least 60 days before the end of the current term.

The City of Daytona Beach desires to exercise the first of three renewal options to have this service continued by Raftelis Financial Consultants, Inc. for the period effective 3/4/2021 through 3/3/2022 under the same terms and conditions.

THE CITY OF DAYTONA BEACH

Deric C. Feacher, City Manager

10-20-21
Date

Attachment: Exhibit A - Raftelis Proposal and CODB Agreement (2024-R-3 : Utility Rate Study)

423/1

GENERAL SERVICES CONTRACT
CONTRACT NO. 19632

THE PARTIES TO THIS CONTRACT are the City of Daytona Beach, a Florida municipal corporation (the "City"), and Raftelis Financial Consultants, Inc., a Foreign for Profit Corporation registered with the State of Florida with its principal office located in Charlotte, NC (the "Consultant").

In consideration of the mutual covenants herein contained, the Parties agree as follows:

Section 1. Scope of Services.

Consultant will provide rate, financial, and management consulting services as further described in Exhibit A, attached hereto and incorporated herein, to the City from time to time at the direction of the City during the Term of this Contract (the "scope of services").

Section 2. Work Authorization.

The project specific scope of services to be performed by the Consultant will be established by individual or separate work authorizations as approved by the City that delineates, among other things, the services to be performed by the Consultant, the cost to be invoiced by the Consultant for such services, and the schedule for completion of the scope of services. The work authorizations will be subject to scope definition and determination of the level of effort on a task-by-task basis.

During the term of this Contract, the City may, at its sole discretion, obtain said services from third parties in accordance with applicable law. In such an event, it is understood that the relationship between the Consultant and the City under this Contract shall be considered as neither barring Consultant from, nor granting special consideration to, the Consultant in the selection process for a consultant to provide such additional services.

Each task to be performed under this Contract shall be assigned to the Consultant by the City for accomplishment by a separate work authorization. For each task, the City shall request the Consultant to develop a scope of services and an estimate of cost, for review, revision and/or approval of the City. The format of the proposal from the consultant will refer to the contract number, the work authorization number, and state that acceptance of the proposal will be by issuance of a city purchase order. Upon mutual agreement of the scope of services, schedule for completion, and cost and basis of billing (lump sum or fixed fee or not-to-exceed price), the City shall issue a Purchase Order for each assigned work authorization.

Section 3. Fee(s).

(a) For the services provided by Consultant pursuant to this Contract, the City will pay Consultant a i) lump sum or fixed fee basis with payments made on a percent of completion basis; or ii) a not-to-exceed price which shall be based on the Direct Labor Rate and Standard Reimbursable Expense Schedule attached hereto as Exhibit B.

Attachment: Exhibit A - Raftelis Proposal and CODB Agreement (2024-R-3 : Utility Rate Study)

Except for any reimbursable expenses as specifically delineated on Exhibit B, Consultant will be solely responsible for all of costs Consultant incurs in meeting its obligations herein.

(b) At renewal, the direct labor hourly rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after renewal until project completion or termination of the Agreement between the parties.

Section 4. Billing; Manner of Payment.

In addition to requirements for payment established by applicable federal, state, or local law including the City Code, payment terms are as follows:

(a) Unless provided otherwise herein, the City will pay 30 days after receipt of a valid invoice or receipt of goods or services, whichever is later.

(b) In order to be considered to be valid, an invoice must include all information that the City needs to verify the accuracy of the invoice and the amount of payment due based on the specific requirements of this Contract, such as where partial payments are based upon completion of specific tasks or a portion of the Scope of Services on a percent completion basis if a fixed or lump sum contract basis, or where payments are based on the Direct Labor Rate and Standard Reimbursable Expense Schedule delineated on Exhibit B. In addition, for the payment of reimbursable expenses associated with the performance of the scope of services as contained in the assigned work authorization, the invoice for such expenses will not be valid unless sufficient documentation is provided to the City by Consultant to verify that such expenses were incurred and that other conditions have been met.

(c) If an invoice submitted by Consultant is not valid, within 30 days after receipt the City will provide notice to the Consultant identifying the deficiencies.

Section 5. Standard of Performance.

Consultant's services will at a minimum meet the level care and skill ordinarily used by members of Consultant's profession performing the type of services provided herein within the State of Florida.

Section 6. Relationship between Parties.

This Contract does not create an employee-employer relationship between the City and Consultant. Consultant is an independent Consultant of the City and will be in control of the means and the method in which the requested work is performed. As an independent Consultant, Consultant will be solely responsible for payment of all federal, state and local income tax, and self-employment taxes, arising from this Contract; and Consultant agrees to indemnify and hold harmless the City from any obligations relating to such taxes. The

Attachment: Exhibit A - Raftelis Proposal and CODB Agreement (2024-R-3 : Utility Rate Study)

City will not make deductions from payments due, for such taxes, or for social security, unemployment insurance, worker's compensation, or other employment or payroll taxes.

Section 7. Documents and Records.

(a) All data, reports, estimates, and other materials furnished, prepared or executed by Consultant during the term of and in accordance with the provisions of this Contract will be the property of the City and delivered to the City upon demand or, if no demand has previously been made, upon completion of the particular work authorization for which such materials were prepared, executed, or otherwise required. This provision will not apply to Consultant proprietary computer software relied upon or developed by the Consultant to perform the scope of services as delineated in a work authorization unless specifically documented and provided for in the work authorization as agreed to by the parties.

(b) Public Records

(1) To the extent applicable, Consultant will comply with the requirements of Florida Statutes Section 119.0701, which include the following:

A) Keeping and maintaining public records that the City requires for performance of the service provided herein.

B) Upon the request of the City Clerk of the City, (i) providing the City Clerk with a copy of requested public records; or (ii) allowing inspection or copying of the records, within a reasonable time after receipt of the City Clerk's request, at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.

C) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law until completion of this Contract, and following such completion if Consultant fails to transfer such records to the City.

D) Upon completion of this Contract, keep and maintain public records required by the City to perform the service. Consultant will 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 City's information technology systems.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONSULTANT MUST CONTACT THE CITY CLERK, WHOSE CONTACT INFORMATION IS AS FOLLOWS:

Attachment: Exhibit A - Raftelis Proposal and CODB Agreement (2024-R-3 : Utility Rate Study)

Phone: 386 671-8023
Email: clerk@codb.us
Address: 301 S. Ridgewood Avenue
Daytona Beach, FL 32114

(2) Nothing herein will be deemed to waive Consultant's obligation to comply with Section 119.0701(3)(a), Florida Statutes, as amended by Chapter 2016-20, Laws of Florida (2016).

Section 8. Effective Date and Term.

The Effective Date of this Contract is the date on which the last Party signs it. The Term of this Contract is two (2) years, commencing on the Effective Date. The City will have the option to renew this Contract for up to three (3) additional terms of one (1) year each, by providing Consultant written notice at least sixty (60) days before the end of the current Term.

If this Contract specifically provides that some or all of Consultant's services will be required only after issuance of a City work authorization, any work authorizations previously issued by the City will remain in effect after the expiration of this Contract unless the City terminates this Contract due to Consultant's material breach after notifying Consultant to suspend such services as provided below.

Section 9. Termination.

(a) The City may by written notice to Consultant terminate this Contract, in whole or in part, at any time, either for the City's convenience or because of the failure of the Consultant to fulfill its contractual obligations.

(1) Before terminating for convenience, City must provide Consultant at least thirty (30) day's advance notice of termination. This Contract will terminate automatically and without need for further notice upon the expiration of the notice period.

(2) Before terminating due to Consultant's material breach of its contractual obligations, City must provide Consultant prior written notice, specifying the breach and demanding Consultant remedy the breach within ten (10) business days of the notice, or within such longer period as may be reasonably required if the nature of the breach is that it cannot be remedied within ten (10) business days of notice. This Contract will terminate automatically and without need for further notice if Consultant fails to remedy the material breach within the period described in the City's notice of breach.

In either instance described above, upon termination Consultant will immediately discontinue all services affected, unless the notice directs otherwise, and deliver to the City all data, estimates, reports, , and any and all such other information and materials of whatever type or nature as may have been accumulated by Consultant in performing this Contract, whether completed or in process.

Attachment: Exhibit A - Raftelis Proposal and CODB Agreement (2024-R-3 : Utility Rate Study)

(b) If the termination is for convenience, Consultant will be paid compensation for authorized services performed to the date of termination. If termination is due solely to Consultant's material breach, the City reserves all rights and remedies it may have under law due to such breach. Among other things, the City may take over the work and prosecute the same to completion by other agreements or otherwise; and in such case, the Consultant will be liable to the City for all reasonable additional costs occasioned to the City thereby.

(c) If after notice of termination for the Consultant's failure to fulfill contractual obligations it is judicially determined by a court of law that the Consultant had not so failed, the termination will be conclusively deemed to have been affected for the City's convenience. In such event, adjustment in payment to Consultant will be made as provided in subsection (b) of this Section for a termination for convenience.

(d) The rights and remedies of City provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Contract.

Section 10. Suspension of Services.

If the notice of material breach issued by the City pursuant to the preceding Section so directs, Consultant will suspend services immediately upon receipt thereof, other than the work required to remedy the material breach.

Section 11. Indemnification.

The Consultant hereby indemnifies and holds harmless the City from and against, all liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, arising out of or resulting from the services performed provided that the liabilities, damages, losses, and costs are caused in whole or in part by any negligence, recklessness, or intentional wrongful misconduct of the Consultant, any subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this agreement or otherwise.

Section 12. Insurance.

Consultant will provide and maintain at Consultant's own expense, insurance of the kinds of coverage and in the amounts set forth in this Section. All such insurance will be primary and non-contributory with the City's own insurance. In the event any request for the performance of services presents exposures to the City not covered by the requirements set forth below, the City reserves the right to add insurance requirements that will cover such an exposure.

(Remainder of page intentionally left blank)

Attachment: Exhibit A - Raftelis Proposal and CODB Agreement (2024-R-3 : Utility Rate Study)

(a) Coverage and Amounts.

(1) **Workers Compensation Insurance** as required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of Consultant, employed at the site of the service or in any way connected with the work, which is the subject of this service. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than $500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage.

(2) **Liability Insurance**, including (i) **Commercial General Liability** coverage for operations, independent Consultants, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring Consultant and any other interests, including but not limited to any associated or subsidiary companies involved in the work; and (ii) **Automobile Liability Insurance**, which will insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the Consultant in the performance of this Contract.

THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY WILL NAME THE City AS AN ADDITIONAL INSURED. The limit of liability for each policy will be a combined single limit for bodily injury and property damage of no less than $1,000,000 per occurrence. If insurance is provided with a general aggregate, then the aggregate will be in an amount of no less than $2,000,000. The Risk Manager for the City may authorize lower liability limits for the automobile policy only, at the Risk Manager's sole discretion.

(3) Professional Liability Insurance, insuring CONSULTANT and other interests, including, but not limited to, any associated or subsidiary companies involved in the work, for errors or omissions in the performance of professional services to be rendered pursuant to this Contract. The limit of liability will be no less than $1,000,000.

(Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date equal to at least the first date of this agreement and with a two-year reporting tail beyond the annual expiration date of the policy).

Unless specifically waived hereafter in writing by the Risk Manager, Contractor agrees that the insurer shall waive its rights of subrogation, if any, against the City on each of the above listed insurance coverages.

(b) **Proof of Insurance.** Consultant will furnish proof of insurance acceptable to the City prior to or at the time of execution of this Contract. Consultant will not commence work until all proof of such insurance has been filed with and approved by the City. Consultant will furnish evidence of all required insurance in the form of certificates

Attachment: Exhibit A - Raftelis Proposal and CODB Agreement (2024-R-3 : Utility Rate Study)

of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, and the expiration dates.

If requested by the City, Consultant will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the City.

(c) **Cancellation; Replacement Required.** Consultant will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the City. If a required policy is canceled without Consultant's prior knowledge Consultant will immediately notify the City immediately upon becoming aware that a required insurance coverage has been canceled for any reason, and promptly replace the canceled policy. The City expressly reserves the right or replace the canceled policy at Consultant's expense if Consultant fails to do so.

(d) **Termination of Insurance.** Consultant may not cancel the insurance required by this Contract until the work is completed, accepted by the City and Consultant has received written notification from the Risk Management Division of the City that Consultant may cancel the insurance required by this Contract and the date upon which the insurance may be canceled. The Risk Management Division of the City will provide such written notification at the request of Consultant if the request is made no earlier than two weeks before the work is to be completed.

(e) **Liabilities Unaffected**. Consultant's liabilities under this Contract will survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Similarly, Consultant's liabilities under this Contract will not be limited to the extent of by the existence of any exclusions or limitations in insurance coverages, or by Consultant's failure to obtain insurance coverage.

Consultant will not be relieved from responsibility to provide required insurance by any failure of the City to demand such coverage, or by City's approval of a policy submitted by Consultant that does not meet the requirements of this Contract.

(f) **Loss Deductible Clause**: The City shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Consultant or sub-contractor providing such insurance.

Section 13. Notice.

Unless otherwise expressly agreed herein, all notices, requests, and demands to or upon the Parties will be delivered by hand, delivered by a courier service, provided to a nationally recognized delivery service for overnight delivery, transmitted to a receiving fax machine followed by hard copy within two days, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

Attachment: Exhibit A - Raftelis Proposal and CODB Agreement (2024-R-3 : Utility Rate Study)

To the City:

James V. Chisholm, City Manager
City of Daytona Beach
301 S. Ridgewood Ave.
Daytona Beach, FL 32115
Fax: 386-671-8010
Email: ChisholmJames@CODB.us

To the Consultant:

Robert J. Ori, Executive Vice President
Raftelis Financial Consultants, Inc.
341 N. Maitland Ave., Suite 300
Maitland, FL 32751
Fax: 407-628-2610
Email: ROri@Raftelis.com

provided, however, that either Party may change the person or address designated for receipt of the Party's notices, by providing written notice to the other Party.

Section 14. Personnel.

Consultant will not replace the Project Director or the Project Manager included in the Consultant's response to the request for proposals without the City's prior written approval. Consultant represents that Consultant has or will secure at Consultant's own expense all personnel required in performing the services under this Contract. Such personnel will not be employees of or have any contractual relationship with the City.

All personnel engaged in the work will be fully qualified and will be authorized under state and local law to perform such services.

Section 15. City's Responsibilities.

The City agrees to make available for review and use by the Consultant, reports, studies, and data relating to the services required. The City will establish a project manager to meet periodically with the Consultant to facilitate coordination and ensure expeditious review of work product.

Section 16. Limitation on Waivers.

Neither the City's review, approval, or acceptance of, or payment for, any of the services provided by Consultant will be construed to operate as a waiver of the City's rights under this Contract. Consultant will be and always remain liable to the City in accordance with applicable law for any and all damages to the City caused by the Consultant's negligent or wrongful provision of any of the services furnished under this Contract.

Failure of the City to exercise any right or option arising out of a breach of this Contract will not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach. Furthermore, the failure of the City at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein will not be construed as a waiver or relinquishment of the City's right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time.

(Remainder of page intentionally left blank)

Attachment: Exhibit A - Raftelis Proposal and CODB Agreement (2024-R-3 : Utility Rate Study)

Section 17. Dispute Resolution.

If a dispute exists concerning this Contract, the Parties agree to use the following procedure prior to pursuing any judicial remedies.

(a) **Negotiations.** A Party will request in writing that a meeting be held between representatives of each Party within fourteen (14) calendar days of the request or such later date that the Parties may agree to. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. The purpose of this meeting is to negotiate in the matters constituting the dispute in good faith. The Parties may mutually agree in writing to waive this step and proceed directly to mediation as described below.

(b) **Non-Binding Mediation.** Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. Within thirty (30) days after the procedure described in Subsection (a) proves unsuccessful or the Parties mutually waive the subsection (a) procedure, the Parties will submit to a non-binding mediation. The mediation, at a minimum, will provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all Parties for the exchange of points of view and (iii) separate meetings between the mediator and each Party to the dispute for the formulation of resolution alternatives. The Parties will select a mediator trained in mediation skills and certified to mediate by the Florida Bar, to assist with resolution of the dispute. The Parties will act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in this Contract prevents the Parties from relying on the skills of a person who also is trained in the subject matter of the dispute or a contract interpretation expert. Each Party will attend will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization.

If the Parties fail to reach a resolution of the dispute through mediation, then the Parties are released to pursue any judicial remedies available to them.

Section 18. General Terms and Conditions.

(a) **Amendments.** Except as otherwise provided herein, no change or modification of this Contract will be valid unless the same is in writing and signed by both Parties.

(b) **Assignments and Subcontracting.** No assignment or subcontracting will be permitted without the City's written approval.

(c) **Compliance with Laws and Regulations.** In providing all services pursuant to this Contract, Consultant will abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those

Attachment: Exhibit A - Raftelis Proposal and CODB Agreement (2024-R-3 : Utility Rate Study)

now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations will constitute a material breach of this Contract and will entitle the City to terminate this Contract immediately upon delivery of written notice of termination to the Consultant.

(d) **Truth in Negotiations Certificate.** Consultant hereby certifies that the wages and other factual unit costs supporting the compensation herein are accurate, complete, and current at the time of this Contract.

(e) **No Third-Party Beneficiaries.** There are no third-party beneficiaries of Consultant's services under this Contract.

(f) **Contingency Fee.** Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(g) **Nondiscrimination.** Consultant will not discriminate against any employee or applicant for employment because of race, color, sex, or national origin. Consultant will take affirmative action to ensure that applicants are employed and that the employees are treated during employment without regard to their sex, race, creed, color, or national origin. Further, Consultant agrees to comply with all local, state, and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, Consultant agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable executive orders including, but not limited to, Executive Order No. 11246.

(h) **Principles in Construing Contract.** This Contract will be governed by and construed in accordance with the laws of the State of Florida. Captions and paragraph headings used herein are for convenience only, are not a part of this Contract and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Contract. The use of any gender herein will be deemed to be or include the other genders, and the use of the singular herein will be deemed to be or include the plural (and vice versa), wherever appropriate. If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding will only effect such word, phrase, clause, sentence or provision, and such finding will not affect the remaining portions of this Contract; this being the intent of the Parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.

(i) **Venue.** The exclusive venue for any litigation arising out of this Contract will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court.

Attachment: Exhibit A - Raftelis Proposal and CODB Agreement (2024-R-3 : Utility Rate Study)

(j) **Litigation Costs.** Except where specifically provided herein, in case of litigation between the Parties concerning this Contract, each party will bear all of its litigation costs, including attorney's fees.

(k) **Force Majeure**. A force majeure event is an act of God or of the public enemy, riots, civil commotion, war, acts of government or government immobility (whether federal, state, or local) fire, flood, epidemic, quarantine restriction, strike, freight embargo, or unusually severe weather; provided, however, that no event or occurrence will be deemed to be a force majeure event unless the failure to perform is beyond the control and without any fault or negligence of the Party charged with performing or that Party's officers, employees, or agents. Whenever this Contract imposes a deadline for performing upon a Party, the deadline will be extended by one day for each day that a Force Majeure event prevents the Party from performing; provided, however, that the Party charged with performing and claiming delay due to a Force Majeure event will promptly notify the other Party of the Event and will use its best efforts to minimize any resulting delay.

(l) **Jury Trial Waived.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

(m) **Authority to Bind Consultant.** The undersigned representative of Consultant represents and warrants the he or she is fully authorized to bind Consultant to the terms and conditions of this Contract.

(n) **Incorporation of RFP and Proposal.** The City's Request for Proposals 19632, and the Consultant's responsive proposal are incorporated herein by reference as Composite Exhibit C and will remain on file in the Office of the City Clerk. In case of conflicts between the RFP and Proposal, the RFP will govern. In case of conflicts between Composite Exhibit C and other provisions of this Contract, including Exhibits A and B, this Contract will govern.

(o) Integration. This Contract represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.

(Remainder of page intentionally left blank)

Attachment: Exhibit A - Raftelis Proposal and CODB Agreement (2024-R-3 : Utility Rate Study)

IN WITNESS WHEREOF, the Parties through their undersigned representatives have caused this Contract to be executed in duplicate original.

THE CITY OF DAYTONA BEACH, FLORIDA

By: _____
Derrick L. Henry, Mayor

Date: 2/4/20

RAFTELIS FINANCIAL CONSULTANTS, INC.

By: _____
Printed Name: Robert J. Ori
Title: Executive Vice President
Date: February 17, 2020

Attest: _____
Letitia LaMagna, City Clerk

Approved as to legal form:

By: _____
Robert Jagger, City Attorney

Attachment: Exhibit A - Raftelis Proposal and CODB Agreement (2024-R-3 : Utility Rate Study)

EXHIBIT A
SCOPE OF SERVICES

1.0 PURPOSE

The purpose of this General Services Contract is for the Consultant to provide a rate, financial, and management services for the utility and other divisions and municipal activities of the City as deemed necessary from time to time by the City.

The City desires to conduct a detailed cost of service and rate evaluation and other financial analyses and evaluations on behalf of the water, wastewater, reuse, stormwater, and solid waste enterprise funds or business activities (collectively, the "Enterprise Funds"). Additionally, the City desires to evaluate the rates, fees and charges, including impact fees, for its municipal services, which include but are not limited to, parks, recreation and cultural, public safety including police, fire and emergency medical services, planning, zoning and building services, public works, fleet maintenance, general governmental and other related services (the "Municipal Services"). As a result of increased development, aging infrastructure, system expansion, changes in customer demographics, and changes in the cost of providing municipal and utility services; the City is requesting the Consultant to assist in preparing comprehensive financial, rate, cost of service, and management evaluations for the Enterprise Funds and other Municipal Services to provide for the recovery of its costs to provide service to its stakeholders and to promote a strong financial position over the long-run.

2.0 SCOPE

The Consultant shall provide assistance in budgeting and forecasting, ratemaking, management accounting assistance, financing activities assistance, organizational and other financial analysis of the Enterprise Funds and Municipal Services. Tasks that would be encompassed in the scope of services may include, but not be limited to, the following services:

1. Review and redesign the potable water, wastewater and reuse rates, solid waste disposal and collection fees, stormwater fees, and fees in support of the Municipal Services as considered necessary based on cost of services and recovery principals.

2. Compile statistics and prepare projections of the Enterprise Funds and other municipal programs in support of the tasks provided, including number of customers served or requiring the services provided by the City, usage and generation rates, service utilization statistics, and other information necessary to provide planning and rate evaluation services.

Attachment: Exhibit A - Raftelis Proposal and CODB Agreement (2024-R-3 : Utility Rate Study)

3. Separately project annual revenue requirements for the Enterprise Funds and Municipal Services for planning and rate evaluation services.

4. Design rates and fees for service from the Enterprise Funds and for the Municipal Services to fund the identified revenue requirements or needs of the programs being evaluated.

5. Review and design appropriate fees for other miscellaneous services as provided by the Enterprise Funds or in support of the Municipal Services as considered necessary.

6. Investigate and develop potential wholesale water, wastewater and reclaimed water rates associated with the provision of such type of service.

7. Assist in the redesign of the four billing cycles used by the Enterprise Funds.

8. Review operations of the Enterprise Funds and of the Municipal Services to determine if additional services, charges and revenue enhancements are appropriate.

9. Perform financial sensitivity analyses on Enterprise Fund operations taking into account such factors as capital program implementation, regulatory changes; and other such issues that may cause a need to review financial operations.

10. Review the prevailing capital facilities (impact and development) fees and capital cost recovery programs in light of the projected expansion and unused existing capacity in the facilities under consideration. Develop new charges to recover the capital investment require to accommodate growth and provide for future adjustments to the charges.

11. Review operations, management and organizational structure, and performance by the City's Enterprise Funds and for Municipal Services.

12. Perform financial due diligence and transaction-related activities and services related to the acquisition of or the extension of utility service for water, wastewater, and reuse utility, solid waste systems or franchises, and stormwater utility management programs.

13. Provide assistance to the City in the development of Enterprise Funds and Municipal Services contracts, including but not limited to, rate ordinances and resolutions, wholesale and large user service agreements, solid waste disposal and collection service agreements, acquisition contracts, extension and development agreements, reuse or reclaimed water usage agreements, and inter-local agreements between the City and other public agencies. Services may involve drafting agreements, review of documents,

Attachment: Exhibit A - Raftelis Proposal and CODB Agreement (2024-R-3 : Utility Rate Study)

negotiations among affected parties and performance of financial or economic analyses required for evaluation.

14. Provide assistance in strategic planning activities for Enterprise Funds and Municipal Services.

15. Preparation of financial feasibility reports in support of the issuance of revenue bonds or securing debt financing for capital or major operations programs, including preparation for and attendance of presentations before rating agencies, bond insurance companies, potential investors and purchasers of instruments of debt, and other required parties.

16. Provide assistance in the preparation of loan documents to obtain funds from agencies such as the Florida Department of Environmental Protection, Rural Development, Department of Community Affairs, banks, and other lending agencies.

17. Provide assistance in the development of accounting, financial and business policies as well as providing opinions on such issues.

18. Provide assistance to the City in providing privatization and managed competition activities and cost evaluations.

19. Provide assistance to the City in support or determination of service affordability programs.

20. Provide information and technology and customer data base services in support of implementation and/or enhancement of Enterprise Fund and Municipal Services billing and customer accounting programs.

21. Provide management consulting services which could include but are not limited to evaluations, analyses, and production of operational, customer, human resources, management, and risk related processes, procedures, application, and methodology employed or considered by the City.

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Attachment: Exhibit A - Raftelis Proposal and CODB Agreement (2024-R-3 : Utility Rate Study)

EXHIBIT B

DIRECT LABOR RATE AND STANDARD REIMBURSABLE EXPENSE SCHEDULE

RAFTELIS FINANCIAL CONSULTANTS, INC.

DIRECT LABOR HOURLY RATES

Project Team Title	Direct Labor Hourly Rates [*]
Principal	$250.00
Associate	$210.00
Managing Consultant	$195.00
Principal Consultant	$175.00
Supervising Consultant	$155.00
Senior Consultant	$135.00
Rate Consultant	$125.00
Consultant	$115.00
Senior Rate Analyst	$105.00
Rate Analyst	$ 90.00
Analyst	$ 75.00
Assistant Analyst	$ 60.00
Administrative	$ 70.00

STANDARD COST RATES

Expense Description	Standard Rates
Mileage Allowance – Personal Car Use Only	IRS Standard Mileage Rate
Reproduction (Black and White) (In-House)	$0.05 per Page
Reproduction (Color) (In-House)	$0.25 per Page
Reproduction (Contracted)	Actual Cost
Computer Time	$0.00 per Hour
Telephone Charges	Actual Cost
Delivery Charges	Actual Cost
Lodging/Other Travel Costs	Actual Cost
Meals – per Employee	Standard per diem rates as established by Florida Statutes 112.061 for Class C travel for breakfast, lunch and dinner
Subconsultant Services	Actual Cost
Other Costs for Services Rendered	Actual Cost

(Remainder of page intentionally left blank)

Attachment: Exhibit A - Raftelis Proposal and CODB Agreement (2024-R-3 : Utility Rate Study)

EXHIBIT C

CITY OF DAYTONA BEACH
REQUEST FOR PROPOSALS 19632
WITH
CONSULTANT'S RESPONSIVE PROPOSAL

The City's Request for Proposals 19632, and the Consultant's responsive proposal are incorporated herein by reference and will remain on file in the Office of the City Clerk.

(Remainder of page intentionally left blank)

Attachment: Exhibit A - Raftelis Proposal and CODB Agreement (2024-R-3 : Utility Rate Study)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **January 9, 2024**
FROM: **Michele Moore**
SUBJECT: **A Resolution of the City of Holly Hill, Florida, Amending the Fiscal Year 2023-2024 Annual Operating Budget, Appropriating Project Carry Over Funds for the Purchase of an F-350 Mini-Dump Vehicle, a Utility Department Rate Study, and Centennial Park and Sunrise Pier Renovations; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2024-R-4**
APPLICANT:
PLANNER:

DISCUSSION:

The following items were not included in the Fiscal Year 2024 budget. The City has identified the following needs for the current fiscal year and requests the use of carry forward to fund them:

In Fiscal year 2022, the budget included the purchase of a F-350 Mini Dump vehicle for $37,000.00. The vehicle was not available for purchase due to inventory shortages. The vehicle is now available for purchase however, the cost increased by $41,000.00.

The City Utility rate sufficiency analysis is held every five years, last held in 2019 and due in 2024. $45,600.00

Centennial Park removal and disposal of five gazebos and pads and two concrete wing walls. $26,200.00

Sunrise Pier removal and disposal of the 280' x 6' boardwalk. $14,400.00

Florida statue 166.241 (2) states "...a municipal government may not expend or contract for expenditures in any fiscal year except pursuant to the adopted budget." Therefore, an additional $127,200 is needed to fund these purchases. This Resolution will carryover budged funds from the prior fiscal year to Fiscal Year 2024.

FISCAL ANALYSIS:

There are sufficient funds for this request. All fund balances reserve requirements are at the appropriate level.

STAFF RECOMMENDATION:

Approve Resolution as submitted by staff.

COMMISSION GOAL:

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

MOTION:

APPROVE AMENDING THE FISCAL YEAR 2023-2024 ANNUAL OPERATING BUDGET, APPROPRIATING CARRY OVER FUNDS FROM THE FISCAL YEAR 2022-2023 TO THE FISCAL YEAR 2023-2024 BUDGET; SETTING FORTH REVENUES.

ATTACHMENTS:

- Attachment A - Budget Amendment 01092024 (PDF)

Resolution No. 2024-4

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2023-2024 ANNUAL OPERATING BUDGET, APPROPRIATING PROJECT CARRY OVER FUNDS FOR THE PURCHASE OF AN F-350 MINI-DUMP VEHICLE, A UTILITY DEPARTMENT RATE STUDY, AND CENTENNIAL PARK AND SUNRISE PIER RENOVATIONS; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE FISCAL YEAR 2023-2024 ANNUAL OPERATING BUDGET, APPROPRIATING CARRY OVER FUNDS FROM THE FISCAL YEAR 2022-2023 TO THE FISCAL YEAR 2023-2024 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill City Commission adopted Resolution 2023-R-52 approving the Annual Operating Budget for Fiscal Year 2023-2024; and as amended 2023-R-58, 2023-R-59, and 2023-R-69.

WHEREAS, the City of Holly Hill City Commission desires to appropriate the necessary carryover funds for completion of certain City operations and projects and to set forth and appropriate certain revenues and expenses.

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

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

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

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

APPROVED AND AUTHENTICATED on this 9th day of JANUARY, 2024.

Exhibit "A"

FY 2023 - 2024 BUDGET ADMENDMENT

REVENUES AND EXPENSES FY 2023 - 2024	REVENUE	EXPENSE
001 - GENERAL FUND	$ 81,600	$ 81,600
400- WATER & SEWER FUND	$ 45,600	$ 45,600
TOTAL ALL FUNDS	$ 127,200	$ 127,200

Attachment: Attachment A - Budget Amendment 01092024 (2024-R-4 : Budget Resolution to Carry Over Funds from FY22-23 to FY23-24)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **January 9, 2024**
FROM: **Brian Walker**
SUBJECT: **A Resolution of the City of Holly Hill, Florida, Vacating the Plat Recorded for the Property Described Herein and Retaining a Permanent Utility Easement, as Described Herein, Over a Portion of Said Property; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.**
NUMBER: **2024-R-5**
APPLICANT: **Brian Walker**
PLANNER:

INTRODUCTION:

This application is a request to vacate portions of the Amended Plat of Fleming Park and Mary C. Fleming Subdivision. The plats were approved in March 1967 and February 1884 respectively, and cover the general area of the northeast corner of 13th Street and Old Kings Road. Both are attached as **Exhibits A and B**.

BACKGROUND / DISCUSSION:

On July 11, 2023, the City Commission approved an Ordinance effecting a rezone and future land use amendment for the property legally described in **Exhibit C**. - which includes the area of the proposed vacate. That action allows the property to be used for boat and RV storage - **Exhibit D**. The boat and RV storage area will be a paved area with carport type structures and is linked to a more robust storage development project along Nova Road. However, the property is currently platted for residential uses and vacating the plat is necessary for the property to be developed as approved.

The proposed Resolution vacates portions of said plats, but because easements are needed for utilities, the City of Holly Hill must retain a permanent utility easement over the areas as described in attached **Exhibits E and F.**

The requested vacate has been reviewed by City staff including Public Works and the City's contracted surveyor. There are no objections to the vacate request.

RECOMMENDATION:

Staff recommends the City Commission approve the resolution to vacate portions of the Amended Plat of Fleming Park and Mary C. Fleming Subdivision while retaining an easement for utilities as described.

ATTACHMENTS:

- Exhibit A - Fleming Park (PDF)
- Exhibit B - Fleming Subdivision (PDF)
- Exhibit C - Subject Property(PDF)
- Exhibit D - Area of Boat and RV Storage (PDF)
- Exhibit E - Easement Area 1 (PDF)
- Exhibit F - Easement Area 2 (PDF)
- Current and Proposed Plat (PDF)
- 1257_ALTA Svy (02-09-23) (PDF)
- Application (PDF)
- PA Information Sheets (PDF)

Resolution No. 2024-5

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, VACATING THE PLAT RECORDED FOR THE PROPERTY DESCRIBED HEREIN AND RETAINING A PERMANENT UTILITY EASEMENT, AS DESCRIBED HEREIN, OVER A PORTION OF SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, VACATING THE PLAT RECORDED FOR THE PROPERTY DESCRIBED HEREIN AND RETAINING A PERMANENT UTILITY EASEMENT, AS DESCRIBED HEREIN, OVER A PORTION OF SAID PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the owner of certain property located in the City of Holly Hill described in attached Exhibit "A" has requested that the City vacate the plat for said property; and

WHEREAS, the City of Holly Hill is willing to vacate said plat, however there are existing utilities in a portion of said platted area and the City of Holly Hill must retain a permanent utility easement over said area as described in attached Exhibit "B".

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

SECTION 1. The City of Holly Hill hereby vacates the plat of record for the property as described in attached Exhibit "A", subject to the City of Holly Hill retaining a Permanent Utility Easement over the portion of the property described in attached Exhibit "B". The Permanent Utility Easement shall authorize the City of Holly Hill to operate, maintain and repair utility facilities (including cables, conduits, appurtenant equipment, and appurtenant above-ground equipment,) including the right to transmit and convey public utilities through,

above and under said land, together with the right to excavate and refill ditches and trenches for the purpose of maintaining and repairing said improvements. The City of Holly Hill also retains the right of access over the Permanent Utility Easement area for the purpose of exercising the rights granted herein. Utility providers other than the City of Holly Hill have the right to use the Permanent Utility Easement for the rights granted herein as if said easement was a publicly dedicated right-of-way.

SECTION 2. The above retained Permanent Utility Easement and the rights and obligations hereunder shall run with title to the respective properties encumbered and benefitted hereby and shall be appurtenant thereto, and shall bind and inure to the benefit of the City of Holly Hill, its successors and assigns until such time as the Permanent Utility Easement is vacated and/or terminated. The retained Permanent Utility Easement shall be governed by the laws of the State of Florida. The easements and covenants contained herein shall be enforceable by suit for specific performance and injunctive relief in addition to any other remedy provided at law or equity. The waiver of any breach of this Permanent Utility Easement shall not be construed as a waiver of any subsequent breach. All rights, privileges, benefits and burdens created herein run with the land.

SECTION 3. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 4. That all resolutions made in conflict with this Resolution are hereby repealed.

SECTION 5. That this Resolution shall become effective immediately upon its

adoption.

APPROVE AND AUTHENTICATED on this 9th day of JANUARY, 2024.

EXHIBIT A

LEGAL DESCRIPTION:

(NO. 1 - ORIGINAL OWNERSHIP OF REAR PARCEL.)

PARCEL 1:
PART OF THE NORTH 1/2 OF LOTS 22 AND 23, BLOCK 34, MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT PER MAP BOOK 1, PAGE 1, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 22, BLOCK 34, MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT AS PER MAP BOOK 1, PAGE 1, THENCE N 72 DEGREES 01 MINUTES 52 SECONDS E ALONG THE NORTH LINE OF SAID LOT 22, A DISTANCE OF 190.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 72 DEGREES 01 MINUTES 52 SECONDS E ALONG SAID NORTH LINE OF LOTS 22 AND 23, A DISTANCE OF 470.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 23, THENCE S 17 DEGREES 57 MINUTES 09 SECONDS E ALONG THE EAST LINE OF THE NORTH 1/2 OF LOT 23, A DISTANCE OF 329.24 FEET TO THE SOUTHEAST COMER OF THE NORTH 1/2 OF LOT 23; THENCE S 72 DEGREES 07 MINUTES 06 SECONDS W ALONG THE SOUTH LINE OF THE NORTH 1/2 OF SAID LOTS 22 AND 23, A DISTANCE OF 470.00 FEET; THENCE N 17 DEGREES 57 MINUTES 09 SECONDS W A DISTANCE OF 139.14 FEET; THENCE S 72 DEGREES 07 MINUTES 06 SECONDS W TO THE EAST RIGHT-OF-WAY LINE OF OLD KINGS ROAD A DISTANCE OF 160.00 FEET; THENCE N 17 DEGREES 57 MINUTES 09 SECONDS W ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 120.00 FEET; THENCE N 72 DEGREES 01 MINUTES 52 SECONDS E, A DISTANCE OF 160.00 FEET; THENCE N 17 DEGREES 57 MINUTES 09 SECONDS W, A DISTANCE OF 69.14 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

PART OF THE NORTH ONE-HALF OF LOT 22, BLOCK 34, MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT, OF RECORD IN MAP BOOK 1, PAGE 1, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 22; THENCE NORTH 72 DEGREES 01 MINUTES 52 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 22, A DISTANCE OF 40.00 FEET TO A POINT IN THE EAST RIGHT-OF-WAY EASEMENT LINE OF OLD KINGS ROAD PER OFFICIAL RECORDS BOOK 2881, PAGES 1193 AND 1194, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 17 DEGREES 57 MINUTES 09 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 129.14 FEET TO THE POINT OF BEGINNING; THENCE NORTH 72 DEGREES 01 MINUTES 52 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHERLY 129.14 FEET OF SAID LOT 22, A DISTANCE OF 150.00 FEET; THENCE SOUTH 17 DEGREES 57 MINUTES 09 SECONDS EAST, PARALLEL WITH THE EAST RIGHT-OF-WAY EASEMENT LINE OF SAID OLD KINGS ROAD, A DISTANCE OF 60.24 FEET; THENCE SOUTH 72 DEGREES 07 MINUTES 06 SECONDS WEST A DISTANCE OF 150 FEET TO A POINT IN THE EAST RIGHT-OF-WAY EASEMENT LINE OF SAID OLD KINGS ROAD; THENCE NORTH 17 DEGREES 57 MINUTES 09 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 60.02 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT:

THE SOUTHERLY 60 FEET OF THE NORTHERLY 129.14 FEET OF THE WESTERLY 190.00 FEET OF LOT 22, BLOCK 34, MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT OF RECORD IN MAP BOOK 1, PAGE 1, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THEREFROM THE WESTERLY 40.00 FEET THEREOF NOW A PART OF THAT RIGHT-OF-WAY EASEMENT PER OFFICIAL RECORDS BOOK 2881, PAGES 1193 AND 1194, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 2:
LOT 1, EXCEPT THE NORTH 50.22 FEET, AND ALL OF LOTS 3, 4, 5, 6 AND 7, BLOCK B, AND LOTS 24, 25 AND 26, BLOCK C, AMENDED PLAN OF FLEMING PARK, AS RECORDED IN MAP BOOK 26, PAGE 110, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
ALL CONTAINING 5.19 ACRES, MORE OR LESS.

LEGAL DESCRIPTION:

(NO. 2 - PLAT VACATION PARCEL)

PART OF THE NORTH 1/2 OF LOTS 22 AND 23, BLOCK 34, MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 1, PAGE 1, AND PART OF LOT 1, AND ALL OF LOTS 2-7, BLOCK B, AND ALL OF LOTS 24-26, BLOCK C, AND A PORTION OF 13TH STREET AND THE UN-NAMED STREET, AMENDED PLAT OF FLEMING PARK, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 19, PAGE 140, ALL OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 23, BLOCK 34, MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE S25°41'21"E ALONG THE EAST LINE OF SAID LOT 23, AND THE EAST LINE OF BLOCK C, AMENDED PLAT OF FLEMING PARK, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 19, PAGE 140, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 508.77 FEET TO THE NORTHEAST CORNER OF LOT 23, BLOCK C, SAID AMENDED PLAT OF FLEMING PARK; THENCE S64°21'37"W ALONG THE NORTH LINE OF SAID LOT 23 AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 140.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF AN UN-NAMED STREET AS SHOWN ON SAID AMENDED PLAT OF FLEMING PARK; THENCE S25°41'21"E ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 75.04 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 89°57'02", A CHORD BEARING OF S70°39'52"E AND A CHORD DISTANCE OF 70.68 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 78.50 FEET TO THE POINT OF CUSP AND A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 13TH STREET AS SHOWN ON THE PLAT OF SAID MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT; THENCE S64°21'37"W ALONG THE WESTERLY EXTENSION OF SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 94.97 FEET TO A POINT ON THE EAST LINE OF LOT 7, BLOCK A, SAID AMENDED PLAT OF FLEMING PARK; THENCE N25°39'45"W ALONG THE EAST LINE OF SAID LOT 7 AND LOT 6, BLOCK A, SAID AMENDED PLAT OF FLEMING PARK, A DISTANCE OF 40.03 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 89°58'38", A CHORD BEARING OF N70°39'04"W AND A CHORD DISTANCE OF 106.05 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND THE EASTERLY LINE OF SAID LOT 6, A DISTANCE OF 117.78 FEET; THENCE S64°21'37" ALONG THE NORTH LINE OF LOTS 1 THROUGH 6, BLOCK A, SAID AMENDED PLAT OF FLEMING PARK, A DISTANCE OF 370.03 FEET TO THE EAST RIGHT-OF-WAY LINE OF OLD KINGS ROAD, HAVING A 60.00 FOOT RIGHT-OF-WAY; THENCE N25°39'45"W ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 69.78 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 50.22 FEET OF LOT 1, BLOCK B, SAID AMENDED PLAT OF FLEMING PARK; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, RUN N64°21'37"E ALONG SAID SOUTH LINE, A DISTANCE OF 125.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE N25°39'45"W ALONG THE EAST LINE OF SAID LOT 1 AND LOT 2, BLOCK B, A DISTANCE OF 120.22 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE N64°21'37"E ALONG THE NORTH LINE OF LOT 3, BLOCK B, SAID AMENDED PLAT OF FLEMING PARK, A DISTANCE OF 35.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 190.00 FEET OF LOT 22, AFORESAID MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT; THENCE N25°39'45"W, A DISTANCE OF 328.32 FEET TO A POINT ON THE SOUTH LINE OF LOT 13, SAID MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT; THENCE N64°18'17"E ALONG THE SOUTH LINE OF SAID LOT 13 AND LOT 12, SAID MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT, A DISTANCE OF

469.72 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 6.07 ACRES, MORE OR LESS.

LEGAL DESCRIPTION:

(NO. 3 - NEW REAR PARCEL BOUNDARY AFTER PLAT VACATION)

PART OF THE NORTH 1/2 OF LOTS 22 AND 23, BLOCK 34, MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 1, PAGE 1, AND PART OF LOT 1, AND ALL OF LOTS 2-7, BLOCK B, AND ALL OF LOTS 24-26, BLOCK C, AND A PORTION OF 13TH STREET AND THE UN-NAMED STREET, AMENDED PLAT OF FLEMING PARK, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 19, PAGE 140, ALL OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 23, BLOCK 34, MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE S25°41'21"E ALONG THE EAST LINE OF SAID LOT 23, AND THE EAST LINE OF BLOCK C, AMENDED PLAT OF FLEMING PARK, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 19, PAGE 140, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 508.77 FEET TO THE NORTHEAST CORNER OF LOT 23, BLOCK C, SAID AMENDED PLAT OF FLEMING PARK; THENCE S64°21'37"W ALONG THE NORTH LINE OF SAID LOT 23 AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 165.00 FEET TO THE CENTER LINE OF AN UN-NAMED STREET AS SHOWN ON SAID AMENDED PLAT OF FLEMING PARK;, THENCE N25°41'21"W ALONG SAID CENTERLINE, A DISTANCE OF 15.00 FEET TO THE CENTERLINE OF 13TH STREET AS SHOWN ON SAID AMENDED PLAT OF FLEMING PARK; THENCE S64°21'37" ALONG SAID CENTERLINE, A DISTANCE OF 464.95 FEET TO THE EAST RIGHT-OF-WAY LINE OF OLD KINGS ROAD, HAVING A 60.00 FOOT RIGHT-OF-WAY; THENCE N25°39'45"W ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 44.78 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 50.22 FEET OF LOT 1, BLOCK B, SAID AMENDED PLAT OF FLEMING PARK; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, RUN N64°21'37"E ALONG SAID SOUTH LINE, A DISTANCE OF 125.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE N25°39'45"W ALONG THE EAST LINE OF SAID LOT 1 AND LOT 2, BLOCK B, A DISTANCE OF 120.22 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE N64°21'37"E, ALONG THE NORTH LINE OF LOT 3, BLOCK B, SAID AMENDED PLAT OF FLEMING PARK, A DISTANCE OF 35.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 190.00 FEET OF LOT 22, AFORESAID MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT; THENCE N25°39'45"W, A DISTANCE OF 328.32 FEET TO

A POINT ON THE SOUTH LINE OF LOT 13, SAID MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT; THENCE N64°18'17"E ALONG THE SOUTH LINE OF SAID LOT 13 AND LOT 12, SAID MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT, A DISTANCE OF 469.72 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 5.64 ACRES, MORE OR LESS.

LEGAL DESCRIPTION:

(NO. 4 - NEW OVERALL PUD BOUNDARY)

PART OF THE NORTH 1/2 OF LOTS 22 AND 23, BLOCK 34, MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 1, PAGE 1, AND PART OF LOT 1, AND ALL OF LOTS 2-7, BLOCK B, AND ALL OF LOTS 24-26, BLOCK C, AND A PORTION OF 13TH STREET AND THE UN-NAMED STREET, AMENDED PLAT OF FLEMING PARK, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 19, PAGE 140, ALL OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 23, BLOCK 34, MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE S25°41'21"E ALONG THE EAST LINE OF SAID LOT 23, AND THE EAST LINE OF BLOCK C, AMENDED PLAT OF FLEMING PARK, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 19, PAGE 140, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 508.77 FEET TO THE NORTHEAST CORNER OF LOT 23, BLOCK C, SAID AMENDED PLAT OF FLEMING PARK; THENCE S64°21'37"W ALONG THE NORTH LINE OF SAID LOT 23 AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 165.00 FEET TO THE CENTER LINE OF AN UN-NAMED STREET AS SHOWN ON SAID AMENDED PLAT OF FLEMING PARK;, THENCE N25°41'21"W ALONG SAID CENTERLINE, A DISTANCE OF 15.00 FEET TO THE CENTERLINE OF 13TH STREET AS SHOWN ON SAID AMENDED PLAT OF FLEMING PARK; THENCE S64°21'37" ALONG SAID CENTERLINE, A DISTANCE OF 464.95 FEET TO THE EAST RIGHT-OF-WAY LINE OF OLD KINGS ROAD, HAVING A 60.00 FOOT RIGHT-OF-WAY; THENCE N25°39'45"W ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 44.78 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 50.22 FEET OF LOT 1, BLOCK B, SAID AMENDED PLAT OF FLEMING PARK; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, RUN N64°21'37"E ALONG SAID SOUTH LINE, A DISTANCE OF 125.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE N25°39'45"W ALONG THE EAST LINE OF SAID LOT 1 AND LOT 2, BLOCK B, A DISTANCE OF 120.22 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE N64°21'37"E, ALONG THE NORTH LINE OF LOT 3, BLOCK B, SAID AMENDED PLAT OF FLEMING PARK, A DISTANCE OF 35.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 190.00 FEET OF LOT 22, AFORESAID MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT; THENCE N25°39'45"W, A DISTANCE OF 328.32 FEET TO

A POINT ON THE SOUTH LINE OF LOT 13, SAID MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT; THENCE N64°18'17"E ALONG THE SOUTH LINE OF SAID LOT 13 AND LOT 12, SAID MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT, A DISTANCE OF 469.72 FEET TO THE POINT OF BEGINNING.

AND

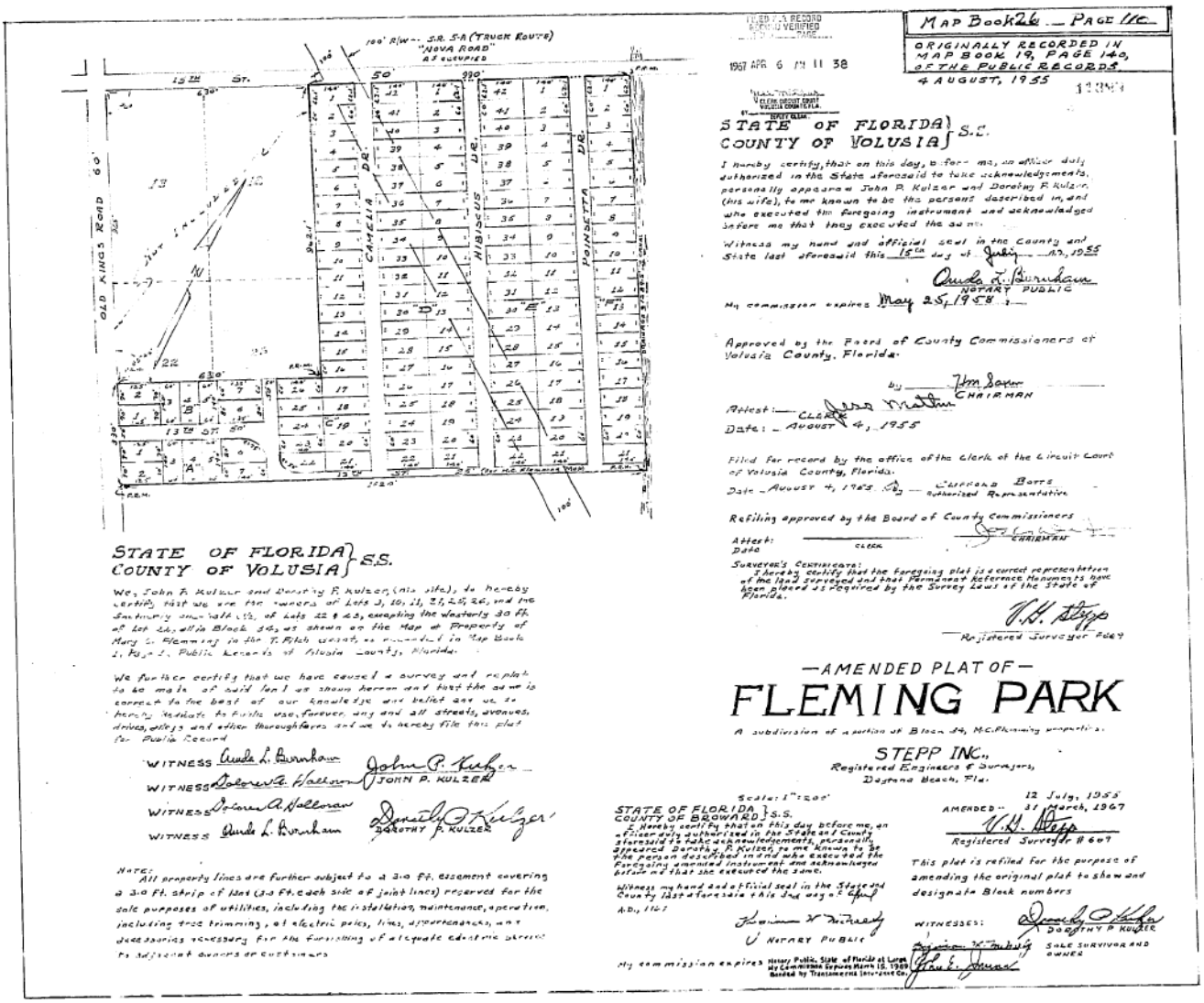
LOT 2, WESTSIDE NOVA COMMERCIAL PARK REPLAT, ACCORDING THE PLAT THEREOF, RECORDED IN MAP BOOK 47, PAGE 184, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

SAID LANDS CONTAINING 8.05 ACRES, MORE OR LESS.

EXHIBIT B

See Legal and Sketches of Description for Easement Areas.

AMENDED PLAT OF FLEMING PARK



MAP BOOK 26 PAGE 11C

ORIGINALLY RECORDED IN MAP BOOK 19, PAGE 140, OF THE PUBLIC RECORDS

4 AUGUST, 1955

FILED FOR RECORD VOLUSIA COUNTY, FLA.

1967 APR 6 PM 11 38

CLERK CIRCUIT COURT VOLUSIA COUNTY, FLA.

DEPUTY CLERK

STATE OF FLORIDA } S.S.
COUNTY OF VOLUSIA }

I hereby certify, that on this day, before me, an officer duly authorized in the State aforesaid to take acknowledgments, personally appeared John P. Kulzer and Dorothy P. Kulzer, (his wife), to me known to be the persons described in, and who executed the foregoing instrument and acknowledged before me that they executed the same.

Witness my hand and official seal in the County and State last aforesaid this 15th day of July A.D., 1955

Ouida L. Burnham
NOTARY PUBLIC

My commission expires May 25, 1958

Approved by the Board of County Commissioners of Volusia County, Florida.

by Wm Sauer
CHAIRMAN

Attest: Clara Martin
CLERK

Date: AUGUST 4, 1955

Filed for record by the office of the Clerk of the Circuit Court of Volusia County, Florida.

Date AUGUST 4, 1955 — Lorraine Batts
Authorized Representative

Refiling approved by the Board of County Commissioners

Attest: CLERK
Date

CHAIRMAN

Surveyor's Certificate:
I hereby certify that the foregoing plat is a correct representation of the land surveyed and that permanent reference monuments have been placed as required by the Survey Laws of the State of Florida.

V.H. Stepp
Registered Surveyor #607

STATE OF FLORIDA } S.S.
COUNTY OF VOLUSIA }

We, John P. Kulzer and Dorothy P. Kulzer, (his wife), do hereby certify that we are the owners of Lots 3, 10, 11, 25, 26, 27, and the Southerly one-half (1/2) of Lots 22 & 23, excepting the Westerly 30 Ft. of Lot 22, all in Block 34, as shown on the Map or Property of Mary C. Fleming in the T. Fitch Grant, as recorded in Map Book 1, Page 1, Public Records of Volusia County, Florida.

We further certify that we have caused a survey and replat to be made of said land as shown hereon and that the same is correct to the best of our knowledge and belief and we do hereby dedicate to Public use, forever, any and all streets, avenues, drives, alleys and other thoroughfares and we do hereby file this plat for Public Record.

WITNESS Ouida L. Burnham — John P. Kulzer
JOHN P. KULZER

WITNESS Dolores A. Halloran — Dorothy P. Kulzer
DOROTHY P. KULZER

WITNESS Dolores A. Halloran

WITNESS Ouida L. Burnham

NOTE: All property lines are further subject to a 3.0 Ft. easement covering a 3.0 Ft. strip of land (3.0 Ft. each side of joint lines) reserved for the sole purposes of utilities, including the installation, maintenance, operation, including tree trimming, of electric poles, lines, appurtenances, and accessories necessary for the furnishing of adequate electric service to adjacent owners or customers.

—AMENDED PLAT OF—

FLEMING PARK

A subdivision of a portion of Block 34, M.C. Fleming properties.

STEPP INC.,
Registered Engineers & Surveyors,
Daytona Beach, Fla.

Scale: 1" = 200'

12 July, 1955
AMENDED — 31 March, 1967

V.H. Stepp
Registered Surveyor #607

This plat is refiled for the purpose of amending the original plat to show and designate Block numbers

STATE OF FLORIDA
COUNTY OF BROWARD } S.S.

I Hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Dorothy P. Kulzer, to me known to be the person described in and who executed the foregoing amended instrument and acknowledged before me that she executed the same.

Witness my hand and official seal in the State and County last aforesaid this 2nd day of April A.D., 1967

Notary Public

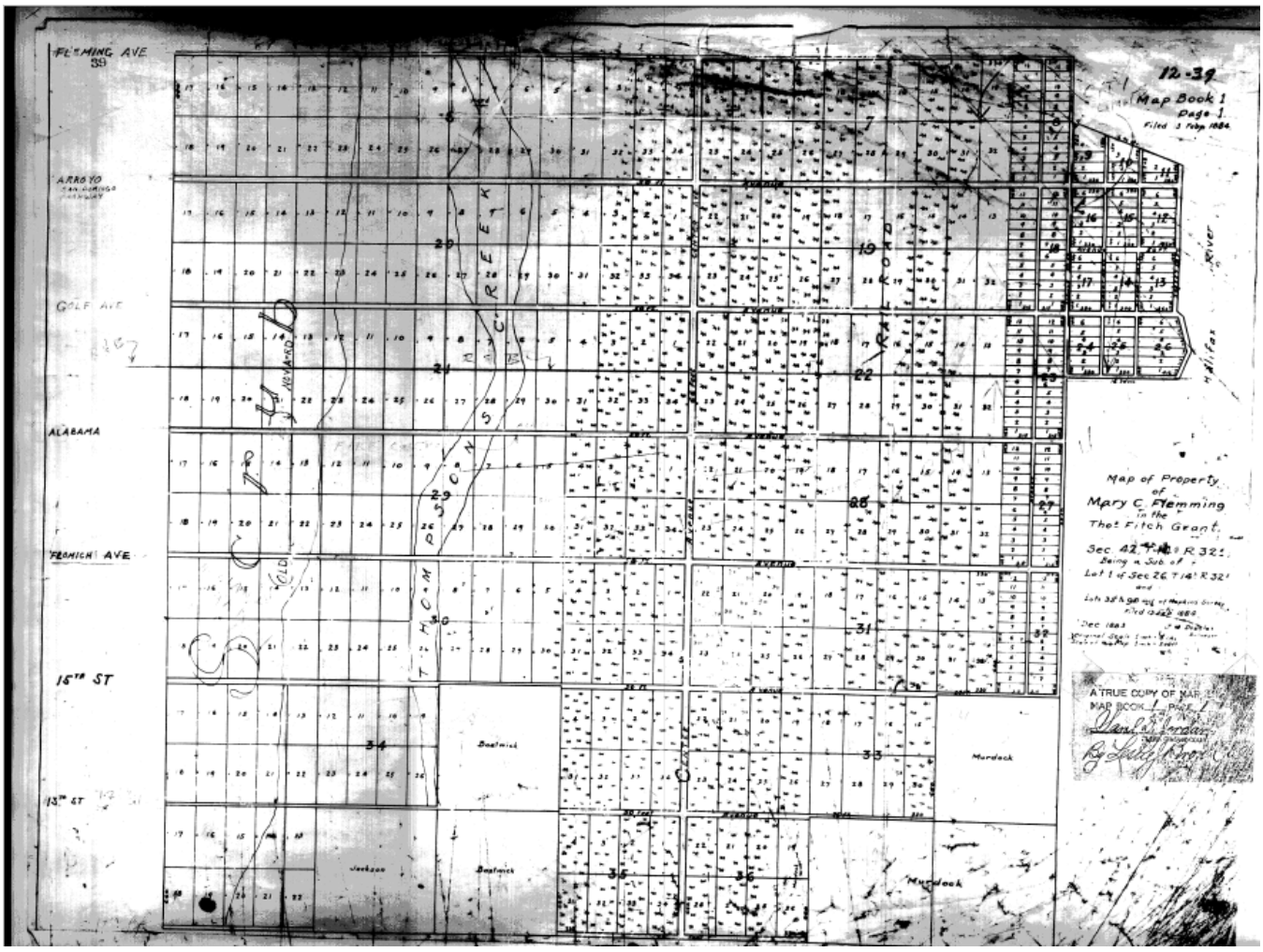
My commission expires

Notary Public, State of Florida at Large
My Commission Expires March 15, 1969
Bonded by Transamerica Insurance Co.

WITNESSES: Dorothy P. Kulzer
DOROTHY P. KULZER
SOLE SURVIVOR AND OWNER

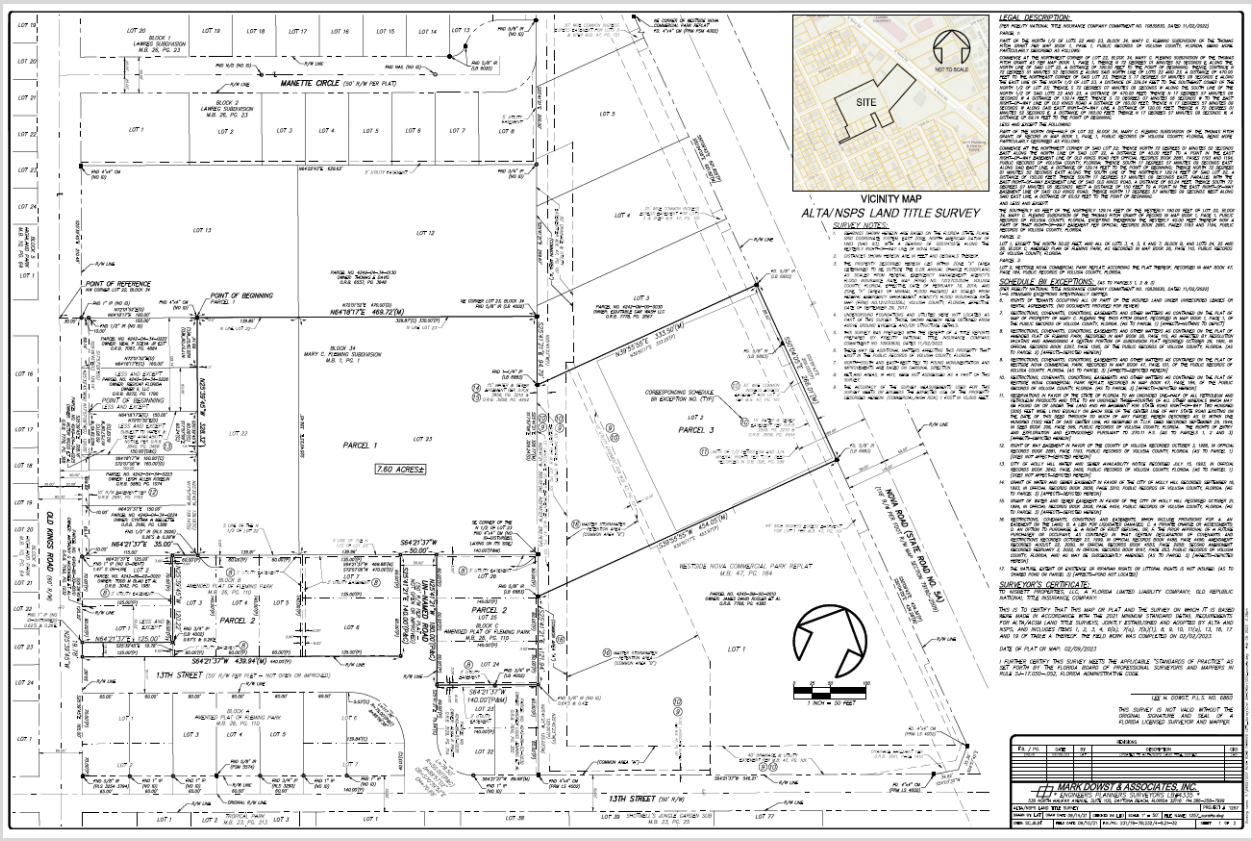
Attachment: Exhibit A - Fleming Park (2024-R-5 : Plat Vacate Request - Area of 13Th Street and Old Kings Road - Fleming)

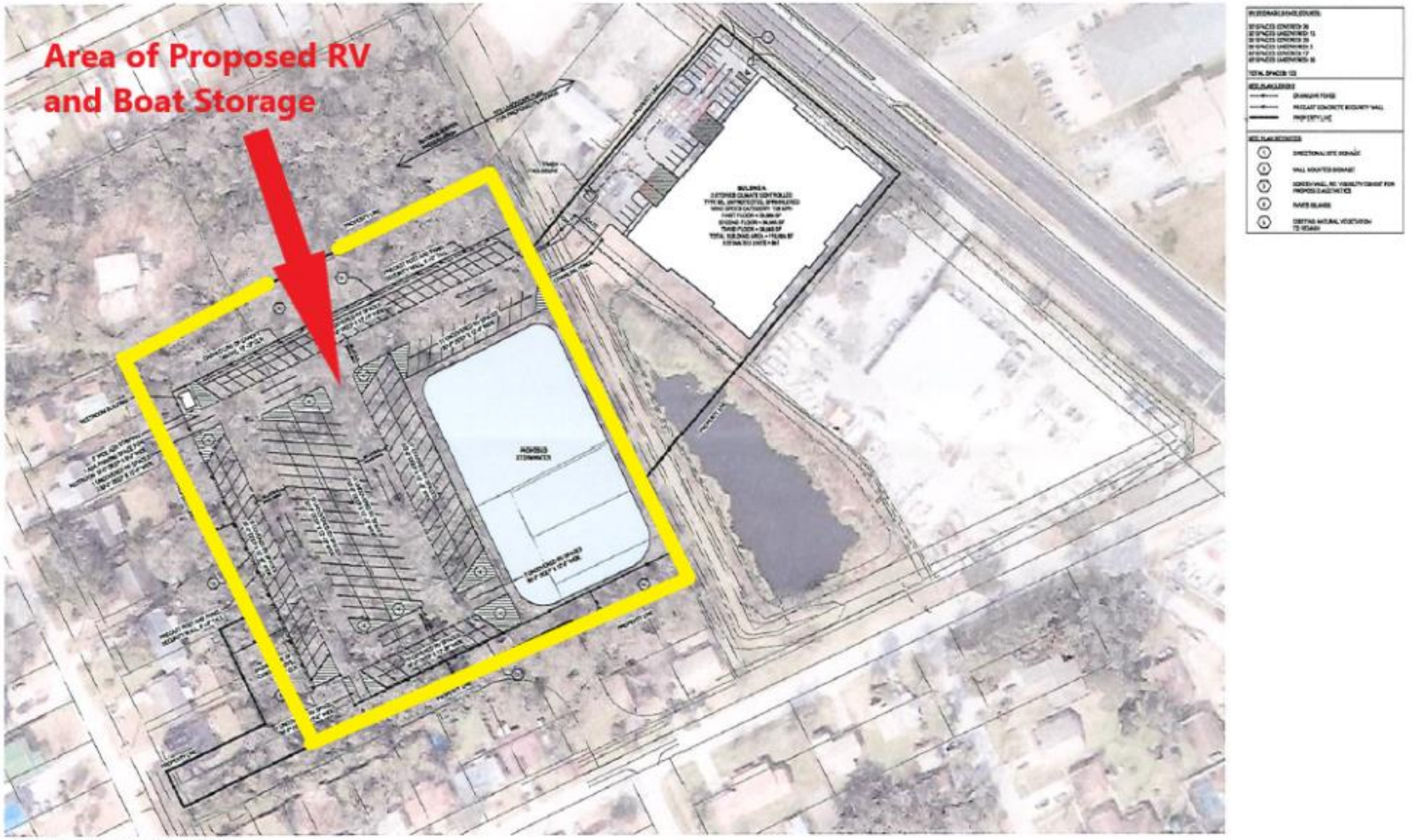
MARY C. FLEMING SUBDIVISION



Attachment: Exhibit B - Fleming Subdivision (2024-R-5 : Plat Vacate Request - Area of 13Th Street and Old Kings Road - Fleming)

OVERALL SITE AREA
N Nova Rd
SR 5A (NOVA RD N)
13th ST
OLD KINGS RD
MANETTE CIR
CHRISTOBEL ST
GRANADA AV
PINEVIEW DR
WOODSIDE DR
BUENA VISTA DR
1740
1730
1717
1715
1713
1711
1709
1708
1704
1700
1698
1427
1415
1144


VICINITY MAP
ALTA/NSPS LAND TITLE SURVEY
SITE
NOT TO SCALE
MANETTE CIRCLE (50' R/W PER PLAT)
POINT OF BEGINNING
PARCEL 1
7.60 ACRES±
PARCEL 2
PARCEL 3
13TH STREET (50' R/W)
N64°18'17"E 469.72'(M)
S64°21'37"W 439.94'(M)
N64°21'37"E 35.00'
S64°21'37"W 50.00'
N64°21'37"E 140.00'(M)
S64°21'37"W 140.00'(M)
1 INCH = 50 FEET
MARK DOWST & ASSOCIATES, INC.



PRELIMINARY SITE PLAN - RV SPACES OPTION 1

Galloway

HOLLY HILL STORAGE

BRAINTREE PROPERTIES

PRELIMINARY SITE PLAN

This information is copyrighted by Galloway & Company, Inc. All rights reserved.

04/25/2023

0' 20' 40' 100'

SCALE: 1" = 20'-0"

N

LEGAL DESCRIPTION:

(AS CREATED BY MARK DOWST & ASSOCIATES, INC.)

A PORTION OF 13TH STREET, AMENDED PLAT OF FLEMING PARK, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 26, PAGE 110, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 2, BLOCK B, SAID AMENDED PLAT OF FLEMING PARK; SAID POINT BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF OLD KINGS ROAD, HAVING A 60.00 FOOT RIGHT-OF-WAY; THENCE S25°39'45"E, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 140.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 13TH STREET AS SHOWN ON SAID AMENDED PLAT OF FLEMING PARK AND THE POINT OF BEGINNING; THENCE N64°21'37"E ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 20.00 FEET TO A POINT ON A LINE LYING 20.00 FEET EASTERLY OF AND PARALLEL WITH SAID EASTERLY RIGHT-OF-WAY LINE OF OLD KINGS ROAD; THENCE S25°39'45"E ALONG SAID PARALLEL LINE, A DISTANCE OF 30.00 FEET TO A POINT ON A LINE LYING 20.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID 13TH STREET; THENCE N64°21'37"E ALONG SAID PARALLEL LINE, A DISTANCE OF 365.14 FEET; THENCE DEPARTING SAID PARALLEL LINE, RUN S 25°38'23"E, A DISTANCE OF 21.54 FEET TO A POINT THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID 13TH STREET; SAID POINT BEING A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 11°36'52", A CHORD BEARING OF S70°10'03"W AND A CHORD DISTANCE OF 15.18 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 15.20 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, S64°21'37"W, A DISTANCE OF 370.03 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID OLD KINGS ROAD; THENCE N25°39'45"W ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.19 ACRES, MORE OR LESS.

SURVEY NOTES:

1. THIS IS NOT A BOUNDARY SURVEY, THIS IS A SKETCH OF DESCRIPTION ONLY. IMPROVEMENTS SHOWN HEREON WERE TAKEN FROM A PREVIOUS SURVEY PREPARED BY THIS FIRM AND ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.
2. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE EASTERLY RIGHT-OF-WAY LINE OF OLD KINGS ROAD, AS BEING S25°39'45"E.
3. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

LEGEND AND ABBREVIATIONS:

±	MORE OR LESS
AC	ACRES
CB	CHORD BEARING
CH	CHORD DISTANCE
℄	CENTER LINE
L	ARC LENGTH
LB	LICENSED BUSINESS
M.B.	MAP BOOK
O.R.B.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
PG(S).	PAGE/PAGES
PLS	PROFESSIONAL LAND SURVEYOR
PNT	POINT OF NON-TANGENCY
PT	POINT OF TANGENCY
R	RADIUS
R/W	RIGHT OF WAY
SEC	SECTION-TOWNSHIP-RANGE

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THIS SURVEY MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J17.050-.052, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

LEE H DOWST License Number 6860 STATE OF FLORIDA Professional Surveyor and Mapper

Digitally signed by Lee H Dowst
Date: 2023.10.20 09:37:28 -04'00'

LEE H. DOWST. P.L.S. NO. 6860

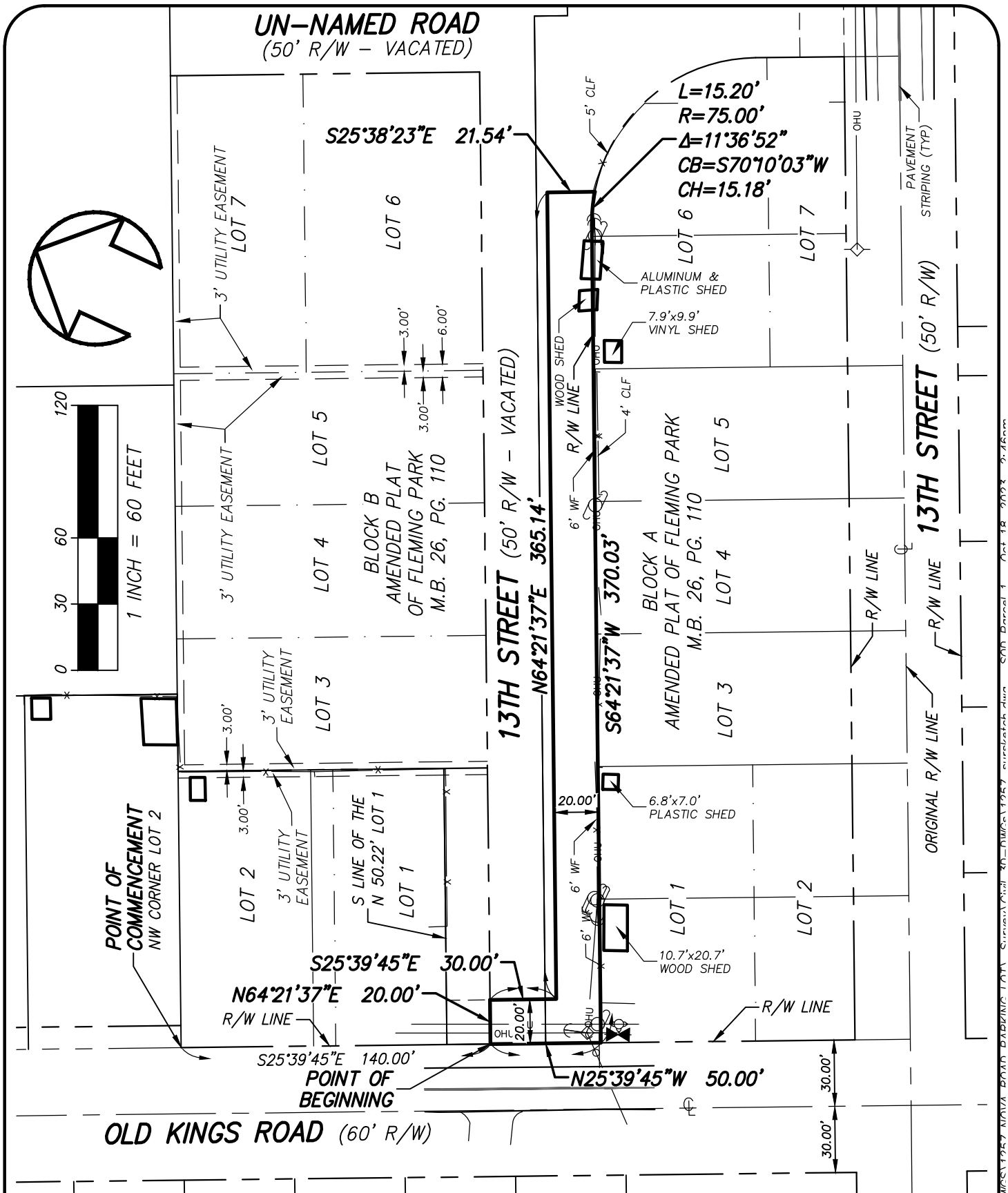
THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 PH: 386-258-7999

SKETCH AND DESCRIPTION (UE PARCEL 1)		DRAW DATE: 10/18/23	SCALE: 1" = N/A	PROJECT # 1257
F.B./PG.: N/A	FIELD DATE: N/A	CREW: N/A	DRAWN BY: LAT	CHECKED BY: LHD	SHEET 1 OF 2

Drawing name: V:\MMS\1257 MAYA ROAD PARKING LOT\Survey\Civil 3D\MMS\1257 sketch.dwg Sat, Parcel 1 Oct 18, 2023 - 9:46am

Attachment: Exhibit E - Easement Area 1 (2024-R-5 : Plat Vacate Request - Area of 13Th Street and Old Kings Road - Fleming)



MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 PH: 386-258-7999

SKETCH AND DESCRIPTION (UE PARCEL 1)		DRAW DATE: 10/18/23	SCALE: 1" = 60'	PROJECT # 1257
F.B./PG.: N/A	FIELD DATE: N/A	CREW: N/A	DRAWN BY: LAT	CHECKED BY: LHD	SHEET 2 OF 2

Attachment: Exhibit E - Easement Area 1 (2024-R-5 : Plat Vacate Request - Area of 13Th Street and Old Kings Road - Fleming)

LEGAL DESCRIPTION:

(AS CREATED BY MARK DOWST & ASSOCIATES, INC.)

A PORTION OF 13TH STREET, AS SHOWN ON THE AMENDED PLAT OF FLEMING PARK, AS RECORDED IN MAP BOOK 26, PAGE 110, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 22, BLOCK C, SAID AMENDED PLAT OF FLEMING PARK; SAID POINT BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF AFORESAID 13TH STREET, HAVING A 50.00 FOOT RIGHT-OF-WAY; THENCE S64°21'37"W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 89.88 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, CONTINUE S64°21'37"W, A DISTANCE OF 94.97 FEET TO A POINT ON THE EAST LINE OF LOT 7, BLOCK A, SAID AMENDED PLAT OF FLEMING PARK; THENCE N25°39'45"W ALONG SAID EAST LINE OF LOT 7, A DISTANCE OF 20.00 FEET; THENCE DEPARTING SAID EAST LINE OF LOT 7, RUN N64°21'37"E, A DISTANCE OF 54.98 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF AFORESAID LOT 22; SAID POINT BEING A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 53°07'48", A CHORD BEARING OF S89°04'29"E AND A CHORD DISTANCE OF 44.72 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 46.36 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 1340 SQUARE FEET, MORE OR LESS.

SURVEY NOTES:

1. THIS IS NOT A BOUNDARY SURVEY, THIS IS A SKETCH OF DESCRIPTION ONLY. IMPROVEMENTS SHOWN HEREON WERE TAKEN FROM A PREVIOUS SURVEY PREPARED BY THIS FIRM AND ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.
2. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE NORTHERLY RIGHT-OF-WAY LINE OF 13TH STREET, AS BEING S64°21'37"W.
3. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

LEGEND AND ABBREVIATIONS:

±	MORE OR LESS
AC	ACRES
CB	CHORD BEARING
CH	CHORD DISTANCE
℄	CENTER LINE
L	ARC LENGTH
LB	LICENSED BUSINESS
M.B.	MAP BOOK
O.R.B.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
PG(S).	PAGE/PAGES
PLS	PROFESSIONAL LAND SURVEYOR
PNT	POINT OF NON-TANGENCY
PT	POINT OF TANGENCY
R	RADIUS
R/W	RIGHT OF WAY
SEC	SECTION-TOWNSHIP-RANGE

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THIS SURVEY MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J17.050-.052, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

LEE H DOWST License Number 6860 STATE OF FLORIDA Professional Surveyor and Mapper

Digitally signed by Lee H Dowst
Date: 2023.10.20 09:38:27 -04'00'

LEE H. DOWST. P.L.S. NO. 6860

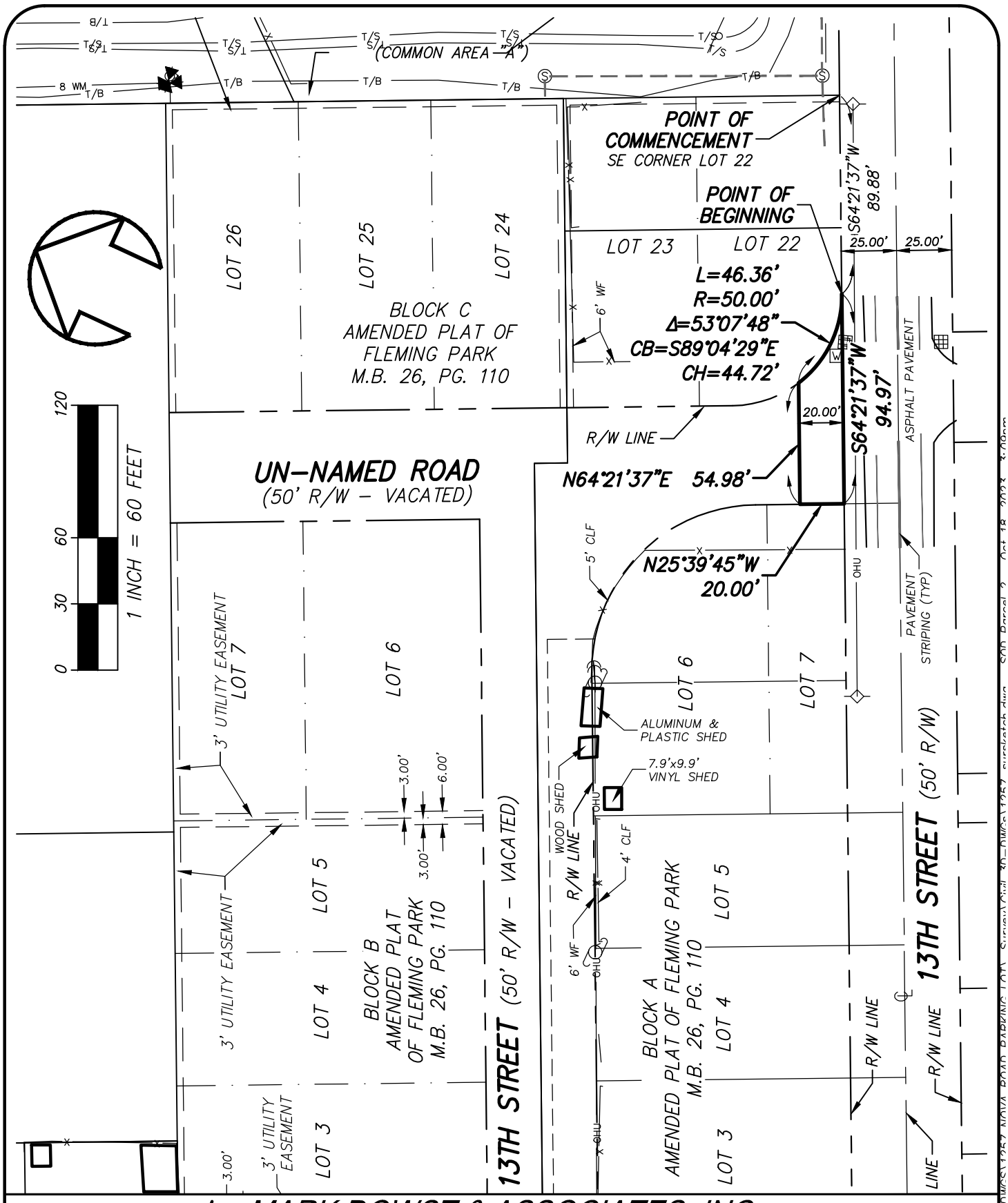
THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 PH: 386-258-7999

SKETCH AND DESCRIPTION (UE PARCEL 2)			DRAW DATE: 10/18/23	SCALE: 1" = N/A	PROJECT # 1257
F.B./PG.: N/A	FIELD DATE: N/A	CREW: N/A	DRAWN BY: LAT	CHECKED BY: LHD	SHEET 1 OF 2

Drawing name: V:\MMS\1257 MAYA ROAD PARKING LOT\Survey\Civil 3D\MMS\1257 sketch.dwg Oct 18, 2023 - 9:45am

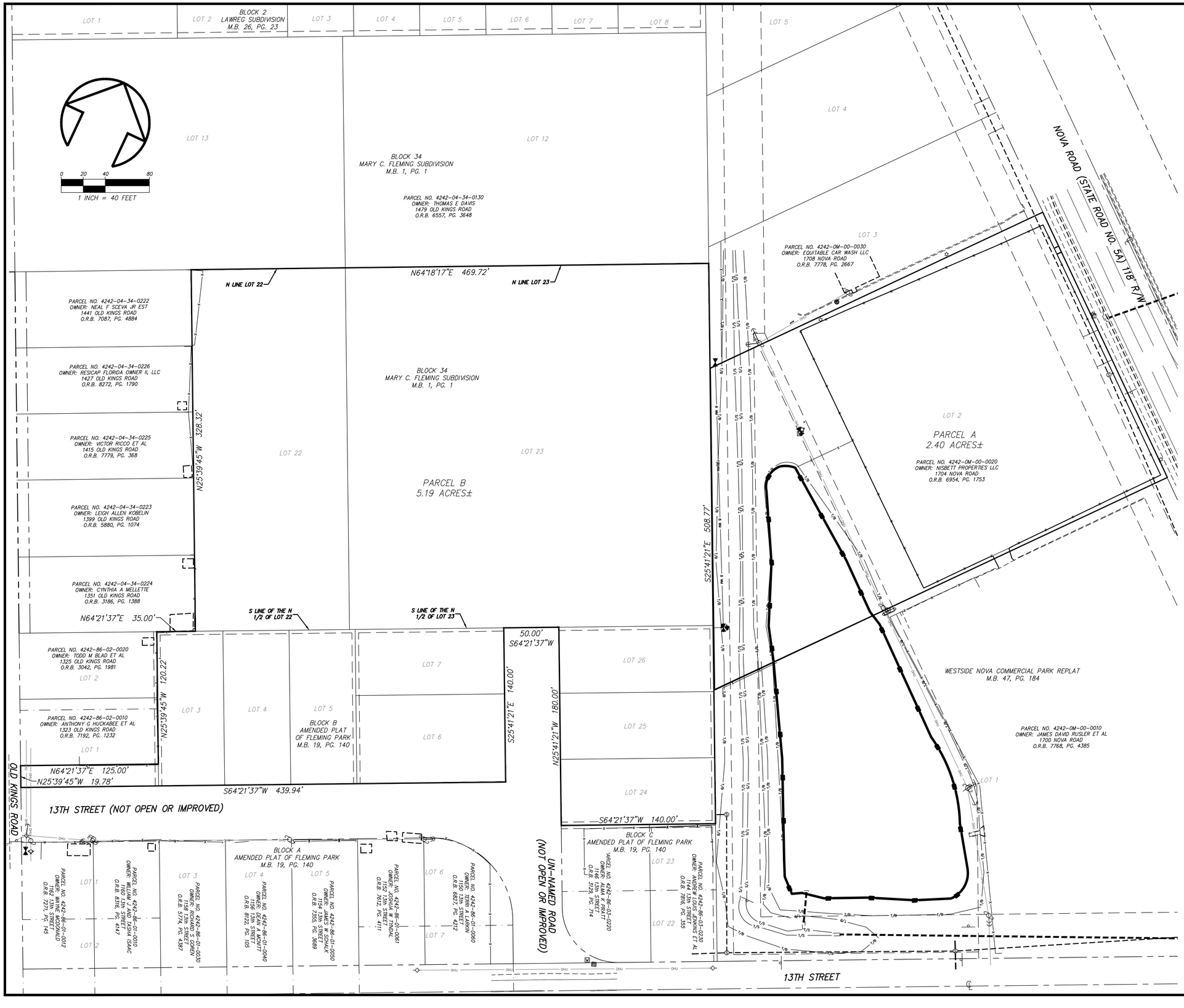
Attachment: Exhibit F - Easement Area 2 (2024-R-5 : Plat Vacate Request - Area of 13Th Street and Old Kings Road - Fleming)



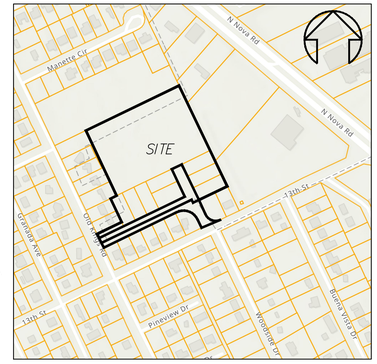
MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 PH: 386-258-7999

SKETCH AND DESCRIPTION (UE PARCEL 2)			DRAW DATE: 10/18/23	SCALE: 1" = 60'	PROJECT # 1257
F.B./PG.: N/A	FIELD DATE: N/A	CREW: N/A	DRAWN BY: LAT	CHECKED BY: LHD	SHEET 2 OF 2

Attachment: Exhibit F - Easement Area 2 (2024-R-5 : Plat Vacate Request - Area of 13Th Street and Old Kings Road - Fleming)



VICINITY MAP:



LEGAL DESCRIPTION:

(PER FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. 10830830, DATED 11/02/2022)

PARCEL 1:

PART OF THE NORTH 1/2 OF LOTS 22 AND 23, BLOCK 34, MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT PER MAP BOOK 1, PAGE 1, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 22, BLOCK 34, MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT AS PER MAP BOOK 1, PAGE 1, THENCE N 72 DEGREES 01 MINUTES 52 SECONDS E ALONG THE NORTH LINE OF SAID LOT 22, A DISTANCE OF 190.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 72 DEGREES 01 MINUTES 52 SECONDS E ALONG SAID NORTH LINE OF LOTS 22 AND 23, A DISTANCE OF 470.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 23, THENCE S 17 DEGREES 57 MINUTES 09 SECONDS E ALONG THE EAST LINE OF THE NORTH 1/2 OF LOT 23, A DISTANCE OF 329.24 FEET TO THE SOUTHEAST COMER OF THE NORTH 1/2 OF LOT 23; THENCE S 72 DEGREES 07 MINUTES 06 SECONDS W ALONG THE SOUTH LINE OF THE NORTH 1/2 OF SAID LOTS 22 AND 23, A DISTANCE OF 470.00 FEET; THENCE N 17 DEGREES 57 MINUTES 09 SECONDS W A DISTANCE OF 139.14 FEET; THENCE S 72 DEGREES 07 MINUTES 06 SECONDS W TO THE EAST RIGHT-OF-WAY LINE OF OLD KINGS ROAD A DISTANCE OF 160.00 FEET; THENCE N 17 DEGREES 57 MINUTES 09 SECONDS W ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 120.00 FEET; THENCE N 72 DEGREES 01 MINUTES 52 SECONDS E, A DISTANCE OF 160.00 FEET; THENCE N 17 DEGREES 57 MINUTES 09 SECONDS W, A DISTANCE OF 69.14 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

PART OF THE NORTH ONE-HALF OF LOT 22, BLOCK 34, MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT, OF RECORD IN MAP BOOK 1, PAGE 1, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 22; THENCE NORTH 72 DEGREES 01 MINUTES 52 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 22, A DISTANCE OF 40.00 FEET TO A POINT IN THE EAST RIGHT-OF-WAY EASEMENT LINE OF OLD KINGS ROAD PER OFFICIAL RECORDS BOOK 2881, PAGES 1193 AND 1194, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 17 DEGREES 57 MINUTES 09 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 129.14 FEET TO THE POINT OF BEGINNING; THENCE NORTH 72 DEGREES 01 MINUTES 52 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTHERLY 129.14 FEET OF SAID LOT 22, A DISTANCE OF 150.00 FEET; THENCE SOUTH 17 DEGREES 57 MINUTES 09 SECONDS EAST, PARALLEL WITH THE EAST RIGHT-OF-WAY EASEMENT LINE OF SAID OLD KINGS ROAD, A DISTANCE OF 60.24 FEET; THENCE SOUTH 72 DEGREES 07 MINUTES 06 SECONDS WEST A DISTANCE OF 150 FEET TO A POINT IN THE EAST RIGHT-OF-WAY EASEMENT LINE OF SAID OLD KINGS ROAD; THENCE NORTH 17 DEGREES 57 MINUTES 09 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 60.02 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT:

THE SOUTHERLY 60 FEET OF THE NORTHERLY 129.14 FEET OF THE WESTERLY 190.00 FEET OF LOT 22, BLOCK 34, MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT OF RECORD IN MAP BOOK 1, PAGE 1, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THEREFROM THE WESTERLY 40.00 FEET THEREOF NOW A PART OF THAT RIGHT-OF-WAY EASEMENT PER OFFICIAL RECORDS BOOK 2881, PAGES 1193 AND 1194, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL 2:

LOT 1, EXCEPT THE NORTH 50.22 FEET, AND ALL OF LOTS 3, 4, 5, 6 AND 7, BLOCK B, AND LOTS 24, 25 AND 26, BLOCK C, AMENDED PLAN OF FLEMING PARK, AS RECORDED IN MAP BOOK 26, PAGE 110, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

ALL CONTAINING 5.19 ACRES, MORE OR LESS.

NO.	DATE	APPR.	REVISION

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 • DAYTONA BEACH, FLORIDA 32118 • (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
1"=40'	MSD	LAT	MSD	03/22/23

CONCEPT PLAN

EXISTING LOT/RW CONFIGURATION

PLAT VACATION PLAN

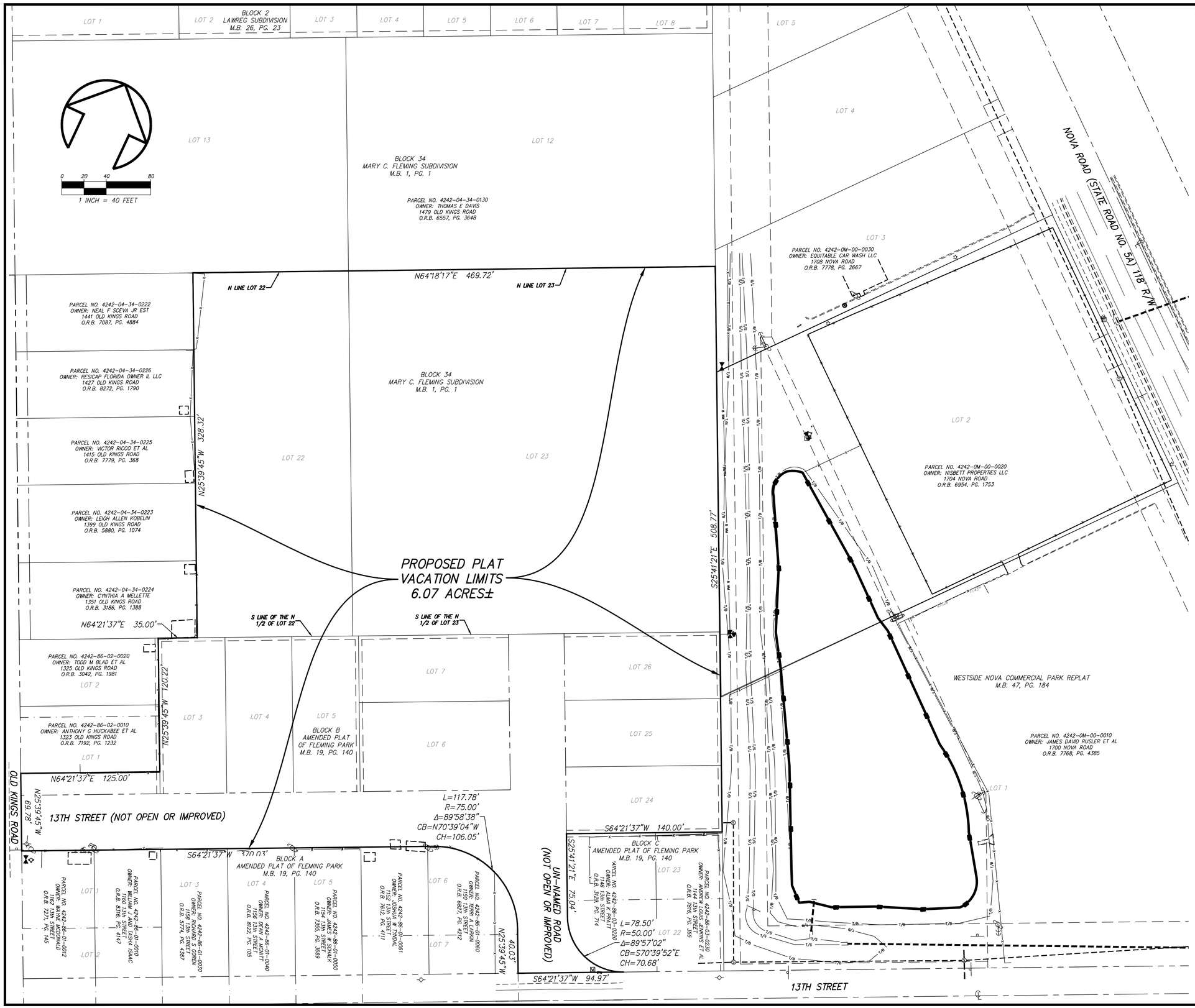
HOLLY HILL, FLORIDA

PROJECT NO.	
1257	C1
1257_CON3	

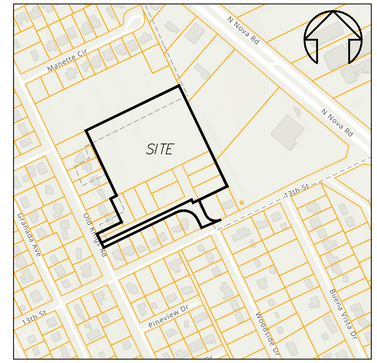
BY

Drawing name: M:\Dwgs\1257 Nova Parking\1257_CON3.dwg SVP-1 Mar 23, 2023 2:20pm by: Mark C.M. Dowst

Attachment: Current and Proposed Plat (2024-R-5 : Plat Vacate Request - Area of 13Th Street and Old Kings Road - Fleming)



VICINITY MAP:



LEGAL DESCRIPTION:

(PLAT VACATION PARCEL)

PART OF THE NORTH 1/2 OF LOTS 22 AND 23, BLOCK 34, MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 1, PAGE 1, AND PART OF LOT 1, AND ALL OF LOTS 2-7, BLOCK B, AND ALL OF LOTS 24-26, BLOCK C, AND A PORTION OF 13TH STREET AND THE UN-NAMED STREET, AMENDED PLAT OF FLEMING PARK, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 19, PAGE 140, ALL OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 23, BLOCK 34, MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE S25°41'21"E ALONG THE EAST LINE OF SAID LOT 23, AND THE EAST LINE OF BLOCK C, AMENDED PLAT OF FLEMING PARK, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 19, PAGE 140, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 508.77 FEET TO THE NORTHEAST CORNER OF LOT 23, BLOCK C, SAID AMENDED PLAT OF FLEMING PARK; THENCE S64°21'37"W ALONG THE NORTH LINE OF SAID LOT 23 AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 140.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF AN UN-NAMED STREET AS SHOWN ON SAID AMENDED PLAT OF FLEMING PARK; THENCE S25°41'21"E ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 75.04 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 89°57'02", A CHORD BEARING OF S70°39'52"E AND A CHORD DISTANCE OF 70.68 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 78.50 FEET TO THE POINT OF CUSP AND A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 13TH STREET AS SHOWN ON THE PLAT OF SAID MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT; THENCE S64°21'37"W ALONG THE WESTERLY EXTENSION OF SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 94.97 FEET TO A POINT ON THE EAST LINE OF LOT 7, BLOCK A, SAID AMENDED PLAT OF FLEMING PARK; THENCE N25°39'45"W ALONG THE EAST LINE OF SAID LOT 7 AND LOT 6, BLOCK A, SAID AMENDED PLAT OF FLEMING PARK, A DISTANCE OF 40.03 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 89°58'38", A CHORD BEARING OF N70°39'04"W AND A CHORD DISTANCE OF 106.05 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND THE EASTERLY LINE OF SAID LOT 6, A DISTANCE OF 117.78 FEET; THENCE S64°21'37" ALONG THE NORTH LINE OF LOTS 1 THROUGH 6, BLOCK A, SAID AMENDED PLAT OF FLEMING PARK, A DISTANCE OF 370.03 FEET TO THE EAST RIGHT-OF-WAY LINE OF OLD KINGS ROAD, HAVING A 60.00 FOOT RIGHT-OF-WAY; THENCE N25°39'45"W ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 69.78 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 50.22 FEET OF LOT 1, BLOCK B, SAID AMENDED PLAT OF FLEMING PARK; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, RUN N64°21'37"E ALONG SAID SOUTH LINE, A DISTANCE OF 125.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE N25°39'45"W ALONG THE EAST LINE OF SAID LOT 1 AND LOT 2, BLOCK B, A DISTANCE OF 120.22 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE N64°21'37"E ALONG THE NORTH LINE OF LOT 3, BLOCK B, SAID AMENDED PLAT OF FLEMING PARK, A DISTANCE OF 35.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 190.00 FEET OF LOT 22, AFORESAID MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT; THENCE N25°39'45"W, A DISTANCE OF 328.32 FEET TO A POINT ON THE SOUTH LINE OF LOT 13, SAID MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT; THENCE N64°18'17"E ALONG THE SOUTH LINE OF SAID LOT 13 AND LOT 12, SAID MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT, A DISTANCE OF 469.72 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 6.07 ACRES, MORE OR LESS.

NO.	DATE	APPR.	REVISION

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 • DAYTONA BEACH, FLORIDA 32118 • (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
1"=40'	MSD	LAT	MSD	03/22/23

CONCEPT PLAN

PROPOSED PLAT VACATION

STREET VACATION PLAN

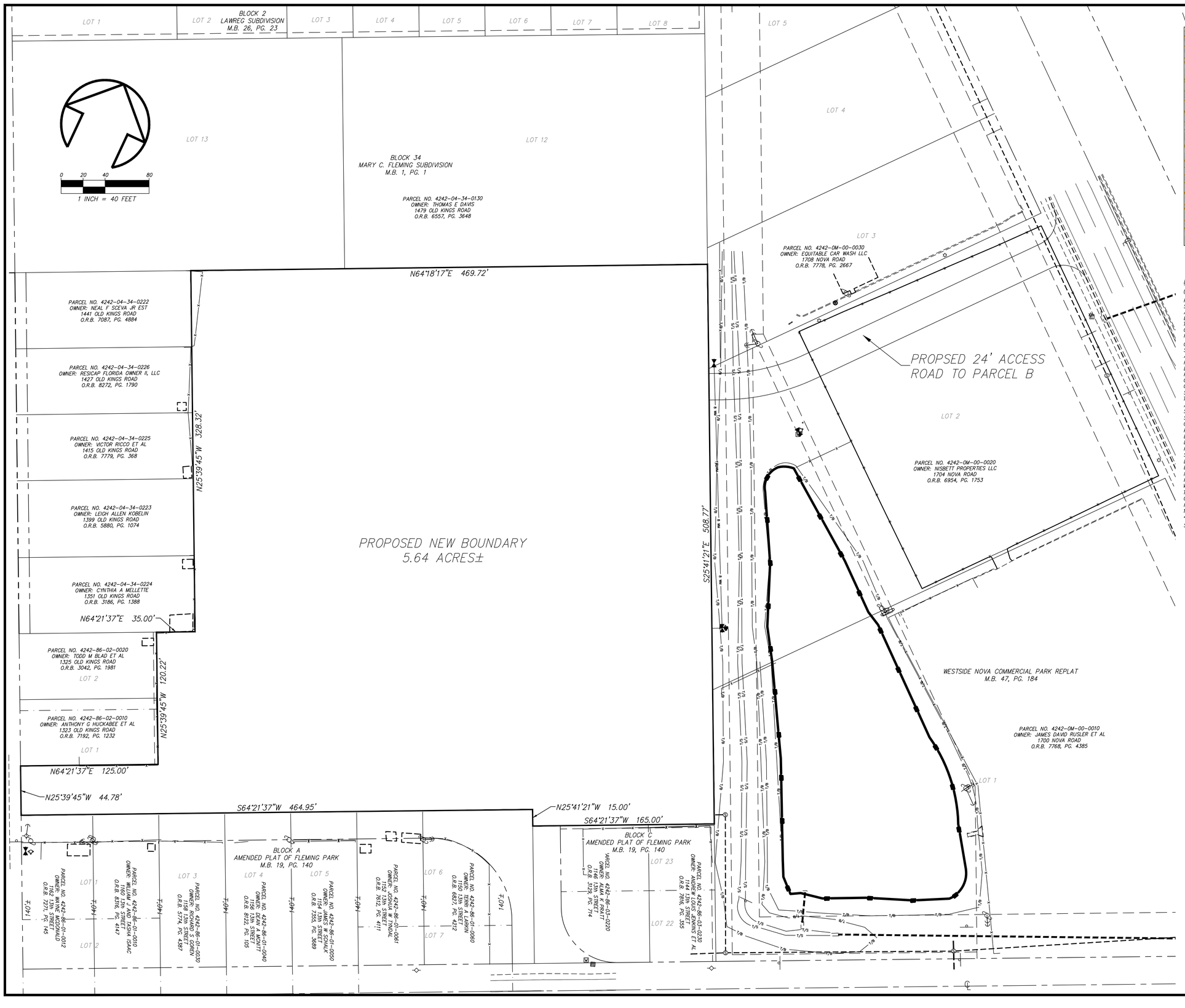
HOLLY HILL, FLORIDA

PROJECT NO.	
1257	C2

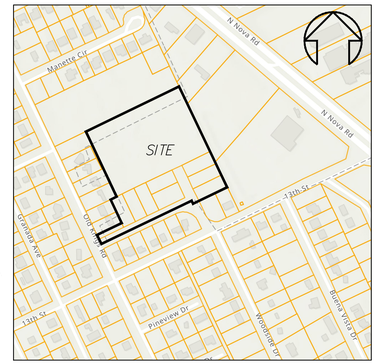
1257_CON3

Drawing name: M:\Dwgs\1257 Nova Parking\1257_CONX.dwg SHP=2 Mar 23, 2023 2:29pm by Mark. C.M. Dowst

Attachment: Current and Proposed Plat (2024-R-5 : Plat Vacate Request - Area of 13Th Street and Old Kings Road - Fleming)



VICINITY MAP:



LEGAL DESCRIPTION:

(NEW BOUNDARY AFTER PLAT VACATION)

PART OF THE NORTH 1/2 OF LOTS 22 AND 23, BLOCK 34, MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 1, PAGE 1, AND PART OF LOT 1, AND ALL OF LOTS 2-7, BLOCK B, AND ALL OF LOTS 24-26, BLOCK C, AND A PORTION OF 13TH STREET AND THE UN-NAMED STREET, AMENDED PLAT OF FLEMING PARK, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 19, PAGE 140, ALL OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 23, BLOCK 34, MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE S25°41'21"E ALONG THE EAST LINE OF SAID LOT 23, AND THE EAST LINE OF BLOCK C, AMENDED PLAT OF FLEMING PARK, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 19, PAGE 140, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 508.77 FEET TO THE NORTHEAST CORNER OF LOT 23, BLOCK C, SAID AMENDED PLAT OF FLEMING PARK; THENCE S64°21'37"W ALONG THE NORTH LINE OF SAID LOT 23 AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 165.00 FEET TO THE CENTER LINE OF AN UN-NAMED STREET AS SHOWN ON SAID AMENDED PLAT OF FLEMING PARK;, THENCE N25°41'21"W ALONG SAID CENTERLINE, A DISTANCE OF 15.00 FEET TO THE CENTERLINE OF 13TH STREET AS SHOWN ON SAID AMENDED PLAT OF FLEMING PARK; THENCE S64°21'37" ALONG SAID CENTERLINE, A DISTANCE OF 464.95 FEET TO THE EAST RIGHT-OF-WAY LINE OF OLD KINGS ROAD, HAVING A 60.00 FOOT RIGHT-OF-WAY; THENCE N25°39'45"W ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 44.78 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 50.22 FEET OF LOT 1, BLOCK B, SAID AMENDED PLAT OF FLEMING PARK; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, RUN N64°21'37"E ALONG SAID SOUTH LINE, A DISTANCE OF 125.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE N25°39'45"W ALONG THE EAST LINE OF SAID LOT 1 AND LOT 2, BLOCK B, A DISTANCE OF 120.22 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE N64°21'37"E, ALONG THE NORTH LINE OF LOT 3, BLOCK B, SAID AMENDED PLAT OF FLEMING PARK, A DISTANCE OF 35.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 190.00 FEET OF LOT 22, AFORESAID MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT; THENCE N25°39'45"W, A DISTANCE OF 328.32 FEET TO A POINT ON THE SOUTH LINE OF LOT 13, SAID MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT; THENCE N64°18'17"E ALONG THE SOUTH LINE OF SAID LOT 13 AND LOT 12, SAID MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT, A DISTANCE OF 469.72 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 5.64 ACRES, MORE OR LESS.

NO.	DATE	APPR.	REVISION

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 • DAYTONA BEACH, FLORIDA 32118 • (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
1"=40'	MSD	RCB	MSD	03/22/23

CONCEPT PLAN

PROPOSED LOT/RW CONFIGURATION

PLAT VACATION PLAN

HOLLY HILL, FLORIDA

PROJECT NO.	
1257	C3
1257_CON3	

Drawing name: M:\Dwgs\1257 Nova Parking\1257_CON3.dwg SHP=3 Mar 23, 2023 2:29pm by Mark C.W. Dowst

Attachment: Current and Proposed Plat (2024-R-5 : Plat Vacate Request - Area of 13Th Street and Old Kings Road - Fleming)

BLOCK 2
LAWREG SUBDIVISION
M.B. 26, PG. 23

LOT 1 | LOT 2 | LOT 3 | LOT 4 | LOT 5 | LOT 6 | LOT 7 | LOT 8

0 20 40 80
1 INCH = 40 FEET

LOT 12

BLOCK 34
MARY C. FLEMING SUBDIVISION
M.B. 1, PG. 1

PARCEL NO. 4242-04-34-0130
OWNER: THOMAS E DAVIS
1479 OLD KINGS ROAD
O.R.B. 6557, PG. 3648

N64°18'17"E 469.72'

PARCEL NO. 4242-04-34-0222
OWNER: NEAL F SCEVA JR EST
1441 OLD KINGS ROAD
O.R.B. 7087, PG. 4884

PARCEL NO. 4242-04-34-0226
OWNER: RESICAP FLORIDA OWNER II, LLC
1427 OLD KINGS ROAD
O.R.B. 8272, PG. 1790

PARCEL NO. 4242-04-34-0225
OWNER: VICTOR RICCO ET AL
1415 OLD KINGS ROAD
O.R.B. 7779, PG. 368

N25°39'45"W 328.32'

PARCEL NO. 4242-04-34-0223
OWNER: LEIGH ALLEN KOBELIN
1399 OLD KINGS ROAD
O.R.B. 5880, PG. 1074

PROPOSED NEW BOUNDARY
5.64 ACRES±

PARCEL NO. 4242-04-34-0224
OWNER: CYNTHIA A MELLETTE
1351 OLD KINGS ROAD
O.R.B. 3186, PG. 1388

N64°21'37"E 35.00'

PARCEL NO. 4242-86-02-0020
OWNER: TODD M BLAD ET AL
1325 OLD KINGS ROAD
O.R.B. 3042, PG. 1981

LOT 2

N25°39'45"W 120.22'

PARCEL NO. 4242-86-02-0010
OWNER: ANTHONY G HUCKABEE ET AL
1323 OLD KINGS ROAD
O.R.B. 7192, PG. 1232

LOT 1

N64°21'37"E 125.00'

N25°39'45"W 44.78'

S64°21'37"W 464.95'

N25°41'21"W 15.00'

S64°21'37"W 165.00'

S25°41'21"E 508.77'

LOT 5

LOT 4

LOT 3

LOT 2

LOT 1

PARCEL NO. 4242-0M-00-0030
OWNER: EQUITABLE CAR WASH LLC
1708 NOVA ROAD
O.R.B. 7778, PG. 2667

PROPSED 24' ACCESS
ROAD TO PARCEL B

PARCEL NO. 4242-0M-00-0020
OWNER: NISBETT PROPERTIES LLC
1704 NOVA ROAD
O.R.B. 6954, PG. 1753

WESTSIDE NOVA COMMERCIAL PARK REPLAT
M.B. 47, PG. 184

PARCEL NO. 4242-0M-00-0010
OWNER: JAMES DAVID RUSLER ET AL
1700 NOVA ROAD
O.R.B. 7768, PG. 4385

BLOCK A
AMENDED PLAT OF FLEMING PARK
M.B. 19, PG. 140

BLOCK C
AMENDED PLAT OF FLEMING PARK
M.B. 19, PG. 140

LOT 1 | LOT 2 | LOT 3 | LOT 4 | LOT 5 | LOT 6 | LOT 7 | LOT 22 | LOT 23

140'±

PARCEL NO. 4242-86-01-0012
OWNER: WAYNE MCDONALD
1161 13TH STREET
O.R.B. 1271, PG. 145

PARCEL NO. 4242-86-01-0010
OWNER: MEIR ISAAC
1160 13th STREET
O.R.B. 8316, PG. 4147

PARCEL NO. 4242-86-01-0030
OWNER: RICHARD S GOREN
1156 13th STREET
O.R.B. 5774, PG. 4387

PARCEL NO. 4242-86-01-0040
OWNER: ELIZABETH KASSAB
1156 13th STREET
O.R.B. 8122, PG. 105

PARCEL NO. 4242-86-01-0050
OWNER: 1154 13TH STREET LLC
1154 13th STREET
O.R.B. 7355, PG. 3689

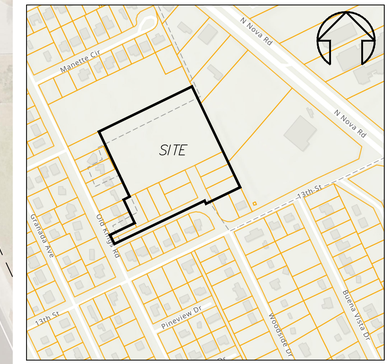
PARCEL NO. 4242-86-01-0061
OWNER: JOSHUA W TYNDAL
1152 13th STREET
O.R.B. 7812, PG. 4111

PARCEL NO. 4242-86-01-0080
OWNER: TONY A LARKIN
1150 13th STREET
O.R.B. 6827, PG. 4212

PARCEL NO. 4242-86-01-0220
OWNER: NISBETT PROPERTIES LLC
1148 13th STREET
O.R.B. 3129, PG. 714

PARCEL NO. 4242-86-03-0230
OWNER: ANDREW LOUIS JENKINS ET AL
1144 13th STREET
O.R.B. 7806, PG. 1355

VICINITY MAP:



LEGAL DESCRIPTION:

(NEW BOUNDARY AFTER PLAT VACATION)

PART OF THE NORTH 1/2 OF LOTS 22 AND 23, BLOCK 34, MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 1, PAGE 1, AND PART OF LOT 1, AND ALL OF LOTS 2-7, BLOCK B, AND ALL OF LOTS 24-26, BLOCK C, AND A PORTION OF 13TH STREET AND THE UN-NAMED STREET, AMENDED PLAT OF FLEMING PARK, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 19, PAGE 140, ALL OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 23, BLOCK 34, MARY C. FLEMING SUBDIVISON OF THE THOMAS FITCH GRANT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 1, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE S25°41'21"E ALONG THE EAST LINE OF SAID LOT 23, AND THE EAST LINE OF BLOCK C, AMENDED PLAT OF FLEMING PARK, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 19, PAGE 140, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 508.77 FEET TO THE NORTHEAST CORNER OF LOT 23, BLOCK C, SAID AMENDED PLAT OF FLEMING PARK; THENCE S64°21'37"W ALONG THE NORTH LINE OF SAID LOT 23 AND THE WESTERLY EXTENSION THEREOF, A DISTANCE OF 165.00 FEET TO THE CENTER LINE OF AN UN-NAMED STREET AS SHOWN ON SAID AMENDED PLAT OF FLEMING PARK;, THENCE N25°41'21"W ALONG SAID CENTERLINE, A DISTANCE OF 15.00 FEET TO THE CENTERLINE OF 13TH STREET AS SHOWN ON SAID AMENDED PLAT OF FLEMING PARK; THENCE S64°21'37" ALONG SAID CENTERLINE, A DISTANCE OF 464.95 FEET TO THE EAST RIGHT-OF-WAY LINE OF OLD KINGS ROAD, HAVING A 60.00 FOOT RIGHT-OF-WAY; THENCE N25°39'45"W ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 44.78 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 50.22 FEET OF LOT 1, BLOCK B, SAID AMENDED PLAT OF FLEMING PARK; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE, RUN N64°21'37"E ALONG SAID SOUTH LINE, A DISTANCE OF 125.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE N25°39'45"W ALONG THE EAST LINE OF SAID LOT 1 AND LOT 2, BLOCK B, A DISTANCE OF 120.22 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE N64°21'37"E, ALONG THE NORTH LINE OF LOT 3, BLOCK B, SAID AMENDED PLAT OF FLEMING PARK, A DISTANCE OF 35.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 190.00 FEET OF LOT 22, AFORESAID MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT; THENCE N25°39'45"W, A DISTANCE OF 328.32 FEET TO A POINT ON THE SOUTH LINE OF LOT 13, SAID MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT; THENCE N64°18'17"E ALONG THE SOUTH LINE OF SAID LOT 13 AND LOT 12, SAID MARY C. FLEMING SUBDIVISION OF THE THOMAS FITCH GRANT, A DISTANCE OF 469.72 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 5.64 ACRES, MORE OR LESS.

NO.	DATE	APPR.	REVISION

MARK DOWST & ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS
EB 4335 LB 4335
536 N. HALIFAX AVENUE, SUITE # 100 • DAYTONA BEACH, FLORIDA 32118 • (386) 258-7999

SCALE	DESIGNED	DRAWN	CHECKED	DATE
1"=40'	MSD	RCB	MSD	03/22/23

BY DATE

CONCEPT PLAN

PROPOSED LOT/RW CONFIGURATION W/AERIAL

PLAT VACATION PLAN

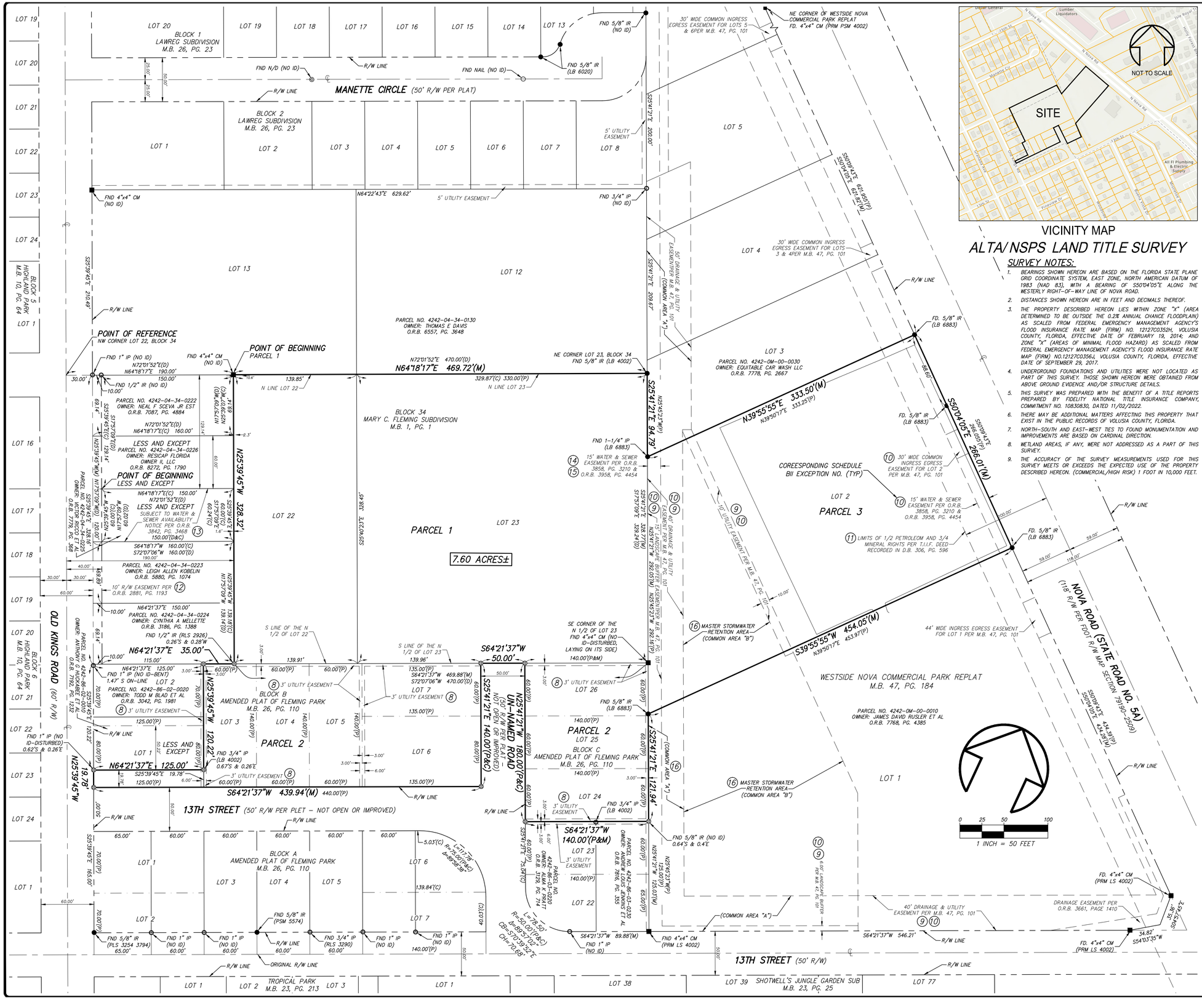
HOLLY HILL, FLORIDA

PROJECT NO. 1257 C4

1257_CON3

Drawing name: M:\Dwgs\1257 Nova Parking\1257_CON3.dwg SHP--4 Mar 23, 2023 2:29pm by Mark C.W. Dowst

Attachment: Current and Proposed Plat (2024-R-5 : Plat Vacate Request - Area of 13Th Street and Old Kings Road - Fleming)


MANETTE CIRCLE (50' R/W PER PLAT)
BLOCK 1 LAWREG SUBDIVISION M.B. 26, PG. 23
BLOCK 2 LAWREG SUBDIVISION M.B. 26, PG. 23
BLOCK 5 HIGHLAND PARK M.B. 10, PG. 64
POINT OF REFERENCE
NW CORNER LOT 22, BLOCK 34
POINT OF BEGINNING PARCEL 1
N72°01'52"E(D) N64°18'17"E 190.00'
N72°01'52"E 470.00'(D) N64°18'17"E 469.72'(M)
LESS AND EXCEPT PARCEL NO. 4242-04-34-0222 OWNER: NEAL F SCEVA JR EST O.R.B. 7087, PG. 4884
LESS AND EXCEPT PARCEL NO. 4242-04-34-0226 OWNER: RESICAP FLORIDA OWNER 1, LLC O.R.B. 8272, PG. 1790
POINT OF BEGINNING LESS AND EXCEPT
N64°18'17"E(C) 150.00' N72°01'52"E(D)
LESS AND EXCEPT SUBJECT TO WATER & SEWER AVAILABILITY NOTICE PER O.R.B. 3842, PG. 3468
S64°18'17"W 160.00'(C) S72°07'06"W 160.00'(D) 190.00'
PARCEL NO. 4242-04-34-0223 OWNER: LEIGH ALLEN KOBELIN O.R.B. 5880, PG. 1074
10' R/W EASEMENT PER O.R.B. 2881, PG. 1193
N64°21'37"E 150.00' PARCEL NO. 4242-04-34-0224 OWNER: CYNTHIA A MELLETTE O.R.B. 3186, PG. 1388
N64°21'37"E 35.00'
N64°21'37"E 125.00'
LOT 2 PARCEL NO. 4242-86-02-0020 OWNER: TODD M BLAD ET AL O.R.B. 3042, PG. 1981
LESS AND EXCEPT
N64°18'17"E 125.00'
PARCEL NO. 4242-86-02-0010 OWNER: VICTOR RICCO ET AL O.R.B. 7776, PG. 1232
PARCEL NO. 4242-86-02-0010 OWNER: ANTHONY G MUCHABEE ET AL O.R.B. 7192, PG. 1232
PARCEL NO. 4242-04-34-0130 OWNER: THOMAS E DAVIS O.R.B. 6557, PG. 3648
PARCEL NO. 4242-0M-00-0030 OWNER: EQUITABLE CAR WASH LLC O.R.B. 7778, PG. 2667
PARCEL NO. 4242-0M-00-0010 OWNER: JAMES DAVID RUSLER ET AL O.R.B. 7768, PG. 4385
PARCEL NO. 4242-86-03-0220 OWNER: ALMA K PRATT O.R.B. 3126, PG. 714
PARCEL NO. 4242-86-03-0230 OWNER: DANIEL E DAVIS ET AL O.R.B. 7810, PG. 3555
BLOCK 34 MARY C. FLEMING SUBDIVISION M.B. 1, PG. 1
BLOCK A AMENDED PLAT OF FLEMING PARK M.B. 26, PG. 110
BLOCK B AMENDED PLAT OF FLEMING PARK M.B. 26, PG. 110
BLOCK C AMENDED PLAT OF FLEMING PARK M.B. 26, PG. 110
PARCEL 1
PARCEL 2
PARCEL 3
7.60 ACRES±
OLD KINGS ROAD (60' R/W)
13TH STREET (50' R/W PER PLET – NOT OPEN OR IMPROVED)
13TH STREET (50' R/W)
NOVA ROAD (STATE ROAD NO. 5A) (118' R/W PER FDOT R/W MAP SECTION 79100-2559)
WESTSIDE NOVA COMMERCIAL PARK REPLAT M.B. 47, PG. 184
TROPICAL PARK M.B. 23, PG. 213
SHOTWELL'S JUNGLE GARDEN SUB M.B. 23, PG. 25
NE CORNER OF WESTSIDE NOVA COMMERCIAL PARK REPLAT FD. 4"x4" CM (PRM PSM 4002)
30' WIDE COMMON INGRESS EGRESS EASEMENT FOR LOTS 5 & 6PER M.B. 47, PG. 101
30' WIDE COMMON INGRESS EGRESS EASEMENT FOR LOTS 3 & 4PER M.B. 47, PG. 101
50' DRAINAGE & UTILITY EASEMENT PER M.B. 47, PG. 101
5' UTILITY EASEMENT
10' UTILITY EASEMENT PER M.B. 47, PG. 101
15' WATER & SEWER EASEMENT PER O.R.B. 3858, PG. 3210 & O.R.B. 3958, PG. 4454
40' DRAINAGE & UTILITY EASEMENT PER M.B. 47, PG. 101
44' WIDE INGRESS EGRESS EASEMENT FOR LOT 1 PER M.B. 47, PG. 101
COREESPONDING SCHEDULE BII EXCEPTION NO. (TYP)
LIMITS OF 1/2 PETROLEOM AND 3/4 MINERAL RIGHTS PER T.I.I.F. DEED RECORDED IN D.B. 306, PG. 596
MASTER STORMWATER RETENTION AREA (COMMON AREA "B")
(COMMON AREA "A")
1' LANDSCAPE BUFFER PER M.B. 47, PG. 101
FND 5/8" IR (NO ID)
FND 5/8" IR (LB 6020)
FND N/D (NO ID)
FND NAIL (NO ID)
FND 4"x4" CM (NO ID)
FND 3/4" IP (NO ID)
FND 1" IP (NO ID)
FND 1/2" IR (NO ID)
FND 1/2" IP (RLS 2926) 0.26'S & 0.28'W
FND 1" IP (NO ID-BENT) 1.47' S ON-LINE
FND 1" IP (NO ID-DISTURBED) 0.62'S & 0.26'E
FND 3/4" IP (LB 4002) 0.67'S & 0.26'E
FND 1-1/4" IP (LB 6883)
FND 5/8" IR (LB 6883)
FND 5/8" IR (LB 4002)
FND 5/8" IR (0.64'S & 0.4'E
FND 5/8" IR (PSM 5574)
FND 5/8" IR (PLS 3254 3794) 65.00'
FND 1" IP (NO ID) 60.00'
FND 3/4" IP (RLS 3290) 60.00'
FND 4"x4" CM (PRM LS 4002)
FD. 5/8" IR (LB 6883)
FD. 4"x4" CM (PRM LS 4002)
SET 4"x4" CM (NO ID-DISTURBED, LAYING ON ITS SIDE) 140.00'(P&M)
SE CORNER OF THE N 1/2 OF LOT 23 FND 4"x4" CM (NO ID-DISTURBED, LAYING ON ITS SIDE) 140.00'(P&M)
NE CORNER LOT 23, BLOCK 34 FND 5/8" IR (LB 4002)
S LINE OF THE N 1/2 OF LOT 22
S LINE OF THE N 1/2 OF LOT 23
N LINE LOT 22
N LINE LOT 23
S64°21'37"W 50.00'
S64°21'37"W 439.94'(M) 440.00'(P)
S64°21'37"W 140.00'(P&M)
S64°21'37"W 546.21'
S64°21'37"W 89.88'(M)
S64°21'37"W 469.88'(M) S72°07'06"W 470.00'(D)
S25°39'45"E 210.49'
S25°39'45"E 19.78'
S25°39'45"E 165.00'
S25°39'45"E 328.45'
S25°41'21"E 200.00'
S25°41'21"E 209.87'
S25°41'21"E 140.00'(P&C)
S25°41'21"E 1121.94'
S25°41'21"E 946.72'
S25°41'21"E 328.45'(M)
S25°41'21"E 125.03'(M)
N25°39'45"W 328.32'
N25°39'45"W 120.22'
N25°39'45"W 19.78'
N25°41'21"W 180.00'(P&C)
N25°41'21"W 125.00'(P)
S50°04'05"E 266.01'(M)
S50°04'05"E 333.50'(M)
S50°04'05"E 434.39'(P) S50°08'43"E 434.26'(M)
S39°55'55"W 454.05'(M) N39°50'17"E 453.97'(P)
N39°55'55"E 333.50'(M) N39°50'17"E 333.25'(P)
S50°08'43"E 266.45'(P)
S50°08'43"E 621.85'(P) 622.82'(M)
N64°22'43"E 629.62'
N72°01'52"E(D) N64°18'17"E(C) 160.00'
N72°01'52"E(D) N64°18'17"E(C) 150.00'
N25°39'45"W 1193.41'(D) N25°39'45"W 1193.41'(M)
N25°39'45"W 1193.41'(D) N25°39'45"W 1193.41'(M)
N25°39'45"W 1193.41'(D) N25°39'45"W 1193.41'(M)
N25°41'21"W 125.00'(P)
N25°41'21"W 125.03'(M)
S25°39'45"E 328.45'
S25°39'45"E 328.45'(M)
S25°41'21"E 328.45'(M)
S25°41'21"E 328.45'(M)
S25°41'21

POINT OF REFERENCE
NW CORNER LOT 22, BLOCK 34
FND 1" IP (NO ID)
FND 1/2" IR (NO ID)
R/W LINE
POINT OF BEGINNING
PARCEL 1
FND 4"x4" CM (NO ID)
N72°01'52"E 470.00'(D)
N64°18'17"E 469.72'(M)
NE CORNER LOT 23, BLOCK 34
FND 5/8" IR (LB 4002)
N LINE LOT 22
N LINE LOT 23
BLOCK 34
MARY C. FLEMING SUBDIVISION
M.B. 1, PG. 1
LESS AND EXCEPT
POINT OF BEGINNING
LESS AND EXCEPT
LESS AND EXCEPT
N25°39'45"W 328.32'
PARCEL 1
7.60 ACRES±
10' R/W EASEMENT PER O.R.B. 2881, PG. 1193
FENCE CORNER 0.3'ELY
8.5'x9.6' ALUMINUM SHED
FND 1/2" IR (RLS 2926) 0.26'S & 0.28'W
15.2'x20.1' ALUMINUM ROOF
FENCE CORNER 1.2'S & 0.3'E
N64°21'37"E 35.00'
FND 1" IP (NO ID-BENT) 1.47' S ON-LINE
6.8'x10.4' PLASTIC SHED
3' UTILITY EASEMENT
OLD KINGS ROAD (60' R/W)
R/W LINE
N25°39'45"W 120.22'
FENCE CORNER 0.2'S & 1.1'W
S LINE OF THE N 1/2 OF LOT 22
139.91'
S LINE OF THE N 1/2 OF LOT 23
139.96'
S64°21'37"W 50.00'
(50' R/W PER PLAT - NOT OPEN OR IMPROVED)
S25°41'21"E 140.00'(P&C)
UN-NAMED ROAD
N25°41'21"W 180.00'(P&C)
SE CORNER OF THE N 1/2 OF LOT 23
FND 4"x4" CM (NO ID-DISTURBED, LAYING ON ITS SIDE)
FND 5/8" IR (LB 6883)
BLOCK B
AMENDED PLAT OF FLEMING PARK
M.B. 26, PG. 110
PARCEL 2
LESS AND EXCEPT
FND 1" IP (NO ID-DISTURBED) 0.62'S & 0.26'E
N64°21'37"E 125.00'
FND 3/4" IP (LB 4002) 0.67'S & 0.26'E
FENCE CORNER 0.7'S
FENCE CORNER 0.8'S & 0.1'E
19.78'
CONCRETE
ASPHALT PAVEMENT
S64°21'37"W 439.94'(M) 440.00'(P)
13TH STREET (50' R/W PER PLET - NOT OPEN OR IMPROVED)
BLOCK A
AMENDED PLAT OF FLEMING PARK
M.B. 26, PG. 110
FND 5/8" IR (PLS 3254 3794)
FND 1" IP (NO ID)
FND 1" IP (NO ID)
FND 5/8" IR (PSM 5574)
FND 3/4" IP (RLS 3290)
FND 1" IP (NO ID)
FND 1" IP (NO ID)
ORIGINAL R/W LINE
PAVEMENT STRIPING (TYP)
ASPHALT PAVEMENT
S64°21'37"W 140.00'(P&M)
FND 5/8" IR (NO ID) 0.64'S & 0.4'E
FND 4"x4" CM (PRM LS 4002)
13TH STREET (50' R/W)
TROPICAL PARK
M.B. 23, PG. 213
SHOTWELL'S JUNGLE GARDEN SUB
M.B. 23, PG. 25
LOT 38
LOT 39
LOT 77
6' CONCRETE CURB & GUTTER
6.00' ACCESS EASEMENT PER O.R.B. 3661, PAGE 1410
DRAINAGE EASEMENT PER O.R.B. 3661, PAGE 1410
FD. 4"x4" CM (PRM LS 4002)
FD. 5/8" IR (LB 6883)
40' DRAINAGE & UTILITY EASEMENT PER M.B. 47, PG. 101 (COMMON AREA "A")
8" PVC
18" CPP
OVERFLOW STRUCTURE
MES
RETENTION POND
MASTER STORMWATER RETENTION AREA (COMMON AREA "B")
3' UTILITY EASEMENT
LOT 26
LOT 25
LOT 24
LOT 23
LOT 22
LOT 7
LOT 6
LOT 5
LOT 4
LOT 3
LOT 2
LOT 1
LOT 21
LOT 20
LOT 19
LOT 18
LOT 17
LOT 16
BLOCK 6 HIGHLAND PARK M.B. 10, PG. 64
BLOCK 5 HIGHLAND PARK M.B. 10, PG. 64
LOT 12
LOT 13
LOT 4
LOT 3
LOT 2
PARCEL 3
PARCEL 2
PARCEL 1
S25°41'21"E 994.76'
(COMMON AREA "A")
15' WATER & SEWER EASEMENT PER O.R.B. 3858, PG. 3210 & O.R.B. 3958, PG. 4454
40' DRAINAGE & UTILITY EASEMENT PER M.B. 47, PG. 101 UNLESS OTHERWISE NOTED
10' UTILITY EASEMENT PER M.B. 47, PG. 101
30' WIDE COMMON INGRESS EGRESS EASEMENT FOR LOT 2 PER M.B. 47, PG. 101
44' WIDE INGRESS EGRESS EASEMENT FOR LOT 1 PER M.B. 47, PG. 101
GRAVEL PARKING LOT AREA LOCATED INSIDE FENCED AREA
LIMITS OF 1/2 PETROLEOM AND 3/4 MINERAL RIGHTS PER T.I.I.F. DEED RECORDED IN D.B. 306, PG. 596
1 STORY MASONRY CAR WASH
CONCRETE
4" WELL
8" CONCRETE CURB
N39°55'55"E 333.50'(M)
N39°50'17"E 333.25'(P)
S39°55'55"W 454.05'(M)
N39°50'17"E 453.97'(P)
S00°04'05"E 266.01'(M)
S00°09'43"E 266.05'(P)
NOVA ROAD (STATE ROAD NO. 5A)
(118' R/W PER FDOT R/W MAP SECTION 79190-2509)
2' C&G
ASPHALT PAVEMENT
6" CONCRETE CURB
GUTTER INLET
PAVEMENT STRIPING (TYP)
WATER SERVICE
WESTSIDE NOVA COMMERCIAL PARK REPLAT
M.B. 47, PG. 184
LOT 1
LOT 2
LOT 3
LOT 4
R/W LINE
6' CLF
4' CLF
6' WF
4' WF
2.3'
5.6'
5.7'
7.5'x8.0' ? SHED
1.6'
1.2'
7.7'x10.5" WOOD SHED
1.7'
2.8'
1.0'
1.1'
10.6'
10.7'
10.8'
3.00'
6.00'
10.00'
8.2'
2.2'
4.5'
2.1'
6.8'x7.0' PLASTIC SHED
10.7'x20.7' WOOD SHED
7.9'x9.9' VINYL SHED
WOOD SHED
ALUMINUM & PLASTIC SHED
5' CLF
FENCE END 1.2'S & 0.3'E
CONCRETE
GATE
0 20 40 80
1 INCH = 40 FEET

LEGEND AND ABBREVIATIONS:

( )	PLAT/DEED	T/B	APPROXIMATE TOP OF BANK
±	MORE OR LESS	T/S	APPROXIMATE TOE OF SLOPE
AC	ACRES	(TYP)	TYPICAL
C&G	CURB & GUTTER	WF	WOOD FENCE
CB	CHORD BEARING	W/	WITH
CH	CHORD DISTANCE		WATER VALVE
℄	CENTER LINE		SANITARY SEWER VALVE
CLF	CHAIN-LINK FENCE		CLEAN OUT
CM	CONCRETE MONUMENT		GAS VALVE
CMP	CORRUGATED METAL PIPE		WATER SPIGOT
CONC.	CONCRETE		BACK FLOW PREVENTOR
E/P	EDGE OF PAVEMENT		FIRE HYDRANT
E/W	APPROXIMATE EDGE OF WATER		SINGLE POLE SIGN
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION		CENTRAL ANGLE
FFE	FINISHED FLOOR		BREAK LINE
FIRM	FLOOD (FLORIDA) INSURANCE RATE MAP		FOUND 4"x4" CM (AS NOTED)
FNC	FENCE		SET N/D (LB 4335)
FD.	FOUND		FOUND N/D (AS NOTED)
ID	IDENTIFICATION		SET 5/8" IRC (LB 4335)
IP	IRON PIPE		FOUND IRON ROD (AS NOTED)
IR	IRON ROD		FOUND IRON PIPE (AS NOTED)
L	ARC LENGTH		CABLE TELEVISION RISER BOX
LB	LICENSED BUSINESS		ELECTRIC METER
M.B.	MAP BOOK		ELECTRIC JUNCTION BOX
MES	MITERED END SECTION		FIBER-OPTIC JUNCTION BOX
N/D	NAIL & DISK		GAS METER
NO.	NUMBER		TELEPHONE JUNCTION BOX
O.R.B.	OFFICIAL RECORDS BOOK		TRAFFIC SIGNAL BOX
OHU	OVER-HEAD UTILITIES		WATER METER
P.B.	PLAT BOOK		WOOD UTILITY POLE
PC	POINT OF CURVATURE		CONCRETE UTILITY POLE
PCP	PERMANENT CONTROL POINT		GUY ANCHOR
PG(S).	PAGE/PAGES		LIGHT POLE
PLS	PROFESSIONAL LAND SURVEYOR		CATCH BASIN/YARD DRAIN
PRM	PERMANENT REFERENCE MONUMENT		STORM MANHOLE
PSM	PROFESSIONAL SURVEYOR MAPPER		SANITARY MANHOLE
PT	POINT OF TANGENCY		WELL
R	RADIUS		FIBER-OPTIC CABLE MARKER
R/W	RIGHT OF WAY		GAS LINE MARKER
RCP	REINFORCED CONCRETE PIPE		POTABLE WATER LINE MARKER

MARK DOWST & ASSOCIATES, INC.
* ENGINEERS PLANNERS SURVEYORS LB#4335 *
536 NORTH HALIFAX AVENUE, SUITE 100, DAYTONA BEACH, FLORIDA 32118 PH:386-258-7999

ALTA/NSPS LAND TITLE SURVEY				PROJECT #	1257
DRAWN BY: LAT	DRAW DATE: 09/14/21	CHECKED BY: LHD	SCALE: 1" = 40'	FILE NAME: 1257_suralta.dwg	
CREW: SC,JB,BT	FIELD DATE: 09/10/21	F.B./PG.: 231/76-78;232/4-8,21-32		SHEET	2 OF 2

Drawing name: V:\DWGS\1257 NOVA ROAD Alabama Ltr_Survey\Civil 3D\DWGS\1257_suralta.dwg Feb 09, 2023 2:43pm

Attachment: 1257_ALTA Svy (02-09-23) (2024-R-5 : Plat Vacate Request - Area of 13Th Street and Old Kings Road - Fleming)

PROJ. #: _____

HOLLY HILL
FLORIDA

1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: 386-248-9442 Email: permitdesk@hollyhillfl.org

SUBDIVISION

ALL INFORMATION MUST BE PROVIDED FOR APPLICATION TO BE CONSIDERED COMPLETE

PROPERTY

SUBDIVISION NAME: Holly Hill Self Storage Partial Plat Vacation			
PARCEL ID #(S): ADDRESS: See Attached Plans			
NUMBER OF LOTS: _____ ☐ SINGLE FAMILY ☐ TOWNHOMES ☐ COMMERCIAL ☐ INDUSTRIAL ☒ OTHER Partial Plat Vacation - unimproved row			
ARE ANY TREES BEING REMOVED? ☐ YES ☐ NO (IF YES, ATTACH COMPLETED ARBOR APPLICATION)			
WATER PROVIDER:		SEWER PROVIDER:	
ZONING:	FUTURE LAND USE:	TOTAL ACREAGE:	BCC DISTRICT:

APPLICANT

NAME: Robert A. Merrell III, Esquire		COMPANY: Cobb Cole	
ADDRESS: 149 S. Ridgewood Avenue, Suite 700			
CITY: Daytona Beach	STATE: FL	ZIP: 32114	
PHONE: 386/323-9263		EMAIL: Rob.Merrell@CobbCole.com	

CONSULTANT

NAME: Mark Dowst, P.E.		COMPANY: Mark Dowst & Associates, Inc.	
ADDRESS: 536 N. Halifax Ave., Suite 100			
CITY: Daytona Beach	STATE: FL	ZIP: 32118	
PHONE: 386/258-7999		EMAIL: mdowst@mdaeng.com	

Attachment: Application (2024-R-5 : Plat Vacate Request - Area of 13Th Street and Old Kings Road - Fleming)

PROJ. #: _____

HOLLY HILL
FLORIDA

1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: 386-248-9442 Email: permitdesk@hollyhillfl.org

OWNER(S)

NAME(S): Nisbitt Properties, LLC			
ADDRESS: 332 John Anderson Drive			
CITY: Ormond Beach	STATE: FL	ZIP: 32176	
PHONE: 386/323-9263	EMAIL: Rob.Merrell@CobbCole.com		

APPLICATION TYPES/FEES

☒ **CONCEPT PLAN** - Partial Plat Vacation	$350.00*
☐ **FINAL SUBDIVISION PLAN**	$1,000.00* + $25 Per Lot
☐ **MINOR REPLAT** (RESIDENTIAL: MAX 4 LOTS / COMMERCIAL MAX 2 LOTS)	$250.00*
☐ **FINAL PLAT**	$500.00* + $25 Per Lot

***There may be additional fees (pass-through fees) for reviews of items such as storm-water plans and traffic impact analysis, which are not done by the City. The applicant will be responsible for all fees charged for professional services not performed by the City. The subdivision plan will not be approved until all such fees are paid in full.**

ATTACHMENT CHECKLIST

HARDCOPY SUBMITTAL

- ☒ APPLICATION
- ☐ APPLICATION FEE (See note above regarding pass-through fees)
- ☐ CONCURRENCY APPLICATION, IF APPLICABLE
- ☐ ARBOR APPLICATION (FINAL PLAN ONLY)
- ☒ PLAN / PLAT MEETING ALL REQUIREMENTS OF CHAPTER 82
- ☐ IF SUBMITTING PLAT - 5 COPIES OF PLAT 20" x 24" AND 1 CD WITH PLAT IN PDF FORMAT
- ☐ IF SUBMITTING FINAL SUBDIVISION PLAN - 5 COPIES OF FINAL PLAN DRAWINGS 24" x 36" AND 1 CD WITH PLAN IN PDF FORMAT
- ☐ IF SUBMITTING CONCEPT PLAN SEE CHAPTER 82 FOR REQUIREMENTS
- ☒ BOUNDARY SURVEY – SIGNED AND SEALED (FINAL/MINOR PLAT ONLY)
- ☐ TITLE OPINION - ORIGINAL (PLAT ONLY)
- ☐ SCALD - SCHOOL CAPACITY AVAILABILITY LETTER OF DETERMINATION (IF MORE THAN 10 RESIDENTIAL UNITS)
- ☐ DRAINAGE REPORT (FINAL PLAN ONLY)
- ☐ FIRE FLOW REPORT (FINAL PLAN ONLY)
- ☐ SOILS REPORT (FINAL PLAN ONLY)
- ☐ IF APPLICABLE - ENVIRONMENTAL ASSESSMENT REPORT (FINAL PLAN ONLY)

Attachment: Application (2024-R-5 : Plat Vacate Request - Area of 13Th Street and Old Kings Road - Fleming)

PROJ. #: _____

HOLLY HILL
FLORIDA

1065 Ridgewood Avenue, Holly Hill, FL 32117
Phone: 386-248-9442 Email: permitdesk@hollyhillfl.org

CONCURRENCY REVIEW MANAGEMENT SYSTEM (SELECT ONE)

☐ I hereby declare and assert that the aforementioned proposal and property described are covered by a valid previously issues and unexpired Certificate of Vesting or prior Concurrency determination as identified below: (Please attach a copy of the Certificate of Vesting or Prior Test/Concurrency Notice.)

Vesting Certificate/Test Notice Number: _____ Date Issued: _____

☐ Concurrency Application is attached.

☐ I elect to defer the Concurrency Review determination for the above listed property until a point as late as Final Plan. I further specifically acknowledge that any proposed development on the subject property will be required to undergo Concurrency Review and meet all Concurrency requirements in the future.

_____ 5/8/23

SIGNATURE OF OWNER/AUTHORIZED AGENT **DATE**

Attachment: Application (2024-R-5 : Plat Vacate Request - Area of 13Th Street and Old Kings Road - Fleming)

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

AltKey: 5951243 **Parcel ID: 42420M000020**
NISBETT PROPERTIES LLC **1704 NOVA RD, HOLLY HILL, FL**

Parcel Summary

Alternate Key:	5951243
Parcel ID:	42420M000020
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	0M - 00 - 0020
Owner(s):	NISBETT PROPERTIES LLC - FS - Fee Simple - 100%
Mailing Address On File:	332 JOHN ANDERSON DR ORMOND BEACH FL 32176
Physical Address:	1704 NOVA RD, HOLLY HILL 32117
Property Use:	1000 - VACANT COMM
Tax District:	203-HOLLY HILL
2022 Final Millage Rate:	18.7895
Neighborhood:	7250
Business Name:	
Subdivision Name:	WESTSIDE NOVA COMMERCIAL PARK REPLAT
Homestead Property:	No

Attachment: PA Information Sheets (2024-R-5 : Plat Vacate Request - Area of 13Th Street and Old Kings Road - Fleming)

AltKey: 5951243 **Parcel ID: 42420M000020**
NISBETT PROPERTIES LLC **1704 NOVA RD, HOLLY HILL, FL**

Working Tax Roll Values by Taxing Authority

	Tax Authority	Just Value	Assessed	Ex/10cap	Taxable	Millage	Estimated
0017	CAPITAL IMPROVEMENT	$258,422	$258,422	$0	$258,422	1.5000	$387.63
0012	DISCRETIONARY	$258,422	$258,422	$0	$258,422	0.7480	$193.30
0011	REQ LOCAL EFFORT	$258,422	$258,422	$0	$258,422	3.2340	$835.74
0050	GENERAL FUND	$258,422	$258,422	$0	$258,422	4.8499	$1,253.32
0055	LIBRARY	$258,422	$258,422	$0	$258,422	0.4635	$119.78
0520	MOSQUITO CONTROL	$258,422	$258,422	$0	$258,422	0.1781	$46.03
0530	PONCE INLET PORT AUTHORITY	$258,422	$258,422	$0	$258,422	0.0760	$19.64
0058	VOLUSIA ECHO	$258,422	$258,422	$0	$258,422	0.2000	$51.68
0057	VOLUSIA FOREVER	$258,422	$258,422	$0	$258,422	0.2000	$51.68
0065	FLORIDA INLAND NAVIGATION DISTRICT	$258,422	$258,422	$0	$258,422	0.0320	$8.27
0100	HALIFAX HOSPITAL AUTHORITY	$258,422	$258,422	$0	$258,422	0.8606	$222.40
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	$258,422	$258,422	$0	$258,422	0.1974	$51.01
0200	HOLLY HILL	$258,422	$258,422	$0	$258,422	6.2500	$1,615.14
						18.7895	$4,855.62

Non-Ad Valorem Assessments

Project	Units	Rate	Total
			$0.00

Estimated Ad Valorem Tax:	$4,855.62
Estimated Non-Ad Valorem Tax:	$0.00
Estimated Taxes:	**$4,855.62**
Estimated Tax Amount without SOH:	$4,855.62

Attachment: PA Information Sheets (2024-R-5 : Plat Vacate Request - Area of 13Th Street and Old Kings Road - Fleming)

AltKey: 5951243
NISBETT PROPERTIES LLC

Parcel ID: 42420M000020
1704 NOVA RD, HOLLY HILL, FL

Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	Exemptions	Taxable	HX Savings
2022	$254,177	$3,122	$257,299	$257,299	$0	$257,299	$0
2021	$240,799	$2,752	$243,551	$243,551	$0	$243,551	$0
2020	$240,799	$2,709	$243,508	$243,508	$0	$243,508	$0
2019	$240,799	$2,528	$243,327	$242,447	$0	$242,447	$0
2018	$230,903	$2,528	$233,431	$220,406	$0	$220,406	$0
2017	$197,917	$2,452	$200,369	$200,369	$0	$200,369	$0
2016	$197,917	$2,428	$200,345	$200,345	$0	$200,345	$0
2015	$197,917	$2,428	$200,345	$200,345	$0	$200,345	$0
2014	$219,908	$1,360	$221,268	$221,268	$0	$221,268	$0

Attachment: PA Information Sheets (2024-R-5 : Plat Vacate Request - Area of 13Th Street and Old Kings Road - Fleming)

AltKey: 5951243 **Parcel ID: 42420M000020**

NISBETT PROPERTIES LLC **1704 NOVA RD, HOLLY HILL, FL**

Land Data

#	Land Use	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	1003-COMMERCIAL LND W/SI	SQUARE FEET			104718			3.65	$254,177

Total Land Value: **$254,177**

Attachment: PA Information Sheets (2024-R-5 : Plat Vacate Request - Area of 13Th Street and Old Kings Road - Fleming)

AltKey: 5951243 **Parcel ID: 42420M000020**
NISBETT PROPERTIES LLC **1704 NOVA RD, HOLLY HILL, FL**

Miscellaneous Improvement(s)

#	Type	Year	Area	Units	Depreciated Value
1	FEN-FENCE CHAIN LINK	2000	980	1	$4,245

Attachment: PA Information Sheets (2024-R-5 : Plat Vacate Request - Area of 13Th Street and Old Kings Road - Fleming)

AltKey: 5951243 **Parcel ID: 42420M000020**
NISBETT PROPERTIES LLC **1704 NOVA RD, HOLLY HILL, FL**

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	Inst #	Sale Date	Deed Type	Q/U	V/I	Sale Price
6975 / 2149	2014059292	03/25/2014	QC-QUIT CLAIM DEED	UNQUALIFIED	Vacant	$100
6954 / 1753	2014018738	01/24/2014	WD-WARRANTY DEED	UNQUALIFIED	Vacant	$100
6938 / 1810	2013236648	12/10/2013	WD-WARRANTY DEED	QUALIFIED	Vacant	$275,000
4959 / 1750	2002255277	11/15/2002	WD-WARRANTY DEED	UNQUALIFIED	Vacant	$380,000
4490 / 1115	1999216057	11/15/1999	WD-WARRANTY DEED	UNQUALIFIED	Vacant	$338,000

Attachment: PA Information Sheets (2024-R-5 : Plat Vacate Request - Area of 13Th Street and Old Kings Road - Fleming)

AltKey: 5951243 **Parcel ID: 42420M000020**

NISBETT PROPERTIES LLC **1704 NOVA RD, HOLLY HILL, FL**

Recent Neighborhood Sales

Alt Key	Address	City	Property Class	NBHD	Sale Date	Sale Price
3176189	1631 GRANADA AVE	DAYTONA BEACH	1200-STORE/OFF/RES	7250	11/17/2022	$65,000
3176189	1631 GRANADA AVE	DAYTONA BEACH	1200-STORE/OFF/RES	7250	04/29/2022	$71,000
8000940	1125 N NOVA RD	DAYTONA BEACH	1000-VACANT COMM	7250	04/28/2022	$810,700
5076288	1501 N NOVA RD	HOLLY HILL	7200-PRV SCHL/COLL	7250	04/12/2022	$2,030,800
3168771	1178 S NOVA RD	HOLLY HILL	2700-AUTO SALES	7250	03/14/2022	$550,000
8000938	901 6TH ST	DAYTONA BEACH	4100-LIGHT INDUSTRIAL	7250	01/27/2022	$12,100,000
5076288	1501 N NOVA RD	HOLLY HILL	7200-PRV SCHL/COLL	7250	12/21/2021	$1,150,000
3222041	1104 N NOVA RD	DAYTONA BEACH	4800-WAREH/DIST TERM	7250	12/12/2021	$11,538,000

Attachment: PA Information Sheets (2024-R-5 : Plat Vacate Request - Area of 13Th Street and Old Kings Road - Fleming)

AltKey: 5951243 **Parcel ID: 42420M000020**

NISBETT PROPERTIES LLC **1704 NOVA RD, HOLLY HILL, FL**

Property Description

NOTE: This property description may be a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Volusia County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property descriptions found on this site.

LOT 2 WESTSIDE NOVA COMMERCIAL PARK REPLAT MB 47 PG 184 PER OR 4959 PG 1750 PER OR 6938 PG 1810 PER OR 6954 PG 1753 PER OR 6975 PG 2149

Attachment: PA Information Sheets (2024-R-5 : Plat Vacate Request - Area of 13Th Street and Old Kings Road - Fleming)

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

AltKey: 3169824 **Parcel ID: 424204340220**
NISBETT PROPERTIES LLC **13TH ST, HOLLY HILL, FL**

Parcel Summary

Alternate Key:	3169824
Parcel ID:	424204340220
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	04 - 34 - 0220
Owner(s):	NISBETT PROPERTIES LLC - FS - Fee Simple - 100%
Mailing Address On File:	332 JOHN ANDERSON ORMOND BEACH FL 32176
Physical Address:	13TH ST, HOLLY HILL 32117
Property Use:	0000 - VACANT RES
Tax District:	203-HOLLY HILL
2022 Final Millage Rate:	18.7895
Neighborhood:	2741
Business Name:	
Subdivision Name:	
Homestead Property:	No

Attachment: PA Information Sheets (2024-R-5 : Plat Vacate Request - Area of 13Th Street and Old Kings Road - Fleming)

AltKey: 3169824 **Parcel ID: 424204340220**

NISBETT PROPERTIES LLC **13TH ST, HOLLY HILL, FL**

Working Tax Roll Values by Taxing Authority

	Tax Authority	Just Value	Assessed	Ex/10cap	Taxable	Millage	Estimated
0017	CAPITAL IMPROVEMENT	$32,165	$32,165	$0	$32,165	1.5000	$48.25
0012	DISCRETIONARY	$32,165	$32,165	$0	$32,165	0.7480	$24.06
0011	REQ LOCAL EFFORT	$32,165	$32,165	$0	$32,165	3.2340	$104.02
0050	GENERAL FUND	$32,165	$32,165	$0	$32,165	4.8499	$156.00
0055	LIBRARY	$32,165	$32,165	$0	$32,165	0.4635	$14.91
0520	MOSQUITO CONTROL	$32,165	$32,165	$0	$32,165	0.1781	$5.73
0530	PONCE INLET PORT AUTHORITY	$32,165	$32,165	$0	$32,165	0.0760	$2.44
0058	VOLUSIA ECHO	$32,165	$32,165	$0	$32,165	0.2000	$6.43
0057	VOLUSIA FOREVER	$32,165	$32,165	$0	$32,165	0.2000	$6.43
0065	FLORIDA INLAND NAVIGATION DISTRICT	$32,165	$32,165	$0	$32,165	0.0320	$1.03
0100	HALIFAX HOSPITAL AUTHORITY	$32,165	$32,165	$0	$32,165	0.8606	$27.68
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	$32,165	$32,165	$0	$32,165	0.1974	$6.35
0200	HOLLY HILL	$32,165	$32,165	$0	$32,165	6.2500	$201.03
						18.7895	$604.36

Non-Ad Valorem Assessments

Project	Units	Rate	Total
			$0.00

Estimated Ad Valorem Tax:	$604.36
Estimated Non-Ad Valorem Tax:	$0.00
Estimated Taxes:	**$604.36**
Estimated Tax Amount without SOH:	$604.36

Attachment: PA Information Sheets (2024-R-5 : Plat Vacate Request - Area of 13Th Street and Old Kings Road - Fleming)

AltKey: 3169824
NISBETT PROPERTIES LLC

Parcel ID: 424204340220
13TH ST, HOLLY HILL, FL

Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	Exemptions	Taxable	HX Savings
2022	$32,165	$0	$32,165	$32,165	$0	$32,165	$0
2021	$19,131	$0	$19,131	$15,806	$0	$15,806	$0
2020	$19,131	$0	$19,131	$14,369	$0	$14,369	$0
2019	$19,131	$0	$19,131	$13,063	$0	$13,063	$0
2018	$15,576	$0	$15,576	$11,875	$0	$11,875	$0
2017	$15,576	$0	$15,576	$10,795	$0	$10,795	$0
2016	$15,576	$0	$15,576	$9,814	$0	$9,814	$0
2015	$15,576	$0	$15,576	$8,922	$0	$8,922	$0
2014	$8,111	$0	$8,111	$8,111	$0	$8,111	$0

Attachment: PA Information Sheets (2024-R-5 : Plat Vacate Request - Area of 13Th Street and Old Kings Road - Fleming)

AltKey: 3169824 **Parcel ID: 424204340220**
NISBETT PROPERTIES LLC **13TH ST, HOLLY HILL, FL**

Land Data

#	Land Use	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	0010-VAC PVD 2 - 4.99 AC	A-ACRE		1.64				26500	$31,400
2	9600-WASTE LAND	A-ACRE		1.53				500	$765

Total Land Value: **$32,165**

Attachment: PA Information Sheets (2024-R-5 : Plat Vacate Request - Area of 13Th Street and Old Kings Road - Fleming)

AltKey: 3169824 **Parcel ID: 424204340220**
NISBETT PROPERTIES LLC **13TH ST, HOLLY HILL, FL**

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	Inst #	Sale Date	Deed Type	Q/U	V/I	Sale Price
8067 / 4318	2021142775	06/16/2021	WD-WARRANTY DEED	MULTI-PARCEL	Vacant	$275,000
5635 / 1952	2005233286	08/18/2005	WD-WARRANTY DEED	UNQUALIFIED	Vacant	$200,000
5635 / 1948	2005233285	08/15/2005	QC-QUIT CLAIM DEED	UNQUALIFIED	Vacant	$100
5635 / 1945	2005233284	08/15/2005	QC-QUIT CLAIM DEED	UNQUALIFIED	Vacant	$100
4487 / 0201	1999208589	08/15/1999	CT-CERTIFICATE OF TITLE	UNQUALIFIED	Vacant	$1
4291 / 3109	1998056714	02/15/1998	WD-WARRANTY DEED	UNQUALIFIED	Improved	$10,000
3832 / 4768	1993076389	06/15/1993	WD-WARRANTY DEED	UNQUALIFIED	Improved	$65,000
2851 / 0115		07/15/1986	WD-WARRANTY DEED	UNQUALIFIED	Improved	$57,000
2307 / 1595		10/15/1981	RE-RESOLUTION	UNQUALIFIED	Improved	$100

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AltKey: 3169824 **Parcel ID: 424204340220**

NISBETT PROPERTIES LLC **13TH ST, HOLLY HILL, FL**

Recent Neighborhood Sales

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3195698	1281 OLD KINGS RD	DAYTONA BEACH	0100-SINGLE FAMILY	2741	09/16/2022	$128,000
3194446	1190 MANETTE CIR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	09/09/2022	$217,000
3195604	1157 PALM VIEW DR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	07/13/2022	$255,000
5009564	1115 WOODSIDE DR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	06/23/2022	$295,000
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3194951	1576 HAMMOCK DR	HOLLY HILL	0100-SINGLE FAMILY	2741	10/29/2021	$255,000
3195566	1160 PALM VIEW DR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	09/30/2021	$175,000
4669761	1156 13TH ST	DAYTONA BEACH	0100-SINGLE FAMILY	2741	09/14/2021	$160,000

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NISBETT PROPERTIES LLC **13TH ST, HOLLY HILL, FL**

Property Description

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N 1/2 OF LOT 22 EXC W 30 FT FOR ST & E 160 FT OF W 190 FT OF N 69.14 FT & EXC E 160 FT OF W 190 FT OF S 139.14 FT & EXC S 60.02 FT OF N 189.06 FT OF E 150 FT OF W 190 FT & EXC S 60 FT OF N 129.14 FT OF W 190 FT & INC N 1/2 LOT 23 BLK 34 FLEMING FITCH GRANT PER OR 4487 PG 0201 PER OR 5635 PG 1945 PER OR 5635 PG 1948 PER OR 5635 PG 1952 PER OR 8067 PG 4318

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AltKey: 3169824 **Parcel ID: 424204340220**
NISBETT PROPERTIES LLC **13TH ST, HOLLY HILL, FL**

Permit List

Permit Date	Permit #	Description	Contractor	Amount
07/14/1993	19930714042	IMPACT CITY	MIDAAS GROUP INC TH	$0
07/14/1993	19930714043	IMPACT CITY	MIDAAS GROUP INC TH	$0
07/12/1993	93 8196	SINGLE FAMILY-DETACH	MR PERMIT	$43,000
07/12/1993	93 8197	SINGLE FAMILY-DETACH	MR PERMIT	$50,000
03/31/1987	29532D	SINGLE FAMILY-DETACH	CRISP MEMORIAL	$0
03/31/1987	29533D	SINGLE FAMILY-DETACH	CRISP MEMORIAL	$0
03/30/1987	29531D	SINGLE FAMILY-DETACH	CRISP MEMORIAL	$0
03/13/1987	29426D	OTHER BLDGS DEMO	CRISP MEMORIAL	$50

Attachment: PA Information Sheets (2024-R-5 : Plat Vacate Request - Area of 13Th Street and Old Kings Road - Fleming)

VOLUSIA COUNTY PROPERTY APPRAISER
LARRY BARTLETT, JD, CFA
WE VALUE VOLUSIA

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

AltKey: 4670076 **Parcel ID: 424286030260**
NISBETT PROPERTIES LLC **OLD KINGS RD, ORMOND BEACH, FL**

Parcel Summary

Alternate Key:	4670076
Parcel ID:	424286030260
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	86 - 03 - 0260
Owner(s):	NISBETT PROPERTIES LLC - FS - Fee Simple - 100%
Mailing Address On File:	332 JOHN ANDERSON ORMOND BEACH FL 32176
Physical Address:	OLD KINGS RD, ORMOND BEACH 32117
Property Use:	0000 - VACANT RES
Tax District:	203-HOLLY HILL
2022 Final Millage Rate:	18.7895
Neighborhood:	2741
Business Name:	
Subdivision Name:	
Homestead Property:	No

Attachment: PA Information Sheets (2024-R-5 : Plat Vacate Request - Area of 13Th Street and Old Kings Road - Fleming)

AltKey: 4670076 **Parcel ID: 424286030260**

NISBETT PROPERTIES LLC **OLD KINGS RD, ORMOND BEACH, FL**

Working Tax Roll Values by Taxing Authority

	Tax Authority	Just Value	Assessed	Ex/10cap	Taxable	Millage	Estimated
0017	CAPITAL IMPROVEMENT	$12,830	$12,741	$0	$12,830	1.5000	$19.25
0012	DISCRETIONARY	$12,830	$12,741	$0	$12,830	0.7480	$9.60
0011	REQ LOCAL EFFORT	$12,830	$12,741	$0	$12,830	3.2340	$41.49
0050	GENERAL FUND	$12,830	$12,741	$89	$12,741	4.8499	$61.79
0055	LIBRARY	$12,830	$12,741	$89	$12,741	0.4635	$5.91
0520	MOSQUITO CONTROL	$12,830	$12,741	$89	$12,741	0.1781	$2.27
0530	PONCE INLET PORT AUTHORITY	$12,830	$12,741	$89	$12,741	0.0760	$0.97
0058	VOLUSIA ECHO	$12,830	$12,741	$89	$12,741	0.2000	$2.55
0057	VOLUSIA FOREVER	$12,830	$12,741	$89	$12,741	0.2000	$2.55
0065	FLORIDA INLAND NAVIGATION DISTRICT	$12,830	$12,741	$89	$12,741	0.0320	$0.41
0100	HALIFAX HOSPITAL AUTHORITY	$12,830	$12,741	$89	$12,741	0.8606	$10.96
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	$12,830	$12,741	$89	$12,741	0.1974	$2.52
0200	HOLLY HILL	$12,830	$12,741	$89	$12,741	6.2500	$79.63
						18.7895	$239.89

Non-Ad Valorem Assessments

Project	Units	Rate	Total
			$0.00

Estimated Ad Valorem Tax:	$239.89
Estimated Non-Ad Valorem Tax:	$0.00
Estimated Taxes:	**$239.89**
Estimated Tax Amount without SOH:	$241.07

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AltKey: 4670076 Parcel ID: 424286030260

NISBETT PROPERTIES LLC OLD KINGS RD, ORMOND BEACH, FL

Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	Exemptions	Taxable	HX Savings
2022	$11,583	$0	$11,583	$11,583	$0	$11,583	$0
2021	$6,772	$0	$6,772	$5,473	$0	$5,473	$0
2020	$5,346	$0	$5,346	$4,975	$0	$4,975	$0
2019	$5,346	$0	$5,346	$4,523	$0	$4,523	$0
2018	$4,811	$0	$4,811	$4,112	$0	$4,112	$0
2017	$3,742	$0	$3,738	$3,738	$0	$3,738	$0
2016	$3,916	$0	$3,916	$3,605	$0	$3,605	$0
2015	$3,277	$0	$3,277	$3,277	$0	$3,277	$0
2014	$3,277	$0	$3,277	$3,277	$0	$3,277	$0

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AltKey: 4670076 **Parcel ID: 424286030260**

NISBETT PROPERTIES LLC **OLD KINGS RD, ORMOND BEACH, FL**

Land Data

#	Land Use	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	0001-VAC PVD THRU .49 AC	F-FRONT FOOT				60	140	360	$12,830

Total Land Value: **$12,830**

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AltKey: 4670076 **Parcel ID: 424286030260**

NISBETT PROPERTIES LLC **OLD KINGS RD, ORMOND BEACH, FL**

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5635 / 1948	2005233285	08/15/2005	QC-QUIT CLAIM DEED	UNQUALIFIED	Vacant	$100
5635 / 1945	2005233284	08/15/2005	QC-QUIT CLAIM DEED	UNQUALIFIED	Vacant	$100
4487 / 0201	1999208589	10/15/1999	CT-CERTIFICATE OF TITLE	UNQUALIFIED	Vacant	$1
4469 / 1979	1999172445	08/15/1999	CT-CERTIFICATE OF TITLE	UNQUALIFIED	Vacant	$100
4291 / 3109	1998056714	02/15/1998	WD-WARRANTY DEED	UNQUALIFIED	Vacant	$10,000
3811 / 1132	1993029392	03/15/1993	WD-WARRANTY DEED	UNQUALIFIED	Vacant	$29,000

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AltKey: 4670076 **Parcel ID: 424286030260**

NISBETT PROPERTIES LLC **OLD KINGS RD, ORMOND BEACH, FL**

Recent Neighborhood Sales

Alt Key	Address	City	Property Class	NBHD	Sale Date	Sale Price
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NISBETT PROPERTIES LLC **OLD KINGS RD, ORMOND BEACH, FL**

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LOT 26 BLK C AMENDED PLAT OF FLEMING PARK MB 26 PG 110 PER OR 4469 PGS 1979-1980 PER OR 5635 PG 1945 PER OR 5635 PG 1948 PER OR 5635 PG 1952 PER OR 8067 PG 4318

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

AltKey: 4670068 **Parcel ID: 424286030250**
NISBETT PROPERTIES LLC **OLD KINGS RD, ORMOND BEACH, FL**

Parcel Summary

Alternate Key:	4670068
Parcel ID:	424286030250
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	86 - 03 - 0250
Owner(s):	NISBETT PROPERTIES LLC - FS - Fee Simple - 100%
Mailing Address On File:	332 JOHN ANDERSON ORMOND BEACH FL 32176
Physical Address:	OLD KINGS RD, ORMOND BEACH 32117
Property Use:	0000 - VACANT RES
Tax District:	203-HOLLY HILL
2022 Final Millage Rate:	18.7895
Neighborhood:	2741
Business Name:	
Subdivision Name:	
Homestead Property:	No

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NISBETT PROPERTIES LLC **OLD KINGS RD, ORMOND BEACH, FL**

Working Tax Roll Values by Taxing Authority

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0050	GENERAL FUND	$12,830	$12,741	$89	$12,741	4.8499	$61.79
0055	LIBRARY	$12,830	$12,741	$89	$12,741	0.4635	$5.91
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Project	Units	Rate	Total
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2016	$3,916	$0	$3,916	$3,605	$0	$3,605	$0
2015	$3,277	$0	$3,277	$3,277	$0	$3,277	$0
2014	$3,277	$0	$3,277	$3,277	$0	$3,277	$0

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NISBETT PROPERTIES LLC **OLD KINGS RD, ORMOND BEACH, FL**

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NISBETT PROPERTIES LLC **OLD KINGS RD, ORMOND BEACH, FL**

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NISBETT PROPERTIES LLC OLD KINGS RD, ORMOND BEACH, FL

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3195183	1585 HAMMOCK DR	HOLLY HILL	0100-SINGLE FAMILY	2741	06/13/2022	$210,000
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3194489	1195 MANETTE CIR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	06/03/2022	$199,900
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3195671	1151 TROPICAL PARK DR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	02/07/2022	$196,000
3194322	1185 15TH ST	DAYTONA BEACH	0100-SINGLE FAMILY	2741	01/27/2022	$270,000
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NISBETT PROPERTIES LLC **OLD KINGS RD, ORMOND BEACH, FL**

Property Description

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LOT 25 BLK C AMENDED PLAT OF FLEMING PARK MB 26 PG 110 PER OR 4469 PGS 1979-1980 PER OR 5635 PG 1945 PER OR 5635 PG 1948 PER OR 5635 PG 1952 PER OR 8067 PG 4318

Attachment: PA Information Sheets (2024-R-5 : Plat Vacate Request - Area of 13Th Street and Old Kings Road - Fleming)

VOLUSIA COUNTY PROPERTY APPRAISER
LARRY BARTLETT, JD, CFA
WE VALUE VOLUSIA

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

AltKey: 4670050 **Parcel ID: 424286030240**
NISBETT PROPERTIES LLC **OLD KINGS RD, ORMOND BEACH, FL**

Parcel Summary

Alternate Key:	4670050
Parcel ID:	424286030240
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	86 - 03 - 0240
Owner(s):	NISBETT PROPERTIES LLC - FS - Fee Simple - 100%
Mailing Address On File:	332 JOHN ANDERSON ORMOND BEACH FL 32176
Physical Address:	OLD KINGS RD, ORMOND BEACH 32117
Property Use:	0000 - VACANT RES
Tax District:	203-HOLLY HILL
2022 Final Millage Rate:	18.7895
Neighborhood:	2741
Business Name:	
Subdivision Name:	
Homestead Property:	No

Attachment: PA Information Sheets (2024-R-5 : Plat Vacate Request - Area of 13Th Street and Old Kings Road - Fleming)

AltKey: 4670050 **Parcel ID: 424286030240**

NISBETT PROPERTIES LLC **OLD KINGS RD, ORMOND BEACH, FL**

Working Tax Roll Values by Taxing Authority

	Tax Authority	Just Value	Assessed	Ex/10cap	Taxable	Millage	Estimated
0017	CAPITAL IMPROVEMENT	$12,830	$12,741	$0	$12,830	1.5000	$19.25
0012	DISCRETIONARY	$12,830	$12,741	$0	$12,830	0.7480	$9.60
0011	REQ LOCAL EFFORT	$12,830	$12,741	$0	$12,830	3.2340	$41.49
0050	GENERAL FUND	$12,830	$12,741	$89	$12,741	4.8499	$61.79
0055	LIBRARY	$12,830	$12,741	$89	$12,741	0.4635	$5.91
0520	MOSQUITO CONTROL	$12,830	$12,741	$89	$12,741	0.1781	$2.27
0530	PONCE INLET PORT AUTHORITY	$12,830	$12,741	$89	$12,741	0.0760	$0.97
0058	VOLUSIA ECHO	$12,830	$12,741	$89	$12,741	0.2000	$2.55
0057	VOLUSIA FOREVER	$12,830	$12,741	$89	$12,741	0.2000	$2.55
0065	FLORIDA INLAND NAVIGATION DISTRICT	$12,830	$12,741	$89	$12,741	0.0320	$0.41
0100	HALIFAX HOSPITAL AUTHORITY	$12,830	$12,741	$89	$12,741	0.8606	$10.96
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	$12,830	$12,741	$89	$12,741	0.1974	$2.52
0200	HOLLY HILL	$12,830	$12,741	$89	$12,741	6.2500	$79.63
						18.7895	$239.89

Non-Ad Valorem Assessments

Project	Units	Rate	Total
			$0.00

Estimated Ad Valorem Tax:	$239.89
Estimated Non-Ad Valorem Tax:	$0.00
Estimated Taxes:	**$239.89**
Estimated Tax Amount without SOH:	$241.07

Attachment: PA Information Sheets (2024-R-5 : Plat Vacate Request - Area of 13Th Street and Old Kings Road - Fleming)

AltKey: 4670050 Parcel ID: 424286030240

NISBETT PROPERTIES LLC OLD KINGS RD, ORMOND BEACH, FL

Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	Exemptions	Taxable	HX Savings
2022	$11,583	$0	$11,583	$11,583	$0	$11,583	$0
2021	$6,772	$0	$6,772	$5,473	$0	$5,473	$0
2020	$5,346	$0	$5,346	$4,975	$0	$4,975	$0
2019	$5,346	$0	$5,346	$4,523	$0	$4,523	$0
2018	$4,811	$0	$4,811	$4,112	$0	$4,112	$0
2017	$3,742	$0	$3,738	$3,738	$0	$3,738	$0
2016	$3,916	$0	$3,916	$3,605	$0	$3,605	$0
2015	$3,277	$0	$3,277	$3,277	$0	$3,277	$0
2014	$3,277	$0	$3,277	$3,277	$0	$3,277	$0

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AltKey: 4670050 **Parcel ID: 424286030240**

NISBETT PROPERTIES LLC **OLD KINGS RD, ORMOND BEACH, FL**

Land Data

#	Land Use	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	0001-VAC PVD THRU .49 AC	F-FRONT FOOT				60	140	360	$12,830

Total Land Value: **$12,830**

Attachment: PA Information Sheets (2024-R-5 : Plat Vacate Request - Area of 13Th Street and Old Kings Road - Fleming)

AltKey: 4670050 **Parcel ID: 424286030240**
NISBETT PROPERTIES LLC **OLD KINGS RD, ORMOND BEACH, FL**

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	Inst #	Sale Date	Deed Type	Q/U	V/I	Sale Price
8067 / 4318	2021142775	06/16/2021	WD-WARRANTY DEED	MULTI-PARCEL	Vacant	$275,000
5635 / 1952	2005233286	08/18/2005	WD-WARRANTY DEED	UNQUALIFIED	Vacant	$200,000
5635 / 1948	2005233285	08/15/2005	QC-QUIT CLAIM DEED	UNQUALIFIED	Vacant	$100
5635 / 1945	2005233284	08/15/2005	QC-QUIT CLAIM DEED	UNQUALIFIED	Vacant	$100
4487 / 0201	1999208589	08/15/1999	CT-CERTIFICATE OF TITLE	UNQUALIFIED	Vacant	$1
4469 / 1979	1999172445	08/15/1999	CT-CERTIFICATE OF TITLE	UNQUALIFIED	Vacant	$100
4291 / 3109	1998056714	02/15/1998	WD-WARRANTY DEED	UNQUALIFIED	Vacant	$10,000
3811 / 1132	1993029392	03/15/1993	WD-WARRANTY DEED	UNQUALIFIED	Vacant	$29,000

Attachment: PA Information Sheets (2024-R-5 : Plat Vacate Request - Area of 13Th Street and Old Kings Road - Fleming)

AltKey: 4670050 **Parcel ID: 424286030240**

NISBETT PROPERTIES LLC **OLD KINGS RD, ORMOND BEACH, FL**

Recent Neighborhood Sales

Alt Key	Address	City	Property Class	NBHD	Sale Date	Sale Price
3194462	1491 OLD KINGS RD	DAYTONA BEACH	0100-SINGLE FAMILY	2741	10/06/2022	$180,000
3195698	1281 OLD KINGS RD	DAYTONA BEACH	0100-SINGLE FAMILY	2741	09/16/2022	$128,000
3194446	1190 MANETTE CIR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	09/09/2022	$217,000
3195604	1157 PALM VIEW DR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	07/13/2022	$255,000
5009564	1115 WOODSIDE DR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	06/23/2022	$295,000
3195183	1585 HAMMOCK DR	HOLLY HILL	0100-SINGLE FAMILY	2741	06/13/2022	$210,000
5461386	1427 OLD KINGS RD	HOLLY HILL	0100-SINGLE FAMILY	2741	06/08/2022	$265,000
3194446	1190 MANETTE CIR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	06/08/2022	$105,000
3194489	1195 MANETTE CIR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	06/03/2022	$199,900
3195655	1159 TROPICAL PARK DR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	04/26/2022	$220,000
3199367	1194 WOODSIDE DR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	03/04/2022	$250,000
3195671	1151 TROPICAL PARK DR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	02/07/2022	$196,000
3194322	1185 15TH ST	DAYTONA BEACH	0100-SINGLE FAMILY	2741	01/27/2022	$270,000
3194951	1576 HAMMOCK DR	HOLLY HILL	0100-SINGLE FAMILY	2741	10/29/2021	$255,000
3195566	1160 PALM VIEW DR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	09/30/2021	$175,000

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AltKey: 4670050 **Parcel ID: 424286030240**
NISBETT PROPERTIES LLC **OLD KINGS RD, ORMOND BEACH, FL**

Property Description

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LOT 24 BLK C AMENDED PLAT OF FLEMING PARK MB 26 PG 110 PER OR 4469 PGS 1979-1980 PER OR 5635 PG 1945 PER OR 5635 PG 1948 PER OR 5635 PG 1952 PER OR 8067 PG 4318

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VOLUSIA COUNTY PROPERTY APPRAISER
LARRY BARTLETT, JD, CFA
WE VALUE VOLUSIA

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

AltKey: 4669868 **Parcel ID: 424286020070**
NISBETT PROPERTIES LLC **OLD KINGS RD, ORMOND BEACH, FL**

Parcel Summary

Alternate Key:	4669868
Parcel ID:	424286020070
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	86 - 02 - 0070
Owner(s):	NISBETT PROPERTIES LLC - FS - Fee Simple - 100%
Mailing Address On File:	332 JOHN ANDERSON ORMOND BEACH FL 32176
Physical Address:	OLD KINGS RD, ORMOND BEACH 32117
Property Use:	0000 - VACANT RES
Tax District:	203-HOLLY HILL
2022 Final Millage Rate:	18.7895
Neighborhood:	2741
Business Name:	
Subdivision Name:	
Homestead Property:	No

Attachment: PA Information Sheets (2024-R-5 : Plat Vacate Request - Area of 13Th Street and Old Kings Road - Fleming)

AltKey: 4669868 | **Parcel ID: 424286020070**

NISBETT PROPERTIES LLC | **OLD KINGS RD, ORMOND BEACH, FL**

Working Tax Roll Values by Taxing Authority

	Tax Authority	Just Value	Assessed	Ex/10cap	Taxable	Millage	Estimated
0017	CAPITAL IMPROVEMENT	$8,256	$8,198	$0	$8,256	1.5000	$12.38
0012	DISCRETIONARY	$8,256	$8,198	$0	$8,256	0.7480	$6.18
0011	REQ LOCAL EFFORT	$8,256	$8,198	$0	$8,256	3.2340	$26.70
0050	GENERAL FUND	$8,256	$8,198	$58	$8,198	4.8499	$39.76
0055	LIBRARY	$8,256	$8,198	$58	$8,198	0.4635	$3.80
0520	MOSQUITO CONTROL	$8,256	$8,198	$58	$8,198	0.1781	$1.46
0530	PONCE INLET PORT AUTHORITY	$8,256	$8,198	$58	$8,198	0.0760	$0.62
0058	VOLUSIA ECHO	$8,256	$8,198	$58	$8,198	0.2000	$1.64
0057	VOLUSIA FOREVER	$8,256	$8,198	$58	$8,198	0.2000	$1.64
0065	FLORIDA INLAND NAVIGATION DISTRICT	$8,256	$8,198	$58	$8,198	0.0320	$0.26
0100	HALIFAX HOSPITAL AUTHORITY	$8,256	$8,198	$58	$8,198	0.8606	$7.06
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	$8,256	$8,198	$58	$8,198	0.1974	$1.62
0200	HOLLY HILL	$8,256	$8,198	$58	$8,198	6.2500	$51.24
						18.7895	$154.35

Non-Ad Valorem Assessments

Project	Units	Rate	Total
			$0.00

Estimated Ad Valorem Tax:	$154.35
Estimated Non-Ad Valorem Tax:	$0.00
Estimated Taxes:	**$154.35**
Estimated Tax Amount without SOH:	$155.13

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AltKey: 4669868 Parcel ID: 424286020070

NISBETT PROPERTIES LLC OLD KINGS RD, ORMOND BEACH, FL

Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	Exemptions	Taxable	HX Savings
2022	$7,453	$0	$7,453	$7,453	$0	$7,453	$0
2021	$4,357	$0	$4,357	$3,509	$0	$3,509	$0
2020	$3,440	$0	$3,440	$3,190	$0	$3,190	$0
2019	$3,440	$0	$3,440	$2,900	$0	$2,900	$0
2018	$3,096	$0	$3,096	$2,636	$0	$2,636	$0
2017	$2,408	$0	$2,396	$2,396	$0	$2,396	$0
2016	$2,510	$0	$2,510	$2,310	$0	$2,310	$0
2015	$2,100	$0	$2,100	$2,100	$0	$2,100	$0
2014	$2,625	$0	$2,625	$2,625	$0	$2,625	$0

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AltKey: 4669868 | **Parcel ID: 424286020070**

NISBETT PROPERTIES LLC | **OLD KINGS RD, ORMOND BEACH, FL**

Land Data

#	Land Use	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	0001-VAC PVD THRU .49 AC	F-FRONT FOOT				60	135	360	$8,256

Total Land Value: **$8,256**

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AltKey: 4669868 **Parcel ID: 424286020070**

NISBETT PROPERTIES LLC **OLD KINGS RD, ORMOND BEACH, FL**

Sales History

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5635 / 1948	2005233285	08/15/2005	QC-QUIT CLAIM DEED	UNQUALIFIED	Vacant	$100
5635 / 1945	2005233284	08/15/2005	QC-QUIT CLAIM DEED	UNQUALIFIED	Vacant	$100
4487 / 0201	1999208589	10/15/1999	CT-CERTIFICATE OF TITLE	UNQUALIFIED	Vacant	$100
4469 / 1979	1999172445	08/15/1999	CT-CERTIFICATE OF TITLE	UNQUALIFIED	Vacant	$100
4291 / 3109	1998056714	02/15/1998	WD-WARRANTY DEED	UNQUALIFIED	Vacant	$10,000
3811 / 1132	1993029392	03/15/1993	WD-WARRANTY DEED	UNQUALIFIED	Vacant	$29,000

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NISBETT PROPERTIES LLC **OLD KINGS RD, ORMOND BEACH, FL**

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Alt Key	Address	City	Property Class	NBHD	Sale Date	Sale Price
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3195698	1281 OLD KINGS RD	DAYTONA BEACH	0100-SINGLE FAMILY	2741	09/16/2022	$128,000
3194446	1190 MANETTE CIR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	09/09/2022	$217,000
3195604	1157 PALM VIEW DR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	07/13/2022	$255,000
5009564	1115 WOODSIDE DR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	06/23/2022	$295,000
3195183	1585 HAMMOCK DR	HOLLY HILL	0100-SINGLE FAMILY	2741	06/13/2022	$210,000
5461386	1427 OLD KINGS RD	HOLLY HILL	0100-SINGLE FAMILY	2741	06/08/2022	$265,000
3194446	1190 MANETTE CIR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	06/08/2022	$105,000
3194489	1195 MANETTE CIR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	06/03/2022	$199,900
3195655	1159 TROPICAL PARK DR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	04/26/2022	$220,000
3199367	1194 WOODSIDE DR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	03/04/2022	$250,000
3195671	1151 TROPICAL PARK DR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	02/07/2022	$196,000
3194322	1185 15TH ST	DAYTONA BEACH	0100-SINGLE FAMILY	2741	01/27/2022	$270,000
3194951	1576 HAMMOCK DR	HOLLY HILL	0100-SINGLE FAMILY	2741	10/29/2021	$255,000
3195566	1160 PALM VIEW DR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	09/30/2021	$175,000

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NISBETT PROPERTIES LLC **OLD KINGS RD, ORMOND BEACH, FL**

Property Description

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LOT 7 BLK B AMENDED PLAT OF FLEMING PARK MB 26 PG 110 PER OR 4469 PG 1979-1980 PER OR 5635 PG 1945 PER OR 5635 PG 1948 PER OR 5635 PG 1952 PER OR 8067 PG 4318

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VOLUSIA COUNTY PROPERTY APPRAISER
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WE VALUE VOLUSIA

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

AltKey: 4669850 **Parcel ID: 424286020060**
NISBETT PROPERTIES LLC **OLD KINGS RD, ORMOND BEACH, FL**

Parcel Summary

Alternate Key:	4669850
Parcel ID:	424286020060
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	86 - 02 - 0060
Owner(s):	NISBETT PROPERTIES LLC - FS - Fee Simple - 100%
Mailing Address On File:	332 JOHN ANDERSON ORMOND BEACH FL 32176
Physical Address:	OLD KINGS RD, ORMOND BEACH 32117
Property Use:	0000 - VACANT RES
Tax District:	203-HOLLY HILL
2022 Final Millage Rate:	18.7895
Neighborhood:	2741
Business Name:	
Subdivision Name:	
Homestead Property:	No

Attachment: PA Information Sheets (2024-R-5 : Plat Vacate Request - Area of 13Th Street and Old Kings Road - Fleming)

AltKey: 4669850 **Parcel ID: 424286020060**
NISBETT PROPERTIES LLC **OLD KINGS RD, ORMOND BEACH, FL**

Working Tax Roll Values by Taxing Authority

	Tax Authority	Just Value	Assessed	Ex/10cap	Taxable	Millage	Estimated
0017	CAPITAL IMPROVEMENT	$15,600	$15,510	$0	$15,600	1.5000	$23.40
0012	DISCRETIONARY	$15,600	$15,510	$0	$15,600	0.7480	$11.67
0011	REQ LOCAL EFFORT	$15,600	$15,510	$0	$15,600	3.2340	$50.45
0050	GENERAL FUND	$15,600	$15,510	$90	$15,510	4.8499	$75.22
0055	LIBRARY	$15,600	$15,510	$90	$15,510	0.4635	$7.19
0520	MOSQUITO CONTROL	$15,600	$15,510	$90	$15,510	0.1781	$2.76
0530	PONCE INLET PORT AUTHORITY	$15,600	$15,510	$90	$15,510	0.0760	$1.18
0058	VOLUSIA ECHO	$15,600	$15,510	$90	$15,510	0.2000	$3.10
0057	VOLUSIA FOREVER	$15,600	$15,510	$90	$15,510	0.2000	$3.10
0065	FLORIDA INLAND NAVIGATION DISTRICT	$15,600	$15,510	$90	$15,510	0.0320	$0.50
0100	HALIFAX HOSPITAL AUTHORITY	$15,600	$15,510	$90	$15,510	0.8606	$13.35
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	$15,600	$15,510	$90	$15,510	0.1974	$3.06
0200	HOLLY HILL	$15,600	$15,510	$90	$15,510	6.2500	$96.94
						18.7895	$291.92

Non-Ad Valorem Assessments

Project	Units	Rate	Total
			$0.00

Estimated Ad Valorem Tax:	$291.92
Estimated Non-Ad Valorem Tax:	$0.00
Estimated Taxes:	**$291.92**
Estimated Tax Amount without SOH:	$293.12

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AltKey: 4669850 **Parcel ID: 424286020060**

NISBETT PROPERTIES LLC **OLD KINGS RD, ORMOND BEACH, FL**

Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	Exemptions	Taxable	HX Savings
2022	$14,100	$0	$14,100	$14,100	$0	$14,100	$0
2021	$10,200	$0	$10,200	$6,658	$0	$6,658	$0
2020	$8,100	$0	$8,100	$6,053	$0	$6,053	$0
2019	$8,100	$0	$8,100	$5,503	$0	$5,503	$0
2018	$6,300	$0	$6,300	$5,003	$0	$5,003	$0
2017	$4,920	$0	$4,920	$4,548	$0	$4,548	$0
2016	$5,160	$0	$5,160	$4,135	$0	$4,135	$0
2015	$3,759	$0	$3,759	$3,759	$0	$3,759	$0
2014	$3,759	$0	$3,759	$3,759	$0	$3,759	$0

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AltKey: 4669850 **Parcel ID: 424286020060**

NISBETT PROPERTIES LLC **OLD KINGS RD, ORMOND BEACH, FL**

Land Data

#	Land Use	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	0001-VAC PVD THRU .49 AC	U-UNIT	1					26000	$15,600

Total Land Value: **$15,600**

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AltKey: 4669850 Parcel ID: 424286020060
NISBETT PROPERTIES LLC OLD KINGS RD, ORMOND BEACH, FL

Sales History

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Book/Page	Inst #	Sale Date	Deed Type	Q/U	V/I	Sale Price
8067 / 4318	2021142775	06/16/2021	WD-WARRANTY DEED	MULTI-PARCEL	Vacant	$275,000
5635 / 1952	2005233286	08/18/2005	WD-WARRANTY DEED	UNQUALIFIED	Vacant	$200,000
5635 / 1948	2005233285	08/15/2005	QC-QUIT CLAIM DEED	UNQUALIFIED	Vacant	$100
5635 / 1945	2005233284	08/15/2005	QC-QUIT CLAIM DEED	UNQUALIFIED	Vacant	$100
4487 / 0201	1999208589	10/15/1999	CT-CERTIFICATE OF TITLE	UNQUALIFIED	Vacant	$1
4469 / 1979	1999172445	08/15/1999	CT-CERTIFICATE OF TITLE	UNQUALIFIED	Vacant	$100
4291 / 3109	1998056714	02/15/1998	WD-WARRANTY DEED	UNQUALIFIED	Vacant	$10,000
3811 / 1132	1993029392	03/15/1993	WD-WARRANTY DEED	UNQUALIFIED	Vacant	$29,000

Attachment: PA Information Sheets (2024-R-5 : Plat Vacate Request - Area of 13Th Street and Old Kings Road - Fleming)

AltKey: 4669850 **Parcel ID: 424286020060**

NISBETT PROPERTIES LLC **OLD KINGS RD, ORMOND BEACH, FL**

Recent Neighborhood Sales

Alt Key	Address	City	Property Class	NBHD	Sale Date	Sale Price
3194462	1491 OLD KINGS RD	DAYTONA BEACH	0100-SINGLE FAMILY	2741	10/06/2022	$180,000
3195698	1281 OLD KINGS RD	DAYTONA BEACH	0100-SINGLE FAMILY	2741	09/16/2022	$128,000
3194446	1190 MANETTE CIR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	09/09/2022	$217,000
3195604	1157 PALM VIEW DR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	07/13/2022	$255,000
5009564	1115 WOODSIDE DR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	06/23/2022	$295,000
3195183	1585 HAMMOCK DR	HOLLY HILL	0100-SINGLE FAMILY	2741	06/13/2022	$210,000
5461386	1427 OLD KINGS RD	HOLLY HILL	0100-SINGLE FAMILY	2741	06/08/2022	$265,000
3194446	1190 MANETTE CIR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	06/08/2022	$105,000
3194489	1195 MANETTE CIR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	06/03/2022	$199,900
3195655	1159 TROPICAL PARK DR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	04/26/2022	$220,000
3199367	1194 WOODSIDE DR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	03/04/2022	$250,000
3195671	1151 TROPICAL PARK DR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	02/07/2022	$196,000
3194322	1185 15TH ST	DAYTONA BEACH	0100-SINGLE FAMILY	2741	01/27/2022	$270,000
3194951	1576 HAMMOCK DR	HOLLY HILL	0100-SINGLE FAMILY	2741	10/29/2021	$255,000
3195566	1160 PALM VIEW DR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	09/30/2021	$175,000

Attachment: PA Information Sheets (2024-R-5 : Plat Vacate Request - Area of 13Th Street and Old Kings Road - Fleming)

AltKey: 4669850 **Parcel ID: 424286020060**

NISBETT PROPERTIES LLC **OLD KINGS RD, ORMOND BEACH, FL**

Property Description

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LOT 6 BLK B AMENDED PLAT OF FLEMING PARK MB 26 PG 110 PER OR 4469 PG 1979-1980 PER OR 5635 PG 1945 PER OR 5635 PG 1948 PER OR 5635 PG 1952 PER OR 8067 PG 4318

Attachment: PA Information Sheets (2024-R-5 : Plat Vacate Request - Area of 13Th Street and Old Kings Road - Fleming)

AltKey: 4669850 **Parcel ID: 424286020060**

NISBETT PROPERTIES LLC **OLD KINGS RD, ORMOND BEACH, FL**

Permit List

Permit Date	Permit #	Description	Contractor	Amount
09/30/1994	19940930014	IMPACT CITY	MIDAAS GROUP INC	$0

Attachment: PA Information Sheets (2024-R-5 : Plat Vacate Request - Area of 13Th Street and Old Kings Road - Fleming)

VOLUSIA COUNTY PROPERTY APPRAISER
LARRY BARTLETT, JD, CFA
WE VALUE VOLUSIA

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

AltKey: 4669841 **Parcel ID: 424286020050**
NISBETT PROPERTIES LLC **OLD KINGS RD, ORMOND BEACH, FL**

Parcel Summary

Alternate Key:	4669841
Parcel ID:	424286020050
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	86 - 02 - 0050
Owner(s):	NISBETT PROPERTIES LLC - FS - Fee Simple - 100%
Mailing Address On File:	332 JOHN ANDERSON ORMOND BEACH FL 32176
Physical Address:	OLD KINGS RD, ORMOND BEACH 32117
Property Use:	0000 - VACANT RES
Tax District:	203-HOLLY HILL
2022 Final Millage Rate:	18.7895
Neighborhood:	2741
Business Name:	
Subdivision Name:	
Homestead Property:	No

Attachment: PA Information Sheets (2024-R-5 : Plat Vacate Request - Area of 13Th Street and Old Kings Road - Fleming)

AltKey: 4669841 | **Parcel ID: 424286020050**

NISBETT PROPERTIES LLC | **OLD KINGS RD, ORMOND BEACH, FL**

Working Tax Roll Values by Taxing Authority

	Tax Authority	Just Value	Assessed	Ex/10cap	Taxable	Millage	Estimated
0017	CAPITAL IMPROVEMENT	$12,830	$12,741	$0	$12,830	1.5000	$19.25
0012	DISCRETIONARY	$12,830	$12,741	$0	$12,830	0.7480	$9.60
0011	REQ LOCAL EFFORT	$12,830	$12,741	$0	$12,830	3.2340	$41.49
0050	GENERAL FUND	$12,830	$12,741	$89	$12,741	4.8499	$61.79
0055	LIBRARY	$12,830	$12,741	$89	$12,741	0.4635	$5.91
0520	MOSQUITO CONTROL	$12,830	$12,741	$89	$12,741	0.1781	$2.27
0530	PONCE INLET PORT AUTHORITY	$12,830	$12,741	$89	$12,741	0.0760	$0.97
0058	VOLUSIA ECHO	$12,830	$12,741	$89	$12,741	0.2000	$2.55
0057	VOLUSIA FOREVER	$12,830	$12,741	$89	$12,741	0.2000	$2.55
0065	FLORIDA INLAND NAVIGATION DISTRICT	$12,830	$12,741	$89	$12,741	0.0320	$0.41
0100	HALIFAX HOSPITAL AUTHORITY	$12,830	$12,741	$89	$12,741	0.8606	$10.96
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	$12,830	$12,741	$89	$12,741	0.1974	$2.52
0200	HOLLY HILL	$12,830	$12,741	$89	$12,741	6.2500	$79.63
						18.7895	$239.89

Non-Ad Valorem Assessments

Project	Units	Rate	Total
			$0.00

Estimated Ad Valorem Tax:	$239.89
Estimated Non-Ad Valorem Tax:	$0.00
Estimated Taxes:	**$239.89**
Estimated Tax Amount without SOH:	$241.07

Attachment: PA Information Sheets (2024-R-5 : Plat Vacate Request - Area of 13Th Street and Old Kings Road - Fleming)

AltKey: 4669841 Parcel ID: 424286020050
NISBETT PROPERTIES LLC OLD KINGS RD, ORMOND BEACH, FL

Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	Exemptions	Taxable	HX Savings
2022	$11,583	$0	$11,583	$11,583	$0	$11,583	$0
2021	$6,772	$0	$6,772	$5,473	$0	$5,473	$0
2020	$5,346	$0	$5,346	$4,975	$0	$4,975	$0
2019	$5,346	$0	$5,346	$4,523	$0	$4,523	$0
2018	$4,811	$0	$4,811	$4,112	$0	$4,112	$0
2017	$3,742	$0	$3,738	$3,738	$0	$3,738	$0
2016	$3,916	$0	$3,916	$3,605	$0	$3,605	$0
2015	$3,277	$0	$3,277	$3,277	$0	$3,277	$0
2014	$3,277	$0	$3,277	$3,277	$0	$3,277	$0

Attachment: PA Information Sheets (2024-R-5 : Plat Vacate Request - Area of 13Th Street and Old Kings Road - Fleming)

AltKey: 4669841 **Parcel ID: 424286020050**

NISBETT PROPERTIES LLC **OLD KINGS RD, ORMOND BEACH, FL**

Land Data

#	Land Use	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	0001-VAC PVD THRU .49 AC	F-FRONT FOOT				60	140	360	$12,830

Total Land Value: **$12,830**

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AltKey: 4669841 **Parcel ID: 424286020050**

NISBETT PROPERTIES LLC **OLD KINGS RD, ORMOND BEACH, FL**

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	Inst #	Sale Date	Deed Type	Q/U	V/I	Sale Price
8067 / 4318	2021142775	06/16/2021	WD-WARRANTY DEED	MULTI-PARCEL	Vacant	$275,000
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5635 / 1948	2005233285	08/15/2005	QC-QUIT CLAIM DEED	UNQUALIFIED	Vacant	$100
5635 / 1945	2005233284	08/15/2005	QC-QUIT CLAIM DEED	UNQUALIFIED	Vacant	$100
4487 / 0201	1999208589	10/15/1999	CT-CERTIFICATE OF TITLE	UNQUALIFIED	Vacant	$1
4469 / 1979	1999172445	08/15/1999	CT-CERTIFICATE OF TITLE	UNQUALIFIED	Vacant	$100
4291 / 3109	1998056714	02/15/1998	WD-WARRANTY DEED	UNQUALIFIED	Vacant	$10,000
3811 / 1132	1993029392	03/15/1993	WD-WARRANTY DEED	UNQUALIFIED	Vacant	$29,000

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AltKey: 4669841 **Parcel ID: 424286020050**

NISBETT PROPERTIES LLC **OLD KINGS RD, ORMOND BEACH, FL**

Recent Neighborhood Sales

Alt Key	Address	City	Property Class	NBHD	Sale Date	Sale Price
3194462	1491 OLD KINGS RD	DAYTONA BEACH	0100-SINGLE FAMILY	2741	10/06/2022	$180,000
3195698	1281 OLD KINGS RD	DAYTONA BEACH	0100-SINGLE FAMILY	2741	09/16/2022	$128,000
3194446	1190 MANETTE CIR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	09/09/2022	$217,000
3195604	1157 PALM VIEW DR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	07/13/2022	$255,000
5009564	1115 WOODSIDE DR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	06/23/2022	$295,000
3195183	1585 HAMMOCK DR	HOLLY HILL	0100-SINGLE FAMILY	2741	06/13/2022	$210,000
5461386	1427 OLD KINGS RD	HOLLY HILL	0100-SINGLE FAMILY	2741	06/08/2022	$265,000
3194446	1190 MANETTE CIR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	06/08/2022	$105,000
3194489	1195 MANETTE CIR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	06/03/2022	$199,900
3195655	1159 TROPICAL PARK DR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	04/26/2022	$220,000
3199367	1194 WOODSIDE DR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	03/04/2022	$250,000
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3195566	1160 PALM VIEW DR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	09/30/2021	$175,000

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NISBETT PROPERTIES LLC **OLD KINGS RD, ORMOND BEACH, FL**

Property Description

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LOT 5 BLK B AMENDED PLAT OF FLEMINF PARK MB 26 PG 110 PER OR 4469 PG 1979-1980 PER OR 5635 PG 1945 PER OR 5635 PG 1948 PER OR 5635 PG 1952 PER OR 8067 PG 4318

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VOLUSIA COUNTY PROPERTY APPRAISER
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WE VALUE VOLUSIA

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

AltKey: 4669833 **Parcel ID: 424286020040**
NISBETT PROPERTIES LLC **OLD KINGS RD, ORMOND BEACH, FL**

Parcel Summary

Alternate Key:	4669833
Parcel ID:	424286020040
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	86 - 02 - 0040
Owner(s):	NISBETT PROPERTIES LLC - FS - Fee Simple - 100%
Mailing Address On File:	332 JOHN ANDERSON ORMOND BEACH FL 32176
Physical Address:	OLD KINGS RD, ORMOND BEACH 32117
Property Use:	0000 - VACANT RES
Tax District:	203-HOLLY HILL
2022 Final Millage Rate:	18.7895
Neighborhood:	2741
Business Name:	
Subdivision Name:	
Homestead Property:	No

Attachment: PA Information Sheets (2024-R-5 : Plat Vacate Request - Area of 13Th Street and Old Kings Road - Fleming)

AltKey: 4669833 | **Parcel ID: 424286020040**
NISBETT PROPERTIES LLC | **OLD KINGS RD, ORMOND BEACH, FL**

Working Tax Roll Values by Taxing Authority

	Tax Authority	Just Value	Assessed	Ex/10cap	Taxable	Millage	Estimated
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0012	DISCRETIONARY	$12,830	$12,741	$0	$12,830	0.7480	$9.60
0011	REQ LOCAL EFFORT	$12,830	$12,741	$0	$12,830	3.2340	$41.49
0050	GENERAL FUND	$12,830	$12,741	$89	$12,741	4.8499	$61.79
0055	LIBRARY	$12,830	$12,741	$89	$12,741	0.4635	$5.91
0520	MOSQUITO CONTROL	$12,830	$12,741	$89	$12,741	0.1781	$2.27
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0060	ST JOHN'S WATER MANAGEMENT DISTRICT	$12,830	$12,741	$89	$12,741	0.1974	$2.52
0200	HOLLY HILL	$12,830	$12,741	$89	$12,741	6.2500	$79.63
						18.7895	$239.89

Non-Ad Valorem Assessments

Project	Units	Rate	Total
			$0.00

Estimated Ad Valorem Tax:	$239.89
Estimated Non-Ad Valorem Tax:	$0.00
Estimated Taxes:	**$239.89**
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AltKey: 4669833 | Parcel ID: 424286020040
NISBETT PROPERTIES LLC | OLD KINGS RD, ORMOND BEACH, FL

Previous Years Certified Tax Roll Values

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2017	$3,742	$0	$3,738	$3,738	$0	$3,738	$0
2016	$3,916	$0	$3,916	$3,605	$0	$3,605	$0
2015	$3,277	$0	$3,277	$3,277	$0	$3,277	$0
2014	$3,277	$0	$3,277	$3,277	$0	$3,277	$0

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AltKey: 4669833 **Parcel ID: 424286020040**

NISBETT PROPERTIES LLC **OLD KINGS RD, ORMOND BEACH, FL**

Land Data

#	Land Use	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	0001-VAC PVD THRU .49 AC	F-FRONT FOOT				60	140	360	$12,830

Total Land Value: **$12,830**

Attachment: PA Information Sheets (2024-R-5 : Plat Vacate Request - Area of 13Th Street and Old Kings Road - Fleming)

AltKey: 4669833 **Parcel ID: 424286020040**

NISBETT PROPERTIES LLC **OLD KINGS RD, ORMOND BEACH, FL**

Sales History

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4291 / 3109	1998056714	02/15/1998	WD-WARRANTY DEED	UNQUALIFIED	Vacant	$10,000
3811 / 1132	1993029392	03/15/1993	WD-WARRANTY DEED	UNQUALIFIED	Vacant	$29,000

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AltKey: 4669833 **Parcel ID: 424286020040**

NISBETT PROPERTIES LLC **OLD KINGS RD, ORMOND BEACH, FL**

Recent Neighborhood Sales

Alt Key	Address	City	Property Class	NBHD	Sale Date	Sale Price
3194462	1491 OLD KINGS RD	DAYTONA BEACH	0100-SINGLE FAMILY	2741	10/06/2022	$180,000
3195698	1281 OLD KINGS RD	DAYTONA BEACH	0100-SINGLE FAMILY	2741	09/16/2022	$128,000
3194446	1190 MANETTE CIR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	09/09/2022	$217,000
3195604	1157 PALM VIEW DR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	07/13/2022	$255,000
5009564	1115 WOODSIDE DR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	06/23/2022	$295,000
3195183	1585 HAMMOCK DR	HOLLY HILL	0100-SINGLE FAMILY	2741	06/13/2022	$210,000
5461386	1427 OLD KINGS RD	HOLLY HILL	0100-SINGLE FAMILY	2741	06/08/2022	$265,000
3194446	1190 MANETTE CIR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	06/08/2022	$105,000
3194489	1195 MANETTE CIR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	06/03/2022	$199,900
3195655	1159 TROPICAL PARK DR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	04/26/2022	$220,000
3199367	1194 WOODSIDE DR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	03/04/2022	$250,000
3195671	1151 TROPICAL PARK DR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	02/07/2022	$196,000
3194322	1185 15TH ST	DAYTONA BEACH	0100-SINGLE FAMILY	2741	01/27/2022	$270,000
3194951	1576 HAMMOCK DR	HOLLY HILL	0100-SINGLE FAMILY	2741	10/29/2021	$255,000
3195566	1160 PALM VIEW DR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	09/30/2021	$175,000

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AltKey: 4669833 Parcel ID: 424286020040
NISBETT PROPERTIES LLC OLD KINGS RD, ORMOND BEACH, FL

Property Description

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LOT 4 BLK B AMENDED PLAT OF FLEMING PARK MB 26 PG 110 PER OR 4469 PGS 1978-1980 PER OR 5635 PG 1945 PER OR 5635 PG 1948 PER OR 5635 PG 1952 PER OR 8067 PG 4318

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VOLUSIA COUNTY PROPERTY APPRAISER
LARRY BARTLETT, JD, CFA
WE VALUE VOLUSIA

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

AltKey: 4669825 **Parcel ID: 424286020030**
NISBETT PROPERTIES LLC **OLD KINGS RD, ORMOND BEACH, FL**

Parcel Summary

Alternate Key:	4669825
Parcel ID:	424286020030
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	86 - 02 - 0030
Owner(s):	NISBETT PROPERTIES LLC - FS - Fee Simple - 100%
Mailing Address On File:	332 JOHN ANDERSON ORMOND BEACH FL 32176
Physical Address:	OLD KINGS RD, ORMOND BEACH 32117
Property Use:	0000 - VACANT RES
Tax District:	203-HOLLY HILL
2022 Final Millage Rate:	18.7895
Neighborhood:	2741
Business Name:	
Subdivision Name:	
Homestead Property:	No

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AltKey: 4669825 | **Parcel ID: 424286020030**
NISBETT PROPERTIES LLC | **OLD KINGS RD, ORMOND BEACH, FL**

Working Tax Roll Values by Taxing Authority

	Tax Authority	Just Value	Assessed	Ex/10cap	Taxable	Millage	Estimated
0017	CAPITAL IMPROVEMENT	$12,830	$12,741	$0	$12,830	1.5000	$19.25
0012	DISCRETIONARY	$12,830	$12,741	$0	$12,830	0.7480	$9.60
0011	REQ LOCAL EFFORT	$12,830	$12,741	$0	$12,830	3.2340	$41.49
0050	GENERAL FUND	$12,830	$12,741	$89	$12,741	4.8499	$61.79
0055	LIBRARY	$12,830	$12,741	$89	$12,741	0.4635	$5.91
0520	MOSQUITO CONTROL	$12,830	$12,741	$89	$12,741	0.1781	$2.27
0530	PONCE INLET PORT AUTHORITY	$12,830	$12,741	$89	$12,741	0.0760	$0.97
0058	VOLUSIA ECHO	$12,830	$12,741	$89	$12,741	0.2000	$2.55
0057	VOLUSIA FOREVER	$12,830	$12,741	$89	$12,741	0.2000	$2.55
0065	FLORIDA INLAND NAVIGATION DISTRICT	$12,830	$12,741	$89	$12,741	0.0320	$0.41
0100	HALIFAX HOSPITAL AUTHORITY	$12,830	$12,741	$89	$12,741	0.8606	$10.96
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	$12,830	$12,741	$89	$12,741	0.1974	$2.52
0200	HOLLY HILL	$12,830	$12,741	$89	$12,741	6.2500	$79.63
						18.7895	$239.89

Non-Ad Valorem Assessments

Project	Units	Rate	Total
			$0.00

Estimated Ad Valorem Tax:	$239.89
Estimated Non-Ad Valorem Tax:	$0.00
Estimated Taxes:	**$239.89**
Estimated Tax Amount without SOH:	$241.07

Attachment: PA Information Sheets (2024-R-5 : Plat Vacate Request - Area of 13Th Street and Old Kings Road - Fleming)

AltKey: 4669825 Parcel ID: 424286020030

NISBETT PROPERTIES LLC OLD KINGS RD, ORMOND BEACH, FL

Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	Exemptions	Taxable	HX Savings
2022	$11,583	$0	$11,583	$11,583	$0	$11,583	$0
2021	$6,772	$0	$6,772	$5,473	$0	$5,473	$0
2020	$5,346	$0	$5,346	$4,975	$0	$4,975	$0
2019	$5,346	$0	$5,346	$4,523	$0	$4,523	$0
2018	$4,811	$0	$4,811	$4,112	$0	$4,112	$0
2017	$3,742	$0	$3,738	$3,738	$0	$3,738	$0
2016	$3,916	$0	$3,916	$3,605	$0	$3,605	$0
2015	$3,277	$0	$3,277	$3,277	$0	$3,277	$0
2014	$3,277	$0	$3,277	$3,277	$0	$3,277	$0

Attachment: PA Information Sheets (2024-R-5 : Plat Vacate Request - Area of 13Th Street and Old Kings Road - Fleming)

AltKey: 4669825 **Parcel ID: 424286020030**

NISBETT PROPERTIES LLC **OLD KINGS RD, ORMOND BEACH, FL**

Land Data

#	Land Use	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	0001-VAC PVD THRU .49 AC	F-FRONT FOOT				60	140	360	$12,830

Total Land Value: **$12,830**

Attachment: PA Information Sheets (2024-R-5 : Plat Vacate Request - Area of 13Th Street and Old Kings Road - Fleming)

AltKey: 4669825 **Parcel ID: 424286020030**
NISBETT PROPERTIES LLC **OLD KINGS RD, ORMOND BEACH, FL**

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	Inst #	Sale Date	Deed Type	Q/U	V/I	Sale Price
8067 / 4318	2021142775	06/16/2021	WD-WARRANTY DEED	MULTI-PARCEL	Vacant	$275,000
5635 / 1952	2005233286	08/18/2005	WD-WARRANTY DEED	UNQUALIFIED	Vacant	$200,000
5635 / 1948	2005233285	08/15/2005	QC-QUIT CLAIM DEED	UNQUALIFIED	Vacant	$100
5635 / 1945	2005233284	08/15/2005	QC-QUIT CLAIM DEED	UNQUALIFIED	Vacant	$100
4487 / 0201	1999208589	10/15/1999	CT-CERTIFICATE OF TITLE	UNQUALIFIED	Vacant	$1
4469 / 1979	1999172445	08/15/1999	CT-CERTIFICATE OF TITLE	UNQUALIFIED	Vacant	$100
4291 / 3109	1998056714	02/15/1998	WD-WARRANTY DEED	UNQUALIFIED	Vacant	$10,000
3811 / 1132	1993029392	03/15/1993	WD-WARRANTY DEED	UNQUALIFIED	Vacant	$29,000
2459 / 0171		06/15/1983	WD-WARRANTY DEED	UNQUALIFIED	Vacant	$75,000

Attachment: PA Information Sheets (2024-R-5 : Plat Vacate Request - Area of 13Th Street and Old Kings Road - Fleming)

AltKey: 4669825 Parcel ID: 424286020030
NISBETT PROPERTIES LLC OLD KINGS RD, ORMOND BEACH, FL

Recent Neighborhood Sales

Alt Key	Address	City	Property Class	NBHD	Sale Date	Sale Price
3194462	1491 OLD KINGS RD	DAYTONA BEACH	0100-SINGLE FAMILY	2741	10/06/2022	$180,000
3195698	1281 OLD KINGS RD	DAYTONA BEACH	0100-SINGLE FAMILY	2741	09/16/2022	$128,000
3194446	1190 MANETTE CIR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	09/09/2022	$217,000
3195604	1157 PALM VIEW DR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	07/13/2022	$255,000
5009564	1115 WOODSIDE DR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	06/23/2022	$295,000
3195183	1585 HAMMOCK DR	HOLLY HILL	0100-SINGLE FAMILY	2741	06/13/2022	$210,000
5461386	1427 OLD KINGS RD	HOLLY HILL	0100-SINGLE FAMILY	2741	06/08/2022	$265,000
3194446	1190 MANETTE CIR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	06/08/2022	$105,000
3194489	1195 MANETTE CIR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	06/03/2022	$199,900
3195655	1159 TROPICAL PARK DR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	04/26/2022	$220,000
3199367	1194 WOODSIDE DR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	03/04/2022	$250,000
3195671	1151 TROPICAL PARK DR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	02/07/2022	$196,000
3194322	1185 15TH ST	DAYTONA BEACH	0100-SINGLE FAMILY	2741	01/27/2022	$270,000
3194951	1576 HAMMOCK DR	HOLLY HILL	0100-SINGLE FAMILY	2741	10/29/2021	$255,000
3195566	1160 PALM VIEW DR	DAYTONA BEACH	0100-SINGLE FAMILY	2741	09/30/2021	$175,000

Attachment: PA Information Sheets (2024-R-5 : Plat Vacate Request - Area of 13Th Street and Old Kings Road - Fleming)

AltKey: 4669825 Parcel ID: 424286020030
NISBETT PROPERTIES LLC OLD KINGS RD, ORMOND BEACH, FL

Property Description

NOTE: This property description may be a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Volusia County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property descriptions found on this site.

LOT 3 BLK B AMENDED PLAT OF FLEMING PARK MB 26 PG 110 PER OR 4469 PGS 1979-1980 PER OR 5635 PG 1945 PER OR 5635 PG 1948 PER OR 5635 PG 1952 PER OR 8067 PG 4318

Attachment: PA Information Sheets (2024-R-5 : Plat Vacate Request - Area of 13Th Street and Old Kings Road - Fleming)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **January 9, 2024**
FROM: **Joseph Forte**
SUBJECT: **Request for a Code Enforcement Lien Reduction - 18 Timber Trail**
NUMBER: **(ID # 4376)**
APPLICANT:
PLANNER:

DISCUSSION:

The property located at 18 Timber Trail, Holly Hill, FL 32174, Parcel ID# 424269000090. (Property) has had several code violations which continue for months even following repeated requests for compliance and code enforcement action by the City of Holly Hill (City).

Richard Quint from West Avenue Group, LLC is the owner of record of the property. The owner was issued a Notice of Violation on March 9, 2023 and a Notice to Appear on April 4, 2023 for violations of Section 26-61 - Special Items declared a Nuisance, Section 114-33(2) interpretations of permitted uses and structures, Section 62-27, Delinquency Penalties and Section 50-26 Sale of Personal Property within Residential Zones. All violations were brought into compliance by August 18, 2023.

The order of lien has applied a Special Master fee of $250.00 plus $50.00 per day per violation against the property. A lien was recorded on the property on July 13, 2023 and accumulated to $15,800 plus the $250.00 Special Master fee for a total lien amount of $16,050.00. I negotiated with the property owner for an agreed upon settlement of $5,129.18.

Direct expenses to the city include:

Finance Dept.	$15.00 + 35% x2	=$ 40.50
Code Enforcement	$20.48 +35% x 6	=$ 165.88
Planning Director	$52.48 +35% x1	=$71.28
Sub-total Admin Cost		**= $ 277.66**

Fees

Original Special Master Fines	$250.00 X 1	= $250.00
Filing Fee		$20.00
Release of lien fee		$20.00

Sub-total fees	$290.00
Plus 10% of original lien	$1,580.00
TOTAL lien payoff	**$ 2,147.66**

FISCAL ANALYSIS:

The city will receive $2,147.66 to release lien.

STAFF RECOMMENDATION:

To approve the negotiated lien reduction from $15,800 to $2,147.66 to be paid no later than February 9, 2024.

COMMISSION GOAL:

N/A

MOTION:

TO APPROVE THE NEGOTIATED LIEN REDUCTION FROM $15,800 TO $2,147.66 PAYABLE NO LATER THAN FEBRUARY 9, 2024.

- 18 Timber Trail Request for Lien Reduction (PDF)

CITY OF HOLLY HILL CODE ENFORCEMENT
SPECIAL MAGISTRATE HEARING
HOLLY HILL, FLORIDA

City of Holly Hill, a Political Sub-division of the State of Florida

Petitioner,

-vs-

West Avenue Group LLC, Owner

Respondent.

Parcel No. 4242-6900-0090
Case No. 23-3334

ORDER OF NON-COMPLIANCE

The City of Holly Hill Code Enforcement Special Magistrate has heard testimony under oath at a hearing on the above styled case on the 20th of April 2023, 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 West Avenue Group LLC, Owner and Respondent of the property located at 18 Timber Trail, Holly Hill, Florida 32174 was issued a Notice of Violation on the 9th of March, 2023, and a Notice to Appear on the 4th of April, 2023 for the violation of Section 26-61 – Special items declared a nuisance. 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: (2) 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; (3) Any condition which provides harborage for rats, mice, snakes and other vermin; (11) The storage or accumulation of junk in any area zoned for residential use; Section 114-33(2) – Interpretations 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 62-27 - Required; delinquency penalty. (a) No person shall engage in or manage any business, profession or occupation in the city, unless and until a receipt shall have been procured from the city manager and the payment of the amount of license tax required therefor and as provided in this article. (b) Any person who shall carry on, conduct or manage any business, occupation or profession for which a receipt is required under this article without having first obtained such a receipt shall be subject to a penalty of 25 percent of the receipt determined to be due; and 50-26 - Sale of personal property within residential zones. (a) No person shall sell or offer for sale items of personal property in any residential zone in the city except personal property owned, utilized and maintained by such a person or members of his family on, or in connection with, the premises which

Attachment: 18 Timber Trail Request for Lien Reduction (4376 : Request for a Code Enforcement Lien Reduction - 18 Timber Trail)

STATE OF FLORIDA, VOLUSIA COUNTY
I HEREBY CERTIFY the foregoing is a true copy
of the original filed in this office. This 27th, day of April, 2023.

VALERIE MANNING
MY COMMISSION # GG 350523
EXPIRES: October 30, 2023
Bonded Thru Notary Public Underwriters

Valerie Manning
City Clerk, City of Holly Hill

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on 27th day of April, 2023 a true and accurate copy of the foregoing has been furnished by U.S. Mail to:

West Avenue Group LLP
18 Timber Trail
Holly Hill, FL 32117

West Avenue Group LLP
863 Pine Forest Trail West
Port Orange, FL 32127-7793

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: 18 Timber Trail Request for Lien Reduction (4376 : Request for a Code Enforcement Lien Reduction - 18 Timber Trail)

7/13/2023 11:00:29 AM
Instrument# 2023141988 2 pages
Book: 8432 Page: 347
Electronically Recorded By
Volusia County Clerk of the Court

Return To:	
Name:	Brian M. Walker, Community Development Director
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117-2807
This instrument Prepared by:	
Name:	**Leslie Montgomery**
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117-2807
Property Appraisers Parcel ID Number(s):	424269000090

Claim of Lien

State of Florida, County of Volusia

Before me, the undersigned Notary Public, personally appeared Brian M. Walker, Community Development Director
Who was duly sworn and says he/she is(the lienor herein) (the agent herein)

City of Holly Hill
(Lienor's Name)

whose address is 1065 Ridgewood Ave, Holly Hill, Florida 32117
(Lienor's Address)

Respondent ordered to pay fines, fees and cost as follows:
Special Magistrate Administrative Hearing Fine of $250.00 ordered on April 26, 2023, which remains unpaid as of June 27, 2023.
Case #23-3334

Fines of $200.00 per day ($50 per violation, per day, for 4 violations) commencing on May 31, 2023.

on the following described real property in Volusia County, Florida: S 100 FT OF N 320 FT OF E 165 FT OF LOT 30 BLK 21 FLEMING F TCH GRANT AKA LOT 9 RIVIERA ESTATES UNREC SUB NO 233 PER OR 4208 PG 2416-2417 PER OR 5646 PG 3652 AND PER OR 5673 PG 236

18 Timber Trail, Holly Hill, FL 32117.

Owned by West Avenue Group LLC. Fine, fees and cost of $200.00 per day ($50 per violation, per day, 4 violations) commencing on May 31, 2023, along with a Special Master hearing fine of Two Hundred Fifty Dollars ($250.00), which remains unpaid as of June 27, 2023.

Failure to timely pay the fine and costs; may result in a certified copy of this Order, being recorded in the Public Records of Volusia County, Florida. Which if so recorded shall constitute a lien against the subject property; and upon any other real or personal property owned by Respondent. Respondent shall be responsible for all charges incurred to record any lien, or satisfaction of lien, with the Clerk of Court.

Lienor: City of Holly Hill

By _____ (Agent)

Print Name: Brian M. Walker, Community Development Director

Sworn to and subscribed before me this 29th day of June, 2023

LESLIE MONTGOMERY
MY COMMISSION # HH 384026
EXPIRES: April 6, 2027

Leslie Montgomery
Notary Pub

Attachment: 18 Timber Trail Request for Lien Reduction (4376 : Request for a Code Enforcement Lien Reduction - 18 Timber Trail)

HOLLY HILL
FLORIDA

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

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

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

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

Economic Development
386-248-9444
Fax 386-248-9448

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

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

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

Public Works
386-248-9463
Fax 386-248-9499

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

Mayor & City Commission
386-248-9441
Fax 386-248-9448

CERTIFICATION OF ORDER IMPOSING A FINE/LIEN

I, Valerie Manning, City Clerk, do hereby certify that the attached is a True and Correct copy of the code enforcement Special Magistrate Order imposing a fine/lien for Case No. 23-3334. The City of Holly Hill Florida vs. West Avenue Group LLC, owner as it appears in the Public Records of Volusia County, Florida.

IN WITNESS WHEREOF, I have set my hand and seal of the City of Holly Hill, Florida, on this 28th day of June, 2023.

Valerie Manning

Valerie Manning, CMC

CITY SEAL

Attachment: 18 Timber Trail Request for Lien Reduction (4376 : Request for a Code Enforcement Lien Reduction - 18 Timber Trail)

HOLLY HILL
FLORIDA

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July 7, 2023

Clerk of Circuit Court – Volusia County
Records Management Center
P.O. Box 6043
DeLand, FL 32721-6043

RE: Parcel ID # 424269000090
18 Tiber Trail, Holly Hill, FL 32117

To whom it may concern:

I am returning this per our Community Development Director for you to record the Claim of Lien also.
Once recorded please forward a time stamped copy to:

City of Holly Hill
Attn.: Brian Walker, Community Development Director
1065 Ridgewood Avenue
Holly Hill, FL 32117-2807

Respectfully,

Leslie Montgomery

Leslie Montgomery
Code Enforcement Clerk
City of Holly Hill

Attachment: 18 Timber Trail Request for Lien Reduction (4376 : Request for a Code Enforcement Lien Reduction - 18 Timber Trail)

HOLLY HILL
FLORIDA

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386-248-9441
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June 29, 2023

Clerk of Circuit Court – Volusia County
Records Management Center
P.O. Box 6043
DeLand, FL 32721-6043

RE: Parcel ID # 424269000090
18 Timber Trail, Holly Hill, FL 32117

To whom it may concern:

Enclosed please find a Claim of Lien for recording with the Volusia Clerk of Court. Once recorded please forward a time stamped copy and the receipt for recording to:

City of Holly Hill
Attn.: Leslie Montgomery, Code Enforcement Clerk
1065 Ridgewood Avenue
Holly Hill, FL 32117-2807

Respectfully,

Leslie Montgomery

Leslie Montgomery
Code Enforcement Clerk
City of Holly Hill

Attachment: 18 Timber Trail Request for Lien Reduction (4376 : Request for a Code Enforcement Lien Reduction - 18 Timber Trail)

MEMORANDUM

DATE: November 20rd, 2023

TO: CITY MANAGER

THROUGH: CODE ENFORCEMENT

FROM: CODE ENFORCEMENT

RE: CASE # 23-00003334 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 **$16,050.00** 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: 18 Timber Trail Request for Lien Reduction (4376 : Request for a Code Enforcement Lien Reduction - 18 Timber Trail)

(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

12-27-2023
Joseph Forte
CITY Manager

☑ APPROVED FOR CONSIDERATION BY BCC

☐ DENIED

Attachment: 18 Timber Trail Request for Lien Reduction (4376 : Request for a Code Enforcement Lien Reduction - 18 Timber Trail)

LIEN REDUCTION REQUEST PACKET

Date: 11/30/2023

From: Peg Collier

To: Randy Ast Kyle Mahanes

ADDRESS: 18 Timber Trail

CASE #: 23-3334

Has the property been sold since the City's lien was filed? YES____ NO✓

If the property has been sold then it does not qualify for a lien reduction. Return to Peg.

What date did the property become compliant? 8/18/2023

If the property is not in compliance it does not qualify for a lien reduction. Return to Peg.

Has a lis pendins/final judgement been filed? YES____ NO✓

If a lis pendins/final judgement has been filed then it does not qualify for a lien reduction. Return to Peg.

What date was the lien filed? 7/3/2023

Who owned the property at the time our lien was filed?
West Avenue Group LLC

What supporting documentation is attached?
VCPA

Who owns the property now? West Avenue Group LLC

What supporting documentation is attached? VCPA/Sunbiz showing LLC → K. Quint

NOTES: Sale of property being discussed

CE Officer completing this form

11/30/2023
Date

Attachment: 18 Timber Trail Request for Lien Reduction (4376 : Request for a Code Enforcement Lien Reduction - 18 Timber Trail)

Lien Reduction Request Information Sheet

Property Address: 18 Timber Trail Date Prepared: 11/20/23

Owner of Property: West Avenue Group LLC

Date of Notice of Violation: 3/09/2023

Violations:

1. 26-61(2) Trash (Sanitary) Date of Compliance 8/18/23 Exhibit A
2. 26-61 (11) Junk Date of Compliance 8/18/23 Exhibit A
3. 26-61 (3) Vermin Date of Compliance 8/18/23 Exhibit A
4. 114-33 (2) Zoning Date of Compliance 8/18/23 Exhibit A
5. _____ Date of Compliance _____ Exhibit _____
6. _____ Date of Compliance _____ Exhibit _____

Date of Special Master Hearing: 4/20/2023 Daily Fines Start Date: 5/31/2023

Daily Fines of $ 200.00 for 79 days equals 15,800.00 Dollars

Daily Fines of $ _____ for _____ days equals _____ Dollars

Notes if Applicable:

_____

_____

Fiscal Analysis:

_____ Grass Cutting

$250.00 Special Master Administrative Fine(s)

$15,800.00 Daily Accumulated Fines

$37.00 Filing Fees for Liens

_____ Finance Department Cost (Amount of Staff Hours: _____)

_____ Code Enforcement Cost (Amount of Staff Hours: 6) + 1 Brian + 1 Joe

$10 Lien Release Fees

_____ Other: _____

_____ Subtotal

_____ Interest

_____ TOTAL

Attachment: 18 Timber Trail Request for Lien Reduction (4376 : Request for a Code Enforcement Lien Reduction - 18 Timber Trail)

DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Detail by Entity Name

Florida Limited Liability Company
WEST AVENUE GROUP, LLC

Filing Information

Document Number	L09000059825
FEI/EIN Number	27-0413271
Date Filed	06/19/2009
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	09/07/2021

Principal Address

3541 John Anderson Dr
Ormond Beach, FL 32176

Changed: 02/10/2023

Mailing Address

PO Box 1946
Ormond Beach, FL 32175

Changed: 03/05/2014

Registered Agent Name & Address

Quint, Richard A
3541 John Anderson Drive
Ormond Beach, FL 32176

Name Changed: 09/07/2021

Address Changed: 02/10/2023

Authorized Person(s) Detail

Name & Address

Title Manager

Richard Quint
PO Box 1946
Ormond Beach, FL 32175

Attachment: 18 Timber Trail Request for Lien Reduction (4376 : Request for a Code Enforcement Lien Reduction - 18 Timber Trail)

Title MGRM

QUINT, RICHARD A
PO Box 1946
Ormond Beach, FL 32175

Annual Reports

Report Year	Filed Date
2021	09/07/2021
2022	07/14/2022
2023	02/10/2023

Document Images

02/10/2023 -- ANNUAL REPORT	View image in PDF format
07/14/2022 -- ANNUAL REPORT	View image in PDF format
09/07/2021 -- REINSTATEMENT	View image in PDF format
04/15/2019 -- ANNUAL REPORT	View image in PDF format
04/23/2018 -- ANNUAL REPORT	View image in PDF format
03/07/2017 -- ANNUAL REPORT	View image in PDF format
04/19/2016 -- ANNUAL REPORT	View image in PDF format
04/06/2015 -- ANNUAL REPORT	View image in PDF format
03/05/2014 -- ANNUAL REPORT	View image in PDF format
03/13/2013 -- ANNUAL REPORT	View image in PDF format
05/12/2012 -- ANNUAL REPORT	View image in PDF format
04/07/2011 -- ANNUAL REPORT	View image in PDF format
02/09/2010 -- ANNUAL REPORT	View image in PDF format
06/19/2009 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

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Stay on top of sales! Recent sales data now available for viewing on our website.

Select Language

LARRY BARTLETT, JD, CFA
WE VALUE VOLUSIA

Home / Parcel Summary for 3209451

Summary | Tax Estimate | Permits | Map | Pictometry | Print

Alternate Key:	3209451
Parcel ID:	424269000090
Township-Range-Section:	14 - 32 - 42
Subdivision-Block-Lot:	69 - 00 - 0090
Physical Address:	18 TIMBER TR, HOLLY HILL 32174
Owner(s):	WEST AVENUE GROUP LLC - FS - Fee Simple - 100%
Mailing Address On File:	PO BOX 1946 ORMOND BEACH FL 32175 *Update Mailing Address*
Building Count:	1
Neighborhood:	2722 - RIVIERA GOLF COURSE & CC AREA *Neighborhood Sales*
Subdivision Name:	RIVIERA ESTATES UNREC SUB 233
Property Use:	0100 - SINGLE FAMILY
Tax District:	203-HOLLY HILL
2023 Final Millage Rate:	18.223
Homestead Property:	No - *Apply for Homestead Online*
Agriculture Classification:	No - *Additional Information*
Short Description:	S 100 FT OF N 320 FT OF E 165 FT OF LOT 30 BLK 21 FLEMING FI TCH GRANT AKA LOT 9 RIVIERA ESTATES UNREC SUB NO 233 PER OR 4208 PG 2416-2417 PER OR 5646 PG 3652 AND PER OR 5673 PG 236

Values & Exemptions | Land & Buildings | Sales | Legal | Property Tax Bill

Property Values

	2024 Working	2023 Final	2022 Final
Tax Year:			
Valuation Method:	1-Market Oriented Cost	1-Market Oriented Cost	1-Market Oriented Cost
Improvement Value:	$369,976	$369,976	$331,952
Land Value:	$42,400	$42,400	$42,400
Just/Market Value:	$412,376	$412,376	$374,352

Back to Top

Working Tax Roll Values by Taxing Authority

Values shown below are the 2024 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2023 FINAL MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority		Just/Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017	CAPITAL IMPROVEMENT	$412,376	$412,376	$0	$412,376	1.5000	$618.56
0012	DISCRETIONARY	$412,376	$412,376	$0	$412,376	0.7480	$308.46
0011	REQ LOCAL EFFORT	$412,376	$412,376	$0	$412,376	3.1610	$1,303.52
0050	GENERAL FUND	$412,376	$396,580	$15,796	$396,580	3.3958	$1,346.71
0055	LIBRARY	$412,376	$396,580	$15,796	$396,580	0.4209	$166.92
0520	MOSQUITO CONTROL	$412,376	$396,580	$15,796	$396,580	0.1781	$70.63
0530	PONCE INLET PORT AUTHORITY	$412,376	$396,580	$15,796	$396,580	0.0692	$27.44
0053	PUBLIC SAFETY FUND	$412,376	$396,580	$15,796	$396,580	1.4541	$576.67
0058	VOLUSIA ECHO	$412,376	$396,580	$15,796	$396,580	0.2000	$79.32
0057	VOLUSIA FOREVER	$412,376	$396,580	$15,796	$396,580	0.2000	$79.32
0065	FLORIDA INLAND NAVIGATION DISTRICT	$412,376	$396,580	$15,796	$396,580	0.0288	$11.42
0100	HALIFAX HOSPITAL AUTHORITY	$412,376	$396,580	$15,796	$396,580	0.7878	$312.43
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	$412,376	$396,580	$15,796	$396,580	0.1793	$71.11
0200	HOLLY HILL	$412,376	$396,580	$15,796	$396,580	5.9000	$2,339.82
						18.2230	$7,312.32

Non-Ad Valorem Assessments

Project	#Units	Rate	Amount
0203-HOLLY HILL STORMWATER	1.00	$96.00	$96.00

Estimated Ad Valorem Tax:	$7,312.32
Estimated Non-Ad Valorem Tax:	$96.00
Estimated Taxes:	**$7,408.32**
Estimated Tax Amount without SOH/10CAP ⓘ	$7,610.73

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5.4.a

Exhibit A

Case Master Inquiry

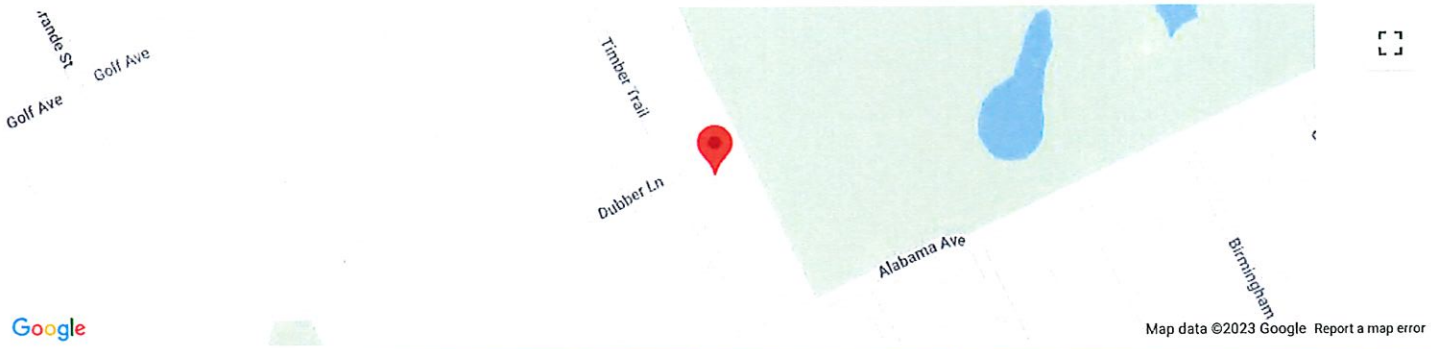
Case 23-00003334

Collapse All

Property Information

Address: 18 TIMBER TRL
ORMOND BEACH, FL 321747405
Location ID: 7284
PARCEL NUMBER: 4 2 42 69 00 0090
Short Parcel ID:
Zoning: R-4A R4A SFR - ZERO LOT LINE
Subdivision:

Property Address Map



Case General Information

Case status: LN LIEN OPEN/CASE CLOSED
Status date: 7/25/2023
Case type: RPM RESIDENTIAL PROPERTY MAINT
Reported date: 2/03/2023
Origination: OI OFFICER INITIATED
Default inspector: KAM Kyle Mahanes
Credit balance: .00

Owner Information

Owner name: WEST AVENUE GROUP LLC
Address: 863 PINE FOREST TRAIL WEST
City: PORT ORANGE, FL 321277793
Phone: 0
Notice: Y
Flip:

Violations

Type	Status	Location	Quantity	Date Established	Date Resolved
26-61 (2) SANITARY (TRASH)	LI		1	2/03/2023	7/25/2023
SANITARY (JUNK)	LI		1	3/09/2023	7/25/2023
26-61 (3) SANITARY (VERMIN)	LI		1	3/09/2023	7/25/2023
ZONING	LI		1	3/09/2023	7/25/2023
BUSINESS TAX RECEIPT	LI		1	3/09/2023	7/25/2023

Case Data

Description	Data
CN CORRECTION DATE	

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NOV POTENTIAL HEARING DA
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	4/20/2023		.00
50	SPEC MAG DAILY FINE	15800.00	15800.00	.00	5/31/2023	8/18/2023	200.00
		16050.00	16050.00	.00			

1

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HOLLY HILL RECEIVED
NOV 13 2023
COMM. DEV. DEPT.

CITY OF HOLLY HILL

CASE # 23-3334

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: WEST AVENUE GROUP, LLC

Property Address: 18 TIMBER TRAIL, ORMOND BEACH, FLA

Phone number(s) where you can be reached during the day:

386.235.4132 cell _____

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

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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 WEST AVENUE GROUP, LLC, the fee simple owner of the following
(Owner's Name)

described property (Provided Legal Description or Tax Parcel ID Number(s) 42-14-32-69-00-00 40

hereby petition the Holly Hill City Commissioners to grant a release of lien in the amount of $ 16,050.00 for Case No. 23-3334, 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.

WEST AVENUE GROUP, LLC
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 13th day of Nov, 2023.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Richard Quint, who is personally known to me or who has produced FL DL 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 13th day of Nov, 2023.

LESLIE MONTGOMERY
MY COMMISSION # HH 384026
EXPIRES: April 6, 2027

Leslie Montgomery
Notary Public in and for the County and State Aforementioned

My Commission Expires: April 6, 2027

Attachment: 18 Timber Trail Request for Lien Reduction (4376 : Request for a Code Enforcement Lien Reduction - 18 Timber Trail)

RECEIVED
NOV 2 8 2023

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: RICHARD QUINT

Relationship: OWNER - WEST AVENUE GROUP, LLC

I, RICHARD QUINT, 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:

CANCER,
LIVER CANCER
SPINAL CANCER
3 SURGERIES
ON GOING CHEMO
RADIATION TREATMENT
PARTIAL PARALYSIS ON RIGHT

Date: 11.28.23

Signed: RICHARD QUINT II

Print Name:

Attachment: 18 Timber Trail Request for Lien Reduction (4376 : Request for a Code Enforcement Lien Reduction - 18 Timber Trail)

RECEIVED
NOV 28 2023

STATE OF Florida

COUNTY OF: Volusia

PERSONALLY appeared before me, the undersigned authority duly authorized to administer oaths and take acknowledgements, Richard Hunt, 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 FL DL as identification and did take an oath.

Date: 11/28/23

Peggy C. Collier

Notary Public

My Commission Expires 3/18/24

PEGGY C. COLLIER
Notary Public-State of Florida
Commission # GG 971072
My Commission Expires
March 18, 2024

RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO

CODE ENFORCEMENT DEPARTMENT

1065 RIDGEWOOD AVENUE

HOLLY HILL, FL 32117

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MAYO CLINIC

Cytology Fine Needle Aspiration

CTFNA

PATIENT NAME				CASE NUMBER	ORDER NUMBER
QUINT, RICHARD				**NF-23-340**	**I416009494**
PATIENT ID	DATE OF BIRTH	AGE AT COLLECTION	SEX	REQUESTED BY	
13744383	09/30/1952	70 Y	Male	THIEN HUYNH	
COLLECTED	RECEIVED	REPORTED			
1/16/2023, 09:42	1/16/2023, 10:32	1/20/2023, 16:01			

The collected, received, and reported dates and times on the report are in the time zone of the performing location.

INTERPRETATION

A. Bone, lumbar 2, biopsy (touch prep/tissue): Positive for malignancy. Involved by patient's known hepatocellular carcinoma. See comment.

Comment: Immunohistochemical stains (HEPAR-1, MOC-31, CK7, CK20, CAM5.2, TTF-1, glypican-3, SOX10 and PAX8) were performed on tissue block A1. The tumor cells are immunoreactive with glypican-3 (diffuse), HEPAR-1 (focal) CAM 5.2 (rare) and MOC-31 (patchy), while they are negative for the remaining immunostain markers tested, supporting the above diagnosis.

Of note, tissue blocks A1 and A2 are adequate for additional stains/molecular studies, if clinically indicated.

Seen in consultation with Dr. Murli Krishna.
STA/nmd/amb

REPORT ELECTRONICALLY SIGNED BY

Sam T. Albadri, M.D.

I verify that I have examined all relevant slides/materials for the specimen (s) and rendered or confirmed the diagnosis.

GROSS DESCRIPTION

Received 5 air-dried touch prep slide(s), 4 touch prep slide(s) in ETOH, red soft tissue core(s) in formalin measuring 2.0 cm x 0.5 cm (A1), and red soft tissue core(s) in RPMI transferred to formalin measuring 2.0 cm x 0.75 cm (A2). Tissue placed into 2 cassettes (A1, A2).

SOURCE

A. Bone, lumbar 2, biopsy

DISCLAIMER

This test has been modified from the manufacturer's instructions. Its performance characteristics were determined by

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Mayo Clinic in a manner consistent with CLIA requirements. This test has not been cleared or approved by the U.S. Food and Drug Administration.

Code : MCF Laboratory : Mayo Clinic Jacksonville, Hospital Laboratory Address : 4500 SAN PABLO ROAD
Lab Director : GRETCHEN JOHNS MD CLIA Certificate : 10D0269502 JACKSONVILLE FL 32224-1865

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MAYO CLINIC

Surgical Consent

Form content retained in medical record.
Route to HIMS Scanning.

TO BE SCANNED

(complete fields or place patient label here)

MRN: 13-744-383 CSN: 2000531954014
Quint, Richard
DOB: 9/30/1952 (70 yrs) Male Enctr Dt: 3/14/2023
2000531954014

I consent to the following procedure(s): please print
INTRATHECAL PAIN PUMP PLACEMENT / INTRATHECAL PUMP PLACEMENT
AND ALL OTHER INDICATED PROCEDURES

Procedure(s) Will Be Performed By (name of performing or supervising physician or licensed independent practitioner)	Provider Pager
DR. ABODE-IYAMAH, DR. GHAZI	

Risks, Benefits, Alternatives: My provider has explained to me the risks, benefits, and nature and consequences of the procedure, along with risk of complications, including, but not limited to failure, serious injury, and even death; the likelihood that I will achieve my goals; and any potential problems that might occur during recuperation. My provider also has explained the alternative viable modes of treatment, their benefits, risks, and effectiveness, as well as the risks and benefits of not undergoing treatment. The likely results of no treatment have been explained to r

Anesthesia: If an anesthetic is administered, as discussed with my provider, it will be administered through general or regional anesthesia, such as spinal or epidural, or local anesthesia with sedation. I understand that all types of anesthesia involve risk due to unexpected reactions or complications. Potential complications include damage to teeth, mouth or throat, allergic reactions, pneumonia, inflammation of the veins, nerve injury, or paralysis, damage to the heart, liver, kidney or brain, infection, or the possibility of death.

Additional Procedures: I understand that additional procedure(s) may be necessary or desirable during the procedure(s) to treat or evaluate me. It is or may be foreseeable that unanticipated conditions may be revealed that require an extension of the original procedure, so I consent to such additional procedure(s) as are necessary and desirable in my provider's professional judgment.

Health Care Team: I understand that other providers, including physicians-in-training, physician assistants, surgical technicians or others may be involved. They may be identified by name in my medical record. For some surgeries, a provider other than the primary surgeon may perform significant tasks including opening and closing the wound, harvesting grafts, removing tissue, and implanting devices or altering tissues.

Overlapping Operations/Procedures in the Operating Room: I understand that my primary surgeon may be participating in another operative procedure during non-critical portions of my procedure. A qualified surgeon will be available.

Photography and Video: I consent to being photographed or videotaped (the Materials) for purposes of treatment and internal health care operatic such as improving quality of care and educating students and staff. Mayo Clinic may also use and disclose the Materials for educational purposes, such as publication in professional journals and presentations at seminars or conferences, if reasonable steps are taken to remove information abc my identity from them.

Transfusion of Red Blood Cells (RBCs), Granulocytes, Platelets, Frozen Plasma (FP), or Cryoprecipitate: As applicable, I have discussed with my provider the possibility of needing a blood transfusion or having autologous blood transfused using cell salvage during my treatment, and the risks and benefits of receiving blood or blood products, and viable medical alternatives. I understand the most common risks include but are not limited to: transfusion reactions such as fever, chills, allergic reaction, hives or shortness of breath, or discomfort at the site of administration. I also understand there is a risk of transfusion transmitted disease such as Hepatitis B, Hepatitis C, or HIV. I have had the opportunity to ask questio

I consent to receiving all blood or blood products:

☑ Yes ☐ No ☐ Not applicable If "No" is selected, complete Consent and/or Refusal for Blood Products (MC3999-23).

Implants/Explants: If I have an implant/device placed, I authorize personnel to: (1) complete the registry card(s) associated with my implant/devic that contains my personal health information; and (2) provide the card to the appropriate registry or data collection agency. I understand that any body tissue and/or medical devices removed during the procedure will be managed according to Mayo Clinic policy.

Exposure: If a Mayo Clinic employee is exposed to my blood or body fluids, I consent to have my blood drawn and tested and to the disclosure of my results to Mayo Clinic Occupational Health and the exposed employee for the purposes of treatment to the employee.

My questions have been answered. By signing below I agree to the procedure(s).

Patient or Representative Signature	Date *(mm-dd-yyyy)*	Time *(hh:mm)*
▶ [signature]	03-15-2023	1530 ☐ a ☒ p
Representative Printed Name *(First, Middle, Last)*: RICHARD QUINT		
Relationship to Patient:		

ENTERPRISE: Applies to Mayo Clinic locations in Arizona, Florida, Rochester and Mayo Clinic Health System.

©2021 Mayo Foundation for Medical Education and Research

MC399

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5.4.a

MAYO CLINIC

Name: Richard A. Quint | DOB: 9/30/1952 | MRN: 13-744-383 | PCP: ELSEWHERE, PCP

MR LUMBAR SPINE WITHOUT AND WITH IV CONTRAST

Collected on March 1, 2023 2:54 PM

Results

Impression

Progressive large metastasis involving the L2 vertebral body and pedicles with an associated pathologic fracture. There is a large ventral epidural component resulting in severe spinal stenosis. Tumor extends into the left neural foramen at the L2-L3 level resulting in severe neural
foraminal narrowing.

Diffuse enhancement of the nerve roots of the cauda equina. This could be secondary to compression
at the L2 level or potentially in part could be postsurgical in nature. This could also reflect leptomeningeal disease. Consider CSF sampling.

Degenerative disc changes spanning the L2-S1 levels and multilevel facet arthropathy. Changes status
post interval left sided hemilaminectomies at the L3-L4 and L4-L5 levels. There is been decompression of the spinal canal at the L3-L4 level. There is persistent severe spinal stenosis at
the L4-L5 level.

Narrative

EXAM: MR LUMBAR SPINE WITHOUT AND WITH IV CONTRAST

COMPARISON: MRI of the lumbar spine from 10/24/2022. CT lumbar spine from 2/25/2023.

FINDINGS:
There is straightening of the lumbar spine. Mild levoconvex curvature of lumbar spine.

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Large enhancing mass involving the L2 vertebral body worse posteriorly. There is extension into the
ventral epidural space. There is involvement of the left greater than right pedicles. There is associated pathologic compression fracture involving the superior endplate. This has progressed in
comparison to prior MRI. The ventral epidural tumor is more bulky on the left. There is associated
severe spinal stenosis with complete effacement of CSF surrounding the nerves the cauda equina.
There is kinking of the nerve roots of the cauda equina cephalad to this level secondary to spinal
stenosis. There is effacement left greater than right subarticular zones likely with compression
traversing L3 nerve roots. Small amount of paraspinal tumor present worse on the left.

There is diffuse enhancement of the nerve roots the cauda equina which could be secondary to
compression in spinal stenosis related to the L2 metastasis and epidural tumor. This is new in comparison with the prior. Superimposed leptomeningeal disease is a possibility. Some of the
enhancement can also be postsurgical in nature.

L1-L3: Degenerative disc changes noted at the L2-L3 level. Please see above discussion. Mild facet
arthropathy L1-L2 level. Moderate facet arthropathy at the L3-L4 level. Mild neural foraminal narrowing on the left at the L2-L3 level. There is tumor extending into the left-sided neural foramen at the L2-L3 level resulting in severe left-sided neural foraminal narrowing. Likely compression exiting left L2 nerve root.

L3-L4: Changes status post resection left sided laminectomy. Fluid collection at the laminectomy
site. There has been decompression of the spinal canal at this level in comparison with the prior
MRI. Severe facet arthropathy on the right and moderate on the left. Degenerative disc changes with
severe intervertebral disc space loss and vacuum phenomena. Generalized disc bulge. Minimal Modic
type I changes of the posterior endplates improved in comparison with the prior. Mild

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bilateral
neural foraminal narrowing.

L4-L5: Degenerative disc changes with intervertebral disc space loss and vacuum phenomena.
Generalized disc bulge. Changes status post left-sided hemilaminectomy at this level. Small fluid
collection at the laminectomy site. There is persistent severe spinal stenosis at this level with complete effacement of CSF surrounding the nerves the cauda equina. Effacement of the subarticular
zones with concern for compression of the traversing L5 nerve roots. Severe facet arthropathy on the
right mild on the left. Mild to moderate neural foraminal narrowing on the right and mild on the
left.

L5-S1: Moderate bilateral facet arthropathy. Degenerative disc changes with intervertebral disc
space loss and vacuum phenomena. Generalized disc bulge. Moderate narrowing of the spinal canal.
Effacement of the subarticular zones. Mild thickening of the filum terminale also seen the prior MRI
noted to L5 level.

Mild degenerative changes of the bilateral SI joints.

There is edema and enhancement involving the paraspinal musculature worse on the left postsurgical
in nature.

On the limited localizer sequence there is a mass involving the left lobe the liver likely with some
associated adjacent blood products as discussed on the prior MRI abdomen.

Ordering provider: Annamarie Hoffecker, APRN
Reading physician: John Murray, M.D.
Study date: March 1, 2023 3:23 PM
Collection date: March 1, 2023 2:54 PM
Result date: March 1, 2023 3:23 PM

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STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Ordinance

MEETING DATE: **January 9, 2024**
FROM: **Brian Walker**
SUBJECT: **FIRST READING - an Ordinance of the City of Holly Hill, Florida, Approving the Second Major Amendment to the Malkit Salh Business Planned Unit (BPUD) Development Agreement; Providing for Conflicting Ordinances; Providing for Severability; and Providing an Effective Date.**
NUMBER: **2024-O-3068**
APPLICANT: **Brian Walker**
PLANNER:

INTRODUCTION:

MALKIT SALH BPUD DEVELOPMENT AGREEMENT MAJOR AMENDMENT AND REZONE - Consider a major amendment and rezone to The Malkit Salh BPUD Development Agreement located on approximately .8 acres, on the west side of Nova Road S on the corner of S. Nova Road and Alabama Avenue and more specifically known as 1190 and 1184 S Nova Road.

BACKGROUND:

On March 11, 2003, the City Commission adopted Ordinance 2653, which approved a rezone from B-5 Heavy Commercial (Volusia County) to Business Planned Unit Development (BPUD) Holly Hill for the property on the west side of Nova Road S on the corner of S Nova Road and Alabama Avenue. The property contains two structures and was approved for automotive sales, services and repairs and for use as a single-family dwelling.

On January 27, 2004 the City Commission approved a major amendment to the BPUD to allow the uses stated in the B-5 zoning district. This added the uses described in **Exhibit A.**

Over the last 19 years, there have been changes along Nova Road S, and the applicant's property is now surrounded by properties that are zoned CC-1 that permit a greater variety of uses. In response to changing times, the applicant would like to added additional uses to their BPUD and make adjustments to development requirements such as to setbacks and minimum building separation. That is the purpose is this major amendment request.

The applicant is requesting to amend the approved BPUD as follows:

1. The use of a single-family home has been removed. Shed sales and display along with all uses within the B-6 zoning district have been added as permitted uses. **(Exhibit B)** Specific criteria have been added as a requirement for any proposed shed use. See letter D of the proposed amendment.

2. Development standards have been updated. An example is that setbacks and minimum building separations have been reduced and are now consistent with those of the surrounding CC-1 zoned properties. See letter E in the proposed amendment.

Consistency with the Land Development Code

The proposed PD zoning designation and requested major amendment have been evaluated for compatibility with the Land Development Regulations of Holly Hill. Staff finds the requested PD Major Amendment to be consistent with the City's Land Development Regulations, and compatible with the trend of development in the area.

Consistency with 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 ratio of building floor area (FAR) for the General Commercial Development future land use designation shall not exceed 1.95. Future development shall not exceed the permitted F.A.R.

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 Business Planned Unit Development (BPUD) zoning classification are compatible with the General Commercial Development future land use designation as well as with existing adjacent land uses.

STAFF RECOMMENDATION:

Recommend to the City Commission to adopt the Ordinance enacting a Rezone from Business Planned Unit Development to Business Planned Unit Development, a Major Amendment adding uses and modifying specific development standards, and the associated Development Agreement for approximately .8 acres, on the west side of Nova Road S on the corner of S Nova Road and Alabama Avenue and more specifically known as 1190 and 1184 S Nova Road.

ATTACHMENTS:

- Aerials (PDF)
- Current Development Agreement (PDF)
- EXHIBIT A (PDF)
- EXHIBIT B (PDF)
- Proposed Second Major Amendment (PDF)
- Zoning and Location Map (PDF)
- Application (PDF)

Ordinance No. 2024-3068

FIRST READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE SECOND MAJOR AMENDMENT TO THE MALKIT SALH BUSINESS PLANNED UNIT (BPUD) DEVELOPMENT AGREEMENT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE SECOND MAJOR AMENDMENT TO THE MALKIT SALH BUSINESS PLANNED UNIT (BPUD) DEVELOPMENT AGREEMENT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, MALKIT SALH REVOCABLE LIVING TRUST has proposed a second Major Amendment to the BPUD on property described in Exhibit A, to amend that certain Development Agreement (the "Agreement") dated January 27, 2004, recorded in the public records of Volusia County Florida, in Book: 5254 Page 2739.

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

SECTION 1. The City Commission of the City of Holly Hill hereby approves the second Major Amendment to MALKIT SALH BUSINESS PLANNED UNIT (BPUD) DEVELOPMENT AGREEMENT as described in Exhibit "B".

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 immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 9th day of JANUARY, 2024 for first reading.

EXHIBIT A

Legal Description

S 225 FT OF E 193 1/3 FT OF LOT 21 W OF OLD KINGS RD BLK 21 FLEMING FITCH GRANT PER DB 526 PG 383 EXC PT IN RD PER DB 549 PG & EXC TRIANG IN NEW R/W BEING E 31.99 FT OF S 32.05 FT PER OR 5098 PG 2762 PER OR 5871 PGS 2104-2106 INC PER OR 7115 PGS 0219-0221 INC PER OR 7779 PG 0771

EXHIBIT B

SECOND MAJOR AMENDMENT TO THE MALKIT SALH BUSINESS PLANNED UNIT (BPUD) DEVELOPMENT AGREEMENT

THIS SECOND MAJOR AMENDMENT TO THE MALKIT SALH BPUD DEVELOPMENT AGREEMENT is made this _____ day of _____, 2024, by and between **MALKIT SALH REVOCABLE LIVING TRUST**, and the **CITY OF HOLLY HILL,** a Florida municipal corporation (the "City").

WHEREAS, Malkit Salh and the City entered into that certain Development Agreement (the "Agreement") dated January 27, 2004, recorded in the public records of Volusia County Florida, in Book: 5254 Page 2739, for the development of certain real property as described in said Agreement; and

WHEREAS, Owners and City wish to further modify certain provisions of the Agreement as detailed below; and

NOW, THEREFORE, in consideration of the mutual covenants and promises made herein, the parties hereto covenant and agree to bind themselves as follows:

1. The above recitations are true and correct and incorporated herein by reference.

2. Owners and City mutually agree that letter D of the current agreement titled, Land Uses Within the PUD, is replaced in its entirety with the language below labeled **D,** and that letter E of the current agreement titled, Development Standards is replaced in

its entirety with the language below labeled **E,**

D. Land Uses Within the PUD. The development of the parcel shall be consistent with the uses prescribed within the proposed PUD. The following land uses shall be allowed as permitted principal uses and structures along with their customary accessory uses and structures:

a. Automotive Repairs, Servicing and Sales
b. Shed sales and display - a site plan showing the proposed layout and number of sheds to be displayed must be submitted for review and approval by the City. Parking and traffic circulation on the site must be addressed within the details of the site plan and shall not be impeded.
c. All uses permitted in the B-6 zoning district except as otherwise prohibited.

Prohibited Uses:

a. Bars and nightclubs.
b. Self-service laundromats
c. Any other uses not specifically listed under Permitted Uses
d. Single-family home - **the property owner waives and relinquishes any claims to grandfathering with regard to the use of a single-family home.**

E. Development Standards:

1. Minimum lot area: 34,600 square feet
2. Minimum lot width: 170 feet
3. Minimum yard size:

a. Front yard - 15 feet - Property is a corner lot and considered to have two front yards that abut the road

b. *Side yard (north) - 10 feet / Side yard west abutting residential property - 20 feet.

*The existing building on the north end of the property shall be considered legal non-conforming but must come into conformity with all setbacks should the property be damaged in excess of 50% of its value at the time of damage.

4. Maximum lot coverage: 75%
5. Maximum building height: 45 feet
6. Landscape buffer requirements - minimum 5 feet along all property lines
7. Minimum building separation: As determined by Fire Marshal and Chief Building Official.
8. Parking standards as required in the Holly Hill Land Development Regulations
9. Signage Requirements as required in the Holly Hill Land Development Regulations

3. All other provisions, conditions, and requirements of the Agreement dated January 27, 2004, recorded in the public records of Volusia County Florida, in Book: 5254 Page 2739 remain in full force and effect.

NOW THEREFORE, the undersigned parties hereby agree to the above terms and conditions of the Major Amendment.

CITY OF HOLLY HILL, FLORIDA
a Florida municipal corporation

By: _____
Chris Via, Mayor

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization,** this _____ day of _____, 2024 by _____, who is personally known to me.

NOTARY PUBLIC, STATE OF FLORIDA

_____
Notary Signature

_____
Printed Name

Commission No.: _____
My Commission Expires: _____

WITNESSES:

_____

_____
(Name Printed or Typed)

_____

_____
(Name Printed or Typed)

Malkit Sahl

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or**

☐ **online notarization,** this _____ day of _____, 2024 by _____, who is personally known to me or produced _____ as identification.

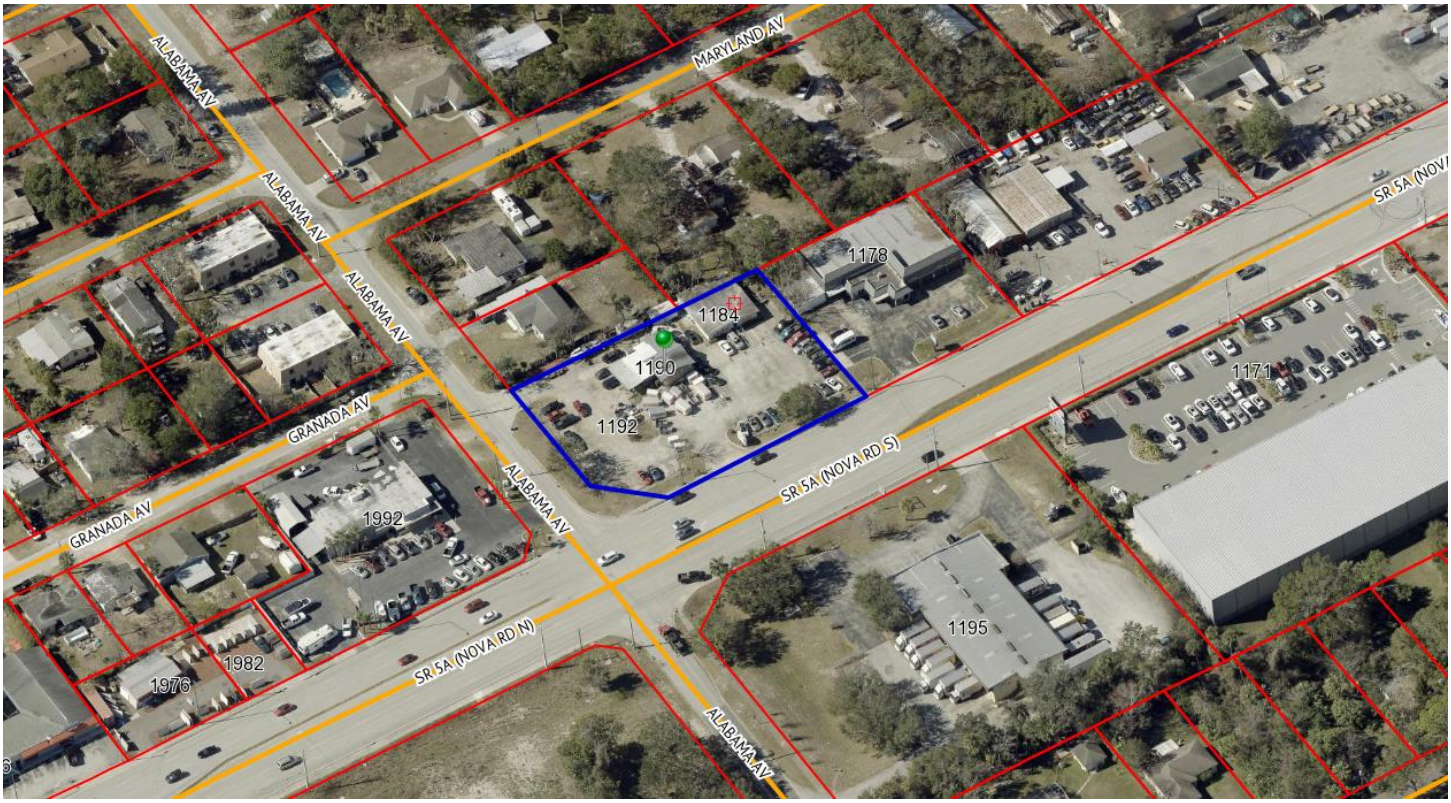
NOTARY PUBLIC, STATE OF FLORIDA

_____
Notary Signature

_____
Printed Name

Commission No.: _____
My Commission Expires: _____

General Aerial



Blow Up Aerial

02/05/2004 02:25 PM
Instrument# 2004-028074
Book: 5254
Page: 2734

ORDINANCE NO. 2679

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE WRITTEN DEVELOPMENT AGREEMENT FOR THE MALKIT SALH BUSINESS PLANNED UNIT DEVELOPMENT LOCATED ON THE NORTHWEST CORNER OF THE INTERSECTION OF NOVA ROAD (SR 5A) AND ALABAMA; PROVIDING FOR SEVERABILITY; REPEALING ALL LAWS OR PARTS OF LAWS IN CONFLICT HEREWITH; AND PROVIDING WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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 Land Development Regulations, based on, related to, and as a means to implement its adopted comprehensive plan; and

WHEREAS, the City Commission did previously adopt Ordinance 2653 which amended the Holly Hill Land Development Regulations by rezoning the property referenced here below from B-5 (Volusia County) to Business Planned Unit Development; and

WHEREAS, Ordinance 2653 included a Written Development Agreement and Preliminary Site Development Plan, collectively referred to as a Master Development Plan, which govern the use and development of the Malkit Salh Business Planned Unit Development; and

WHEREAS, Malkit Salh, the owner of the property comprising the Business Planned Unit Development, has requested that the Written Development Agreement be amended to permit a wider range of uses; and

WHEREAS, the City Commission has determined that the request is consistent with the City's adopted comprehensive plan and will further the purpose and intent of the City's adopted Land Development Regulations.

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

SECTION 1. The Written Development Agreement for the Malkit Salh Business Planned Unit Development, enacted by Ordinance 2653 and governing the use and development of the property described here below, is hereby amended by changing the list of permitted uses as indicated in Exhibit A.

Attachment: Current Development Agreement (2024-O-3068 : Malkit Sahl Business Planned Unit (BPUD) Development Amendment)

The legal description of the Malkit Salh Business Planned Unit Development is as follows:

That portion of Lot 21, Block 21, Mary C. Fleming Subdivision of the Thomas Fitch Grant, according to map in Map Book 1 Page 1, Public Records of Volusia County, Florida, being more particularly described as follows:

Beginning at the Northeast corner of the Highland Park Subdivision, which subdivision is recorded in Map Book 10, Page 64, Public Records of Volusia County, Florida, thence northerly 55 feet along a continuation of Old Kings Road extended to a point, which point is the north side of Alabama Avenue, a 55 foot street, and the Point of Beginning of the property hereby conveyed; thence westerly along the north side of Alabama Avenue, a distance of 193.33 feet to a point; thence northerly on a line parallel to a continuation of Old Kings Road extended, a distance of 220 feet to the point of beginning. Excepting there from that part and portion of the above described real property deeded to the State of Florida for highway purposes.

Less and except the following:

That part of Lot 21, Block 21, Mary C. Fleming Subdivision of the Thomas Fitch Grant, as recorded in Map Book 1, Page 1, Public Records of Volusia County, Florida, described as follows:

Commence at the southwest corner of said Lot 21, said corner being in the northerly right-of-way line of Alabama Avenue, run thence north 64°13'58" east, along said northerly right-of-way line, a distance of 242.96 feet to the point of beginning; thence continue north 64°13'58" east, and along said northerly right-of-way line a distance of 31.99 feet to an intersection with the westerly right-of-way line, a distance of 32.05 feet; thence south 19°11'11" west, a distance of 45.29 feet to the Point of Beginning.

(Tax Parcel Number 4242-04-21-0215)

Containing 1.375 acres, more or less.

SECTION 2. This amended Written Development Agreement shall supercede and replace the Written Development Agreement enacted by Ordinance 2653, and shall, in concert with the Preliminary Development Plan previously enacted by Ordinance 2653, comprise the Master Development Plan for the property described above and referred to as the Malkit Salh Business Planned Unit Development.

SECTION 3. The Mayor is hereby authorized to sign the amended Written Development Agreement as evidence of the Commission's approval.

SECTION 4. That if any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 5. That all laws or parts of laws in conflict herewith are hereby repealed.

Attachment: Current Development Agreement (2024-O-3068 : Malkit Sahl Business Planned Unit (BPUD) Development Amendment)

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

The within and foregoing Ordinance was introduced and read on first reading before City Commission of the City of Holly Hill, Florida, at its regularly scheduled meeting held in Commission Chambers at City Hall on the 13th day of January, 2004.

It was moved by Commissioner Schmitt and seconded by Commissioner Via that said Ordinance be approved on first reading. A roll call vote of the Commission held on said motion for approval of the Ordinance resulted as follows:

Mayor William Arthur	Yes
Commissioner Arthur Byrnes	Yes
Commissioner Gilles Blais	Yes
Commissioner Lou Schmitt	Yes
Commissioner Roland Via	Yes

The within and foregoing Ordinance was introduced and read on second reading before City Commission of the City of Holly Hill, Florida, at its regularly scheduled meeting held in Commission Chambers at City Hall on the 27th day of January, 2004.

It was moved by Commissioner Bynres and seconded by Commissioner Via that said Ordinance be approved on first reading. A roll call vote of the Commission held on said motion for approval of the Ordinance resulted as follows:

Mayor William Arthur	Yes
Commissioner Arthur Byrnes	Yes
Commissioner Gilles Blais	Yes
Commissioner Lou Schmitt	Absent
Commissioner Roland Via	Yes

Whereupon, the Mayor of the City of Holly Hill, Florida, has hereunto set his official signature, duly attested by the City Clerk and has caused the official seal of said City to be affixed all at City Hall of Holly Hill, Florida, this 27th day of January, 2003, for the purpose of authenticity as is required by law.

City of Holly Hill

Wm. D. Arthur

William D. Arthur, Mayor

Attachment: Current Development Agreement (2024-O-3068 : Malkit Sahl Business Planned Unit (BPUD) Development Amendment)

Joseph A. Forte, City Manager

Attest:

Jeaneen P. Clauss, CMC, City Clerk

Attachment: Current Development Agreement (2024-O-3068 : Malkit Sahl Business Planned Unit (BPUD) Development Amendment)

EXHIBIT A – Ordinance No. 2679

MALKIT SALH BUSINESS PUD

WRITTEN DEVELOPMENT AGREEMENT (amended)

(attach here)

Attachment: Current Development Agreement (2024-O-3068 : Malkit Sahl Business Planned Unit (BPUD) Development Amendment)

MALKIT SALH BPUD DEVELOPMENT AGREEMENT

(amended 01-27-04**)**
[enter date]

BEFORE THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA

IN RE: (Case # z-02-12-03), Application of Malkit Salh

RESOLUTION #

ORDER AND RESOLUTION

GRANTING A REQUEST FOR CHANGE OF ZONING FROM B-5 (Volusia County) TO MALKIT SALH BPUD – BUSINESS PLANNED UNIT DEVELOPMENT

The application of Malkit Salh, hereinafter, "Applicant", for rezoning was heard by and before the City Commission of the City of Holly Hill, Florida, on January 14, 2003. Based upon the verified Application and other supporting documents, maps, charts, overlays, other evidence and instruments, the advice, report, and recommendations of the City staff and consultants, and the testimony adduced and evidence received at the Public Hearing on this Application by the Board of Planning and Appeals on December 9, 2002, and otherwise being fully advised, the Holly Hill City Commission does hereby find and determine as follows:

A. That the application of Malkit S. Salh was duly and properly filed on November 18, 2002 as required by law.

B. That all fees and costs which are by law, regulation, or ordinance required to be borne by the Applicant have been paid.

C. That the Applicant is the owner of a 1.375 acre parcel of land which is situated within the corporate boundary of the City of Holly Hill. This parcel of land is described more particularly in the survey and legal description, a true copy of which is attached hereto as Exhibit "A".

D. That the Applicant has held a pre-application meeting as required by the Holly Hill Ordinance No. 2573.

Attachment: Current Development Agreement (2024-O-3068 : Malkit Sahl Business Planned Unit (BPUD) Development Amendment)

E. That the Applicant has complied with the "due public notice" requirements of the Holly Hill Code of Ordinances.

F. That the owner of the property, Malkit S. Salh, agrees with the provisions of the Development Agreement.

FINDINGS REGARDING REZONING

A. That the Applicant has applied for a change of zoning from the present zoning classification(s) of the parcel described in Exhibit "A" from B-5 to a(n) BPUD (Business Planned Unit Development).

B. That the said rezoning to a(n) BPUD is consistent with both the City's Comprehensive Plan and the purpose and intent of Ordinance 2352, the Land Use and Development Regulations, as amended, and does promote the public health, safety, morals, general welfare and orderly growth of the area affected by the requested rezoning.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, IN OPEN PUBLIC MEETING DULY ASSEMBLED IN THE COMMISSION CHAMBERS, HOLLY HILL CITY HALL, HOLLY HILL, FLORIDA, THIS 14th DAY OF JANUARY, 2003, A.D., AS FOLLOWS:

A. That the Application of Malkit S. Salh for the rezoning of the subject parcel is hereby granted.

B. That the zoning classification of the subject parcel described in Exhibit "A" attached hereto is hereby amended from B-5 to BPUD.

C. That the Official Zoning Map of the City of Holly Hill is hereby amended to show the rezoning of said property to Malkit Salh BPUD – Business Planned Unit Development.

D. That Ordinance 2352, the Land Use and Development Regulations, as amended, is consistent with the provisions of the "Development Agreement" as hereinafter set forth in this Order and Resolution and with respect to any conflict between Ordinance 2352, as amended, and the Development Agreement, the provisions of the Development Agreement shall govern. Ordinance 2352, the Land Use and Development Regulations, as amended, shall govern with respect to any matter not covered by the

Attachment: Current Development Agreement (2024-O-3068 : Malkit Sahl Business Planned Unit (BPUD) Development Amendment)

Development Agreement. The Holly Hill Development Code Administrator will ensure overall compliance with this Order and Resolution.

E. Unless otherwise provided for herein, Article III, Supplementary Regulations of Chapter 114, Sub-part B, Holly Hill Code of Ordinances, shall apply to the BPUD in the same manner as the B-5 zoning classification.

F. Nothing in this Order and Resolution shall abridge the requirements of any Ordinance of the City of Holly Hill other than Ordinance 2352, the Land Use and Development Regulations, as amended. Timing and review procedures contained in this Order and Resolution may be modified to comply with the Land Development Regulations, Sub-part B, Holly Hill Code of Ordinances, as amended.

DEVELOPMENT AGREEMENT

A. Development Concept. The property shall be developed as a(n) BPUD substantially in accordance with the Master Development Plan. The Master Development Plan shall govern the development of the property as a(n) BPUD and shall regulate the future land use of this parcel.

1. Master Development Plan. The Master Development Plan shall consist of the Preliminary Plan prepared by Urban Design Services and dated November 18, 2002 and this Development Agreement. The Preliminary Plan is hereby approved and incorporated into this Order and Resolution by reference as Exhibit "B". The Master Development Plan shall be filed and retained for public inspection in the office of the City Clerk and it shall constitute a supplement to the Official Zoning Map of the City of Holly Hill.

2. Amendments. All amendments of the Master Development Plan, other than those deemed by the Development Code Administrator to be minor amendments as set out in s. 5.6.21, G, 4, as amended by Ordinance 2573, shall require the review and recommendation of the Board of Planning and Appeals and action by the City Commission in the same manner as a rezoning of the parcel.

3. Subdivision Approval. (This paragraph applies only to PUDs requiring land subdivision.) After the Master Development Plan is recorded, and prior to any construction, including clearing and landfill, an application for subdivision approval shall be submitted for review and approval in

Attachment: Current Development Agreement (2024-O-3068 : Malkit Sahl Business Planned Unit (BPUD) Development Amendment)

the manner required by s. 3.4.4 of Ordinance 2352, the Land Use and Development Regulations, as amended.

4. Final Site Plan Approval. After the Master Development Plan is recorded, and prior to issuance of any permits for construction, including clearing and landfill, a Final Development Plan shall be prepared and submitted for review and approval in the manner required by Article III, Ordinance 2352, the Land Use and Development Regulations, as amended.

B. Unified Ownership. The Applicant and his successors shall maintain unified ownership of the subject parcel until after issuance of the Final Development Order.

C. Phases of Development. Phase 1 consists of the existing Tire City facility and Phase 2 consists of the Used Car Lot.

D. Land Uses Within the PUD. The development of the parcel shall be consistent with the uses prescribed for each area within the proposed PUD. The location and size of said land use areas are shown on the Preliminary Plan, Exhibit "B". The following land uses shall be allowed as permitted principal uses and structures along with their customary accessory uses and structures:

Automotive Repair and Services
Automobile Sales
One Single Family Residence (existing)
Any use permitted in the B-5 General Commercial Districts

E. Development Standards.

1. Minimum lot area: 43,560 sq. ft.
2. Minimum lot width: 100 ft.
3. Minimum yard size:
   a. Front yard - 30 ft.
   b. Rear yard - 30 ft.
   c. Side yard - 20 ft.
   d. Waterfront yard – n/a
4. Minimum floor area
5. Maximum lot coverage - 75 %

Attachment: Current Development Agreement (2024-O-3068 : Malkit Sahl Business Planned Unit (BPUD) Development Amendment)

6. Maximum building height - 45 ft.
7. Landscape buffer requirements - minimum of 5 ft. along all property lines
8. Project perimeter building setback - 30 ft.
9. Minimum building separation - 30 ft.
10. Off-street parking requirements – as provided in current Holly Hill Code of Ordinances
11. Signage requirements – as provided in current Holly Hill Code of Ordinances
12. Open space and/or common area requirements - n/a

F. Environmental Considerations. Existing trees on the site shall be preserved where possible.

G. Sewage Disposal and Potable Water. The project shall be connected to the City of Holly Hill sanitary sewage system and potable water system or to another municipal sanitary sewage system and/or municipal potable water system if connection to the City of Holly Hill system(s) is not reasonably feasible.

H. Stormwater Management. Provision for stormwater management shall be in accordance with Sections 94-71 through 94-104, Holly Hill Code of Ordinances, as amended.

I. Access and Transportation System Improvements. The project shall be in substantial accordance with the following access and transportation system improvements:

1. Access. The site shall have two access points on Nova Road, subject to approval by the Florida Department of Transportaiton, and one access point on Alabama Avenue, subject to approval by Volusia County.
2. Transportation System Improvements. No other improvements are proposed along Nova Road since it is currently under construction.

J. Internal Roadways. n/a

K. Building or Property Owners Association. The owner shall be responsible for maintenance of all improvements.

With respect to the enforcement of any property owners association charter and by-laws, any other agreements, covenants, easements or restrictions entered into by and between the applicant and the owners or occupiers of property within the PUD, the City will only enforce the provisions of the

Attachment: Current Development Agreement (2024-O-3068 : Malkit Sahl Business Planned Unit (BPUD) Development Amendment)

Development Agreement and the Holly Hill Code of Ordinances, as amended, whichever is applicable. The City will not be responsible for enforcement of any private agreements.

L. Other. All proposed utilities will be installed underground.

M. Binding Effect of Plans; Recording; and Effective Date. The Master Development Plan, including any and all supplementary orders and resolutions, and the Preliminary Plan shall bind and inure to the benefit of the Applicant and his successor in title or interest. The PUD zoning, provisions of the Development Agreement, and all approved plans shall run with the land and shall be administered in a manner consistent with Sub-part B, Land Development Regulations, Holly Hill Code of Ordinances, as amended.

This Order and Resolution and all subsequent orders and resolutions shall be filed with the Clerk of the Circuit Court and recorded within forty-five (45) days following execution of the document by the Holly Hill City Commission, in the Official Records of Volusia County, Florida. One copy of the document, bearing the book and page number of the Official Record in which the document was recorded, shall be submitted to the City Clerk. The date of receipt of this document by the City Clerk shall constitute the effective date of the PUD or its subsequent amendments. The applicant shall pay all filing costs for recording documents.

N. Conceptual Approval. The parties hereto acknowledge that reductions in density and/or intensity may occur, and that minor changes to the Preliminary Plan including roadway design, location and size of structures, actual location of parking spaces, specific locations of land uses, and locations and design of stormwater storage, landscape buffers may result. Any such changes to the Preliminary Plan may be approved by the Development Code Administrator if he determines that said changes are consistent with the purpose and intent of the Master Development Plan and do not violate any terms of the Development Agreement and any applicable provision of the Holly Hill Code of Ordinances. The Applicant agrees to revise and record the Revised Preliminary Plan, which reflects any such changes with the Clerk of the Court immediately following approval by the Development Code Administrator. A copy of the Revised Preliminary Plan, bearing the book and page number of the Official Record assigned to the document, shall be submitted to the City Clerk. The date of receipt of this document by the City Clerk shall constitute the effective date of the Revised Preliminary Plan.

Attachment: Current Development Agreement (2024-O-3068 : Malkit Sahl Business Planned Unit (BPUD) Development Amendment)

DONE and ORDERED by the City Commission of the City of Holly Hill, Florida, this 27th day of January, 2004.

ATTEST:

Jeaneen P. Clauss

Jeaneen Clauss, City Clerk

HOLLY HILL CITY COMMISSION

Wm. D. Arthur

William Arthur, Mayor

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 30th day of January, 2004, by Jeaneen Clauss and William Arthur, as City Clerk and Mayor, City of Holly Hill, respectively, on behalf of the City of Holly Hill, and who are personally known to me.

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name: Elizabeth M. Cassidy

Commission No.

ELIZABETH M. CASSIDY
MY COMMISSION # DD 168147
EXPIRES: February 18, 2007
Bonded Thru Notary Public Underwriters

My Commission Expires: _____

WITNESSES:

Wm. D. Arthur

_____

_____

_____

Applicant's Name, Title & Corporation

_____

Applicant's Name, Title & Corporation

_____

Owner of Property (if other than Applicant)

Attachment: Current Development Agreement (2024-O-3068 : Malkit Sahl Business Planned Unit (BPUD) Development Amendment)

The foregoing instrument was acknowledged before me this 30th day of January, 2004, by Malkit Sahl.

OFFICIAL NOTARY SEAL
JEANEEN P CLAUSS
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. DD009762
MY COMMISSION EXP. APR. 14,2005

NOTARY PUBLIC, STATE OF FLORIDA

Type or Print Name: Jeaneen P. Clauss

Commission No.: DD009762

My Commission Expires: 4-14-05

Attachment: Current Development Agreement (2024-O-3068 : Malkit Sahl Business Planned Unit (BPUD) Development Amendment)

EXHIBIT A

Permitted principal uses and structures in the B-5 district are as follows:
(1)Any use permitted in the B-1 professional office/hospital-medical district.
(2)Any use permitted in the B-4 highway business district.
(3)Self-service storage facilities (mini-ware- houses). (Refer to section 114-686.)
(4)Application of permanent makeup.(5)Adult day care centers.

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

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

Attachment: EXHIBIT A (2024-O-3068 : Malkit Sahl Business Planned Unit (BPUD) Development Amendment)

EXHIBIT B

Permitted principal uses and structures in the B-6 district are as follows:
(1)Any use permitted in the B-1 professional office/hospital-medical district.
(2)Any use permitted in the B-2 planned shopping center district.
(3)Any use permitted in the B-3 neighborhood commercial district.
(4)Any use permitted in the B-4 highway business district.
(5)Any use permitted in the B-5 general commercial district.

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

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

Permitted principal uses and structures in the B-3 district are as follows:
(1)Self-service laundromats.
(2)Convenience grocery stores.
(3)Beauty salons.
(4)Barbershops.
(5)Newsstands.
(6)Adult day care centers.
(7)Bed and breakfast accommodations.
(8)Catering services.
(9)Coffee shops (See Note 1, below).

Attachment: EXHIBIT B (2024-O-3068 : Malkit Sahl Business Planned Unit (BPUD) Development Amendment)

(10)Convenience and specialty foods (including the sale of sundry goods incidental to the sale of food).
(11)Post offices (limited services only).
(12)Professional offices (See Note 1, below).
(13)Restaurants (not including drive-through take-out service) (See Note 1, below).
(14)Low-intensity, neighborhood-compatible specialty retail sales and services establishments which are deemed by the city commission to be similar in character to another expressly permitted principal use and clearly within the legislative intent of the B-3 neighborhood commercial classification. Any interested person, specifically including the administration of the city, may request the city commission to interpret whether a specific use.
(15)Accessory residential use of no greater than one dwelling unit per commercial business.
Note 1: These uses are permitted uses only when the property has access and is directly adjacent to an arterial or collector roadway as identified in the adopted comprehensive plan. Otherwise the uses may be approved by special exception only.

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

Permitted principal uses and structures in the B-5 district are as follows:
(1)Any use permitted in the B-1 professional office/hospital-medical district.
(2)Any use permitted in the B-4 highway business district.
(3)Self-service storage facilities (mini-ware- houses). (Refer to section 114-686.)
(4)Application of permanent makeup.(5)Adult day care centers.

Attachment: EXHIBIT B (2024-O-3068 : Malkit Sahl Business Planned Unit (BPUD) Development Amendment)

SECOND MAJOR AMENDMENT TO THE
MALKIT SALH BUSINESS PLANNED UNIT (BPUD) DEVELOPMENT AGREEMENT

THIS SECOND MAJOR AMENDMENT TO THE MALKIT SALH BPUD DEVELOPMENT AGREEMENT is made this _____ day of _____, 2024, by and between **MALKIT SALH REVOCABLE LIVING TRUST**, and the **CITY OF HOLLY HILL,** a Florida municipal corporation (the "City").

WHEREAS, Malkit Salh and the City entered into that certain Development Agreement (the "Agreement") dated January 27, 2004, recorded in the public records of Volusia County Florida, in Book: 5254 Page 2739, for the development of certain real property as described in said Agreement; and

WHEREAS, Owners and City wish to further modify certain provisions of the Agreement as detailed below; and

NOW, THEREFORE, in consideration of the mutual covenants and promises made herein, the parties hereto covenant and agree to bind themselves as follows:

1. The above recitations are true and correct and incorporated herein by reference.

2. Owners and City mutually agree that letter D of the current agreement titled, Land Uses Within the PUD, is replaced in its entirety with the language below labeled **D,** and that letter E of the current agreement titled, Development Standards is replaced in its entirety with the language below labeled **E,**

D. Land Uses Within the PUD. The development of the parcel shall be consistent with the uses prescribed within the proposed PUD. The following land uses shall be allowed as permitted principal uses and structures along with their customary accessory uses and structures:
   a. Automotive Repairs, Servicing and Sales
   b. Shed sales and display – a site plan showing the proposed layout and number of sheds to be displayed must be submitted for review and approval by the City. Parking and traffic circulation on the site must be addressed within the details of the site plan and shall not be impeded.
   c. All uses permitted in the B-6 zoning district except as otherwise prohibited.

Prohibited Uses:
   a. Bars and nightclubs.
   b. Self-service laundromats
   c. Any other uses not specifically listed under Permitted Uses
   d. Single-family home – **the property owner waives and relinquishes any claims to grandfathering with regard to the use of a single-family home.**

E. Development Standards:
1. Minimum lot area: 34,600 square feet

Attachment: Proposed Second Major Amendment (2024-O-3068 : Malkit Sahl Business Planned Unit (BPUD) Development Amendment)

2. Minimum lot width: 170 feet
3. Minimum yard size:
   a. Front yard – 15 feet - Property is a corner lot and considered to have two front yards that abut the road
   b. *Side yard (north) – 10 feet / Side yard west abutting residential property – 20 feet.

*The existing building on the north end of the property shall be considered legal non-conforming but must come into conformity with all setbacks should the property be damaged in excess of 50% of its value at the time of damage.

4. Maximum lot coverage: 75%
5. Maximum building height: 45 feet
6. Landscape buffer requirements – minimum 5 feet along all property lines
7. Minimum building separation: As determined by Fire Marshal and Chief Building Official.
8. Parking standards as required in the Holly Hill Land Development Regulations
9. Signage Requirements as required in the Holly Hill Land Development Regulations

3. All other provisions, conditions, and requirements of the Agreement dated January 27, 2004, recorded in the public records of Volusia County Florida, in Book: 5254 Page 2739 remain in full force and effect.

NOW THEREFORE, the undersigned parties hereby agree to the above terms and conditions of the Major Amendment.

CITY OF HOLLY HILL,
a Florida municipal corporation

By: _____
Chris Via, Mayor

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization,** this _____ day of _____, 2024 by _____, who is personally known to me.

NOTARY PUBLIC, STATE OF FLORIDA

_____
Notary Signature

_____
Printed Name

Attachment: Proposed Second Major Amendment (2024-O-3068 : Malkit Sahl Business Planned Unit (BPUD) Development Amendment)

Commission No.: _____
My Commission Expires: _____

WITNESSES:

Malkit Sahl

_____

By: _____
Name: _____
Title: _____

_____
(Name Printed or Typed)

_____

_____
(Name Printed or Typed)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization,** this _____ day of _____, 2024 by _____, who is personally known to me or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

_____
Notary Signature

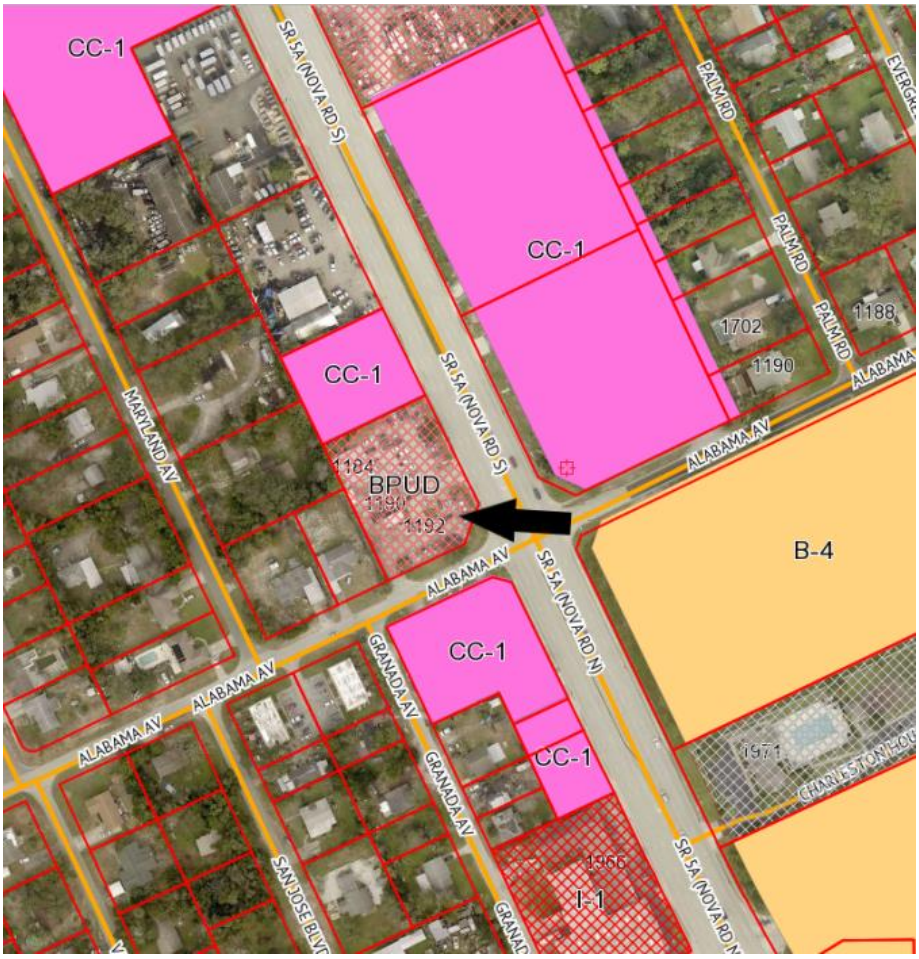
_____
Printed Name

Commission No.: _____
My Commission Expires: _____

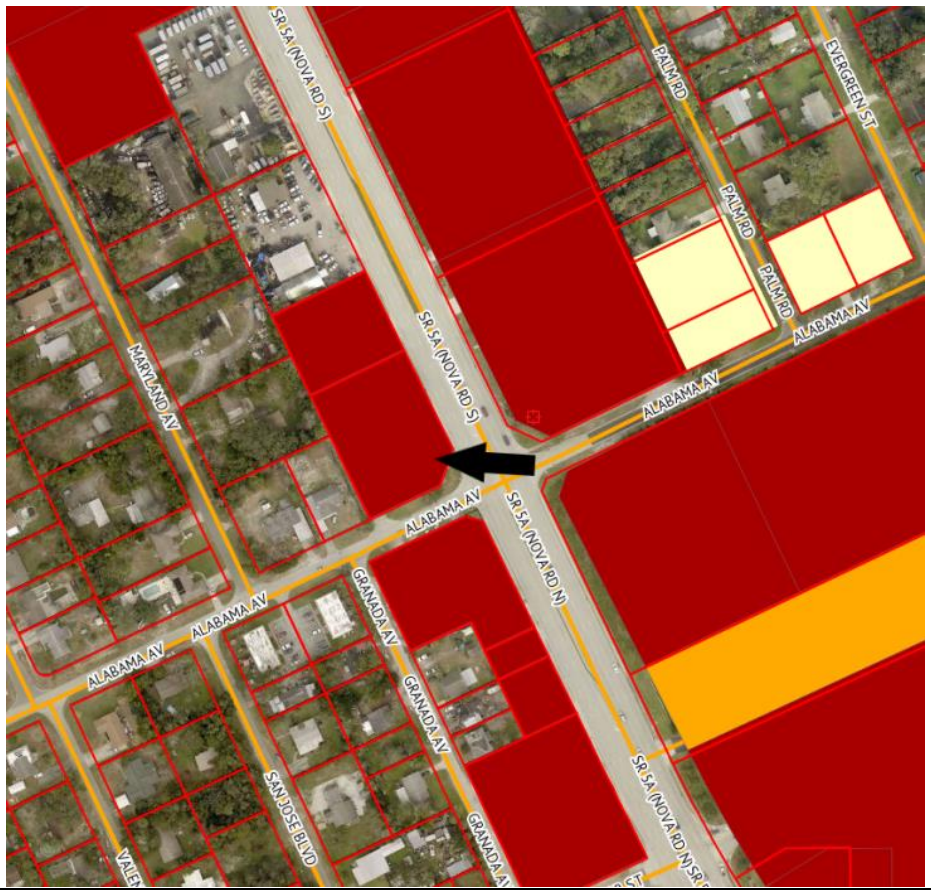
Attachment: Proposed Second Major Amendment (2024-O-3068 : Malkit Sahl Business Planned Unit (BPUD) Development Amendment)

ZONING, FLU AND LOCATION MAP

BPUD ZONING



COMMERICAL FLU



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

RECEIVED
OCT 6 2023

01/2023

REZONE/ FUTURE LAND USE AMENDMENT

23-1745

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

PROJECT INFORMATION:

PROJECT NAME: Malkit Salh
PARCEL ID #(S): 4242-04-21-0215
LOCATION: 1184/1190 S. Nova Rd.
EXISTING USE(S): Offices
PROPOSED USE(S): Add Shed Sales & Uses to PD
TOTAL ACREAGE: .80
WATER PROVIDER: _____ SEWER PROVIDER: _____
PRIVATE WELL _____ PRIVATE SEPTIC _____
CURRENT ZONING: BPUD PROPOSED ZONING: Amendment
CURRENT FUTURE LAND USE: COM PROPOSED FUTURE LAND USE: Same

APPLICANT INFORMATION:

Name: Salh Malkit Singh E-Mail: mssalh474@gmail.com
Address: 74 N St. Andrews Dr. Ormond Beach Phone: 386-852-0195
Company: _____ Fax: _____

☒ Owner ☐ Agent for Owner ☐ Attorney for Owner

OWNER INFORMATION:

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

CONSULTANT INFORMATION:

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

Attachment: Application (2024-O-3068 : Malkit Sahl Business Planned Unit (BPUD) Development Amendment)

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

01/2023

WHO SHOULD ALL COMMUNICATION BE DIRECTED TO?

_____ APPLICANT _____ OWNER _____ CONSULTANT

APPLICATION TYPE(S)/FEE(S)*

LAND USE AMENDMENT

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

REZONE (NON-PD)

- ☐ STRAIGHT REZONE / LDR TEXT AMENDMENT $1,400

REZONE (PD)

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

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

ATTACHMENT CHECKLIST

REQUIRED SUBMITTALS

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

Attachment: Application (2024-O-3068 : Malkit Sahl Business Planned Unit (BPUD) Development Amendment)

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Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org 01/2023

- ☐ TRAFFIC IMPACT ANALYSIS FOR PROJECTS GENERATING OVER 1000 TRIPS PER DAY ACCORDING TO RATES PUBLISHED BY THE INSTITUTE OF TRANSPORTATION ENGINEERS "TRIP GENERATION MANUAL" (LATEST EDITION)
- ☑ DRAFT DEVELOPMENT ORDER IN MS WORD FORMAT (*PD REZONE ONLY – CONTACT THE CITY PLANNER)*
- ☑ PRELIMINARY DEVELOPMENT PLAN (***PD REZONE ONLY*** *- SEE CODE SEC. 114-771*)
- N/A ☐ **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: M. Sahh 10.6.23
(Signature) *(Date)*

MALKIT T. SAHH
(Print)

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

Attachment: Application (2024-O-3068 : Malkit Sahl Business Planned Unit (BPUD) Development Amendment)

MALKIT S SALH TRUST ACCOUNT
74 N St Andrews Dr
Ormond Beach, FL 32174

1098
63-466/631

10-6-23
DATE

PAY TO THE ORDER OF City of Holly Hill $ 1250-00

One Thousand Two Hundred Fifty Exactly DOLLARS

Photo Safe Deposit® Details on back

REGIONS

FOR 1184-1190 S. NOVA. M S. Salh

⑆063104668⑆ 0316549163⑈01098

Harland Clarke

HOLLY HILL
FLORIDA

City Commission
1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

Meeting: 01/09/24 06:00 PM
Department: City Manager
Category: City Manager Comments
Prepared By: Joseph A. Forte
Initiator: Joseph A. Forte
Sponsors: City Manager Joseph A. Forte
DOC ID: 4380

CITY MANAGER COMMENTS (ID # 4380)

Discuss Direction of the City Annex Building

Attached are two letters of intent/interest. One from the Holly Hill Historical Society and the other a follow up letter from Rainer Martens and Pictona. The purpose of this item is to seek direction from the City Commission on how to move forward with this space.

Branding Holly Hill

It was encouraging to see the reception to Holly Hill and Pictona last evening. We all want to make this little city a prominent place in the greater Daytona area.

I'd like to pick up on several discussions we've had about branding Holly Hill as a pickleball center. Our team has been using "pickleball paradise" in some of our promotions. That brand or slogan seems to work well for us but we are not locked into it . . . yet.

Take a look at this article about small city branding.

https://www.townweb.com/post/small-town-branding-how-to-make-your-city-more-attractive

Collectively, we can enhance the city image.

Our management team is meeting Monday to consider in greater detail the possibilities for Sica Hall. As we've discussed we want to make it an activity center. We recognize it is not easy to attract folks to become active, physically and mentally. We are analyzing what we can offer and how we can attract participants to overcome the inertia of inactivity. We haven't come up with the answers, but we are contemplating it. We may not succeed, but we'll never know if we don't try.

Pictona and the Holly Hill Activity Center would be the focus of branding. There is of course more to promote in the City, but "activity" can be a strong brand if done correctly.

You have told us that the Chamber space will be offered to the Historical Center. We would like you to reconsider that decision. Pictona would like to occupy that space to be the City of Holly Hill's Information Center and Pictona's Welcome Center. Through signage and social and print media we would direct visitors to the Center. We would have literature on various activities, hotels and restaurants, and of course Pictona and the Activity Center (Sica Hall). We would use the space to "brand" the City and its features. We would use the space to register for events. We would also use the space for meetings and offices.

We hope you'll consider this suggestion.

Attachment: Pictona branding Holly Hill at the Chamber Building (4380 : Discuss Direction of the City Annex Building)

Holly Hill Historic Preservation Society, Inc.

City of Holly Hill Commission
1065 Ridgewood Av
Holly Hill FL 32117

January 1, 2024

Dear Commissioners,

It is with a heavy heart that after 63 years the Holly Hill Chamber of Commerce is dissolving. The Holly Hill Historic Preservation Society & Museum shares the City Annex, at 1066 Ridgewood Avenue, Suite B, on the north side. The Chamber was the fourth occupant of the south suite since the building closed as the library. Expanding the Museum will be an advantage to the community. As the museum has grown the need for space has become imperative to meet the demands of the museum.

We began as a City Historic Preservation Board 22 years ago in 2001 at the 2nd Street Market and formed as a non-profit 17 years ago in 2006. Due to the generosity of the City of Holly Hill we have been provided our current location since 2012 and recently celebrated our Museum's 11 year anniversary. Our goal is to continue preservation of both the history and heritage of Holly Hill and Volusia County. The Society provides the City and citizen's research, archives, documents, memorabilia and mementos of Holly Hill and the Halifax area. We have been the first contact for many new residents and businesses who were considering Holly Hill as their new home. They are always impressed at how much the City has to offer.

The Holly Hill Historic Preservation Society would like the City to consider allowing us to expand into the available space when the Chamber of Commerce leaves. We have proven to be a positive asset for Holly Hill and have so much more we can offer our residents. We have now outgrown our space and when the City did not win the bid for the Union Congregational Church property we now feel it was because this is a better opportunity.

We have survived the times of Covid-19 shut down and financial hardship that caused the closing of so many others. As a 501(c) 3 non-profit organization, we have operated on donations and volunteer staff only all this time while continuing to grow. The Museum has hosted dozens of programs, outreach, and research.

The Museum would like to use the rear room to host programs for large crowds as the City of Holly Hill does not have a permanent space for an audio/visual auditorium program setting. The room is perfect in that it can be accessed from the back allowing other groups to host programs privately without access to the rest of the building.

With this additional space, we would be able to apply for the Florida History Cultural Grants to have programs and speakers. We may also qualify to host Smithsonian traveling exhibits. The remaining space would provide much needed storage space and room to display large artifacts. We would be able welcome center for Holly Hill and continue the mission of the Chamber of Commerce.

Attachment: HHHS - Letter of Intent for City Annex (4380 : Discuss Direction of the City Annex Building)

The space also offers a kitchen that was needed when the Museum was originally planned. This would greatly improve our ability to host special events. When we have to clean items or food prep volunteers have to use the restroom sink. Our kitchen supplies take up storage that we need for archiving.

The occupancy of the entire building will allow the Historic Society to focus on building a community-based and innovating strategy that will attract attendance of schools, businesses and tourists. The gift shop has minimum space for visitors to explore and make purchases. The gift shop is one of the primary areas of focus based on products sold to generate revenue. The gift shop needs expansion because of the much needed space for a retail-type setting. This will enhance foot traffic as well as generate revenue.
The counter and locking doors can provide better security for it and safety for our volunteers.

We hope you have seen what the Holly Hill Historic Society has provided for the city and allow us this opportunity to continue to more.

Sincerely,

Polly Cappuccio, President
Jordan Hobson, Vice-President
Lynn Jackson, Secretary
Dean Wiggins, Treasurer
Carolyn Glass, At-Large
Kirk Hawk, At-Large
Holly Hill Historic Preservation Society, Inc.

Attachment: HHHS - Letter of Intent for City Annex (4380 : Discuss Direction of the City Annex Building)

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Attachment: Branding Holly Hill (1) (4380 : Discuss Direction of the City Annex Building)