

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • MARCH 9, 2021

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



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

CITY COMMISSION MEMBERS

Mayor
Chris Via

District 1 - Commissioner
John Penny

District 3 - Commissioner
John C. Danio

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

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

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

- 1. Minutes - February 23, 2021, Workshop on Stormwater Projects and February 23, 2021, Regular City Commission and CRA 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 -2021-R-19 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Mead and Hunt, Inc., to Provide Professional Services for the Project Mirage Pond Stormwater Improvement (21SW01) Agreements; and Providing for Severability; and Providing for an Effective Date.
(Requested by Valerie Manning, City Clerk)
- 2. Resolution -2021-R-20 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Waive the Procurement Process of Formal Bidding and to Enter into an Agreement with Duval Fleet and Alan Jay Fleet Sales; and Providing for Severability; and Providing for an Effective Date.
(Requested by Antoine Khoury, Public Works)
- 3. Resolution -2021-R-21 A Resolution of the City of Holly Hill, Florida, Approving the Dissolution of the Eastern Volusia Regional Water Authority and the Termination of Amended Interlocal Agreement Creating the Eastern Volusia Regional Water Authority with the City of Daytona Beach and the City of South Daytona; Authorizing the Mayor and City Clerk to Execute the Termination Agreement; and Providing an Effective Date.
(Requested by Joseph Forte, City Manager)
- 4. SunTrust Deposit Account Resolution and Authorization for Business Entities
(Requested by Valerie Manning, City Clerk)

5. REGULAR AGENDA

- 1. Request for Lien Reduction - 1730 Buena Vista

(Requested by Joseph Forte, City Manager)

6. PUBLIC HEARING

1. Ordinance FIRST READING - an Ordinance of the City of Holly Hill, Volusia County Florida, Annexing by Voluntary Petition Approximately 1.45 Acres Identified as Parcel Numbers 4242-31-01-0270 and 4242-31-01-0280 Contiguous to the City of Holly Hill; Redefining Boundaries of the City of Holly Hill to Include Said Property and the Adjacent Rights-Of-Way of North Nova Road and Old Kings Road; Directing the City Clerk to File the Ordinance with the Clerk of the Circuit Court, with the Chief Administrative Officer of Volusia County and with the Department of State; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.

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

7. COMMUNICATIONS

A. City Manager & Staff Comments

- a. JAG Grant FY 2019-2020 Allocation of Funds

(Requested by Valerie Manning, City Clerk)

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**

3.1

MEETING DATE: March 9, 2021
FROM: Valerie Manning
SUBJECT: Minutes - February 23, 2021, Workshop on Stormwater Projects
and February 23, 2021, Regular City Commission and CRA
Meeting
NUMBER: (ID # 3233)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the February 23, 2021 workshop on Stormwater Projects and February 23, 2021 regular City Commission and CRA meeting.

MOTION:

Approve both sets of minutes as submitted by staff.

- Minutes - February 23, 2021 - Regular City Commission and CRA meeting (PDF)
- Minutes - February 23, 2021 - Workshop - Stormwater Projects & YMCA Proposed Agreement (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • FEBRUARY 23, 2021

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 Penny Currie Commissioner Currie led the invocation.

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

2. RECESS THE CC MTG & CONVENE AS THE CRA

3. CRA AGENDA

1. -2021-R-16

A Resolution by the City of Holly Hill Community Redevelopment Agency of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into Development Negotiations with Marten's Charities, LLC., for the Development of Pictona Phase II in Hollyland Park to Consist of a Development Agreement, Incentive Agreement and Amendment to the Management Agreement; Providing for Severability; Providing for Conflicting Resolutions; and Providing for an Effective Date.

(Requested by Joseph Forte, City Manager)

Mayor Via opened public participation.

Heidi Heller, Holly Hill.

Mayor Via closed public participation.

Attachment: Minutes - February 23, 2021 - Regular City Commission and CRA meeting (3233 : Minutes)

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

Enacted and approved this 23rd day of February, 2021, in Holly Hill



2.

Revisions to CRA Grant Program

(Requested by Valerie Manning, City Clerk)

Kevin Fall, Economic Development/CRA Director, shared a PowerPoint presentation to the Mayor and Commissioners on revisions to the CRA Grant Program.

Mayor Via opened public participation. No one spoke.

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



4. ADJOURN AS THE CRA & RECONVENE THE CC MTG

5. PUBLIC COMMENTS

None.

6. APPROVAL OF MINUTES

1.

Minutes - February 9, 2021 Workshop and February 9, 2021 Regular City Commission & CRA Meeting

(Requested by Valerie Manning, City Clerk)

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 23rd day of February, 2021, in Holly Hill



7. CONSENT AGENDA - ITEMS (1 - 3)

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

1. -2021-R-17 Resolution

A Resolution by the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into Development Negotiations with Marten's Charities, LLC. for the Development of Pictona Phase II in Hollyland Park to Consist of a Development Agreement, Incentive Agreement and Amendment to the Management Agreement; Providing for Severability; Providing for Conflicting Resolutions; and Providing for an Effective Date.

(Requested by Joseph Forte, City Manager)

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

RESOLUTION

2021-R-17

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO DEVELOPMENT NEGOTIATIONS WITH MARTEN'S CHARITIES, LLC. FOR THE DEVELOPMENT OF PICTONA PHASE II IN HOLLYLAND PARK TO CONSIST OF A DEVELOPMENT AGREEMENT, INCENTIVE AGREEMENT AND AMENDMENT TO THE MANAGEMENT AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO DEVELOPMENT NEGOTIATIONS WITH MARTEN'S CHARITIES, LLC., FOR THE DEVELOPMENT OF PICTONA PHASE II IN HOLLYLAND PARK TO CONSIST OF A DEVELOPMENT AGREEMENT, INCENTIVE AGREEMENT AND AMENDMENT TO THE MANAGEMENT AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City Commission approved Resolutions 2018-R-54 Pickleball

Development Agreement, 2018-R-73 Pickleball Incentive Agreement and 2018-R 74 Pickleball

Management Agreement, amended by Resolution 2020-R-17 for the development of Pictona at Holly Hill; and

WHEREAS, the City Commission of the City of Holly Hill desires enter into a development agreement with Marten's Charities for the development of Pictona Phase II to be located in Hollyland Park.

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

SECTION 1. The City Commission of the City of Holly Hill hereby designates City Manager, Joe Forte to work in partnership Martens Charities, LLC to negotiate a Development Agreement, Incentive Agreement and amended Management Agreement.

SECTION 2. 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 3. That all resolutions made in conflict with this Resolution are hereby repealed.

SECTION 4. That this Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 23rd day of FEBRUARY, 2021.

Enacted and approved this 23rd day of February, 2021, in Holly Hill



2. -2021-R-18 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the Agreement with Mead and Hunt to Provide Professional Services for the Fy2021

Roadway Resurfacing Program Not to Exceed \$58,709.00; 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:	John Penny, District 1 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION

2021-R-18

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE AGREEMENT WITH MEAD AND HUNT TO PROVIDE PROFESSIONAL SERVICES FOR THE FY2021 ROADWAY RESURFACING PROGRAM NOT TO EXCEED \$58,709.00; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE AGREEMENT WITH MEAD AND HUNT TO PROVIDE PROFESSIONAL SERVICES FOR THE FY2021 ROADWAY RESURFACING PROGRAM NOT TO EXCEED \$58,709.00; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has planned for a City-wide multi-year resurfacing program; and

WHEREAS, the City desires to proceed with the work required for the FY2021 portion of the program; and

WHEREAS, the scope of services includes design, permitting, bidding services, construction administration, and inspection; and

WHEREAS, Mead and Hunt have also established an allowance for a geotechnical sub-consultant effort.

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

SECTION 1. That the City Commission of the City of Holly Hill does hereby authorize the City Manager to enter into an agreement with Mead and Hunt, Inc., to provide professional services for the FY2021 Roadway Resurfacing Program not to exceed \$58,709.00.

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

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

APPROVED AND AUTHENTICATED on this 23rd day of FEBRUARY,

2021.

Enacted and approved this 23rd day of February, 2021, in Holly Hill



3. -DOC-2021-1

Revisions to CRA Grant Program

(Requested by Valerie Manning, City Clerk)

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

Enacted and approved this 23rd day of February, 2021, in Holly Hill



8. REGULAR AGENDA

1.

Towing Company Agreement 2021-PD-01

(Requested by Steve Aldrich, Police)

Mr. Forte stated he thinks this is the third time that staff went out with this RFP for Towing Services. Mr. Forte briefly explained the same information he did at a previous meeting from bids that were received from other towing service companies and mentioned the reasoning for throwing out all bids. Fryer's Towing didn't report the lawsuit section of the RFP and the calculations on their bid page didn't match up so their bid was rejected. The Committee at that time also recommended rejecting Universal Towing based on information that was provided to them that was incomplete. If the Commission recalls, there was a problem with Universal a couple of years ago and they met with the Deputy Chief Miller and Chief Aldrich and told them that they had a two-year penance that they could bid on a project but the Committee didn't know that. The Commission rejected all bids and suggested that staff go back out to bid the Towing Services Contract under the sole condition of the highest bid, the highest royalty to the city providing that the tow companies are qualified, would receive the award. Three bids came in this time and they came from Fryer's Towing, Arrow Wrecker and Universal Towing. Fryer's Towing corrected the two problems that they had on the last bid. They corrected the page without the lawsuits and they corrected their actual bid specs. Fryer's at the end of the day, made the highest return to the city. Fryer's Towing Service bid \$2,356.18 per month for a total of \$70,685.40 for the duration of the 30-month contract period. Arrow Service & Towing bid \$2,005.41 per month for a total of \$60,162.30 for the duration of the 30-month contract. Universal Towing had bid \$1,572.00 per month for a total of \$47,130.00 for the duration of the 30-month contract. Mr. Forte stated that's the order in which they came in and all three of these companies are qualified. However, as

the City Manager, I am obligated to inform the City Commission that Glenn Landau, ET AL (Glenn Landau has served as the past PT, President, VP and current Secretary, Treasurer of Landau Enterprises, DBA Fryers Towing) is in an active/open lawsuit against the City of Holly Hill and its representative. The RFP provides no requirement to reject a bid from a vendor who is involved in an active lawsuit against the City. However, many legal experts have stated that it is not advisable for anyone (the city) to enter into a contractual relationship or any communication with a person or entity (vendor/Fryers) who is involved in an “active” lawsuit. Employees from the City of Holly Hill will have direct communication with employees from Fryers Towing which may result in information being used against one party or the other relating to the current active lawsuit. It is not unusual for the City to be involved in a lawsuit either as a plaintiff or a defendant. It is also not unusual for the city to engage in a contractual agreement with a vendor who has settled a lawsuit with the city. The unusual circumstance, in this situation, is the fact that the lawsuit is still open and active. The city should never restrict a vendor from submitting a bid following a lawsuit when all information has been provided and a legal resolution reached. However, it may be inappropriate for the City to engage in a contractual agreement with a vendor in an active lawsuit against the City. The City Commission should consider the option of rejecting the bid proposal from Fryers Towing. The reason for rejection is that Glenn Landau, ET AL is directly involved in an active and open lawsuit against the City of Holly Hill and its representative. The lawsuit is directly related to the business of Fryers Towing while they were under contract with the City on a previous contractual towing agreement. Mr. Forte stated he just wanted to make the Commission aware of that so that they can make a decision based on all the information.

Mayor Via asked Attorney Simpson for his legal opinion and knows that he has researched this quite a bit, does this Commission have legislative authority to be able to “not” accept the top bid this go-around based on everything Mr. Forte just said, being the city is in an active litigation?

Attorney Simpson stated he thinks the important thing about the litigation is, it is directly related to the contract for services that the city is going to be requesting. It’s not like they have an appeal of a Code Enforcement case or a challenge to a zoning denial on another piece of property. This case involves the city’s Police Department, allegations with the Police Department, when they were involved in the investigation and ultimate arrest with criminal charges with Daytona Beach of this bidder in how they conduct operations in their towing business. The case was ultimately found that he was acquitted of that and now he is pursuing false arrest and other types of claims against Holly Hill, Daytona Beach and also, he thinks, an investigator for the State Attorney’s Office. The litigation directly involves whether or not, part of it, was there probable cause to think that the operations of this towing company violated the law? While that active litigation is going on, the city is then going to contract with the same towing company to provide services with the city? Just about every attorney would tell you, if you’re in an active litigation, you would advise your client, “don’t communicate with the other side. Only communicate through the attorneys.” In the bid specs he thinks the city said we have about 250 tow’s a year. That’s more frequent than every other day our Police Department will have direct communications with the employees of the person who is actively suing the city over what the Police Department did. There’s the potential risk, there. Now, in terms of the Mayor’s question, so it’s not just “any” litigation, it’s the fact that this litigation is directly tied to the services for which the city is seeking a contractual award

for services for. It's their towing operation and how they conduct it. Our Police Department will be in direct communication and they are accusing our Police Department of prior bad acts in the lawsuit in relation to investigating how they operate their towing business. So, it's very, very close. He doesn't think it could get much closer. Now, to directly answer the Mayor's question, one of the courts have said, a public body has a lot of discretion in awarding contracts. You are not bound to do the dollar value most...either lowest bid or in this case, highest bid. You are not bound to accept the dollar value that's bid. And the courts, unless there is some type of...what they basically say is, "you need to have a reasonable fact that supports the decision you make", and even if reasonable minds may differ, that's not enough. They would have to find that the action taken by the body was arbitrary, fraudulent, illegal for the court to step in. Our Supreme Court has said that the public body has wide discretions soliciting accepted bids for public improvements and it's decisions when based on honest, exercised that this discretion will not be overturned by the court even if it may appear erroneous and even if reasonable persons may disagree. Attorney Simpson stated he remembers one time arguing this case in front of a judge over a bid award and he even told the judge, "the fact that you may do something different under these sets of facts isn't irrelevant." It's no reasonable person could come to the conclusion, that...in this particular case, the city should not accept the award of the bid of and award the bid to Fryer's Towing because of a pending litigation. No reasonable person could come to that conclusion and that's the standard. If they look at the city's bidding regulations, Policy 2.13, Rejection of Bids, says that the city reserves the right to reject any and all bids or parts of bids to waive any informalities in any bid or to accept any bid that which will best serve the interest of the city. Ultimately, that's the Commission's guiding principle. What's in the best interest of the city and the Commission has broad discretion in making that decision. Can he guarantee them that a court wouldn't rule otherwise? No, he can't guarantee it but per the law, they have broad discretion in that, personally, he thinks, if they were to rely upon the fact or use as the basis of the fact, that because of the pending lawsuit, has the grounds for it. That is a reasonable fact that supports the decision. Attorney Simpson stated he thinks it's also important to note the city is not...what the City Manager said, has nothing to do with the "quality" of work or the allegations made in the criminal case or they also disclosed there is a pending Tesla (?) case. Not looking at the allegations, how that affects their reputation or the ability to do the work. That's not the grounds for making the recommendation to the Commission. That would take a separate review to present the Commission with what are all the facts? It's just the fact that there is this pending litigation. A comment could be made that would jeopardize the city's defense and without the city knowing about it, that's why you want the communication to go through the attorneys so the communication can be controlled and regulated. So, that's the concern. Now, the Commission has the ability to say, that considered aside, the more money weigh the two? Can they say, "let's go with the more money", sure and that's probably...he's sure Commissioner Currie may ask him, "which way is the least way to get sued?" If they want to know what the least way to get sued? Award the contract to Fryer's. He doesn't think either of the other companies have the grounds to challenge the Commission over that decision because they clearly are the dollar value most and the objective criteria they meet but the city did ask for, "give us the past three years of your lawsuits; civil, criminal, administrative claims." The city asked for that so that it can be evaluated as part of the award process. That's a subjective judgement. That doesn't come from the Committee. The Committee looks at the objective ones. The objective standards

about how close is your storage, what types of vehicles do you have, how many of your employees have criminal records? Those are objective standards. This is subjective. That's why it comes to the Commission to make that decision.

Mayor Via stated another question, the fact that previous bids, this company put in and left out important information, important things, did that bid process wrong, can that come into the Commission's decision as well, or do they only have to look at the current bid right now?

Attorney Simpson stated, current bid.

Mayor Via asked and if this Commission was to move forward tonight and if we decided that, that the city should not be doing business with a company that is in an active litigation with the city that is directly related to the work that the city has to do with them, would the Commission need to throw out their bid or would the Commission be able to award it to the next highest bidder that meets all of the requirements?

Attorney Simpson stated he thinks the Commission is splitting (*not audible*) there in terms of, you're in essence, you're throwing out or rejecting that bid and want to award it to the next best bidder. The city's bidding requirements do require that the city put in writing the grounds why the fiscally best bid was not accepted. That needs to be put in writing and put in as part of the bid file.

Mayor Via stated Mr. Forte did read an explanation into the record, that was rather spot on.

Mr. Forte stated he will submit this to the City Clerk.

Commissioner Currie stated Attorney Simpson, active lawsuit, hiring company for same aspects as active lawsuit, create more liability, correct?

Attorney Simpson stated, right.

Commissioner Currie stated a higher risk of liability if the Commission were to hire or accept their bid (Fryer's), the Commission is then putting ourselves and the city into a higher category of liability or the risk of, by hiring that same company that has the litigation?

Attorney Simpson stated he would word it as they are potentially jeopardizing the defense of the city in the act of litigation.

Mr. Forte stated the employees in the field may say something...

Commissioner Currie stated it would still be a higher risk of liability on the city's part. It could jeopardize their case.

Attorney Simpson stated, yes.

Mayor Via opened public participation.

Amanda Balboa, treasurer for Arrow Service and Towing, Holly Hill spoke briefly to the Mayor and Commissioners.

Mayor Via closed public participation.

Commissioner Danio stated he's had heartburn since the first time this was put on the agenda because he's kind of one of those old school group of guys and he just didn't see why we had to go through the whole...maybe it's just because it's the way I run a business, I'm kind of a loyal guy. If somebody does me wrong whether it's a sales person or whatever it is, that's one thing but the thing that bothered him about this from the beginning is Arrow didn't have any problems with the city and every time you would read something, you don't read about Arrow, like she just said, so he was kind of wondering why the city was doing this to begin with. Maybe it's part of the city's requirements and city's policies and all that, granted, if it came down to it but now we have a situation where they're kind of betting on a lame horse and he doesn't think,

himself, in good conscience, could award anything to anybody that's in a lawsuit with the city because he just doesn't feel right. Maybe he's speaking for himself but that's his views on it.

Mayor Via asked for a motion at this time.

Commissioner Currie made a motion that the **city DENY the first bid on grounds that the city is involved in an active law suit or litigation and it could jeopardize that case; and include in this motion to ACCEPT the second bid highest bid which is Arrow Service and Towing for the contract**, seconded by Commissioner Danio.

Mayor Via asked Attorney Simpson, before we move forward, if Commissioner Currie has to state as well in her motion the reasoning given by you and Mr. Forte? Do they need to make specific...

Attorney Simpson stated he thinks Commissioner Currie summarized it.

Commissioner Currie stated yes, I did about the lawsuit.

Mayor Via stated, okay.

Commissioner Currie stated, Mr. Forte, I would just like to ensure in the future that this process can go a little smoother and when we give information to a Committee, we make sure it's information in its entirety.

Mr. Forte stated to the best of his ability. He wasn't aware of that information the last time.

Commissioner Currie stated she understands that but if he can pass that down to our department heads to ensure that gets done next time and she doesn't think we would have had half of this heartburn up here over this.

Mayor Via asked and can I add to that Commissioner Currie? Is there a possibility in the future that with our bids that we can put in there that we will not be accepting bids from people that we are currently in an active litigation with?

Attorney Simpson stated, no. You may be able to put that in there...as I stated, somebody can have a litigation with the city that is completely unrelated...

Mayor Via stated that's different, right.

Attorney Simpson stated to the issue of being a bid. And he doesn't know...and ultimately it would be for the city to decide if that's in the best interest of the city to completely eliminate anybody because it starts to sound more like a penalty than a justifiable issue. Here it's different just because they are talking about awarding a contract for "exactly" what they are suing the city for. The performance of towing services.

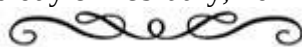
Commissioner Currie stated Mr. Mayor, if I may, we could do exactly what we've done right now. Just so that we don't get caught up in something that is completely different. Like if it's a Code Enforcement issue or dog issue or something versus...

Mayor Via stated, right.

PASSED, 5-0.

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

Enacted and approved this 23rd day of February, 2021, in Holly Hill



9. PUBLIC HEARINGS - NONE

10. COMMUNICATIONS

A. City Manager & Staff Comments

a.

Report on Overhead to Underground Project

(Requested by Joseph Forte, City Manager)

Mr. Forte gave a brief report on the Overhead to Underground project that he was discussing at the last City Commission workshop. He asked for direction from the Commission to go ahead and negotiate the easement for 8th Street and Ridgewood Avenue. He was able to get the price lowered to \$32,000.

Mayor Via opened public participation. No one spoke.

*Commissioner Johnson made a motion to **AUTHORIZE THE CITY MANAGER TO PURCHASE THE PROPERTY AT 8TH STREET AND RIDGEWOOD AVENUE FOR THE EASEMENT IN THE AMOUNT OF \$32,000**, seconded by Commissioner Penny.*

Mr. Forte mentioned that April 10-11th the annual Arts Festival will be held at Sunrise Park and they are asking for permission to have beer and wine in the park during the event for both days. Only the Commission can give approval to serve alcohol on public property case-by-case and the city has the ability to shut it down if something should happen.

Mayor Via opened public participation. No one spoke.

*Commissioner Currie made a motion to **ALLOW THE SERVING OF BEER AND WINE AT SUNRISE PARK ONLY DURING THE ARTS FESTIVAL EVENT HOURS ON APRIL 10-11TH**, seconded by Commissioner Penny.*

PASSED, 5-0.

Mr. Forte informed the Mayor and Commissioners about the property at 627 Ridgewood Avenue and that the property may be going under contract with CRA incentives, what they do with the grants. The same guy, Matt Shoreman who built the Flight Gymnastics. This will come back to the Commission in a formal document. They are planning on building a \$2.5 million dollar project on the property. Approximately a total of 50 employees will be brought in. He doesn't know what the wages will be for them; they have about 35 employees now.



B. City Attorney Comments

None.

C. City Commission Comments

Commissioners Currie and Penny apologized to the Mayor that he had to deal with that issue with the County and The Loop and receive the calls.

Commissioner Danio was glad that the Towing Services contract got completed tonight.

Commissioner Johnson spoke about the upcoming TPO meeting and mentioned the four-lane of LPGA. *(There was discussion amongst the Mayor and Commissioner about the four-lane of LPGA; a CD of this meeting may be requested at the City Clerk's office or listen online to the city's website).*

D. Mayor's Comments

Mayor Via informed the Commissioners and apologized because at the last Commission meeting, a lady came forth and asked for a letter of support be sent to the County in regards to saving The Loop proposition. The information that the Commission received on the dais from the lady that night that the County was moving forward in purchasing property in The Loop and that they had already been in negotiations and it had already moving forward so the city decided to do a letter of support to the County and the next day he received many calls from the County Council members saying why did we throw them under the bus; we aren't moving forward with this. This is a debated thing happening now. Mayor Via let the Commissioners know that they didn't have all the information from the lady and he apologized to the County Council on behalf of the Commission. Mayor Via let the Council members know the city didn't have all the information and they are okay but he did let the County Council members know that Holly Hill does support The Loop. The County Chairman was going to come here tonight to thank Holly Hill for the letter of support. The city isn't going to rescind the letter of support. The city supports looking at all options to save as much of the historic Loop as possible.

11. **ADJOURNMENT**

The meeting adjourned at approximately 7:25 PM.



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • FEBRUARY 23, 2021

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

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 Mayor Via

Mayor Via led the invocation.

c. Pledge of Allegiance

Mayor Via led the Pledge of Allegiance to the Flag.

2. STORMWATER PROJECTS

1.

Stormwater Projects

(Requested by Valerie Manning, City Clerk)

Antoine Khoury, Public Works Director discussed the Outfall Map that was included in the workshop agenda packet to the Mayor and City Commissioners. Mr. Khoury mentioned The Mirage and two specific locations that he would like to include in the stormwater project now and those locations are Timber Trail and Flomich Avenue. Mr. Khoury suggested to the Mayor and Commissioners these two locations and there was **consensus** from the Commission to move forward.

Andrew Giannini, Senior Project Manager, Civil Engineer with Mead & Hunt, Inc., was present to go over a PowerPoint presentation for the city's Stormwater System Master Plan Update since it was done in 2015. *(A copy of the CD may be requested in the City Clerk's Office or agenda packet is available online for this meeting as well as the audio).* Below are key points that were in the PowerPoint.

**CITY OF HOLLY HILL STORMWATER SYSTEM MASTER PLAN UPDATE
POWERPOINT FROM MEAD & HUNT**

Attachment: Minutes - February 23, 2021 - Workshop - Stormwater Projects & YMCA Proposed Agreement (3233 : Minutes)

Scope of Work

- Identify existing flooding areas, system integrity problems, and review available water quality data, establish “levels of service” (LOS).
- Prepare Stormwater model of existing system for validation and use in proposed improvement modeling
- Review existing regulations, maintenance, and pollutant sources.
- Conceptualize proposed improvements and prepare planning level cost estimates for CIP, and estimate pollution removal.
- Prepare plan to format acceptable to Bureau of Facility Funding of the Florida Department of Environmental Protection (FDEP) for SRF loan application.
- Recommend Implementation Schedule

Master Plan Update 2014 Map
(See map in the PowerPoint - workshop agenda packet)

Existing Conditions

- History of Nova Canal System
- 1920s Halifax Drainage District Engineering Report reveals the Nova Canal System
- Constructed for 5 inches in 24 hrs
- It is relatively unchanged except for the developed land
- Review of Previous Studies

Graph of Modeling Results Compared to CDM Model
(See graph in the PowerPoint - workshop agenda packet)
Summary of Preliminary Cost & Implementation Schedule
(See PowerPoint in the workshop agenda packet)
Overall Project Locations, LPGA Canal Pump Station, Pumped Outfalls, PROJECT 27 - 8th Street & Walker Street Outfalls, an Storage/Treatment Ponds
(See PowerPoint in the workshop agenda packet)

Summary of Preliminary Cost & Implementation Schedule
(See PowerPoint in the workshop agenda packet)

Funding Projects

- Increase stormwater utility rate by \$2 generates approximately \$500k annually
- State Revolving Fund Loan
- Numerous grant opportunities available - water resource improvement must be included.
- Partnering with neighboring jurisdictions is highly recommended, after all they contribute Stormwater runoff to the city why not funding to resolve flooding

Conclusion

- Flood Control projects provide minimal peak stage reduction benefit but can reduce duration of flooding
- Water quality projects will need to be paired with flood control projects for permitting and grant opportunities
- Consider applying for FEMA grants to purchase repetitive flood structure. Establish minimum finished floor for purchase before implementation of flood prevention projects.

Other Discussion topic: YMCA

Mr. Forte shared the following information with the Mayor and City Commissioners regarding the YMCA.

Original Agreement 2010:

YMCA was to pay \$1,000.00 per month in rent plus 5% of annual excess revenues.

YMCA was to pay all utilities.
 Holly Hill residents were to pay 50% of the regular YMCA membership rate.
 Holly Hill Youth Advisory Council was in place.

Revised Agreement 2011:

YMCA stopped paying rent and does not pay any amount of excess revenues.
 City pays all utilities.
 City pays \$45,000.00 per year to the YMCA in quarterly payments.
 Change in membership fees.

Proposed Agreement:

Agreement will be for a period of three (3) years.
 City will increase payment to the YMCA from \$45,000.00 to \$65,000.00 paid quarterly to compensate a permanent full time program manager to work onsite at FACILITY.
 YMCA will pay all utilities.
 The Corporate Board shall include three (3) non-elected representative from the City of Holly Hill.
 The FACILITY shall have a local board made up of 5-7 members of which one will serve on the Corporate Board.
 City shall have the right to inspect FACILITY monthly to determine maintenance needs of the City or the YMCA.
 YMCA shall provide separate accounting of all revenues and expenditures relating to FACILITY on a quarterly basis.
 There shall be an agreed upon number of programs and classes offered at the FACILITY.
 The pool shall remain open nine (9) months out of the year. (closed December, January & February)
 City shall maintain exterior lawn and landscaping.
 City CRA may offer a 50% matching grant up to \$10,000.00 for signage on Daytona Avenue and Ridgewood Avenue meeting all standards and permit requirements.
 City, Halifax Hospital, and the YMCA will each contribute \$50,000.00 toward maintenance and improvements to the FACILITY.
 Mr. Forte mentioned that he has drawn up a red-line draft agreement and will send that to the YMCA director and keep the Commission updated.



3. ADJOURNMENT

The workshop adjourned at approximately 5:50 PM.



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

**City Commission
Resolution**

4.1

MEETING DATE: March 9, 2021
FROM: Valerie Manning
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Agreement with Mead and Hunt, Inc., to Provide Professional Services for the Project Mirage Pond Stormwater Improvement (21SW01) Agreements; and Providing for Severability; and Providing for an Effective Date.
NUMBER: 2021-R-19
APPLICANT:
PLANNER:

DISCUSSION:

On January 24, 2017 the City of Holly Hill's City Commission approved the Mirage Subdivision Improvement via Resolution 2017-R-09. As part of the plat approval the developer constructed a stormwater pond to not only provide required stormwater capacity for the Mirage project but also provide a benefit to the City.

This scope of services from Mead and Hunt, Inc., includes design and permitting for a stormwater improvement to reduce flooding along Flomich Street, Timber Trail and Alabama Street.

This task order is in conformance with the services agreement for general engineering services, RFQ-ENG-15-01 dated December 4, 2015 between the City and Mead and Hunt, Inc.

This project involves the construction of conveyance from areas that do not have stormwater treatment to the pond at the Mirage Development per the Project 9 of the City's Stormwater Master Plan Update 2016 (see attached Figure 5.10).

FISCAL ANALYSIS:

Funding for this project has been included in Fiscal Year budget 2020/2021. The Project Code is 21SW01.

\$91,726.00 for this engineering design has been budgeted in account number 461-8110-580-6300.

STAFF RECOMMENDATION:

Authorized the City Manager to enter into an agreement with Mead and Hunt, Inc., to provide professional services to facilitate the Mirage Pond Stormwater Improvements.

COMMISSION**GOAL:**

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

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

MOTION:

APPROVE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE MIRAGE POND STORMWATER IMPROVEMENTS.

ATTACHMENTS:

- HH Mirage Pond Stormwater Imp Design and Permitting Proposal rev 12.11.20 (PDF)

Resolution No. 2021-19

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE PROJECT MIRAGE POND STORMWATER IMPROVEMENT (21SW01) AGREEMENTS; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEAD AND HUNT, INC., TO PROVIDE PROFESSIONAL SERVICES FOR THE PROJECT MIRAGE POND STORMWATER IMPROVEMENT (21SW01) AGREEMENTS; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill approved the proposed capital project as part of the Fiscal Year 2020-2021 budget; and

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

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

SECTION 1. That the City Commission of the City of Holly Hill does hereby authorize the City Manager to enter into an agreement with Mead and Hunt, Inc., to provide professional services for the project Mirage Pond Stormwater Improvements not to exceed \$91,726.00.

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

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

APPROVED AND AUTHENTICATED on this 9th day of MARCH, 2021.



December 11, 2020

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

Email: akhoury@hollyhillfl.org
Hard Copy Mailed Only on Request

**Subject: CITY OF HOLLY HILL
MIRAGE POND STORMWATER IMPROVEMENTS
DESIGN AND PERMITTING SCOPE OF SERVICES AND FEE ESTIMATE**

Dear Mr. Khoury:

Mead & Hunt is pleased to provide this engineering scope of services and fee estimate for the above referenced project. The scope includes design, permitting, bidding services, construction administration, and construction observation.

The project involves the construction of conveyance from areas that do not have stormwater treatment to the pond at the Mirage Development per the Project 9 of the City's Stormwater Master Plan Update 2016. (see attached Figure 5.10).

We look forward to the opportunity to serve the City of Holly Hill on this and future projects. If you have any questions or comments, please contact our office.

Sincerely,
MEAD & HUNT, Inc.

Andrew M. Giannini, P.E.
Sr. Project Manager

Brad Blais, P.E.
Vice President/Market Leader

AMG/BTB; bf

Enclosures: Scope of Services, Fee Estimate, Figure 5.10 from Master Plan

Antoine Khoury
December 11, 2020
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SCOPE OF SERVICES AND FEE ESTIMATE FOR MIRAGE POND STORMWATER IMPROVEMENTS

This Task Order is in conformance with the Services Agreement for General Engineering Services, RFQ-ENG-15-01 dated December 4, 2015 between the City of Holly Hill (CITY) and Mead & Hunt, Inc. (CONSULTANT) and is referred to herein as the Contract.

GENERAL

The CONSULTANT prepared a Stormwater Master Plan Update in 2009 which included the subject project – Project 9 in the master plan. The project area is located between Flomich Street and Alabama Avenue, and west of Selma Avenue, in the northwest part of the City. The CITY has purchased the Mirage development property and has constructed a wet detention pond. The wet detention pond will provide flood attenuation while also reducing the amount of pollutant discharge from the surrounding area. It will serve a drainage basin area of approximately 50 acres. **Figure 5.10** (attached) from the master plan depicts the improvements.

This scope of services includes the survey, geotechnical investigations, design, and permitting to a point where the documents are ready for bidding. The CITY desires to cover post-design services under a separate task agreement. CONSULTANT will provide electronic copies of all work products, with hard copies upon request. CONSULTANT will provide agendas and summaries for all design and construction meetings.

BASIS OF DESIGN

The basis of design is the conceptual plan noted above and attached. The untreated areas east of the Mirage pond includes areas that discharge to Timber Trail, Alabama Avenue and Flomich Street. It is proposed to direct runoff into the pond with the addition of a few diversion structures and pipes. The existing control structure as permitted by Zev Cohen and Associates, located in the southwest corner of the pond, would allow discharge into the Northwest Canal after treatment. Minor modifications to the control structure may be required.

SCOPE OF SERVICES

PHASE 1 – PROJECT MANAGEMENT AND MEETINGS

CONSULTANT'S Project Manager (PM) will manage the project staff, administer services, attend meetings, and conduct QA/QC activities for all work products, including:

Attachment: HH Mirage Pond Stormwater Imp Design and Permitting Proposal rev 12.11.20 (2021-R-19 : Approval of Professional Services for

Antoine Khoury
December 11, 2020
Page 3

1. Project coordination and invoices.
2. Facilitate, attend, and prepare notes of formal meetings.
3. Meeting notes will document discussions during the meeting and resultant action items. These and other written correspondence will be transmitted to CITY via e-mail. CONSULTANT will participate in the following meetings:
 - a. CONSULTANT will conduct a project kick-off meeting with the project team and CITY staff to review project goals, scope of work, project schedule and administrative issues. Following the meeting, CONSULTANT will prepare written minutes of the project meeting and distribute to the attendees. This meeting will be held on-site at CITY's facility.
 - b. Stormwater Report review meeting to review client comments on the report. Comments received will be incorporated into the final report and subsequent design documents.
 - c. 60% design review meeting to review client comments on design drawings and specifications. Comments received will be incorporated into the 90% design documents.
 - d. 90% design review meeting to review client comments on design drawings and specifications. Comments received will be incorporated into the 100% design documents.
4. CONSULTANT's design process includes a Quality Management Plan (QMP) which includes procedures related to project startup, execution, and close-out. The CONSULTANT's quality processes include formal review and cross-checking activities. The CONSULTANT will conduct formal review sessions as part of these activities with senior technical specialists that are not involved in the day-to-day execution of the project. Reviews will include evaluations of constructability, performance, conflicts, etc. Independent review of each technical work product before its submission to the CITY.

PHASE 2 – DESIGN

After receipt of authorization to proceed, CONSULTANT will complete the following design work:

2.1 Data Collection and Evaluation

CONSULTANT will initiate a preliminary data collection task focused on collecting existing readily available digital data and information that will be required to support the design and permitting phase of this project. This existing, available data to be collected and evaluated will include:

1. Existing aerial photos of the project site
2. Hydrologic and hydraulic data
3. NRCS soils and geotechnical data
4. Land use from aerial photography and the CITY

Antoine Khoury
December 11, 2020
Page 4

5. Topographic and survey data.

The CONSULTANT will coordinate with the CITY to obtain available as-built and design plans for projects constructed, initiated, or planned in the past. Additional relevant data may be obtained from the St. Johns River Water Management District (SJRWMD) e-Permitting databases.

The CONSULTANT will coordinate with the CITY to address outstanding data needs.

The CONSULTANT will review the survey plan developed by the survey subcontractor and identify additional survey needs to support subsequent modeling and design tasks.

1. Attend kick-off meeting with CITY
2. Collect field and CITY record information
3. Coordinate survey by survey subconsultant
4. Prepare 60% design documents and submit to CITY, including:
 - a. Construction drawings
 - b. Specifications
 - c. Opinion of Probable Construction Cost
5. Meet with CITY to discuss 60% design review comments
6. Prepare 90% design documents incorporating CITY 60% design comments and submit to CITY, including:
 - a. Construction drawings
 - b. Specifications
 - c. Opinion of Probable Construction Cost
7. Meet with CITY to discuss 90% design review comments
8. Prepare 100% design documents incorporating CITY 90% design and permit agency comments and submit to CITY, including:
 - a. Construction drawings
 - b. Specifications
 - c. Opinion of Probable Construction Cost

PHASE 3 – PERMITTING

Upon 90% design, CONSULTANT will complete the following permitting work:

1. Prepare and submit Environmental resources permit application with copy to CITY, CITY to pay for permit application fees
2. Respond to one (1) request for additional information from SJRWMD with copy to CITY
3. Review received permit for accuracy

Antoine Khoury
December 11, 2020
Page 5

ASSUMPTIONS

- The SJRWMD will allow the introduction of off-site untreated runoff into the existing Mirage Pond with the documentation that the pond can treat the additional runoff to the existing treatment levels as stated in the State Stormwater Rules.
- CITY to pay for all permit fees
- SJRWMD ERP is only permit required to be obtained by CONSULTANT
- CITY will negotiate easement from property owners that is needed to construct pipe from Timber Trail to Alabama Avenue

EXCLUSIONS

This scope of services excludes all items not specifically described herein.

SCHEDULE

CONSULTANT will strive to complete the work per the following schedule:

Phase/Task	Duration to Complete	Starting upon
Phase 1 – Project Management	Duration thru Phase 3(180 days)	Receipt of authorization to proceed
Phase 2 – Design	120 days	Receipt of authorization to proceed
Phase 3 – Permitting	60 days	Client acceptance of 90% deliverable

The above timeframes include 20 days of CITY design review and 20 days of permit application/RAI review time. If the review times are exceeded, the CONSULTANT will require an extension of the duration. The CONSULTANT has no control over permitting agencies review time.

COMPENSATION

CONSULTANT shall complete the above services for a total price of **\$91,726.00** based on the following breakdown and basis and the attached estimated manhour schedule.

Phase	Fee	Basis
Phase 1 – Project Management and Meetings	\$12,480.00	Lump Sum
Phase 2 – Design	\$52,428.00	Lump Sum
Phase 3 – Permitting	\$5,318.00	Lump Sum
Phase 4 - Subs/Reimbursables	\$21,500.00	Time & Expense
Grand Total	\$91,726.00	

Antoine Khoury
December 11, 2020
Page 6

AUTHORIZATION:

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

Accepted by: CITY OF HOLLY HILL

Approved by: CONSULTANT, INC.

By: _____

By: _____



Name: _____

Name: Brad T. Blais, PE

Title: _____

Title: Vice President/Market Leader

*The above person is authorized to sign for Client
and bind the Client to the terms hereof.*

Date: _____

Date: December 11, 2020

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

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

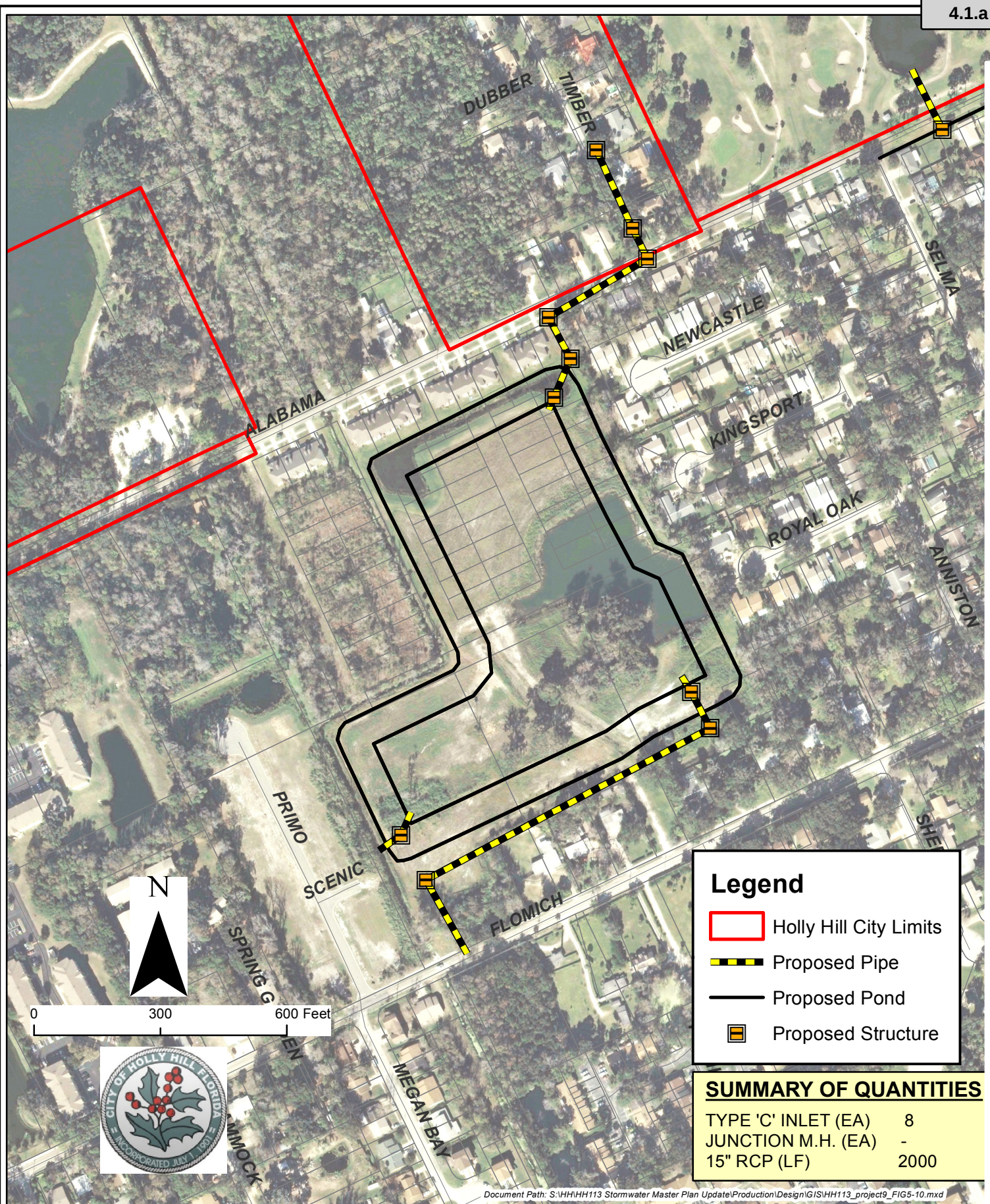


MIRAGE POND STORMWATER IMPROVEMENTS
DESIGN AND PERMITTING
ESTIMATED MANHOUR SCHEDULE
December 7, 2020

MIRAGE POND STORMWATER IMPROVEMENTS

Phase Reference	Description	Project Manager (hours)	Engineer I (hours)	Engineer Intern (hours)	Production/QC Manager (hours)	CAD Technician (hours)	Admin Assistant (hours)	Total Task (\$)
	Hourly Rate	\$172.00	\$150.00	\$115.00	\$105.00	\$86.00	\$70.00	See Below
1	Project Management/Meetings							
	Project coordination, monthly status reports, and invoices.	24	0	0	0	0	48	\$ 7,488.00
	Facilitate, attend, and prepare record notes of formal meetings.	4	0	0	0	0	8	\$ 1,248.00
	Review 60%, 90%, and Final Documents for quality and constructability	12	0	0	0	0	24	\$ 3,744.00
	Subtotals	40	0	0	0	0	80	\$ 12,480.00
2	Design							
	Survey & Geotech Coordination	1	0	0	2	0	0	\$ 382.00
	Quality Level "D" Utility Records Research	1	0	4	0	4	0	\$ 976.00
	Quality Level "C" Utility Mapping	0	0	2	0	0	0	\$ 230.00
	Quality Level "B" Utility Designating	1	0	4	0	4	0	\$ 976.00
	Prepare 60% documents for review by the City; conduct QAQC	16	24	40	16	120	40	\$ 25,752.00
	Respond to comments	2	2	8	2	0	2	\$ 1,914.00
	Prepare 90% documents for review by the City;Conduct QAQC	10	16	20	8	48	24	\$ 13,068.00
	Respond to comments	2	2	4	2	0	2	\$ 1,454.00
	Prepare 100% design documents; Conduct QAQC	6	8	16	4	24	16	\$ 7,676.00
	Subtotals	39	52	98	34	200	84	\$ 52,428.00
3	Permitting							
	ERP report and permit applications for ERP	1	6	6	8	8	0	\$ 3,290.00
	Respond to RAIs from Permitting agencies (SJRWMD)	2	0	8	4	4	0	\$ 2,028.00
	Subtotals	3	6	14	12	12	0	\$ 5,318.00
	TOTAL ALL TASKS	82	58	112	46	212	164	\$ 70,226.00
						Subs/Reimbursables		\$ 21,500.00
4	Subconsultant/Reimbursables Breakdown:					GRAND TOTAL		\$ 91,726.00
	Description	Amount						
	Survey Allowance incl easement sketch and legal (1)	\$ 17,000.00						
	Geotech Allowance	\$ 4,000.00						
	Printing/Reproduction/Postage	\$ 500.00						
	Total	\$ 21,500.00						

Notes: 1. Permit fees to be paid by City



QUENTIN L. HAMPTON ASSOCIATES, INC.
CONSULTING ENGINEERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 626
FAX: 386.761.3977
P.O. DRAWER 290247 PORT ORANGE, FL 32129-0247
PHONE: 386.761.6810

CITY OF HOLLY HILL STORMWATER MASTER PLAN UPDATE 2014

FIGURE 5.10
PROJECT 9
MIRAGE
PROPOSED
DETENTION POND



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

**City Commission
Resolution**

4.2

MEETING DATE: March 9, 2021
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Waive the Procurement Process of Formal Bidding and to Enter into an Agreement with Duval Fleet and Alan Jay Fleet Sales; and Providing for Severability; and Providing for an Effective Date.
NUMBER: 2021-R-20
APPLICANT:
PLANNER:

DISCUSSION:

The Public Works Department is requesting authorization to proceed with the purchase of three (3) vehicles, included in this year's budget, and in accordance with the Fleet Supervisor's Replacement Schedule.

Staff proposes to replace a 2002 Ford F-350 Pickup Truck with a 2022 Ford F-250 Super Duty Regular Cab for use in the City's facilities division. The current vehicle was scheduled to be replaced in 2018, has exceeded its useful life and has irreparable damage to the tool bed body. Staff proposes to purchase the replacement vehicle through Duval Fleet, with pricing as negotiated by the Florida Sheriff's Association Light Vehicle Contract FSA20-VEH 18.0. The proposal for the 2022 Ford F-250 Super Duty truck is included under 'Exhibit A'.

Staff proposes to replace a 2006 Ford F-150 Animal Transport Vehicle with a 2022 Ford F-250 Super Duty Animal Transport Vehicle for use in the City's Code Enforcement division. The current vehicle was scheduled to be replaced in 2020, has exceeded its useful life and requires extensive transmission repairs which are anticipated to exceed the auction value of the vehicle. This vehicle is also proposed to be purchased through Duval Fleet through pricing negotiated by the Florida Sheriff's Association Light Vehicle Contract FSA20-VEH 18.0. The proposal for the 2022 Ford F-250 Animal Transport vehicle is included under 'Exhibit B', with specifications for the animal transport cab included under 'Exhibit C'.

Copies of the Florida Sheriff's Association Award Letter for contract FSA20-VEH 18.0 is included under 'Exhibit D' and specific pricing negotiated for Ford F-250 vehicles included under 'Exhibit E'.

Finally, staff proposes to replace a 2003 Ford Stake Body Truck with a 2021 Ford F-350 Stake Bed Truck with a lift gate for use in the City's Streets Division. This vehicle is scheduled for

replacement during the current fiscal year. Pricing for the replacement vehicle was negotiated by Sourcewell Contract # 2021 120716-NFA and awarded to the National Auto Fleet Group and their partner Alan Jay Automotive. The proposal received is included under 'Exhibit F', contract award and extension to National Auto Fleet Group included under 'Exhibit G', and discount information included under 'Exhibit H'.

Current City of Holly Hill Purchasing Policies and Procedures:

Section I - Alternate Acceptable Means of Procurement

Policy 2.39 Other Government Entities Contracts States:

"the city may use (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".

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

The City of Holly Hill has determined that in this circumstance, piggybacking a contract entered into by the Florida Sheriffs Associations and piggybacking a Sourcewell Contract awarded to the National Auto Fleet Group is the most economically advantageous way for the City to procure these equipment, vehicles and services.

FISCAL ANALYSIS:

The cost of the three (3) vehicles proposed to be purchased is \$117,544. Upon delivery of vehicles, additional purchases will be made from local vendors for vehicle graphics, emergency lights and a vehicle computer stand. These additional options are anticipated to total \$5,000 for a total budgetary impact of \$122,544.

Funding has been approved in the FY2020-2021 budget in the amount of \$135,000 for the capital purchase of three (3) vehicles.

STAFF RECOMMENDATION:

Approve the use of the Florida Sheriff's Association contract and Sourcewell contract for the purchase of City vehicles and authorize the City Manager to enter into an agreement with Duval Fleet and Alan Jay Fleet Sales.

COMMISSION GOAL:

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

MOTION:

APPROVE AUTHORIZING THE CITY MANAGER TO WAIVE THE PROCUREMENT PROCESS OF FORM BIDDING AND TO ENTER INTO AN AGREEMENT WITH DUVAL FLEET AND ALAN JAY FLEET SALES FOR THE PROCUREMENT OF THREE (3) CITY VEHICLES AS APPROVED IN THE FY2020-2021 BUDGET.

ATTACHMENTS:

- Exhibit A (PDF)
- Exhibit B (PDF)
- Exhibit C (PDF)
- Exhibit D (PDF)
- Exhibit E (PDF)
- Exhibit G (PDF)
- Exhibit H (PDF)
- Exhibit F (PDF)

Resolution No. 2021-20**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO WAIVE THE PROCUREMENT PROCESS OF FORMAL BIDDING AND TO ENTER INTO AN AGREEMENT WITH DUVAL FLEET AND ALAN JAY FLEET SALES; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO WAIVE THE PROCUREMENT PROCESS OF FORMAL BIDDING AND TO ENTER INTO AN AGREEMENT WITH DUVAL FLEET AND ALAN JAY FLEET SALES; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, \$135,000 was budgeted for the replacement of three (3) City vehicles in the 2020-2021 fiscal year; and

WHEREAS, the Fleet Division, in cooperation with City departments, developed a schedule of vehicle replacement; and

WHEREAS, Three (3) City vehicles have been identified as in need of most immediate replacement; and

WHEREAS, Contracts have been executed with the Florida Sheriff's Association; and Sourcewell to ensure that prices have been negotiated to a rate beneficial to the City.

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 City Manager to waive the procurement process of formal bidding and enter into an agreement with Duval Fleet with pricing as negotiated by the Florida Sheriff's Association Light Vehicle Contract FSA20-VEH 18.0. for the purchase of (2) two vehicles and enter into an agreement with Alan Jay Fleet Sales piggybacking Contract # 2021 120716-NFA that was negotiated by Sourcewell and awarded to the National Auto Fleet Group and their partner Alan Jay Automotive for the purchase of (1) one city vehicle from Alan Jay Fleet Sales respectively.

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 9th day of MARCH, 2021.

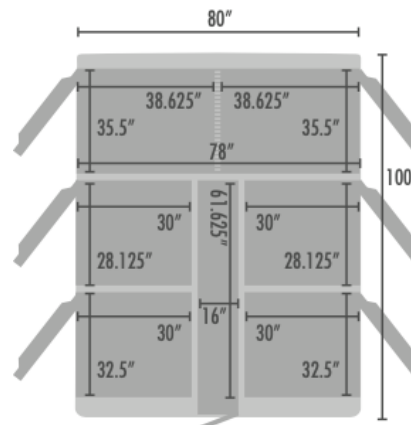
CITY OF HOLLY HILL

Prepared for:		Contract Holder	DATE:
CITY OF HOLLY HILL DANNY O'FLAHERTY 386-248-9457 doflaherty@hollyhillfl.org		DUVAL FLEET Bambi Darr (Work) 904-381-6596 (Cell) 910-622-6544 (Fax) 904-387-6816 bambi.darr@duvalfleet.com 5203 Waterside Dr. Jax, FL 32210	2/10/21
PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL			
We appreciate your interest and the opportunity to quote. Pricing per FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA20-VEL28.0 Heavy Equipment and Trucks FSA20-VEH 18.0. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.			
Labor	Code	Equipment	Price
0	SPEC 140	2022 FORD F-250 SUPER DUTY REGULAR CAB 4X2 XL- F2A	\$ 22,696.00
0	996	6.2L V8 GAS ENGINE	NC
0	600A	EQUIPMENT GROUP: XL	NC
0	142 WB	142" WHEELBASE 8' BOX	NC
0	90L	POWER WINDOWS & DOOR LOCKS	NC
0	INCL	BACKUP CAMERA	NC
0	52B	TRAILER BRAKE CONTROLLER	\$ 269.00
0	534	COMPLETE TRAILER TOW PACKAGE	\$ 1,445.00
0	BACKZONE	REVERSE SENSING SYSTEM- INSTALLED ONCE UTILITY BODY IS COMPLETE	\$ 445.00
0	8SB	8' KNAPEIDE UTILITY BODY 696 SRW	\$ 7,600.00
0	SPRAY SB & BR	SPRAY IN BEDLINER TO INCLUDE TOPS & BUMPER	\$ 1,155.00
0	CAMLOC	RELOCATE CAMERA ONCE UTILITY BODY IS COMPLETE	\$ 285.00
0	31*	SHIP THROUGH TO KNAPEIDE TO INCLUDE WEIGHT SLIP, CERTIFICATION, MSO & DEALER POI	\$ 625.00
0	LED PKG 1	(4) CORNER WHELEN LED LIGHTS (2-SURFACE MOUNT IN GRILL & 2- IN TAIL LAMPS) AMBER	\$ 675.00
0			
0	Z1	EXTERIOR: OXFORD WHITE	NC
0	AS	INTERIOR: GRAY VINYL SEATS 40/20/40	NC
0		VINYL FLOOR	NC
VENDOR COMMENTS		PLEASE CLEARLY NOTATE ON YOUR PURCHASE ORDER WHERE DUVAL FORD IS TO SHIP YOUR VEHICLE, HOW THE VEHICLE IS TO BE TITLED, AND WHERE THE INVOICE IS TO BE MAILED.	
UNIT COST			\$ 35,195.00
TOTAL QUANTITY		TOTAL PURCHASE	\$ 35,195.00

Attachment: Exhibit A (2021-R-20 : FY2020-2021 Capital Vehicle Replacements)

CITY OF HOLLY HILL

Prepared for:		Contract Holder	DATE:
CITY OF HOLLY HILL DANNY O'FLAHERTY 386-248-9457 doflaherty@hollyhillfl.org		DUVAL FLEET Bambi Darr (Work) 904-381-6596 (Cell) 910-622-6544 (Fax) 904-387-6816 bambi.darr@duvalfleet.com 5203 Waterside Dr. Jax, FL 32210	2/23/21
PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL			
<i>We appreciate your interest and the opportunity to quote. Pricing per FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA20-VEL28.0 Heavy Equipment and Trucks FSA20-VEH 18.0. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.</i>			
Labor	Code	Equipment	Price
0	SPEC 140	2022 FORD F-250 SUPER DUTY REGULAR CAB 4X2 XL- F2A	\$ 22,696.00
0	996	6.2L V8 GAS ENGINE	NC
0	600A	EQUIPMENT GROUP: XL	NC
0	142 WB	142" WHEELBASE 8' BOX	NC
0	90L	POWER WINDOWS & DOOR LOCKS	NC
0	INCL	BACKUP CAMERA	NC
0	BACKZONE	REVERSE SENSING SYSTEM- INSTALLED ONCE ANIMAL TRANSPORT IS COMPLETE	\$ 445.00
0	C-100	ANIMAL TRANSPORT- MODEL C-100 W/REAR STORAGE AND HEAVY DUTY INTERIOR SAFETY DOORS (6): POWDERCOATED BLACK INTERIOR DOORS, LED LIGHTS IN EACH COMPARTMENT, PASS THROUGH DOOR IN FRONT COMPARTMENT, 12V FORCED AIR VENTILATION BLOWER VENTED TO EACH COMPARTMENT, BACKUP UP ALARM & HIGH FLASHER IN THE REAR	\$ 15,700.00
0	CAMLOC	RELOCATE CAMERA ONCE UTILITY BODY IS COMPLETE	\$ 285.00
0	31*	SHIP THROUGH TO BOWIE INTERNATIONAL TO INCLUDE CERTIFICATION, MSO & DEALER PDI	\$ 625.00
0			
0	Z1	EXTERIOR: OXFORD WHITE	NC
0	AS	INTERIOR: GRAY VINYL SEATS 40/20/40	NC
0		VINYL FLOOR	NC
VENDOR COMMENTS		PLEASE CLEARLY NOTATE ON YOUR PURCHASE ORDER WHERE DUVAL FORD IS TO SHIP YOUR VEHICLE, HOW THE VEHICLE IS TO BE TITLED, AND WHERE THE INVOICE IS TO BE MAILED.	
UNIT COST			\$ 39,751.00
TOTAL QUANTITY		1	TOTAL PURCHASE \$ 39,751.00



Attachment: Exhibit B (2021-R-20 : FY2020-2021 Capital Vehicle Replacements)

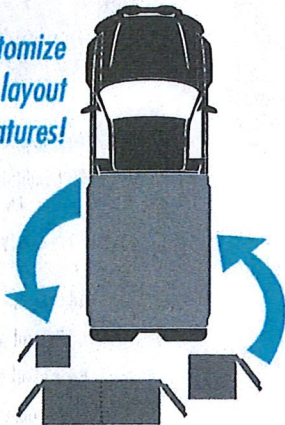
PRO SERIES by Custom Fiberglass Coaches

ANIMAL TRANSPORT UNITS

A subsidiary of Bowie International, LLC **BOWIE****PRO
SERIES**

The ultimate in customization and innovative features for the most demanding animal care professionals

*Customize
your layout
& features!*



Known as the toughest, longest lasting animal transport units available, the PRO Series is also the most customizable unit in the industry. Choose from many layouts and options to fit your needs.

Key features include:

- Nearly unlimited customization options
- Ultimate safety doors with large louvers and small catch pole door within door
- Fresh air ventilation system vented to each compartment
- LED compartment lighting
- Back-up alarm and four-way flashers

See other side for more features

VISIT US AT
www.customfiberglasscoaches.com

CustomFiberglass
COACHES

313 South Hancock Street • Lake City, IA, 51449
P 800.831.0960 • F 712.464.8601

MODEL C-100

Specifications

Manufacturer: Custom Fiberglass Coaches

Model: C-100

Description: A fiberglass one piece molded animal transportation unit with (6) six animal compartments and (1) storage compartment with the access door in the back of the unit. Standard features include a fresh air ventilation system vented to each compartment, a pass through swing door in the front compartment, bright white L.E.D. lighting in each compartment, solid partitions creating 6 individual compartments, sloped floor drainage system, back up alarm, high-low brake lights and flashers, gel coated fiberglass doors with five molded louver vents in the exterior door panel and a vent on the interior door to control airflow.

Construction: Reinforced One-Piece Molded Fiberglass Construction with a bright white gel coat high gloss exterior finish. Steel tube frame lines interior around the entire bottom of the unit with cross members to provide a solid mounting structure. All the steel under structure is completely sealed in fiberglass.

Body Dimensions: 80" Wide x 45" High x 100" Long

Weight: Approximately 900 lbs.

Truck Chassis: Must be a standard long bed truck chassis with a 56" cab-to-axle (CA) measurement. And it must have single rear wheels.

Animal Compartment Sizes:

Street Side: Front 35 1/2" Wide x 36" High x 38 5/8" Deep (or through body 78")

Center 28 1/8" Wide x 36" High x 30" Deep

Rear 32 1/2" Wide x 36" High x 30" Deep

Curb Side: Front 35 1/2" Wide x 36" High x 38 5/8" Deep (or through body 78")

Center 28 1/8" Wide x 36" High x 30" Deep

Rear 32 1/2" Wide x 36" High x 30" Deep

Rear Center Storage: 16" Wide x 32" High x 61 5/8" Deep

Under Structure: Framed with 1.5" x 2" 14 gauge high strength tubular steel on all sides with two 2" x 3" 11 gauge high strength tubular cross members. Four 5" x 4" x .375" solid steel angle mounts are

installed for easy mounting on the vehicle frame using grade 8 bolts. All steel is completely sealed in fiberglass to minimize exposure to the elements and eliminate deterioration.

Floor: Constructed using a 1" foam composite molded and sealed into the unit with two layers of 1.5 oz fiberglass mat. Floors have a .75" recess creating a trough under the unit with individual drain capabilities. And the floor is sloped in so the drainage system directs flow into the trough under the unit keeping compartment floors dry and clean. The undercarriage is then sealed with resin which provides maximum insulation preventing heat from rising through the floor.

Compartments: Walls and ceilings are gel coat sealed and webbed to provide a smooth, easy to clean finish in the compartments. (Note: Bodies can be made to your specifications and partitions can be made with wire)

Doors: Doors are constructed of fiberglass with a bright white gel coat finish on the interior and exterior panels. The outside dimensions of the door are 31 7/8" high x 27 5/16 wide. The exterior panel of the door has (5) five large louver style vents molded into the fiberglass. The louver openings provide ample air flow to exchange air inside the compartments when operating with forced air ventilation. Interior door panel has a stainless steel circular vent that can be opened and closed to control air flow. A stainless steel continuous hinge (1.5") (20 Gauge) connects the door to the fiberglass body and doors are hinged toward the front. Aluminum drip shields are placed over all doors. A keyed alike stainless steel recessed folding 'T' latch locking handle is used.

Interior Safety Door (Optional): Heavy duty wire interior safety door with an arm and catch pole opening on the latch side. Door is constructed of 3/8" frame and 3/8" horizontal rods with 1/4" vertical rods welded at all intersections. A heavy duty 1/2" spring loaded bolt latch is used to provide a positive latching system and the door is mounted with stainless steel hinges. The interior safety door is installed inside the outer door to keep the animal secured in the compartment when the outer door is opened protecting the operator and allowing full vision of the compartment. *Available in Powdercoated black finish or in Stainless Steel.*

Ventilation: Forced fresh air ventilation system provides 580 CFM airflow with a dual fan blower and is vented to each of the individual compartments. A 4" high x 18" wide fiberglass air duct is installed in the ceiling of the unit and runs down the center the full length of the unit. The blower is installed inside the rear of the unit in the housing at the end of the air duct and forces air through the duct. Fresh air is drawn in from outside and is vented to each of the individual compartments blowing stale air from the compartments and providing fresh air. The forced air is distributed equally to all compartments and does not circulate from one compartment to another. The blower is operated with a switch and indicator light in the cab.

Roof: Roof is backed by .375" dense composite board and 1.5 oz fiberglass mat that is completely glassed in providing maximum insulation and strength. Roof of the compartments are gel coat sealed and webbed. Roof has a 200 lb psf rating.

Roof Rack: Stainless steel tube and stanchions.

Lights: All L.E.D. bright white lights in individual compartments minimizes power draw on vehicle. Rubber mounted L.E.D. running, stop, turn and back up lights. Side mounted clearance lights installed away from gas tank filling areas in accordance with FMVSS.

Back Up Alarm: 105 D.B. back up alarm mounted inside back of unit.

Bumper: Steel step bumper with tread plate top, powdercoated black.

Ground Effects: Molded fiberglass skirting is installed along the bottom of the unit with openings centered over rear tires and sized large enough for easy tire removal when necessary. Ground effects are constructed of fiberglass and have a bright white gel coat high gloss finish.

Installation: Mounts easily to truck frame with bolts using 5" mounting plates previously mounted to cross members. Unit is easily transferred from one vehicle to another. Installation costs for mounting on our premises are included in the pricing.

Color: Bright white gel coat high gloss finish.

Fuel Cap: Recessed.

Rust Proofing: Unit is manufactured from fiberglass which will not rust or corrode and steel components are glassed in minimizing exposure to the elements.

Wiring: All wiring is color coded, run in conduit and glassed in so the animals cannot get to the wires. Wiring is easily accessed in junction boxes for future modifications or add on optional equipment installations.

Available Options:

- Air Conditioning and Heating
- High Capacity Air Conditioning and Heating with auxiliary compressor
- Digital temperature monitoring
- Interior Safety Door
- Pull Out Fold Down Ramp
- Hoist Back Saver with cage
- Catch pole holder
- Light bar
- Strobe lights
- Work lights
- GOLight remote controlled spotlight
- Customized lighting packages
- Rear blind spot mirror
- Pet Step folding ramp

BID AWARD

CONTRACT

FSA20-VEL28.0

Pursuit, Administrative, and Other Vehicles

Contract Term:

October 1, 2020– September 30, 2022

Cooperative Purchasing Program

Coordinated By

**The
Florida Sheriffs Association
&
Florida Association of Counties**





Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org  

Date: October 1, 2020

To: All Perspective Participants

From: Steve Casey, Executive Director
Craig Chown, CPP Manager

Re: Contract Number FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles

We are pleased to announce that the Florida Sheriffs Association has successfully completed its 28th cooperative competitive bid for vehicles. This contract is in effect beginning October 1, 2020 through September 30, 2022.

This year's bid award included 339 specifications and makes and models. It offers police rated pursuit, special service, administrative, hybrid vehicles, electric vehicles, pick-up trucks, vans, mobility transport, and police motorcycles.

The competitive process for this award began in April 2020, when stakeholders were surveyed regarding procurement needs. Specifications were developed based on prior year activity and new additions were added based on survey results and the Fleet Advisory Committee's review of products.

An advertisement of the Invitation to Bid was placed within the FSA website and Florida Administrative Weekly on April 22, 2020. On June 2, 2020, a direct notification was sent to 158 prospective bidders to register for qualification to participate in the bid process. From this ITB, 58 bidders responded to the pre-bid meeting registration or request for qualified waiver for FSA approval. Of these respondents, 48 submitted bids and 37 qualified, responsive bidders were awarded after a review by the FSA and the FSA Fleet Advisory Committee.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions to procure this contract.

Contract prices are extended and guaranteed to any local government or political subdivision of the state, public educational institutions, other public agencies or authorities with the State of Florida, and other entities approved by the manufacturer to participate in this contract.

Out of state sales are permitted under this contract. All purchasers are bound by their local governing purchasing ordinances, rules and regulations. All awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

Attachment: Exhibit D (2021-R-20 : FY2020-2021 Capital Vehicle Replacements)

List of Awarded Vendors in Alphabetical Order for FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles.

1. Alan Jay Chevrolet Cadillac, Inc. d/b/a Alan Jay Chevrolet Buick GMC Cadillac
2. Alan Jay Enterprises of Wauchula, Inc d/b/a Alan Jay Chrysler Jeep Dodge of Wauchula
3. Alan Jay Ford Lincoln Mercury, Inc
4. Alan Jay KIA, Inc.
5. Alan Jay Nissan, Inc.
6. Alan Jay Toyota
7. Alligator Alley Harley Davidson
8. Asbury Automotive Group DBA: Courtesy Chrysler, Jeep Dodge
9. Asbury Jax Ford, LLC DBA: Coggin Ford
10. Asbury Automotive Group DBA: Coggin DeLand Honda
11. Asbury Automotive Group DBA: Courtesy KIA of Brandon
12. Auto Nation Chevrolet Pembroke Pines
13. Bartow Ford Company
14. Beck Chevrolet Buick GMC LLC
15. Beck Chrysler Dodge Jeep
16. Beck Ford Lincoln
17. Bozard Ford
18. Coggin Buick GMC
19. Coggin Chevrolet LLC DBA: Coggin Chevrolet
20. Coggin DeLand Hyundai
21. Coggin Cars LLC DBA: Coggin Toyota
22. Duval Chevrolet
23. Duval Ford LLC
24. FR Conversions Inc.
25. Garber Chevrolet Buick GMC Inc.
26. Garber Chrysler Dodge Jeep RAM
27. Garber Ford Inc.
28. Jeffrey-Allen Inc.
29. Palmetto Ford Truck Sales Inc.
30. Rossmeyer Daytona Motorcycles Inc
31. Seminole Toyota
32. Stingray Chevrolet
33. Tampa Truck Center
34. Terry Taylor DeLand Nissan Inc.
35. Tesla Inc
36. Vatland CDJR, LLC
37. Weston Nissan

FSA20-VEL28.0, Pursuit, Administrative and Other Vehicles

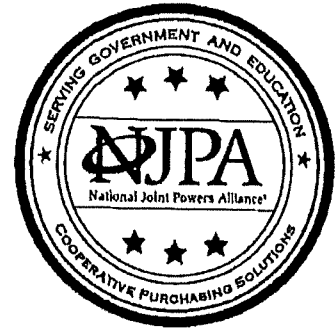
Group: Pickup Trucks - 4X2

Item: 140, Ford, F-250 XL Super Duty Regular Cab SRW , F2A

Zone	Rank	Vendor	Price	Build File	Options File
Western	Primary	BOZARD FORD	\$22,612.00	Build	Options
	Alternate	Duval Ford LLC	\$22,696.00	Build	Options
	Alternate	Alan Jay Ford Lincoln Mercury, Inc.	\$23,938.00	Build	Options
Northern	Primary	BOZARD FORD	\$22,612.00	Build	Options
	Alternate	Duval Ford LLC	\$22,696.00	Build	Options
	Alternate	ASBURY FORD JAX	\$23,399.00	Build	Options
Central	Primary	Duval Ford LLC	\$22,696.00	Build	Options
	Alternate	BOZARD FORD	\$22,868.00	Build	Options
	Alternate	ASBURY FORD JAX	\$23,250.00	Build	Options
Southern	Primary	BOZARD FORD	\$22,812.00	Build	Options
	Alternate	Duval Ford LLC	\$22,961.00	Build	Options
	Alternate	ASBURY FORD JAX	\$23,660.00	Build	Options

FORM E

CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 120716-NAF

Proposer's full legal name: 72 Hour LLC, dba National Auto Fleet Group

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be January 17, 2017 and will expire on January 17, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:

Jeremy Schwartz
NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

Chad Coquette
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on January 16, 2017

NJPA Contract # 120716-NAF

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name 72 HOUR LLC, National Auto Fleet Group

Authorized Signatory's Title Fleet Manager

Jesse Cooper
VENDOR AUTHORIZED SIGNATURE

Jesse Cooper
(NAME PRINTED OR TYPED)

Executed on 1-16, 2017

NJPA Contract # 120716-NAF

Attachment: Exhibit G (2021-R-20 : FY2020-2021 Capital Vehicle Replacements)

Letter of Agreement To Extend the Contract

Between

72 Hour LLC, dba National Auto Fleet Group
490 Auto Center Dr.
Watsonville, CA 95076-3726

And

Sourcewell
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

The Vendor and Sourcewell have entered into an Agreement (Contract #120716-NAF) for the procurement of Vehicles, Cars, Vans, SUVs, and Light Trucks with Related Equipment, Accessories and Services. This Agreement has an expiration date of January 17, 2021, but the parties may extend the Agreement for one additional year by mutual consent.

The parties acknowledge that extending the Agreement for another year benefits the Vendor, Sourcewell and Sourcewell's members. The Vendor and Sourcewell therefore agree to extend the Agreement listed above for a fifth year. This existing Agreement will terminate on January 17, 2022. All other terms and conditions of the Agreement remain in force.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz, Its: Director of Operations &
C0FD2A139D06489...
Procurement/CPO

Name printed or typed: Jeremy Schwartz

Date 6/17/2020 | 1:32 PM CDT

72 Hour LLC, dba National Auto Fleet Group

DocuSigned by:
By: Jesse Cooper, Its: Fleet Manager
FACBB5730C1E467...

Name printed or typed: Jesse Cooper

Date 7/8/2020 | 4:22 PM CDT

Attachment: Exhibit G (2021-R-20 : FY2020-2021 Capital Vehicle Replacements)



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

National Auto Fleet Group contract #120716-NAF pricing utilizes a percentage off MSRP/List. National Auto Fleet Group offers pricing discounts ranging from 25.86% down to 1% across 15 manufacturers depending on the model. All vehicles can come with or without up-fitting from our national supplier or your local up fitter. Inquire within.

Pricing can be obtained using two methods:

1. Online ordering process using www.NationalAutoFleetGroup.com. Once the Sourcwell member registers on the NAFG website, they then can build the desired vehicle to their specifications. The member then builds the vehicle and obtains an online quote for that specific vehicle.
**Sourcwell pricing is built right into the NAFG site.*
2. The Sourcwell member can also reach out to National Auto Fleet Group directly (1-855-289-6572) to have an associate help guide your agency with the appropriate vehicle's to fit your need.

Jesse Cooper

National Auto Fleet Group





Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	29978-2
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-991-4693	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
2/12/2021

QUICK QUOTE SHEET

REVISED QUOTE DATE
2/12/2021

REQUESTING AGENCY	HOLLY HILL, CITY OF			
CONTACT PERSON	DANNY OFLAHERTY	EMAIL	Doflaherty@hollyhillfl.org	
PHONE	386-248-9457	MOBILE	FAX	386-248-9450

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2021 120716-NAF & 06 www.NationalAutoFleetGroup.com

MODEL	F3G 640A	MSRP	\$36,505.00
2021 FORD F-350 REGULAR CAB CHASSIS DRW 2WD XL 84" CA 169" WB			
CUSTOMER ID		NJPA PRICE	\$26,863.00
BED LENGTH	84" CA		

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
Z1 AS	EXTERIOR COLOR OXFORD WHITE WITH MEDIUM EARTH GRAY HD VINYL 40/20/40 SPLIT BENCH SEAT INCLUDES CENTER ARMREST WITH CUPHOLDERS, STORAGE, AND DRIVERS SIDE MANUAL LUMBAR.	\$0.00
996 44G	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel, Transmission: TorqShift 10-Speed Automatic	\$0.00
X4L	4.30 LIMITED SLIP REAR DIFFERENTIAL	\$345.00
90L	Power Equipment Group -inc: Deletes passenger side lock cylinder, upgraded door-trim panel, Accessory Delay, Advanced Security Pack, Securilock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, MyKey, owner controls feature, Power Locks, Manual Telescoping Folding Trailer Tow Mirrors, power/heated glass and heated convex spotter mirror, Remote Keyless Entry, Power Front & Rear Side Windows, 1-touch up/down driver/passenger window	\$860.00
52B	ELECTRIC BRAKE CONTROLLER	\$265.00
18B	BLACK PLATFORM RUNNING BOARDS	\$315.00
872	FACTORY REAR VIEW CAMERA & PREP KIT WITH ELECTROCHROMIC MIRROR, CAMERA SHIPS LOOSE FOR INSTALLATION AFTER BODY INSTALL.	\$410.00
153	FRONT LICENSE PLATE BRACKET	\$0.00
FACTORY OPTIONS		\$2,195.00
CONTRACT OPTIONS	DESCRIPTION	
CAMERA-F	Dealer installed factory ordered camera (REQUIRES 872).	\$195.00
PTC 1296SFB	PREMIER 12' DRW FLAT BED FOR 84" CA includes 44" Headboard W/ Punched Window, 12" O/C Crossmembers 3/16" smooth floor, one piece construction, and ICC Bumper. (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.)	\$4,930.00
PTC ALUM12-STAKE	Aluminum stake sides for 12' flatbed	\$2,435.00
PTC LG20-ST42-RG	Tommy Gate 89-20 TP42 2000 lb Capacity 89" x 42" + 6". Railgate style for Stake and Van Body Applications.	\$5,255.00
PTC CLV-FB	Class V trailer hitch for flat beds 20K rating 2" receiver tube.	\$585.00
PTC 7/4WIRE	7 way flat camper trailer wiring	\$140.00
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.	\$0.00
CONTRACT OPTIONS		\$13,540.00

Attachment: Exhibit F (2021-R-20 : FY2020-2021 Capital Vehicle Replacements)



Awarded Contract

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2021 120716-NAF & 06 www.NationalAutoFleetGroup.com

TRADE IN		TOTAL COST	\$42,598.00
YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~			\$0.00
TOTAL COST LESS TRADE IN(S)		QTY	1
			\$42,598.00

Estimated Annual payments for 60 months paid in advance: \$9,540.20

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

VEHICLE QUOTED BY

SCOTT WILSON

FLEET SALES MANAGER

scott.wilson@alanjay.com*"I Want to be Your Fleet Provider"*

*I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.
I am always happy to be of assistance.*

Attachment: Exhibit F (2021-R-20 : FY2020-2021 Capital Vehicle Replacements)



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

**City Commission
Resolution**

MEETING DATE: March 9, 2021
FROM: Joseph Forte
SUBJECT: A Resolution of the City of Holly Hill, Florida, Approving the
Dissolution of the Eastern Volusia Regional Water Authority
and the Termination of Amended Interlocal Agreement
Creating the Eastern Volusia Regional Water Authority with
the City of Daytona Beach and the City of South Daytona;
Authorizing the Mayor and City Clerk to Execute the
Termination Agreement; and Providing an Effective Date.
NUMBER: 2021-R-21
APPLICANT:
PLANNER:

DISCUSSION:

The City Manager and Public Works Director requests the City Commission adopt a resolution terminating the Amended Interlocal Agreement Creating the Eastern Volusia Regional Water Authority (EVRWA).

Resolution 2007-R-04 adopted on February 13, 2007 approved a tri-party “Interlocal Agreement Creating the Eastern Volusia Regional Water Authority” between the cities of Daytona Beach, South Daytona and Holly Hill to create an organization for the purpose of supporting, planning, development and conservation of regional water resources. This organization was established to coordinate and work cooperatively with the Water Authority of Volusia which was an organization with a similar purpose for other regions of Volusia County.

The “Amended Interlocal Agreement Creating the Eastern Volusia Regional Water Authority” which provided for the member cities to develop water projects independent from EVRWA was entered into on December 9, 2011.

During the September 24, 2020 EVRWA board meeting the Board of Directors made a determination that the need for the EVRWA no longer existed since the Water Authority of Volusia was dissolved and coordination between the two organizations is no longer required.

FISCAL ANALYSIS:

There is no funding associated with this item.

STAFF

RECOMMENDATION:

The City Manager recommends the City Commission adopt the Resolution terminating the Amended Interlocal Agreement Creating the Eastern Volusia Regional Water Authority (EVRWA).

COMMISSION GOAL:

N/A

MOTION:

APPROVE THE DISSOLUTION OF THE EASTERN VOLUSIA REGIONAL WATER AUTHORITY AND THE TERMINATION OF AMENDED INTERLOCAL AGREEMENT CREATING THE EASTERN VOLUSIA REGIONAL WATER AUTHORITY WITH THE CITY OF DAYTONA BEACH AND THE CITY OF SOUTH DAYTONA.

Resolution No. 2021-21

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE DISSOLUTION OF THE EASTERN VOLUSIA REGIONAL WATER AUTHORITY AND THE TERMINATION OF AMENDED INTERLOCAL AGREEMENT CREATING THE EASTERN VOLUSIA REGIONAL WATER AUTHORITY WITH THE CITY OF DAYTONA BEACH AND THE CITY OF SOUTH DAYTONA; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE TERMINATION AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE DISSOLUTION OF THE EASTERN VOLUSIA REGIONAL WATER AUTHORITY AND THE TERMINATION OF AMENDED INTERLOCAL AGREEMENT CREATING THE EASTERN VOLUSIA REGIONAL WATER AUTHORITY WITH THE CITY OF DAYTONA BEACH AND THE CITY OF SOUTH DAYTONA; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE TERMINATION AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, by Resolution 2007-R-04, the City Commission approved an Interlocal Agreement with the City of Daytona Beach and the City of South Daytona, creating the Eastern Volusia Regional Water Authority (EVRWA); and

WHEREAS, the City Commission approved an amendment to the Interlocal Agreement to meet audit standards; and

WHEREAS, the Cities of Holly Hill, South Daytona, and Daytona Beach (“the Cities”), each appointed a member to the Board of Directors of EVRWA to represent their respective interests; and

WHEREAS, at its September 24, 2020, board meeting, the Board of Directors of EVRWA approved a recommendation to dissolve EVRWA and to terminate the Interlocal Agreement since the Water Authority of Volusia was dissolved and the need coordination

between the water authorities was eliminated; and

WHEREAS, a termination agreement has been prepared for the Cities to execute;
and

WHEREAS, the termination agreement provides that the fund balance held by EVRWA of approximately \$39,875.93 as of August 31, 2020, will be placed in an escrow account held by the City of Daytona Beach until all winding down costs have been met and, thereafter, will be distributed among the member cities based upon their pro rata level of contribution; and

WHEREAS, the City Manager and Public Works Director recommend approval of the Termination of the Amended Interlocal Agreement and the dissolution of EVRWA.

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

SECTION 1. The recommendation of the Board of Directors of EVRWA to dissolve EVRWA and to terminate the Interlocal Agreement is hereby accepted.

SECTION 2. Based on the recitals above, the City Commission hereby approves the Termination of the Amended Interlocal Agreement and authorizes the Mayor and the City Clerk to execute the termination subject to City Attorney approval.

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

APPROVED AND AUTHENTICATED on this 9th day of MARCH, 2021.



STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

4.4

City Commission
Agenda Item

MEETING DATE: March 9, 2021
FROM: Valerie Manning
SUBJECT: SunTrust Deposit Account Resolution and Authorization for
Business Entities
NUMBER: (ID # 3235)
APPLICANT:
PLANNER: Stella Gurnee

DISCUSSION:

The City's primary banking services provider requires the attached Deposit Account Resolution and Authorization for Business Entities to update authorized signatories on the City's various bank accounts.

FISCAL

ANALYSIS:

No fiscal impact.

STAFF

RECOMMENDATION:

Recommend approval of SunTrust Deposit Account Resolution and Authorization for Business Entities with updated signatories.

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 SunTrust Deposit Account Resolution and Authorization for Business Entities.

- SunTrust Deposit Account Resolution and Authorization for Business Entities Form (PDF)



Deposit Account Resolution and Authorization for Business Entities ("DARA")

I. Business Entity Information

Name City of Holly Hill		Business Type PF State/Local
Governed By	Taxpayer ID Number 596000337	Date Resolution and Authorization Adopted 03/09/2021

This DARA shall apply to **ALL** deposit account(s) (hereinafter "Account") currently open with the Bank or opened in the future in the name of the Business Entity. **This DARA supersedes and replaces any DARA, banking resolution, or other document for the Business Entity whose name appears in the name box above in this Section I and which addresses or deals with any of the types of banking authorities specified in Section II herein, for ALL of Business Entity's Accounts. The Authorized Signers listed in Section III will have full authority on ALL of the Business Entity's Accounts, even if they did not have such authority under previous documentation on file with the Bank.**

The person acting in the capacity of the Corporate Secretary or custodian of records of the Business Entity signing in Section VII below certifies to SunTrust Bank ("Bank") that the above named Business Entity is organized under the laws of the State of Florida and is registered in the manner prescribed by applicable law and is currently in compliance with all requirements relating to its organization and continued existence.

This DARA shall remain in full force and effect until it is rescinded, modified or replaced in writing in a form acceptable to the Bank and the Bank has had a reasonable time to act on said change. Receipt of such notice shall not affect any action taken by Bank prior thereto. The Bank shall be held harmless for honoring the instructions of any individual authorized in this DARA, or refusing to honor instructions, if the Bank questions the authority of the person giving those instructions.

II. Authority to sign, act, give instructions, access information, use Bank's services, perform transactions, enter into agreements and delegate authority on behalf of Business Entity. Resolved, **First**, that Bank is designated a depository for the Business Entity; **Second**, that each individual named in Section III below is authorized individually on behalf of Business Entity to: a) give instructions to the Bank, b) access information, c) request use of and use any of the Bank's services upon execution of Bank documentation related to such services, d) perform transactions on behalf of Business Entity with respect to any Accounts of Business Entity upon execution of Bank documentation related to such transactions, e) enter into any of Bank's agreements related to any Account or service, and f) delegate to any other individual the authorities conferred in this section in documentation acceptable to the Bank; **Third**, that each Authorized Signer named in Section III is individually authorized to endorse for deposit any check, draft, certificates of deposit, savings certificate, item or other instrument or written order for the payment of money that is payable to the order of Business Entity, and to deposit any such items; **provided, however, an Authorized Signer shall not have any of the authorities of an Additional Signatory described in Section V unless such Authorized Signer is also listed with the additional signatories on the Business Account Signature Card for the relevant Account(s); Fourth**, that by execution and delivery of this DARA by the Corporate Secretary or other custodian of records (or by any Authorized Signer named in Section II below), the Business Entity is bound by the terms and conditions of the Bank's Rules and Regulations for Deposit Accounts, as now existing or as amended from time to time; and **Fifth**, all previous acts of or on behalf of the Business Entity that are authorized and contemplated by the above resolutions that may have been undertaken prior to the date of this DARA are hereby approved and ratified.

III. Authorized Signers Contemplated by Section II.

The full name, title, and signature of each person authorized by Section II are listed immediately below. If an Authorized Signer listed in Section III is an entity (e.g., a corporation, LLC, or partnership), the name of that entity must be entered in the column header "Name", the applicable title of the entity showing the relationship to the entity named in Section I (e.g. Owner, General Partner, Member or Manager) must be entered in the column headed "Title", the name of the individual signing on behalf of that entity and individual's title or position must be entered in the column headed "Signature", and the individual must sign directly underneath his/her name and title. Where an entity is listed in Section III, the individual signing on behalf of that entity must provide a document (such as an incumbency certificate or current organizational document from that entity) reflecting the individual's current authority to sign on behalf of the entity. **ALL INDIVIDUALS** from the entity listed in Section III who are expected to be Authorized Signers for the entity named in Section I of this DARA must be listed in and sign Section III of this DARA.

Name	Title	Signature
Joseph Forte	City Manager	
Stella L Gurnee	Finance Director	
Chris Via	Mayor	

Employee Name **Diane Donegan**

Account Number **072002100043**

Name	Title	Signature
Valerie Manning	City Clerk	

IV. Facsimile Signatures. Complete this section only if machine or facsimile stamped signatures are to be used on items Resolved, that Bank is authorized to honor any check, draft, item or other written order on any Account of the Business Entity when bearing or purporting to bear the authorized machine or facsimile signature of any one of the above named Section III Authorized Signers whose signature is reproduced below, **if such Authorized Signer's name is also listed with the additional signatories on the Business Account Signature Card for such Account.** The Business Entity shall hold the Bank harmless for honoring the facsimile signature of any of such Authorized Signer whose name and facsimile signature is shown below, or for Bank's refusal to honor any facsimile signature not shown below.

Name of Authorized Signer Listed in Section III	Machine/Facsimile Stamped Signature of Authorized Signer
Joseph Forte	
Stella L Gurnee	

V. Additional Signatories on Business Entity's Accounts. Resolved, that certain individual(s) may be authorized to have limited authority to do **only the following things:** access information, sign any check, draft, or other written order for the payment of funds from an Account, or initiate a funds transfer payable by Business Entity from an Account by executing Bank's Funds Transfer Authorization form. Such authorities shall be Account specific and such individual's name and signature must appear on the Business Account Signature Card for each Account on which the individual is intended to be so authorized. **The tax classification and certification section at the bottom of each Business Account Signature Card must be executed by one of the Authorized Signers named in Section III above. Refer to the Business Account Signature Card(s) of the Account(s) for signatures of the Additional Signatories.**

VI. Qualification Certification for Public Fund Organization, Political Organization, Homeowners and Condominium Owners Association or Corporation Not Operated for Profit to maintain a NOW account.

Mark this section with an "X" only if Business Entity is eligible to maintain a NOW account.

☐ The individual acting in the capacity of Corporate Secretary or custodian of records of the Business Entity further certifies that the above named Business Entity is eligible to earn interest on a checking account (referred to as a Negotiable Order of Withdrawal or NOW Account) in compliance with Regulation D of the Federal Reserve Act (12CFR 204) as a Public Fund or a Non-Profit Organization that is operated primarily for Religious, Philanthropic, Charitable, Educational, Political or other similar purposes under one of the following sections: Organization – Section 501 (C) (3) through (13), and (19) of the Internal Revenue Code (26 USC (IRC 1954) 501 (C) (3) through (13) and (19). Political Organization – Section 527 of the Internal Revenue Code (26 USC (IRC 1954) 527). Homeowners and Condominium Owners Associations – Section 528 of the Internal Revenue Code (26 USC (IRC 1954) 528).

VII. Power to Act. The individual acting in the capacity of Corporate Secretary or custodian of records of the Business Entity who executes Section VIII below certifies that this DARA is not in conflict with the provisions of the Business Entity's organizational documents, which include its charter, bylaws, resolutions, operating agreements, partnership agreements, shareholders' agreement or similar agreements by which the Business Entity or the undersigned party may be bound, and that this DARA does not violate the provisions of any of such organizational documents.

VIII. Certification. I, the individual signing in this Section VIII, acting in the capacity of the Corporate Secretary or custodian of records of the Business Entity for purposes of such signature in this Section VIII, hereby certify to the Bank that the authorization of each individual whose name appears in Section III above is in full force and effect and has not been amended or rescinded and that the above resolutions are not inconsistent with any other resolutions or governance documents of such Business Entity.

In witness whereof, acting in my capacity as the Corporate Secretary or custodian of records of Business Entity, I have hereunto subscribed my name and affixed the seal of the Business Entity this 9 of March, 202

(Affix Seal here, if available)

Authorized Signature

Joseph Forte / City Manager

Name of person acting in capacity of Secretary, Assistant Secretary or other custodian of records, as designated in the Business Entity's organizational documents

Employee Name Diane Donegan

Account Number 0720021000043

IX. Inclusion and Certification Requirements and Instructions.

Corporations, Limited Liability Companies, Public Entities, Partnerships, Sole Proprietors, Unincorporated Organizations, Associations and other business entity types:

Each individual from the Business Entity who is expected to have the powers specified in Section II must be named in Section III if the Board of Directors or other governance body of the Business Entity intends such individual to be authorized to perform the functions specified in Section II.

Such individuals can include the President and other corporate officers such as the Treasurer, the Chief Financial Officer, and the Controller of the Business Entity, or any other individual that the entity wishes to designate.

Any of the individuals listed in Section III can execute the DARA under Section VIII if necessary, but only if the entity named in Section I has no employee who has been designated as its Corporate Secretary or custodian of records.

Note: This document will be returned to the Branch or other sending location if the signature block in Section VIII is not properly completed.

Bank Use Only

Bank Number 0175	Cost Center Number 9206071	Cost Center Name DAYTONA BEACH - MID MKT STI	
Prepared By Diane Donegan		Phone Number 352-264-2077	Date 03/09/2021
Verification Method 02/23/21 Letter from City Manager/Board Approval 03/09/21			

Employee Name **Diane Donegan**

Account Number **0720021000043**

- Locations with DCOR scanning software submit with cover sheet via local scanner
- Locations without DCOR scanning software send to Output Review, FL-Orlando-7021

Business Account Signature Card

Region Number 038		Account Number 0720021000043	
Account Title City of Holly Hill			
General Fund			
Organization Type State/Local Public Funds		Tax ID Number 596000337	
Signer(s) on the above Account Number			
Name / Title		Signature	
1. Joseph Forte / City Manager			
2. Stella L Gurnee / Finance Director			
3. Chris Via / Mayor			
4. Valerie Manning / City Clerk			
5.			
6.			
Date Opened 01/01/1951	Date Revised 03/09/2021	Reason Update Signers	
Cost Center Number 9206071	Officer Number 44844	ID Tim Hamilton 02/23/2021 Letter from City Manager/Board Approval 03/09/2021	
Work Phone Number 386-248-9420	Prepared By Diane Donegan	Maintenance Type ☐ New ☒ Replacement ☐ Change	

SunTrust Bank ("Bank")

It is agreed that all transactions between the Bank and the entity listed in the above Account Title ("Depositor") shall be governed by the rules and regulations for this account and the Authorized Signer signing at the bottom of this signature card appoints the above individual(s) as Additional Signatory(ies) of the Depositor for the above Account and hereby acknowledges receipt of such rules and regulations and the funds availability policy. The Depositor also acknowledges the funds availability policy has been explained. **(DOCUMENT EXECUTION INSTRUCTIONS: A signature of an Authorized Signer is required to appoint an Additional Signatory and must appear below regardless of whether or not a signature is required to satisfy IRS requirements, and regardless of whether or not the name and signature of such Authorized Signer also appears above as a signer on the Account.)**

Check appropriate box for federal tax classification; 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 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) **Government Entity**

Exemptions: See instructions Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) ☐ N/A (Applies to accounts maintained outside the

Certification—Under penalties of perjury, I, as authorized agent of the Depositor certify that:

1. **596000337** is the correct taxpayer identification number for the Depositor (or the Depositor is waiting for a number to be issued); and
2. The Depositor is not subject to backup withholding because: (a) the Depositor is exempt from backup withholding, or (b) the Depositor has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the Depositor that it is no longer subject to backup withholding; and
3. The Depositor is a U.S. citizen or other U.S. person (defined in the instructions); and
4. The FATCA code(s) entered on this form (if any) indicating that the Depositor is exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if the depositor has been notified by the IRS that the depositor is currently subject to backup withholding because the depositor has failed to report all interest and dividends on the depositor's tax return.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signature of U.S. Person _____

Date _____

- Locations with DCOR scanning software submit with cover sheet via local scanner
- Locations without DCOR scanning software send to Output Review, FL-Orlando-7021
- *FATCA= Foreign Account Tax Compliance Act

Business Account Signature Card

Region Number 038		Account Number 0720021000116	
Account Title City of Holly Hill			
Utility Deposits			
Organization Type State/Local Public Funds		Tax ID Number 596000337	
Signer(s) on the above Account Number			
Name / Title		Signature	
1. Joseph Forte / City Manager			
2. Stella L Gurnee / Finance Director			
3. Chris Via / Mayor			
4. Valerie Manning / City Clerk			
5.			
6.			
Date Opened 01/03/1979	Date Revised 03/09/2021	Reason Update Signers-Deposit Account Resolution on File	
Cost Center Number 9206071	Officer Number 44844	ID Tim Hamilton 02/23/2021 Letter from City Manager/Board Approval 03/09/2021	
Work Phone Number 386-248-9420	Prepared By Diane Donegan	Maintenance Type ☐ New ☒ Replacement ☐ Change	

SunTrust Bank ("Bank")

It is agreed that all transactions between the Bank and the entity listed in the above Account Title ("Depositor") shall be governed by the rules and regulations for this account and the Authorized Signer signing at the bottom of this signature card appoints the above individual(s) as Additional Signatory(ies) of the Depositor for the above Account and hereby acknowledges receipt of such rules and regulations and the funds availability policy. The Depositor also acknowledges the funds availability policy has been explained. **(DOCUMENT EXECUTION INSTRUCTIONS: A signature of an Authorized Signer is required to appoint an Additional Signatory and must appear below regardless of whether or not a signature is required to satisfy IRS requirements, and regardless of whether or not the name and signature of such Authorized Signer also appears above as a signer on the Account.)**

Check appropriate box for federal tax classification; 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 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) **Government Entity**

Exemptions: See instructions Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) ☐ N/A (Applies to accounts maintained outside the

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3. The Depositor is a U.S. citizen or other U.S. person (defined in the instructions); and
4. The FATCA code(s) entered on this form (if any) indicating that the Depositor is exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if the depositor has been notified by the IRS that the depositor is currently subject to backup withholding because the depositor has failed to report all interest and dividends on the depositor's tax return.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signature of U.S. Person _____

Date _____

- Locations with DCOR scanning software submit with cover sheet via local scanner
- Locations without DCOR scanning software send to Output Review, FL-Orlando-7021
- *FATCA= Foreign Account Tax Compliance Act

Business Account Signature Card

Region Number 038		Account Number 1000088547228	
Account Title City of Holly Hill			
Point & Pay			
Organization Type State/Local Public Funds		Tax ID Number 596000337	
Signer(s) on the above Account Number			
Name / Title		Signature	
1. Joseph Forte / City Manager			
2. Stella L Gurnee / Finance Director			
3. Chris Via / Mayor			
4. Valerie Manning / City Clerk			
5.			
6.			
Date Opened 12/15/2008	Date Revised 03/09/2021	Reason Update Signers-Deposit Account Resolution on File	
Cost Center Number 9206071	Officer Number 44844	ID Tim Hamilton 02/23/2021 Letter from City Manager/Board Approval 03/09/2021	
Work Phone Number 386-248-9420	Prepared By Diane Donegan	Maintenance Type ☐ New ☒ Replacement ☐ Change	

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Check appropriate box for federal tax classification; 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 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) **Government Entity**

Exemptions: See instructions Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) ☐ N/A (Applies to accounts maintained outside the

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3. The Depositor is a U.S. citizen or other U.S. person (defined in the instructions); and
4. The FATCA code(s) entered on this form (if any) indicating that the Depositor is exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if the depositor has been notified by the IRS that the depositor is currently subject to backup withholding because the depositor has failed to report all interest and dividends on the depositor's tax return.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signature of U.S. Person _____

Date _____

- Locations with DCOR scanning software submit with cover sheet via local scanner
- Locations without DCOR scanning software send to Output Review, FL-Orlando-7021
- *FATCA= Foreign Account Tax Compliance Act

Business Account Signature Card

Region Number 038		Account Number 1000031305229	
Account Title City of Holly Hill			
Credit Card Account			
Organization Type State/Local Public Funds		Tax ID Number 596000337	
Signer(s) on the above Account Number			
Name / Title		Signature	
1. Joseph Forte / City Manager			
2. Stella L Gurnee / Finance Director			
3. Chris Via / Mayor			
4. Valerie Manning / City Clerk			
5.			
6.			
Date Opened 03/02/2005	Date Revised 03/09/2021	Reason Update Signers-Deposit Account Resolution on File	
Cost Center Number 9206071	Officer Number 44844	ID Tim Hamilton 02/23/2021 Letter from City Manager/Board Approval 03/09/2021	
Work Phone Number 386-248-9420	Prepared By Diane Donegan	Maintenance Type ☐ New ☒ Replacement ☐ Change	

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Check appropriate box for federal tax classification; 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 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) **Government Entity**

Exemptions: See instructions Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) ☐ N/A (Applies to accounts maintained outside the

Certification—Under penalties of perjury, I, as authorized agent of the Depositor certify that:

1. **596000337** is the correct taxpayer identification number for the Depositor (or the Depositor is waiting for a number to be issued); and
2. The Depositor is not subject to backup withholding because: (a) the Depositor is exempt from backup withholding, or (b) the Depositor has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the Depositor that it is no longer subject to backup withholding; and
3. The Depositor is a U.S. citizen or other U.S. person (defined in the instructions); and
4. The FATCA code(s) entered on this form (if any) indicating that the Depositor is exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if the depositor has been notified by the IRS that the depositor is currently subject to backup withholding because the depositor has failed to report all interest and dividends on the depositor's tax return.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signature of U.S. Person _____

Date _____

- Locations with DCOR scanning software submit with cover sheet via local scanner
- Locations without DCOR scanning software send to Output Review, FL-Orlando-7021
- *FATCA= Foreign Account Tax Compliance Act



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

**City Commission
Agenda Item**

MEETING DATE: March 9, 2021
FROM: Joseph Forte
SUBJECT: Request for Lien Reduction - 1730 Buena Vista
NUMBER: (ID # 3228)
APPLICANT:
PLANNER:

DISCUSSION:

***The entire code enforcement file can be found in the code enforcement office upon request.**

The City has received a request for a Reduction of Lien “code enforcement liens” that have been placed on the real property located at 1730 Buena Vista Avenue, Holly Hill, FL 32117. The property is currently owned by Christopher Morrell.

According to the Claim of Lien created on April 22, 2020 the property has been accumulating fines for violations of the International Property Maintenance Code for excessive weeds, exterior surfaces in violation of the IPMC. The order of lien has applied a Special Master fee of \$250.00 plus \$50.00 per day per violation against the property. The fine began accumulating on December 22, 2019. As of the request for a lien reduction, the amount of the lien was \$41,500.00 plus administrative costs.

There is an “AS IS” purchase and sale agreement on the property with the buyer identified as Reese Pennington, a realtor with RHP Properties, LLC.

I negotiated with the property owner and Mr. Pennington to enter into an agreement where the city will release the lien for an agreed upon settlement of **\$4,583.88**. However, within 90 days of Mr. Pennington owning the property, the property must be brought into compliance or the lien will be reinstated and continue to accumulate.

Direct expenses to the City include:

Finance Dept.	$\$13.30 + 35\% \times 1$	= \$ 19.95
Code Enforcement	$\$15.30 + 35\% \times 6$	= \$ 123.93
Total Admin Cost		= \$143.88
Original Special Master Fines	\$250.00	= \$ 250.00
Filing Fee		\$20.00
Release of lien fee		\$20.00

TOTAL fees	\$433.88
Plus 5% of original lien	\$4,150.00
Total lien payoff	\$4,583.88

FISCAL ANALYSIS:

City will receive payment for administrative and direct costs in the amount of **\$4,583.88**.

STAFF RECOMMENDATION:

Reduce the lien from \$41,500.00 to the amount of **\$4,583.88**. The City shall not release the \$41,500.00 lien amount until payment has been received in the amount of **\$4,583.88**. If payment is not received by 5:00 PM on April 6, 2021 the full amount of the lien shall remain in place without an option to reduce the fine in the future.

COMMISSION GOAL:

N/A

MOTION:

To reduce the lien to an administrative fee in the amount of **\$4,583.88** payable no later than 5:00 PM on April 6, 2021. Failure to pay the lien by this date and time will cause the entire lien to remain upon the property and be subject to foreclosure.

- 1730 Buena Vista Ave. (PDF)
- 1730 Buena Vista Ave Back up documents (PDF)



AGREEMENT

Request to Reduce Lien.
1730 Buena Vista Ave.

WHEREAS, the property located at 1730 Buena Vista Ave. Holly Hill, FL 32117, Parcel ID# 424220160240 (Property) has been in a state of disrepair and neglect for an extended period of time despite repeated demands and code enforcement action by the City of Holly Hill (City).

WHEREAS, Christopher Morrell is the current owner of the Property.

WHEREAS, Reese Pennington is interested in buying and rehabilitating the Property and is currently under contract with an "AS IS" Agreement.

WHEREAS, the City is reducing the lien to the current owner to an amount not to exceed \$5,000.00 and filing a release of lien after City Commission approval on March 9, 2021.

WHEREAS, the City is willing to allow the Buyer a reasonable opportunity to refurbish the Property in a timely manner, not to exceed 90 days from the date of closing, to remedy all code enforcement violations into compliance.

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

- 1) Sellers agree to pay a lien reduction in an amount not to exceed \$5,000.00
- 2) The City hereby agrees to release the lien under the current ownership.
- 3) Buyer hereby agrees to:
 - a) Acquire the Property within 30 days of the date of the last party to sign this Agreement.
 - b) Within 30 days of becoming the owner of the Property, the Buyer shall clean the Property (mowing, tree trimming and debris/trash removal), secure the structure on the Property (broken windows and doors shall be closed to prevent unauthorized access even if with just temporary material such as plywood) and take other action necessary to correct the existing code violations.
 - c) Within 90 days of becoming the owner of the Property, the Buyer shall resolve all code violations and bring the property into compliance.

1065 Ridgewood Ave Holly Hill, Florida 32117
Hollyhillfl.org

Attachment: 1730 Buena Vista Ave. (3228 : Request for Lien Reduction - 1730 Buena Vista)



- 4) If the Buyer fails to comply with the above requirements, the Buyer acknowledges that the City has the right to pursue reinstatement of the original lien to be recorded in the public record subject to foreclosure.
- 5) If the sale of the property does not close and the property is not in compliance 90 days after the scheduled closing date, the Sellers acknowledges that the City has the right to pursue reinstatement the original lien to be recorded in the public record.
- 6) Venue for any litigation arising out of or related to this Agreement shall be in State Court, Volusia County, Florida and the parties specifically waive any Federal Court jurisdiction and agree that the State court shall have jurisdiction for all claims.

City of Holly Hill

By: _____

Title: _____

Date: _____

Buyer
Date
Reese Pennington 03 / 02 / 2021

Reese Pennington

Seller
Christopher Morrell 03 / 02 / 2021

Christopher Morrell

Attachment: 1730 Buena Vista Ave. (3228 : Request for Lien Reduction - 1730 Buena Vista)

**CITY OF HOLLY HILL CODE ENFORCEMENT
SPECIAL MAGISTRATE'S HEARING
HOLLY HILL, FLORIDA**

**City of Holly Hill, a Political
Sub-division of the State of Florida**

**Parcel No. 4242-2016-0240
Case No. 19-875**

Petitioner,

-vs-

Christopher Morrell, Owner

Respondent.

ORDER OF NON-COMPLIANCE

The Holly Hill Code Enforcement Special Magistrate has heard testimony under oath at a hearing on the above styled case on the 14th of November 2019, 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 Christopher Morrell, Owner and Respondent of the property located at 1730 Buena Vista Avenue, Holly Hill, Florida 32117 was given a Courtesy Notice on the 25th of June, 2019 and a Violation Notice on the 10th of October, 2019 for the violation of International Property Maintenance Code (hereinafter referred to as IPMC) 304.1 – Exterior Maintenance. The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare; and IPMC 304.2 – Protective Treatment. Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted.

At the hearing, the Code Enforcement Officer testified that the violations continue to exist. There is peeling paint, the eaves are rotting and falling off, and there is mold on the exterior of the residence. The Owner was present at the hearing and testified that his residence is in foreclosure and he is letting a friend with cancer reside there for a couple hundred dollars a month. He plans to work on the property to correct the violations.

CONCLUSIONS OF LAW

That Respondent and Owner of the property located at 1730 Buena Vista Avenue, Holly Hill, FL 32117 are in violation of Holly Hill Zoning and Ordinances: IPMC 304.1 – Exterior Maintenance. The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare; and IPMC 304.2 – Protective Treatment. Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted.

ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, and the authority of Chapter 162, Florida Statutes and the Holly Hill Code Enforcement Ordinance, Chapter 2 Section 2-116, it is duly ORDERED by this Special Magistrate that the Respondent shall pay an administrative fine of two hundred fifty dollars (\$250.00), which if not paid in ninety (90) days from the date of this order shall be recorded as a lien and such recordation shall constitute a lien against the Respondent's real (except homestead) and personal property in Volusia County, Florida, said property to include, but not necessarily limited to that described above.

If the violation of IPMC 304.1 – Exterior Maintenance. The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare, is not brought into compliance within thirty (30) days from the date of this order, there shall be a fine of fifty dollars (\$50.00) a day, for each and every day the violations continue to exist.

If the violation of IPMC 304.2 – Protective Treatment. Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted, is not brought into compliance within thirty (30) days from the date of this order, there shall be a fine of fifty dollars (\$50.00) a day, for each and every day the violations continue to exist.

DONE AND ORDERED this 22nd day of November 2019, in Holly Hill, County of Volusia, Florida.

CITY OF HOLLY HILL
CODE ENFORCEMENT

By, Melody Pullen
Melody Pullen, Special Magistrate

Attest: [Signature]
Code Enforcement Official

This instrument prepared by Melody Pullen, Special Magistrate for the Code Enforcement, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, Telephone number: (386) 248-9490.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on _____ day of _____, 2019 a true and accurate copy of the foregoing has been furnished by U.S. Mail to:

Christopher Morrell
1730 Buena Vista Avenue
Holly Hill, FL 32117

[Signature]
Code Enforcement Official

Attachment: 1730 Buena Vista Ave Back up documents (3228 : Request for Lien Reduction - 1730 Buena Vista)

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.

2020075533

Return To:	
Name:	Brian M. Walker, Community Development Director
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117-2807
This instrument Prepared by:	
Name:	Eleni Deligianis
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117-2807
Property Appraisers Parcel ID Number(s): 4242-20-16-0240	

4/22/2020 11:35:56 AM
 Instrument# 2020075533 1 page
 Book: 7843 Page: 3433
 Electronically Recorded By
 Volusia County Clerk of the Court

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)

City of Holly Hill

(Lienor's Name)

whose address is 1065 Ridgewood Ave, Holly Hill, Florida 32117
 (Lienor's Address)

and in accordance with a service with Christopher Morrell

Lienor furnished labor, services or materials consisting of:

Special Magistrate Administrative Hearing Fine of \$250.00 ordered on November 22, 2019, which remains unpaid.

Special Master Violation Fine: \$50.00 per day per violation against this property. The two cited violations have not been corrected; the property has not come into compliance. \$50.00 per day per violation fine, commencing on December 22, 2019.

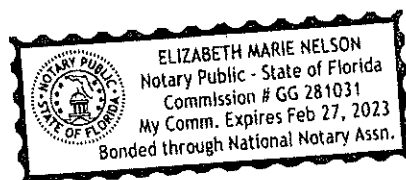
on the following described real property in Volusia County, Florida:

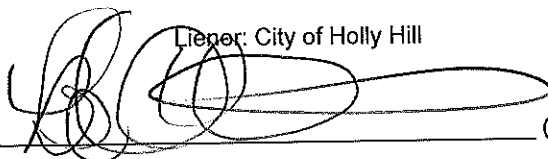
(Describe real property sufficiently for identification, including street and number, if known)

LOT 24 & N 1/2 OF LOT 25 BLK 16 RIO VISTA MB 6 PG 150 PER OR 1933 PG 1387 PER OR 5620 PGS 3409-3410 PER
 OR 5807 PGS 4606-4608 INC
 1730 Buena Vista Avenue, Holly Hill FL 32117

owned by/with Christopher Morell of a violation fine total of One Hundred Dollars (\$100.00) per day; commencing on December 22, 2019
 until property comes into compliance, along with a hearing fine of Two Hundred Fifty Dollars (\$250.00), which remain unpaid as
 of April 14, 2020.

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.



By  (Agent)
 Lienor: City of Holly Hill

Print Name: Brian M. Walker, Community Development Director

Sworn to and subscribed before me this 14th day of April 14th, 2020.


 Notary Public

[illegible]

**CITY OF HOLLY HILL CODE ENFORCEMENT
SPECIAL MAGISTRATE'S HEARING
HOLLY HILL, FLORIDA**

**City of Holly Hill, a Political
Sub-division of the State of Florida**

**Parcel No. 4242-2016-0240
Case No. 19-875**

Petitioner,

-vs-

Christopher Morrell, Owner

Respondent.

ORDER OF NON-COMPLIANCE

The Holly Hill Code Enforcement Special Magistrate has heard testimony under oath at a hearing on the above styled case on the 14th of November 2019, 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 Christopher Morrell, Owner and Respondent of the property located at 1730 Buena Vista Avenue, Holly Hill, Florida 32117 was given a Courtesy Notice on the 25th of June, 2019 and a Violation Notice on the 10th of October, 2019 for the violation of International Property Maintenance Code (hereinafter referred to as IPMC) 304.1 – Exterior Maintenance. The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare; and IPMC 304.2 – Protective Treatment. Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted.

At the hearing, the Code Enforcement Officer testified that the violations continue to exist. There is peeling paint, the eaves are rotting and falling off, and there is mold on the exterior of the residence. The Owner was present at the hearing and testified that his residence is in foreclosure and he is letting a friend with cancer reside there for a couple hundred dollars a month. He plans to work on the property to correct the violations.

CONCLUSIONS OF LAW

That Respondent and Owner of the property located at 1730 Buena Vista Avenue, Holly Hill, FL 32117 are in violation of Holly Hill Zoning and Ordinances: IPMC 304.1 – Exterior Maintenance. The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare; and IPMC 304.2 – Protective Treatment. Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted.

ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, and the authority of Chapter 162, Florida Statutes and the Holly Hill Code Enforcement Ordinance, Chapter 2 Section 2-116, it is duly ORDERED by this Special Magistrate that the Respondent shall pay an administrative fine of two hundred fifty dollars (\$250.00), which if not paid in ninety (90) days from the date of this order shall be recorded as a lien and such recordation shall constitute a lien against the Respondent's real (except homestead) and personal property in Volusia County, Florida, said property to include, but not necessarily limited to that described above.

If the violation of IPMC 304.1 – Exterior Maintenance. The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare, is not brought into compliance within thirty (30) days from the date of this order, there shall be a fine of fifty dollars (\$50.00) a day, for each and every day the violations continue to exist.

If the violation of IPMC 304.2 – Protective Treatment. Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted, is not brought into compliance within thirty (30) days from the date of this order, there shall be a fine of fifty dollars (\$50.00) a day, for each and every day the violations continue to exist.

DONE AND ORDERED this 22nd day of November 2019, in Holly Hill, County of Volusia, Florida.

CITY OF HOLLY HILL
CODE ENFORCEMENT

By, Melody Pullen
Melody Pullen, Special Magistrate

Attest: _____
Code Enforcement Official

This instrument prepared by Melody Pullen, Special Magistrate for the Code Enforcement, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, Telephone number: (386) 248-9490.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on _____ day of _____, 2019 a true and accurate copy of the foregoing has been furnished by U.S. Mail to:

Christopher Morrell
1730 Buena Vista Avenue
Holly Hill, FL 32117

Code Enforcement Official

Attachment: 1730 Buena Vista Ave Back up documents (3228 : Request for Lien Reduction - 1730 Buena Vista)

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.

MEMORANDUM

DATE: FEBRUARY 9, 2021
 TO: CITY MANAGER
 THROUGH: CODE ENFORCEMENT
 FROM: CODE ENFORCEMENT
 RE: CASE # 19-00000875 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 **\$41, 500.00** 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:

- | | |
|--|--|
| <p>(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.</p> | <p>☐ FAILS
 ☒ DOES NOT FAIL</p> |
| <p>(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.</p> | <p>☐ FAILS
 ☒ DOES NOT FAIL</p> |

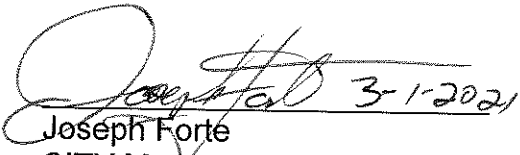
Staff Findings: No title insurance policy was issued when ownership was transferred; therefore, the request does not fail the established guideline.

- (3) A request for a waiver of reduction in lien shall not be granted if the Board of City 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

Staff Findings: To the best of staff's knowledge, there has never been a request of the Board of County Commissioners to reduce the lien; therefore, the request does not fail the established guideline.


 Joseph Forte
 CITY Manager

☒ APPROVED FOR CONSIDERATION BY BCC

☐ DENIED

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 CHRISTOPHER MORRELL, the fee simple owner of the following
(Owner's Name)

described property (Provided Legal Description or Tax Parcel ID Number(s))
4242-20-16-0240

hereby petition the Holly Hill City Commissioners to grant a release of lien in the amount of
\$ 32,800.00 for Case No. 19-875, 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.

CHRISTOPHER MORRELL

Owner's Name

CHRISTOPHER MORRELL
Notary Public in and for the State of Florida
My Commission Expires 11/17/2023

Owner's Signature

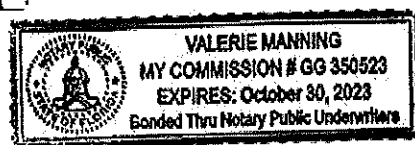
Christopher Morrell
Owner's Name

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 3rd day of February, 2021, by means of physical presence or online notarization,
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Christopher Morrell, who is personally known to me or who has produced drivers license as identification and who executed the foregoing instrument and sworn oath.

WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of February, 2021.



Valerie Manning
Notary Public in and for the County and State
Aforementioned

2/3/2021

dotloop - peoplework, not paperwork.

Request for reduction of lien form.docx

FILE ▾

MORE ▾

SHARE

dotloop signature verification: <https://dotloop.us/UIRX-GZDy-28i3>

CITY OF HOLLY HILL

CASE # 19-875

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: CHRISTOPHER MORRELLProperty Address: 1730 Buena Vista Ave Daytona Beach, FL 32117

Phone number(s) where you can be reached during the day:

cell (386) 868-7978Is the property now in compliance? ☐ YES ☒ NO

(If No, explain in detail)

I can't afford to pay the mortgage any more so I can't pay to fix up the house or the liens you have put on the property. The property is in escrow to be sold to investors that are going to revitalize the property above neighborhood standards.

Are you claiming financial hardship? ☒ YES ☐ NOAre you claiming medical hardship? ☐ YES ☒ NO

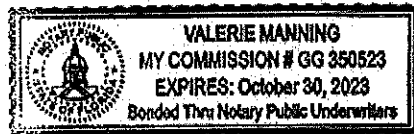
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 3rd day of Feb., 2021 (year), by CHRISTOPHER MORRELL, who is personally known to me or produced driver license as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Valerie Manning
Notary Signature

Valerie Manning
Printed Name



Commission No.: GG 350523
My Commission Expires: October 30, 2023

RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO
CODE ENFORCEMENT DEPARTMENT
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

Attachment: 1730 Buensta Vista Ave Back up documents (3228 : Request for Lien Reduction - 1730 Buena Vista)

2/3/2021

dotloop - peoplework, not paperwork.

Request for reduction of lien form.docx

FILE ▾

MORE ▾

SHARE

dotloop signature verification: <https://dclp.us/UJRX-6ZDy-2Bf3>

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:

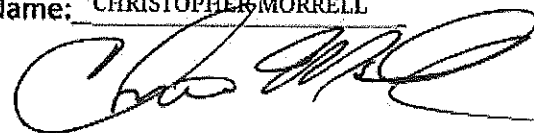
Name: _____

Relationship: _____

I, CHRISTOPHER MORRELL, 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:

The property is currently under contract to be sold and closed on before the end of February. If this lien is not reduce nearly to zero then I will have to let the property go. The bank will end up seizing the property and sold at auction and who knows he will pick it up or if they will even do anything with it however if you reduce this lien down to almost 0 then we will be able to move forward with the sale at the end of this month to the investors that are going to come in and revitalize the property better than current standards.

-If this is not done, then property could see it that way for a year two years three years until someone else does try to come by and figure this problem out but who knows maybe the lien will still be an issue then as well.

Date: 02/01/2021Signed: CHRISTOPHER MORRELLPrint Name: CHRISTOPHER MORRELL


Attachment: 1730 Buensta Vista Ave Back up documents (3228 : Request for Lien Reduction - 1730 Buena Vista)

Altkey: 3185285
MORRELL CHRISTOPHER

Parcel ID: 424220160240
1730 BUENA VISTA AVE , HOLLY HILL

Parcel

Short Parcel Id 424220160240
Property Location 1730 BUENA VISTA AVE, HOLLY HILL, 32174
PC Code 0100 - SINGLE FAMILY
Total Bldgs 2
Neighborhood 2662 - RIO VISTA ORMOND BEACH
Business Name
Homestead Property Yes

Primary Owner

Owner MORRELL CHRISTOPHER
In Care Of
Mailing Address 1730 BUENA VISTA AVE
HOLLY HILL FL 32117
Change Mailing Address Online

All Owners

#	Owner 1	Owner 2	Owner %	Owner Type(s)
0	MORRELL CHRISTOPHER		100	FS - Fee Simple

Legal

Millage Group 203-HOLLY HILL
Legal Description LOT 24 & N 1/2 OF LOT 25 BLK 16 RIO VISTA MB 6 PG 150 PER OR 1933 PG 1387
PER OR 5620 PGS 3409-3410 PER OR 5807 PGS 4606-4608 INC
Map TWP-RNG-SEC 14 - 32 - 42
Subdivision-Block-Lot 20 - 16 - 0240
Date Created 26-DEC-81
Year Annexed

Special Assessment

Project #	Description	Units	Rate	Amount
0203	HOLLY HILL STORMWATER	1.50	\$96.00	\$144.00

Sales

Book/Page	Instr Type	Inst #	Sale Date	V/I	Sale Price
5807 / 4606	WD-WARRANTY DEED	2006093694	03/31/2006	I	\$190,000
5620 / 3409	PR1-PERSONAL REP	2005214444	08/08/2005	I	\$100,000
1933 / 1387	WD-WARRANTY DEED		10/15/1977	I	\$33,000

County Links

Property Tax Bill [CLICK HERE](#)
Link to Permits [CLICK HERE](#)

Other Links

Google Street Address [CLICK HERE](#)
Bing Maps [CLICK HERE](#)

Land & Agriculture

#	Land Code	Type	Units	Acres	Sq Feet	FF	Depth	Rat	Packet Pg. 83
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1 0101-IMP PVD THRU .49 AC FRONT FOOT .2927 12,750 75.0 170 435.00 \$33,278

Land Summary

Land Code 0101-IMP PVD THRU .49 AC
 Total Land Value \$33,278
 Value/Square Feet 2.61
 Value/Acre 113,693.20
 Depth Factor 1.02
 Location Factor 100
 Influence 1 -
 Influence 2 -

Total Land Value

Total Land Value

\$33,278

AGVAL Summary

AG Value
 Appraised Value
 Non AG Just Value
 Total Land Value

Residential

1 of 2

Card (Bldg) # 1
 # Stories 1
 Style
 Improvement Type R1 - Single Family
 Quality Grade 300
 Arch Design -
 Year Built 1952
 Total SFLA 1,374

Exterior Wall 15 - CONCRETE - CINDER BLOCK
 Foundation 2 - CONCRETE BLOCK
 HVAC Y - AIR CONDITIONING
 Floor Type 12 - WOOD - HARDWOOD
 Roof Type 01 - FLAT
 Roof Cover 4 - TAR AND GRAVEL
 Wall Type 3 - PLASTER
 Heat Source 1 - ELECTRICITY
 Heat Method 6 - FORCED DUCTED
 Bedrooms 3
 2 Fixture Baths 0
 3 Fixture Baths 2
 4 Fixture Baths 0
 5 Fixture Baths 0
 6 Fixture Baths 0
 7 Fixture Baths 0
 Addl Fixtures 0
 FPL: Stacks/Openings/Blt In //

Total Building Value \$110,007

Additions to Base Area

Building	Description	Year Built	Area
1	MAIN BUILDING		1,374
1	Finished Enclosed Porch		381
1	Porch, Open Finished		161
1	Porch, Open Unfinished		55

Total Building Area

PURCHASE CONTRACT AND ESCROW INSTRUCTIONS

THIS PURCHASE CONTRACT AND ESCROW INSTRUCTIONS ("Contract"), is effective as of the latest date this Contract is executed by the Parties as set forth below (the "Effective Date"), and comprises the entire contract and agreement between Seller (defined in Section 1.9 below) and Buyer (defined in Section 1.9 below).

1. BASIC TERMS. This Section 1 defines the Basic Terms of this Contract.

1.1 Property Address: 1730 Buena Vista Ave
Holly Hill FL 32117

1.2 Property APN:

1.3 Legal Description:

OR

☐ See Exhibit A attached (if lengthy);

OR

☒ To be provided by Escrow Agent.

1.4 The Property: The real property bearing the street address in Section 1.1, the APN in Section 1.2 and the legal description in Section 1.3 together with all improvements, fixtures, and appurtenances thereon or incidental thereto, plus the personal property described in Section 1.12.

1.5 "Purchase Price" of \$ 175,341.95 to be paid as follows:
☒ Approximate or ☐ Exact

- \$ 500 Earnest Money Deposit
(☐ Cash or ☐ Promissory Note)
(the "Deposit")
- \$ Approximate Existing 1st Mortgage
(Buyer Purchasing Subject To)
- \$ Approximate Existing 2nd Mortgage
(Buyer Purchasing Subject To)
- \$ New Loan to Buyer
(From Lender Other Than Seller)

Seller Initials: CM

Buyer Initials: RP

\$ _____ Seller Carryback Financing
 \$ _____ Amount to cure loan defaults (if any)
 (☐ Approximate or ☐ Exact)
 \$ _____ OTHER: _____
 \$ 10,000 Cash at COE
 (☐ Approximate or ☒ Exact)

1.6 Close of Escrow:
 ("COE")

☒ Dec 15th, 2020; or
☐ _____ days after Effective Date; or
☐ _____ days after _____

1.7 Escrow Agent:

Escrow Officer: _____

Telephone: _____

Email: _____

1.8 Association(s):

1.9 Parties:

Seller:

Christopher Morrell

(Collectively the "Seller")

Seller Initials: CM

Buyer Initials: RP

Address: 1730 buena vista ave

Holly hill fl. 32117

Telephone: 3868687978

Email: Motomorrelli@hotmail.com

Buyer:

RHP Properties LLC

(“Buyer”)

Address: 3817 Schroeder Ave

Perry Hall MD 21128

Telephone: 443-614-2495

Email: Webuyhomesmd@gmail.com

1.10 Inspection Period: 10 Days

1.11 Specific Closing Costs to be Paid as Follows:

Escrow fees and costs:

☐ 50% by Buyer and ☐ 50% by Seller; OR

☒ 100% by Buyer; OR

☐ 100% by Seller.

Standard Title Policy:

☐ Seller

☒ Buyer

HOA transfer fee(s):

☐ Seller

☒ Buyer

HOA capital improvement and reserve fees:

☐ Seller

Seller Initials: CM

Buyer Initials RP

☒ Buyer

HOA disclosure fee(s):

☐ Seller

☒ Buyer

Closing fee of \$_____ (if closing at law firm not through Escrow Agent):

☐ Seller

☒ Buyer

- 1.12 Personal property to be included in the sale includes all items set forth in Section 2 and the following:

_____ All things in or on the property

- 1.13 Addendums and Acknowledgments:

☒ Subject To Addendum (See attached).

☐ Post-Closing Possession Addendum (See attached).

☐ Seller Acknowledgements (See attached or executed at COE).

☐ Seller Carryback. If part of the Purchase Price set forth in Section 1.5 is to be through "Seller Carryback Financing", the amount subject to the "Seller Carryback Financing" will be evidenced by a non-recourse promissory note executed by Buyer as borrower and secured by a mortgage or deed of trust on the Property and delivered by Buyer to Seller dated the date of Closing bearing an annual interest rate of _____% and payable in installments of \$_____ per month for _____ years (the "Loan"). The Loan may be prepaid at anytime without penalty. The Loan will not be due on sale. The payment ☐ will or ☐ will not include one-twelfth annual taxes and insurance for the Property. The payments to be made to Seller will be: ☐ principal only; ☐ interest only; or ☐ principal and interest (amortization to be determined prior to Closing). If the payment is to include taxes and insurance and if after said amounts are deducted from the payment, the remaining amount is not enough to cover the interest rate and/or principal amount set forth above, the remaining amount will be considered full payment and any interest rate will be adjusted accordingly.

Seller Initials. CM

Buyer Initials. RP

1.14 Additional Terms and Conditions:

- ☒ The Property will be transferred subject to the following liens and encumbrances (list all deeds of trust, mortgages, HOA dues owed and other liens or encumbrances that will not be satisfied at closing):

Current Mortgage from NewRez

- ☐ This Contract and the Buyer's performance hereunder is conditioned upon the combined reinstatement amount for Seller's existing loan(s) being equal to or less than \$ _____.

- ☐ Other:

1.15 Occupancy. Seller represents and warrants:

- ☒ There are no parties in occupancy of the Property other than Seller and Buyer will be given occupancy of the Property at Closing unless otherwise specified herein: _____; OR
- ☐ Buyer understands that the Property is leased and the tenant may continue in possession of the Property after Closing unless otherwise agreed in writing. Seller will make payment to Buyer at Closing for the amount of the security deposits for any existing lease for the Property.

2. **PURCHASE AND SALE OF PROPERTY.** For the Purchase Price and in accordance with the terms and conditions set forth in this Contract, Seller agrees to sell and Buyer agrees to buy the Property identified in Section 1.4. The personal property to be conveyed as part of the Property includes, but is not limited to, built in appliances, ceiling fans, remote controls to operate any fixture or equipment on the Property, central vacuum, hose and attachments, draperies and other window coverings, fireplace equipment (affixed), floor coverings (affixed), free standing range/oven, garage door openers, light fixtures, mailbox, media antennas/satellite dishes (affixed), outdoor fountains and lighting, outdoor landscaping, shutters and awnings, smart home devices and access thereto (i.e. video doorbell, automated thermostat), flush-mounted speakers, storage sheds, storm windows and doors, gas-log, pellet and wood-burning stoves, built in BBQ grills, affixed timers, towel, curtain and drapery rods, wall mounted TV brackets and hardware (excluding TVs), water-misting systems, window and door screens, sun shades, solar systems owned by Seller, security system and alarms owned by Seller, water softeners owned by Seller,

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Attachment: 1730 Buensta Vista Ave Back up documents (3228 : Request for Lien Reduction - 1730 Buena Vista)

water purification systems owned by Seller, pool and spa covers and equipment, and any personal items or property left upon or at the Property after COE.

3. **PURCHASE PRICE; METHOD OF PAYMENT.** The Purchase Price shall be paid by Buyer pursuant to the provisions of Section 1.5.

4. **STATUS OF TITLE.**

4.1 *Title Documents.* As soon as practical following the Effective Date of this Contract, Escrow Agent shall cause to be issued and delivered to Buyer: (a) a current commitment for an ALTA Residential Owner's Policy of Title Insurance ("Title Report"); and (b) copies of all documents referenced as exceptions therein (together with the Title Report, the "Title Documents").

4.2 *Buyer's Review of Title.* Buyer shall have ten (10) days from receipt of the Title Documents or from any amendments thereto to provide Seller with notice of any items shown in the Title Documents for which Buyer disapproves.

4.3 *Seller's Spouse to Execute Contract or Disclaimer Deed.* If Seller is married and the spouse has not executed this Contract, Seller's spouse shall execute this Contract or execute and deliver a disclaimer deed for the Property to the Escrow Agent within three (3) days from the Effective Date.

5. **DISCLOSURE**

5.1 *Septic or Alternative Wastewater Treatment Facility.* If the Property is on a septic system or alternative system that uses a septic tank, the system must have a pre-transfer inspection performed within six (6) months prior to COE as required by Arizona Department of Environmental Quality. Seller shall deliver the wastewater treatment facility inspection report to Buyer within five (5) days of the Effective Date or five (5) days from the date of the inspection report, whichever is later. If the inspection report states that the wastewater treatment facility is "not functional", Buyer has ten (10) days from the date of receiving the inspection report to deliver written notice to Seller requesting Seller to repair the wastewater treatment facility so that it is functional. In the event Seller refuses to repair the wastewater treatment facility or Buyer fails to deliver written notice to Seller requesting Seller to repair the wastewater treatment facility within ten (10) days of receiving the inspection report, this Contract shall be canceled and Escrow Agent shall return the Deposit to Buyer and Seller shall return to Buyer any other items or things of value given by Buyer to Seller.

5.2 *Lead-Based Paint Disclosure.* If the residence or other structures on the Property were built prior to 1978, Seller, within five (5) days from the Effective Date shall: (i) notify the Buyer of any known lead-based paint ("LBP") or LBP hazards on the Property; (ii) provide Buyer with any LBP risk assessments or inspections of the Property in Seller's possession; (iii) provide the Buyer with the Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards, and any report, records, pamphlets, and/or other materials referenced therein, including the pamphlet "Protect Your Family from Lead in Your Home" (collectively "LBP Information"). Buyer is further advised to use certified contractors to perform renovation, repair or painting

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Buyer Initials: RP

projects that disturb lead-based paint in residential properties built before 1978 and to follow specific work practices to prevent lead contamination.

If the residence or other structures on the Property were constructed prior to 1978:

(BUYER'S INITIALS REQUIRED) RP _____
 Buyer Buyer

If the residence or other structures on the Property were constructed in 1978 or later:

(BUYER'S INITIALS REQUIRED) RP _____
 Buyer Buyer

5.3 *Changes to Property Prior to COE.* Seller shall provide notice to Buyer within three (3) days of any material change(s) to the Property. Buyer shall have five (5) days from Buyer's receipt of such notice to notify Seller if Buyer elects to cancel this Contract and receive the return of the Deposit and Seller shall return to Buyer any other items or things of value given by Buyer to Seller. In the event insurance coverage or any other claim, right or remedy is available for any material change(s) to the Property prior to COE and Buyer elects to proceed to COE, Seller shall assign any and all rights to any insurance proceeds, claims, rights and remedies to Buyer on or before COE. This Section shall survive COE.

6. INSPECTION OF PROPERTY.

6.1 *Inspection Period.* Within the time set forth in Section 1.10, Buyer, at Buyer's sole cost, shall conduct and complete all inspections, investigations or tests, and review all information and reports deemed necessary by Buyer (collectively, the "Studies"), in order for Buyer to determine the suitability of the Property for Buyer's purposes and the feasibility of purchasing the Property pursuant to this Contract (the "Inspection Period"). Buyer, in Buyer's sole and absolute discretion, may through written notice to Seller, cancel this Contract during the Inspection Period and obtain a return of the Deposit and any other items or things of value given by Buyer to Seller.

6.2 *Buyer's Continued Access to Property.* From the Effective Date through COE, Seller shall provide Buyer with a key to the Property, grants access to the Property to Buyer, and will make the Property reasonably available to Buyer and to Buyer's assignees, prospective assignees, agents, representatives, inspectors and authorized individuals to conduct walkthrough(s) of the Property.

6.3 *Seller to Keep and Maintain Utility Service.* Seller shall, at Seller's expense, have all utilities on until COE to allow Buyer to conduct Buyer's inspections and walkthroughs.

7. ESCROW; COE; CLOSING COSTS AND PRORATIONS.

7.1 *COE.* Seller and Buyer engage Escrow Agent to act as the escrow agent for the closing of the transactions contemplated by this Contract. COE shall be deemed to occur on the

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Buyer Initials: RP

date the Deed (defined in Section 7.3.1) is recorded with the recorder of the county in which the Property is located (the "County").

7.2 *Buyer's Closing Deliveries.* The amount due at COE under Section 1.5 shall be paid to Seller by Buyer through escrow at the COE, together with the execution of the documents and amounts listed below:

7.2.1 Buyer's pro rata portion, as of the COE, of all ad valorem real estate taxes, and general and special assessments, in respect of the Property as determined by Escrow Agent based on the most recent information available to Escrow Agent without adjustment following the COE;

7.2.2 An Affidavit of Property Value as required by Arizona law;

7.2.3 All specific closing costs to be paid by Buyer as set forth in Section 1.11.

7.2.4 All other documents Escrow Agent reasonably requests Buyer to execute to effectuate the COE; and

7.3 *Seller's Closing Deliveries.*

7.3.1 Seller shall convey title to the Property by Special Warranty Deed (the "Deed") at COE.

7.3.2 Seller shall execute an Affidavit of Property Value as required by Arizona law.

7.3.3 Seller shall execute all documents marked in Sections 1.13 and 1.14 if not previously executed.

7.3.4 Seller shall execute all other documents Escrow Agent reasonably requests Seller to execute to effectuate the COE.

7.4 *Tax Proration.* Seller shall pay all real estate taxes encumbering the Property for the years prior to the year of COE. Taxes for the year of COE, based on the County Assessor's most recent valuation information and tax bill, shall be prorated and paid by Seller and Buyer as of the COE.

7.5 *Specific Closing Costs.* Seller shall pay the specific closing costs applicable to Seller as set forth in Section 1.11.

7.6 *Buyer Right to Proceed Without Escrow Agent.* Buyer, at anytime during prior to COE, may elect to proceed with this transaction without utilizing the services of Escrow Agent or any escrow agent. In such an event, Seller will be obligated to fully perform all terms and conditions of this Contract and to deliver all of Seller's Closing Deliveries directly to Buyer except Seller will no longer be obligated to cause the standard Title Policy to be issued to Buyer. In the event closing will take place at a law firm instead of through an escrow agent, Seller may be required to pay a closing fee as set forth in Section 1.11.

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SELLER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT NOTWITHSTANDING THE FACT THAT SELLER MAY HAVE PAID A CLOSING FEE TO A LAW FIRM OF BUYER'S CHOOSING FOR THE PURPOSE OF CLOSING THIS TRANSACTION, THE LAW FIRM REPRESENTS THE BUYER ONLY AND DOES NOT REPRESENT SELLER IN THIS TRANSACTION.

CM
Seller Initials

Seller Initials

8. REPRESENTATIONS AND WARRANTIES.

8.1 *Seller Representations and Warranties.* Seller hereby represents, warrants and covenants, with the understanding that Buyer is relying on such representations and warranties and that such representations and warranties survive COE, that:

8.1.1 Seller has full right, power and authority to sell the Property to Buyer as provided in this Contract and to carry out its obligations hereunder.

8.1.2 To Seller's actual knowledge, and except as disclosed in the Title Documents, there are no leases that will be in effect as of COE, occupancy agreements, easements, licenses, or other agreements that grant third parties any possessory or usage rights to all or any part of the Property.

8.1.3 The liens and encumbrances listed in Section 1.14, if any, are the only liens and encumbrances burdening the Property and any unrecorded or undisclosed liens or encumbrances, including unpaid bills and debts that would give rise to mechanic's or statutory liens, or other attachments, shall be immediately paid in full by Seller upon notice from Buyer and Seller shall indemnify, protect, defend and hold harmless Buyer for and from any and all costs, demands, and claims related to or associated with such unrecorded or undisclosed liens or encumbrances.

8.1.4 Seller will maintain and repair the Property (and any personal property included in the sale) so that as of COE, it will be in substantially the same conditions as of the Effective Date.

8.1.5 Seller has disclosed to Buyer all material latent defects and any information concerning the Property known to Seller, which materially and adversely affect the consideration to be paid by Buyer.

8.1.6 The Property, improvements, buildings, structures, appliances, roof, plumbing, heating, and ventilation systems for the Property are in good working order and Seller owns the Property and said items free and clear of any encumbrances except those specifically stated in this Contract.

8.1.7 Seller will deliver the Property to Buyer at COE in broom clean condition free of all personal items and debris. Seller acknowledges, agrees and understands that any personal property left on the Property after COE will convey to Buyer and may be disposed of by Buyer, in Buyer's sole and absolute discretion.

Seller Initials: CM

Buyer Initials: RP

8.1.8 Seller warrants that the foregoing representations, warranties and covenants shall be true as of the date of this Contract, and as of COE and will survive COE.

8.2 *Buyer Representations and Warranties.* Buyer warrants that Buyer has the full right, power and authority to enter into this Contract.

9. **DEFAULT; REMEDIES.**

9.1 *Cure Period.* If a party fails to comply or perform under this Contract, the other party shall deliver a notice to the breaching party specifying the non-compliance (the "Cure Notice"). If the non-compliance is not cured within ten (10) calendar days after receipt of the Cure Notice (the "Cure Period"), the failure to comply shall become a breach of this Contract.

9.2 *Default by Seller.* If Seller shall breach any of the terms or provisions of this Contract prior to COE, Buyer may proceed against Seller for any claim or remedy the Buyer may have in law or equity, which includes, but is not limited to, specific performance and/or damages.

9.3 *Default by Buyer.* If Buyer breaches this Contract, Seller accepts the Deposit as Seller's sole right to damages.

9.4 *Attorneys' Fees.* In any lawsuit and arbitration proceeding involving Seller or Buyer arising or in any way relating to this Contract, the prevailing party in such lawsuit or arbitration proceeding shall be awarded its reasonable attorneys' fees whether incurred prior to or after the filing of such lawsuit or arbitration, attorneys' fees incurred to enforce this Contract, other fees, expenses and costs to enforce this Contract, litigation and arbitration costs, arbitration fees, and expert fees.

10. **NO ORAL CHANGES OR REPRESENTATIONS.** EACH PARTY ACKNOWLEDGES THAT THIS CONTRACT SETS FORTH IN FULL THE ENTIRE CONTRACT BETWEEN THE PARTIES, AND THAT SUCH PARTY HAS NOT RELIED ON ANY ORAL CONTRACT, STATEMENT, REPRESENTATION OR OTHER PROMISE THAT IS NOT EXPRESSED IN WRITING IN THIS CONTRACT. This Contract supersedes any and all prior understandings and agreements. This Contract may be amended or modified only by an agreement in writing signed by Buyer and Seller.

11. **NOTICES.** Any and all notices, demands or requests required or permitted hereunder shall be in writing and shall be effective upon personal delivery, electronic mail, or upon receipt, if deposited in the U.S. Mail, registered or certified, return receipt requested, postage prepaid, or if deposited with any commercial air courier or express service, addressed as follows:

To Seller: See Section 1.9.

To Buyer: See Section 1.9.

To Escrow Agent: See Section 1.7.

Seller Initials: CM

Buyer Initials: RP

Notices transmitted by electronic mail shall be effective upon transmission. Notices sent by U.S. Mail or by courier will be deemed effective upon the earlier of actual receipt or five (5) days after it is placed in the U.S. Mail or with the courier. Buyer, Seller, or Escrow Agent may change its address for notice by giving notice of change of address in the manner provided above. The inability to deliver because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any telephone numbers provided in this Contract are for aiding informal communications only and notices shall not be effective if provided orally.

12. MISCELLANEOUS.

12.1 *Addendum, Acknowledgements, and Additional Terms and Conditions.* All Addendum, Provisions, Acknowledgements marked in Section 1.13 are deemed part of this Contract and are incorporated herein by this reference. The Parties agree to be bound by and to perform the additional terms and conditions specified in Section 1.14.

12.2 *Assignment.* Buyer may assign this Contract or any of its rights hereunder to any person, partnership, corporation or other entity and Seller's consent to such assignment is not necessary or required. Upon assignment of this Contract by Buyer, Seller shall hereby releases and forever discharges Buyer, its officers, directors, employees, affiliates, brokers, agents, licensees, and subsidiaries from any and all claims, demands, damages, actions, causes of action, administrative claims, or suits of any kind or nature whatsoever, and particularly on account of all injuries or losses, known and unknown, to Buyer's person, property and/or finances, which may arise out of, relate to, result from or may in the future develop from this Contract and the transaction contemplated by this Contract. Seller may not assign this Contract without Buyer's written consent.

12.3 *Successors and Assigns.* This Contract shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

12.4 *Waiver.* The waiver by any party hereto of any right granted to it hereunder shall not be deemed to be a waiver of any other right granted hereunder, nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

12.5 *Severability.* If any provision of this Contract or any portion of any provision of this Contract shall be deemed to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not alter the remaining portion of such provision, or any other provision hereof, as each provision of this Contract shall be deemed severable from all other provisions hereof.

12.6 *Time is of the Essence.* **Time is of the essence with respect to the performance of all terms, conditions and provisions of this Contract.** All time periods set forth in terms of "days" refer to calendar days, unless otherwise specified as business days. Whenever notice must be given, documents delivered or an act done under this Contract on a day that is not a business day, the notice may be given, document delivered or act done on the next following business day.

Seller Initials: CM

Buyer Initials: RP

As used in this Contract, the term "business day" shall mean a date other than a Saturday, Sunday or legal holiday observed by Escrow Agent.

12.7 *Choice of Law.* This Contract shall be governed and enforced under the laws of the state where the Property is located without regard to any conflict of law provisions.

12.8 *Memorandum of Contract.* Seller agrees that Buyer may execute, acknowledge and record a memorandum of this Contract in the form attached hereto as Exhibit "B" (the "Memorandum of Contract"), and, in the event Buyer elects to execute, acknowledge and record the Memorandum of Contract, Buyer shall execute, acknowledge and deliver to Escrow Agent a notice of termination and quitclaim deed of any interest in the Property in the form attached hereto as Exhibit "C" (the "Notice of Termination"). In the event the Memorandum of Contract is delivered to Escrow Agent for purpose of recording, Escrow Agent shall record the Memorandum of Contract in the Official Records of the County upon instruction from Buyer. Escrow Agent shall, upon proper cancellation or termination of this Contract and without further instruction from the Parties, record the Notice of Termination in the Official Records of the County.

12.9 *Counterparts.* This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one instrument. The parties may execute this Contract by electronic means and may deliver their signatures by facsimile transmission or .pdf e-mail delivery, and such transmission shall effect delivery of original signatures.

13.18 *Voluntary Agreement.* The Parties affirm, acknowledge and agree that they are entering into this Contract voluntarily and have not been threatened, coerced, intimidated, or in any way pressured into signing this Contract, they have had sufficient time to reflect upon the finality of this Contract, and they have had sufficient opportunity to consult with legal, tax and financial counsel regarding this Contract. If such time has not been given, the Parties, by signing this Contract, waive any right to claim this Contract is invalid under this provision.

[SIGNATURE PAGE TO FOLLOW]

Seller Initials: CM

Buyer Initials: RP

IN WITNESS WHEREOF, Buyer and Seller have executed this Contract as of the dates written below.

APPROVED AND ACCEPTED BY SELLER on <u>10 / 29 / 2020</u> :	APPROVED AND ACCEPTED BY BUYER on <u>10 / 29 / 2020</u> :
SELLER: <u><i>CM</i></u>	BUYER: <u>Reese Pennington</u>
Name: <u>Christopher Morrell</u>	Name: <u>RHP Properties LLC</u>
Name: _____	By: <u>Reese Pennington</u>
SELLER'S SPOUSE (if applicable):	Its: <u>Member</u>
By signing below, Seller's spouse hereby consents to this Purchase Contract and Escrow Instructions and all addendums thereto.	
Printed Name: _____	
Date: _____	

Seller Initials: CM

Buyer Initials: RP

Seller Initials: CM

Buyer Initials: RP

Seller Initials: CM

Buyer Initials: RP

**SUBJECT TO ADDENDUM TO
PURCHASE CONTRACT AND ESCROW INSTRUCTIONS (the "Contract")**

Capitalized terms not expressly defined in this Addendum have the meanings given to them in the Contract.

The Parties acknowledge and agree that Buyer is acquiring the Property subject to the Seller's existing loan(s) secured by one or more deeds of trust against the Property (the "Existing Loan(s)"). This means that the Existing Loan(s) will not be paid off through Buyer's purchase of the Property. The Existing Loan(s) will remain outstanding and the deed(s) of trust securing the Existing Loan(s) will remain as liens against the Property. By purchasing the Property subject to the Existing Loans, Buyer is not assuming Seller's payment obligations on the Existing Loan(s). Seller shall remain liable and obligated for the payment of the Existing Loan(s) and the Existing Loan(s) shall remain in Seller's name. The Parties also understand, acknowledge and agree that the deed(s) of trust securing the Existing Loan(s) has a "Due on Sale" clause, which allows the lender(s) for the Existing Loan(s) to initiate a foreclosure proceeding for the Property due to the sale, transfer or conveyance of the Property from Seller to Buyer.

Prior to COE, Seller shall execute an Authorization to Release Information in favor of the Buyer to allow the Buyer to contact and obtain information from the lender(s) for the Existing Loan(s). The original Authorization to Release Information shall be undated and maintained by the Buyer. Seller authorizes Buyer to ascribe a date on Seller's behalf to the original or any copy of the Authorization to Release Information in order to meet lender requirements.

Prior to COE, Seller shall execute the following documents:

- Authorization to Release Information in favor of the Buyer to allow the Buyer to contact and obtain information from the lender(s) for the Existing Loan(s).
- Notice of Change of Address to be delivered to the lender(s) for the Existing Loan(s), which will reflect Buyer's street address, email and phone information.
- Notice of Change of Address to be delivered to any insurer providing or to provide insurance coverage for or related to the Property.
- Notice of Change of Address to be delivered to any Homeowners Association governing the Property.
- Escrow Letter containing instructions to the lender(s) of the Existing Loan(s) as to the application funds held by lender in its escrow account.

Seller Initials: CM

1

Buyer Initials: RP

- Limited Power of Attorney appointing Buyer as Seller's agent for the purpose of providing for and arranging insurance, making and accounting for mortgage payments, or any other matters that pertain to the Property.
- Seller shall execute an Assignment of Insurance Proceeds in favor of Buyer, which assigns all of Seller's right, title and interest in any insurance proceeds to be paid by any insurer for the Property to Buyer.
- The originals of the documents listed above shall be undated and maintained by the Buyer. Seller authorizes Buyer to ascribe a date on Seller's behalf to the original or any copy of the above documents in order to meet lender requirements.

Buyer, in Buyer's sole and absolute discretion, is authorized to keep and maintain any insurance in place covering the Property upon COE and to add Buyer as an additional insured under such policy or to secure new or additional insurance in the name of the Seller or Buyer. Buyer shall be named as the primary insured or additional insured on all insurance policies in effect covering the Property after COE in Buyer's sole and absolute discretion. Buyer is not hereby assuming any duty or obligation to pay for or maintain insurance for the Property. It is in Buyer's sole and absolute discretion to keep, obtain, or maintain insurance for the Property.

SELLER SHALL HOLD BUYER HARMLESS AND HEREBY RELEASES BUYER FROM ANY AND ALL LIABILITY IN THE EVENT BUYER DECIDES TO NOT KEEP, MAINTAIN OR OBTAIN INSURANCE COVERAGE FOR OR RELATED TO THE PROPERTY.

CM
Seller Initials

Seller Initials

Seller shall cooperate with Buyer and execute any and all documents Buyer or any insurance company deems necessary for Buyer to be named as primary insured or additional insured on the Property. All insurance proceeds that would otherwise be payable to the Seller for any loss occurring on the Property after COE shall be paid to Buyer and Seller hereby conveys and assigns its rights to such insurance proceeds to Buyer. Seller shall execute any and all checks or documents necessary for the insurance proceeds to be paid to Buyer in the event of a loss related to the Property.

BUYER'S REPRESENTATIONS AND WARRANTIES

In addition to Buyer's representations and warranties in the Contract, Buyer hereby represents, warrants and covenants, with the understanding that Seller is relying on such representations and warranties and that such representations and warranties survive COE, that:

Seller Initials: CM

2

Buyer Initials: RP

- Buyer is aware of and fully understands the terms of the Contract, this Addendum, and the nature of the transaction contemplated thereby.
- Buyer understands that the Property is being acquired subject to the Seller's Existing Loan(s) secured by one or more deeds of trust against the Property. This means that the Existing Loan(s) will not be paid off through Buyer's purchase of the Property. The Existing Loan(s) will remain outstanding and the deed(s) of trust securing the Existing Loan(s) will remain as liens against the Property.
- Buyer understands, acknowledges and agrees that the deed(s) of trust securing the Existing Loan(s) contain due on sale clauses, which allows the lender(s) to call the existing loan(s) upon transfer of the Property by the Seller. Foreclosure proceedings will be initiated in the event the lender(s) invoke the lender(s)' rights under the due on sale clause. Buyer understands, acknowledges, and agrees that in this event, Buyer will need to assume the existing loan(s) or pay off the existing loan(s), but is not required to do so, to avoid losing the Property to foreclosure.
- In the event Seller has not breached the Contract and the lender(s) invokes the due on sale clause, Buyer shall hold Seller harmless for any loss or damages which may occur as a result of lender(s)' foreclosure.

SELLER'S REPRESENTATIONS AND WARRANTIES

In addition to Seller's representations and warranties in the Contract, Seller hereby represents, warrants and covenants, with the understanding that Buyer is relying on such representations and warranties and that such representations and warranties survive COE, that:

- Seller is aware of and fully understands terms of the Contract, this Addendum and the nature of the transaction contemplated thereby.
- Seller will not make any statements or engage in any conduct that will cause or is likely to cause any lender(s) for the Existing Loan(s) to initiate foreclosure proceedings with respect to the Property or to take any action adverse to Buyer or Buyer's ownership of the Property.
- Seller will not make any statements or engage in any conduct that will result or is likely to result in the cancellation of any insurance for or related to the Property.
- Both during and after Seller's performance of the Contract, the Seller will, on demand of Buyer, execute and deliver any instrument, furnish any information, and/or perform any other acts reasonably necessary to carry out the provisions of the Contract and this Addendum without undue delay or expense.

Seller Initials: CM

3

Buyer Initials: RP

SELLER DISCLOSURES AND ACKNOWLEDGMENTS

CM
Seller Initials

NO FURTHER OWNERSHIP OR CONTROL. Seller understands, acknowledges, and agrees that upon close of escrow, Seller will no longer have an ownership interest in the Property and no further control over the Property.

CM
Seller Initials

NOT A LOAN. Seller understands, acknowledges, and agrees that the Contract results in the outright purchase of the Property by the Buyer and is not intended to be a loan by Buyer to Seller.

CM
Seller Initials

EXISTING LOAN(S) NOT PAID IN FULL. Seller understands, acknowledges, and agrees that the Existing Loan(s) for which Seller is the borrower, will not be paid in full as a result of this transaction.

CM
Seller Initials

CONTINUING LIABILITY ON EXISTING LOANS. Seller understands, acknowledges, and agrees that no promises have been made to by Buyer to Seller that the Existing Loan(s) will be assumed or paid off by Buyer and that upon the close of escrow, Seller will remain liable on the Existing Loan(s).

CM
Seller Initials

NO LONGER DEDUCT MORTGAGE INTEREST. Seller understands, acknowledges, and agrees that Seller cannot deduct mortgage interest paid by Buyer even though Seller may continue to receive a form 1098 for the Existing Loans.

CM
Seller Initials

FAILURE TO MAKE TIMELY PAYMENTS. Seller understands, acknowledges, and agrees that Buyer's purchase of the Property does not end or terminate Seller's obligation to make full and timely payment of the Existing Loan(s).

CM
Seller Initials

EVENT OF FORECLOSURE. Seller understands, acknowledges, and agrees that in the event the Existing Loan(s) are not paid, Seller will be subject to foreclosure proceedings and such proceedings may harm Seller's credit.

CM
Seller Initials

EXISTING LOAN(S) ON CREDIT REPORT. Seller understands, acknowledges, and agrees that the Existing Loan(s) may continue to appear on Seller's credit report and may impact or effect Seller's ability to obtain other financing or loans.

CM
Seller Initials

DUE ON SALE CLAUSE. Seller understands, acknowledges, and agrees that the deed(s) of trust for the Existing Loan(s) has a due on sale clause that

Seller Initials: CM

Buyer Initials: RP

allows the lender to initiate foreclosure proceedings for the Property, which may affect Seller's credit.

CM
Seller Initials

PROPERTY INSURANCE PROCEEDS. Seller understands, acknowledges, and agrees that any insurance proceeds related to any loss on the Property occurring after COE shall be paid to Buyer. Seller shall not be entitled to receive any insurance proceeds for any loss on the Property occurring after COE.

CM
Seller Initials

MAINTAINING PROPERTY INSURANCE. Seller understands, acknowledges, and agrees that Buyer is not assuming Seller's obligation to keep and maintain insurance for the Property, it is in Buyer's sole and absolute discretion to keep, obtain, or maintain insurance for the Property, and Seller holds Buyer harmless and releases Buyer from any and all liability in the event Buyer decides to not keep, maintain or obtain insurance coverage for or related to the Property.

CM
Seller Initials

BUYER'S OPTION TO EXECUTE QUITCLAIM DEED. Seller acknowledges and agrees that at any time after COE, Buyer may, at Buyer's sole and absolute discretion, tender a quitclaim deed to Seller subject to the Existing Loans. Buyer may, at Buyer's option, record the quitclaim deed with the county clerk or recorder's office, but is in no way obligated to do so.

CM
Sellers Initials

ACKNOWLEDGEMENT OF DISCLOSURES. Seller acknowledges and agrees that Seller has reviewed and understands the disclosures made to Seller regarding the "Subject To" sale of the Property to Buyer, that selling the Property to the Buyer is in Seller's best interest and agrees to be bound by the terms of the Contract and all addendums thereto.

Seller Initials: CM

Buyer Initials: RP

IN WITNESS WHEREOF, Buyer and Seller have executed this Subject To Addendum as of the dates written below. APPROVED AND ACCEPTED BY SELLER on <u>10 / 29 / 2020</u> : SELLER: <u></u> _____ _____	APPROVED AND ACCEPTED BY BUYER on <u>10 / 29 / 2020</u> : BUYER: <u>RHP Properties LLC</u>, an Maryland limited liability company <u>Reese Pennington</u> By: <u>Reese Pennington</u> Its: <u>Member</u>
---	--

Seller Initials: CM

Buyer Initials: RP



Audit Trail

TITLE	1730 Buena Vista Ave
FILE NAME	Form Purchase Contract.docx and 1 other
DOCUMENT ID	6f29c77aefbdc2d8cc4cea714b1deb7cd5e14b26
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	Completed

Document History

 SENT	10 / 29 / 2020 00:31:59 UTC	Sent for signature to Christopher Morrell (motomorrelli@hotmail.com) and Reese Pennington (Webuyhomesmd@gmail.com) from webuyhomesmd@gmail.com IP: 73.172.67.2
 VIEWED	10 / 29 / 2020 11:02:37 UTC	Viewed by Christopher Morrell (motomorrelli@hotmail.com) IP: 172.58.172.52
 SIGNED	10 / 29 / 2020 11:06:41 UTC	Signed by Christopher Morrell (motomorrelli@hotmail.com) IP: 172.58.172.29
 VIEWED	10 / 29 / 2020 11:13:00 UTC	Viewed by Reese Pennington (webuyhomesmd@gmail.com) IP: 73.172.67.2
 SIGNED	10 / 29 / 2020 11:14:58 UTC	Signed by Reese Pennington (webuyhomesmd@gmail.com) IP: 73.172.67.2
 COMPLETED	10 / 29 / 2020 11:14:58 UTC	The document has been completed.

Attachment: 1730 Buena Vista Ave Back up documents (3228 : Request for Lien Reduction - 1730 Buena Vista)

Addendum to Purchase Contract on

Property Address: 1730 Buena Vista Ave Daytona Beach FL 32117

Between:

RHP Properties LLC (Buyer)

And

Christopher Morrell (Seller)Date Signed 12 / 31 / 2020

Both parties agree to the following terms:

1. The closing date will be extended to Feb 28th 2021
2. All other terms will remain the same

All other terms and conditions in the Purchase Agreement shall remain the same.

ACCEPTED AND APPROVED AS TO CONTENT:

Sellers: Christopher Morrell12 / 31 / 2020

Date:

Buyers: RHP Properties LLC12 / 31 / 2020

Date:

Attachment: 1730 Buena Vista Ave Back up documents (3228 : Request for Lien Reduction - 1730 Buena Vista)



Audit Trail

TITLE	1730 Buena Vista Ave Extension
FILE NAME	Contract Addendum.docx
DOCUMENT ID	9f1ae502f8e71b485deb51ee91ad13216689197d
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	☑ Completed

Document History

 SENT	12 / 31 / 2020 16:43:54 UTC	Sent for signature to Christopher Morrell (motomorrelli@hotmail.com) and Reese Pennington (webuyhomesmd@gmail.com) from webuyhomesmd@gmail.com IP: 68.33.223.23
 VIEWED	12 / 31 / 2020 16:47:35 UTC	Viewed by Christopher Morrell (motomorrelli@hotmail.com) IP: 172.58.173.43
 SIGNED	12 / 31 / 2020 16:48:17 UTC	Signed by Christopher Morrell (motomorrelli@hotmail.com) IP: 172.58.175.157
 VIEWED	12 / 31 / 2020 17:00:59 UTC	Viewed by Reese Pennington (webuyhomesmd@gmail.com) IP: 68.33.223.23
 SIGNED	12 / 31 / 2020 17:01:25 UTC	Signed by Reese Pennington (webuyhomesmd@gmail.com) IP: 68.33.223.23
 COMPLETED	12 / 31 / 2020 17:01:25 UTC	The document has been completed.

Attachment: 1730 Buena Vista Ave Back up documents (3228 : Request for Lien Reduction - 1730 Buena Vista)



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

**City Commission
Ordinance**

MEETING DATE: March 9, 2021
FROM: Brian Walker
SUBJECT: **FIRST READING - an Ordinance of the City of Holly Hill, Volusia County Florida, Annexing by Voluntary Petition Approximately 1.45 Acres Identified as Parcel Numbers 4242-31-01-0270 and 4242-31-01-0280 Contiguous to the City of Holly Hill; Redefining Boundaries of the City of Holly Hill to Include Said Property and the Adjacent Rights-Of-Way of North Nova Road and Old Kings Road; Directing the City Clerk to File the Ordinance with the Clerk of the Circuit Court, with the Chief Administrative Officer of Volusia County and with the Department of State; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.**
NUMBER: (ID # 3231)
APPLICANT: Brian Walker
PLANNER:

INTRODUCTION:

This request is to annex two parcels totaling approximately 1.45 acres, located approximately 500 feet south of Flomich Street between N Nova Road and Old Kings Road. The parcels abut one another and are more specifically known as 1529 Old Kings Road and 1860 N Nova Road. This application precedes a comprehensive plan amendment (CPA-2021-03) and a Rezone (Z-2021-03).

BACKGROUND:

The subject parcels are located approximately 500 feet south of Flomich Street between N Nova Road and Old Kings Road. (Refer to location map.) The parcels are developed commercially with a fence sales business and a car lot. The applicant has submitted a petition for voluntary annexation.

DISCUSSION:

Florida Statutes Section 171.044 present the requirements for voluntary annexation. The parcels are contiguous to the city limit. Both parcels are under common ownership. The annexation will result in a city limit that is reasonably compact and does not create an enclave. Therefore, the request meets the statutory requirements.

This request precedes a request for a comprehensive plan amendment and rezone. The proposed

comprehensive plan map amendment will request General Commercial future land use, and the proposed rezone will be to CC-1 (Corridor Commercial), which is consistent with the abutting property in the City of Holly Hill.

FINANCIAL IMPACTS:

No financial impacts are expected other than a minor increase in taxable value.

BOARD OF PLANNING AND APPEALS RECOMMENDATION:

At its regular meeting on March 1, 2021, the Board of Planning and Appeals voted unanimously to recommend approval of the petition to annex the properties known as 1529 Old Kings Road and 1860 N Nova Road.

RECOMMENDATION:

Recommend the City Commission annex two parcels totaling approximately 1.45 acres, along with the adjacent rights of way, located approximately 500 feet south of Flomich Street between N Nova Road and Old Kings Road, and more specifically known as 1529 Old Kings Road and 1860 N Nova Road.

ATTACHMENTS:

- Exhibit A - Legal Description (PDF)
- Exhibit B - Property Map (PDF)
- Aerials (PDF)
- PA Information Sheets (PDF)
- Survey (PDF)
- Location of County Property with Respect to City Property (PDF)

Ordinance No. (ID # 3231)

FIRST READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY FLORIDA, ANNEXING BY VOLUNTARY PETITION APPROXIMATELY 1.45 ACRES IDENTIFIED AS PARCEL NUMBERS 4242-31-01-0270 AND 4242-31-01-0280 CONTIGUOUS TO THE CITY OF HOLLY HILL; REDEFINING BOUNDARIES OF THE CITY OF HOLLY HILL TO INCLUDE SAID PROPERTY AND THE ADJACENT RIGHTS-OF-WAY OF NORTH NOVA ROAD AND OLD KINGS ROAD; DIRECTING THE CITY CLERK TO FILE THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT, WITH THE CHIEF ADMINISTRATIVE OFFICER OF VOLUSIA COUNTY AND WITH THE DEPARTMENT OF STATE; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY FLORIDA, ANNEXING BY VOLUNTARY PETITION APPROXIMATELY 1.45 ACRES IDENTIFIED AS PARCEL NUMBERS 4242-31-01-0270 AND 4242-31-01-0280 CONTIGUOUS TO THE CITY OF HOLLY HILL; REDEFINING BOUNDARIES OF THE CITY OF HOLLY HILL TO INCLUDE SAID PROPERTY AND THE ADJACENT RIGHTS-OF-WAY OF N NOVA ROAD AND OLD KINGS ROAD; DIRECTING THE CITY CLERK TO FILE THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT, WITH THE CHIEF ADMINISTRATIVE OFFICER OF VOLUSIA COUNTY AND WITH THE DEPARTMENT OF STATE; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Joseph Jaquish, owner of the real property described herein; and

WHEREAS, the owner filed, pursuant to Florida Statue 171.044, a petition for voluntary annexation of said property as described in Attachment A into the municipal limits of the City of Holly Hill; and

WHEREAS, the City Commission of the City of Holly Hill, has determined all of the property which is proposed to be annexed into the City of Holly Hill is within an

unincorporated area of Volusia County, is contiguous to the City of Holly Hill, and is reasonably compact; and

WHEREAS, the map attached hereto as Exhibit B shows the property which is proposed to be annexed into the City of Holly Hill; and

WHEREAS, Exhibit “A” is the legal description of the property which is proposed to be annexed into the City of Holly Hill.

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, based upon the above findings, hereby annexes into the City of Holly Hill by voluntary petition the following described property:

LEGAL DESCRIPTION: See Attached Exhibit “A”.

(Tax Parcel Numbers 4242-31-01-0270 AND 4242-31-01-0280 and the adjacent rights-of-way of N Nova Road and Old Kings Road)

SECTION 2. The City of Holly Hill city boundary is hereby amended to incorporate the above described property.

SECTION 3. That within seven (7) days of the adoption of this Ordinance, the City Clerk shall file a copy of said Ordinance with the Clerk of the Court, with the Chief Administrative Officer of Volusia County, and with the Department of State.

SECTION 4. That upon approval on first reading, the City Clerk is hereby directed to publish the Notice of Annexation required by Section 171.044(2), Florida Statutes, at least once each week for two (2) consecutive weeks in a newspaper of general circulation in the City of Holly Hill.

SECTION 5. 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 6. That all ordinances made in conflict with this Ordinance are hereby repealed.

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

APPROVED AND AUTHENTICATED on this 9th day of MARCH, 2021 for first reading.

ATTACHMENT "A"
LEGAL DESCRIPTION

Parcel No. 424231010280 and Parcel No. 424231010270

Lot 28 and the Southerly 25 feet of an unnumbered parcel lying Northerly of Lot 28; and the Northerly 15 feet of Lot 27; and the Northerly 25 feet of Lot 8; and that part of Lot 7, Block 1, Larson Subdivision, as recorded in Map Book 11, Page 252, of the Public Records of Volusia County, Florida, lying Westerly of Nova Road (S.R. 415), excepting therefrom any said property lying within the former 100 foot right of way of Nova Road and further excepting that part of the property deeded to the Florida Department of Transportation in that Deed recorded in Official Records Book 3723, at Page 4557, of the Public Records of Volusia County, Florida. This parcel contains 36521.37 square feet, more or less.

And

The Southerly 85 feet of Lot 27; and that part of Lots 8 and 9 West of State Road 415, lying between the North and South lines of the Southerly 85 feet of Lot 27, extended, Block 1, LARSEN, according to the plat thereof recorded in Map Book 11, Page 252, Public Records of Volusia County, Florida, less and except that portion Deeded to the State of Florida, Department of Transportation in Official Records Book 3640, page 1717, Public Records of Volusia County, Florida. This parcel contains 26512.37 square feet, more or less.

MYER LAND SURVEYING

Incorporated

Michael M. Myer, Professional Surveyor and Mapper

Bachelor of Land Surveying, University of Florida

Phone 386 255-6304

myerlandsurveying@gmail.com

Description for parcels combination

Parcel No. 42423101280 and Parcel No. 42423101270

Lot 28 and the Southerly 25 feet of an unnumbered parcel lying Northerly of Lot 28; and the Northerly 15 feet of Lot 27; and the Northerly 25 feet of Lot 8; and that part of Lot 7, Block 1, Larson Subdivision, as recorded in Map Book 11, Page 252, of the Public Records of Volusia County, Florida, lying Westerly of Nova Road (S.R. 415), excepting therefrom any said property lying within the former 100 foot right of way of Nova Road and further excepting that part of the property deeded to the Florida Department of Transportation in that Deed recorded in Official Records Book 3723, at Page 4557, of the Public Records of Volusia County, Florida. This parcel contains 36521.37 square feet, more or less.

And

The Southerly 85 feet of Lot 27; and that part of Lots 8 and 9 West of State Road 415, lying between the North and South lines of the Southerly 85 feet of Lot 27, extended, Block 1, LARSEN, according to the plat thereof recorded in Map Book 11, Page 252, Public Records of Volusia County, Florida, less and except that portion Deeded to the State of Florida, Department of Transportation in Official Records Book 3640, page 1717, Public Records of Volusia County, Florida. This parcel contains 26512.37 square feet, more or less.

Description prepared by:



Michael M. Myer, PSM SL4006

Property Location Map

AERIAL MAPS

1529 Old Kings Rd.



1680 N Nova Road



Attachment: Aerials (3231 : Annexation - 1860 N. Nova Rd. and 1529 Old Kings Rd.)

Home	Search ▼	Downloads	Exemptions	Agriculture	Maps	Tangible	Links	Contact
------	----------	-----------	------------	-------------	------	----------	-------	---------

Summary**Land & Agriculture****Bldg(s) - Residential****Bldg(s) - Commercial****Misc Improvements****Bldg(s) - Sketch****Values****Permits****Map****Pictometry**

Altkey: 3194799
JAQUISH JOSEPH P

Parcel ID: 424231010280
1860 N NOVA RD , DAYTONA BEACH

Parcel

Short Parcel Id 424231010280
Property Location 1860 N NOVA RD, DAYTONA BEACH, 32117
PC Code 2700 - AUTO SALES
Total Bldgs 2
Neighborhood 7250 - NOVA RD - HOLLY HILL
Business Name
Homestead Property No

Primary Owner

Owner JAQUISH JOSEPH P
DOUGLAS W POWELL SR
In Care Of
Mailing Address 1152 LANDERS ST
ORMOND BEACH FL 32174

All Owners

#	Owner 1	Owner 2	Owner %	Owner Type(s)
0	JAQUISH JOSEPH P	DOUGLAS W POWELL SR	100	O - O

Legal

Millage Group 200-UNINCORPORATED - NORTHEAST
Legal Description N 25 FT OF LOT 8 W OF ST RD 415 & N 15 FT OF LOT 27 & LOT 28 BLK 1 LARSEN SUB MB 11 PG 252 & INC S 25 FT OF UNPLATTED PART ADJ ON N EXC PT IN RD PER DB 558 PG 350 PER OR 1824 PG 1925 & EXC PT FOR RD WIDNG BEING E 19.77 FT PER OR 4554 PG 2427
Map TWP-RNG-SEC 14 - 32 - 42
Subdivision-Block-Lot 31 - 01 - 0280
Date Created 26-DEC-81
Year Annexed

Special Assessment

Project #	Description	Units	Rate	Amount
5030	VOLUSIA COUNTY STORMWATER	2.85	\$72.00	\$205.20

Sales

Book/Page	Instr Type	Inst #	Sale Date	V/I	Sale Price
4554 / 2427	WD-WARRANTY DEED	2000090644	05/15/2000	I	\$210,000
4417 / 4064	QC-QUIT CLAIM DEED	1999066893	03/15/1999	I	\$1
1824 / 1925	WD-WARRANTY DEED		03/15/1976	I	\$35,000

County Links

Property Tax Bill [CLICK HERE](#)
Link to Permits [CLICK HERE](#)

Other Links

Google Street Address [CLICK HERE](#)
Bing Maps [CLICK HERE](#)

1 of 1

[Return to Search Results](#)**Actions**

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Reports

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[Proposed Tax Notice](#)

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Attachment: PA Information Sheets (3231 : Annexation - 1860 N. Nova Rd. and 1529 Old Kings Rd.)

Home	Search ▼	Downloads	Exemptions	Agriculture	Maps	Tangible	Links	Contact
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Summary

Land & Agriculture

Bldg(s) - Residential

Bldg(s) - Commercial

Misc Improvements

Bldg(s) - Sketch

Values

Permits

Map

Pictometry

Altkey: 3194781
JAQUISH JOSEPH

Parcel ID: 424231010270
1529 OLD KINGS RD , DAYTONA BEACH

Parcel

Short Parcel Id 424231010270
Property Location 1529 OLD KINGS RD, DAYTONA BEACH, 32117
PC Code 4000 - VACANT INDUS
Total Bldgs 0
Neighborhood 7250 - NOVA RD - HOLLY HILL
Business Name
Homestead Property No

Primary Owner

Owner JAQUISH JOSEPH
In Care Of
Mailing Address 1152 LANDERS ST
ORMOND BEACH FL 32174

All Owners

#	Owner 1	Owner 2	Owner %	Owner Type(s)
0	JAQUISH JOSEPH		100	O - O

Legal

Millage Group 200-UNINCORPORATED - NORTHEAST
Legal Description S 85 FT OF LOT 27 & THAT PT OF LOTS 8 & 9 W OF RD 415 LYING BETWEEN N & S/LS OF S 85 FT OF LOT 27 EXTENDED BLK 1 LARSEN SUB MB 11 PG 252 PER OR 2216 PG 901 EXC PT FOR RD WIDENING BEING E 19.77 FT PER OR 4563 PG 464
Map TWP-RNG-SEC 14 - 32 - 42
Subdivision-Block-Lot 31 - 01 - 0270
Date Created 26-DEC-81
Year Annexed

Sales

Book/Page	Instr Type	Inst #	Sale Date	V/I	Sale Price
4563 / 0464	WD-WARRANTY DEED	2000107884	06/15/2000	V	\$79,500
2216 / 0901	WD-WARRANTY DEED		11/15/1980	V	\$100

County Links

Property Tax Bill CLICK HERE
Link to Permits CLICK HERE

Other Links

Google Street Address CLICK HERE
Bing Maps CLICK HERE

1 of 1

Return to Search Results

Actions

Neighborhood Sales
Printable Summary
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Last Updated: 23/Sep/2019

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Attachment: PA Information Sheets (3231 : Annexation - 1860 N. Nova Rd. and 1529 Old Kings Rd.)

Boundary Survey

GENERAL LEGEND:

A/C Air conditioning pad
 A/U Aerial utilities
 ACLRR Atlantic Coastline Railroad
 CALC Calculation
 CB Catch basin
 CL Centerline
 Ⓞ Cleanout
 CM Concrete monument
 CONC Concrete
 Ⓢ Cable riser
 Ⓢ Cable TV service
 Ⓢ Delta
 ° Degree
 DESC Description
 Doc Document
 E(LY) East(ery)
 Ⓢ Electric meter
 EMT Electrical metal tubing
 FD Found
 FLD Field
 FPC Florida Power Corporation
 FPLS Florida Professional Land Surveyor
 Ⓢ Fire Hydrant
 Ⓢ Gas VALVE
 Ⓢ Guy Anchor
 Ⓢ Electric Service
 IP Iron pipe
 L Arc length
 LB Licensed business
 MB Mailbox
 N(LY) North(ery)
 RLS Registered land surveyor
 NAVD North American Vertical Datum
 NGVD National Geodetic Vertical Datum
 R/W Right of Way
 PC Point of curve
 PCP Permanent control point
 POB Point of beginning
 POC Point of commencement
 PT Point of tangent
 R&C Rod and cap
 REC Recovered
 S(LY) South(ery)
 Ⓢ Storm manhole
 Ⓢ Sign
 Ⓢ Telephone service
 Ⓢ Radius
 Ⓢ Typical
 Ⓢ Utility pole
 Ⓢ Utility services
 Ⓢ Well
 W(LY) West(ery)
 Ⓢ Water meter
 Ⓢ Water spigot
 Ⓢ Water valve
 Ⓢ Light Pole

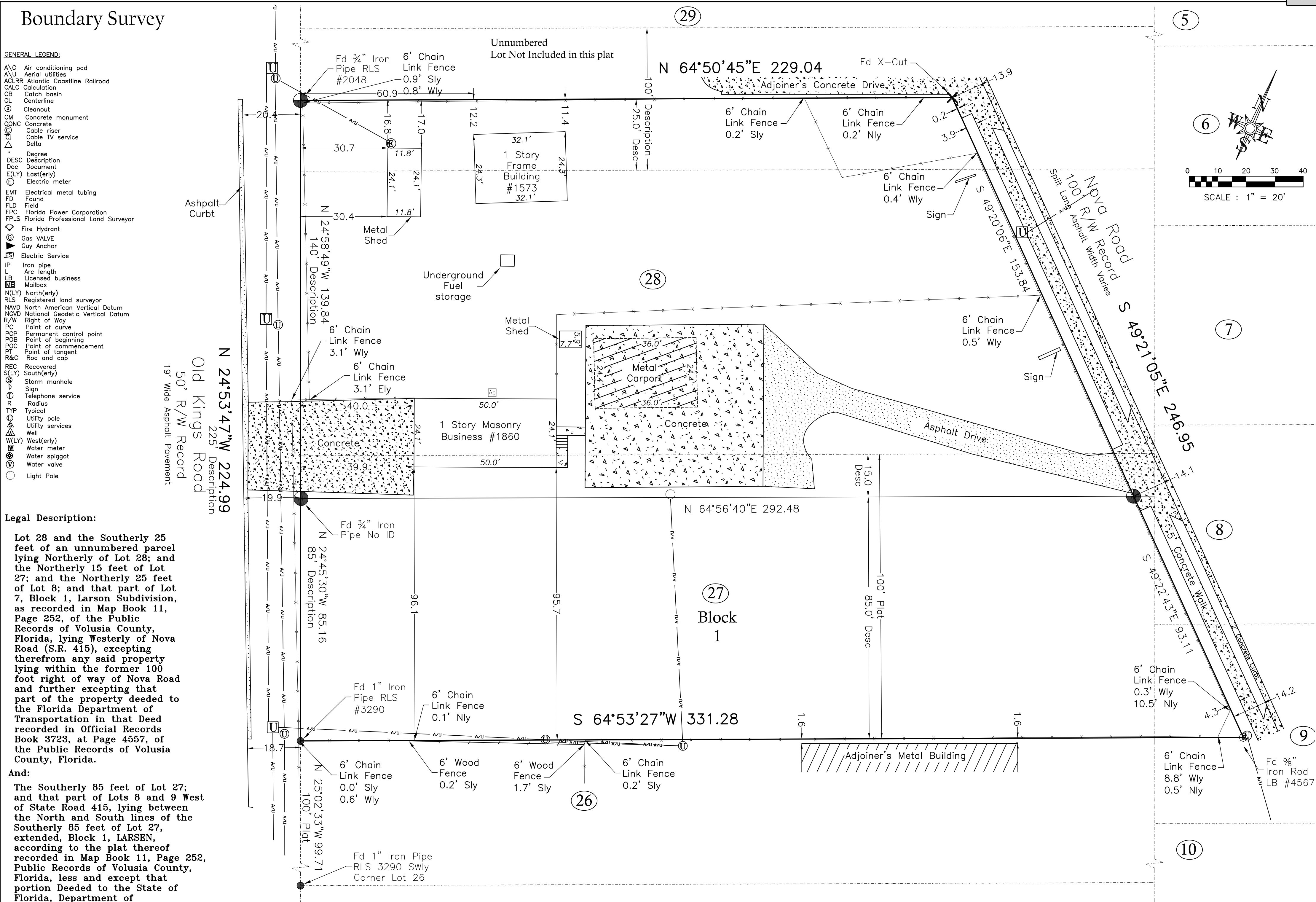
Legal Description:

Lot 28 and the Southerly 25 feet of an unnumbered parcel lying Northerly of Lot 28; and the Northerly 15 feet of Lot 27; and the Northerly 25 feet of Lot 8; and that part of Lot 7, Block 1, Larson Subdivision, as recorded in Map Book 11, Page 252, of the Public Records of Volusia County, Florida, lying Westerly of Nova Road (S.R. 415), excepting therefrom any said property lying within the former 100 foot right of way of Nova Road and further excepting that part of the property deeded to the Florida Department of Transportation in that Deed recorded in Official Records Book 3723, at Page 4557, of the Public Records of Volusia County, Florida.

And:

The Southerly 85 feet of Lot 27; and that part of Lots 8 and 9 West of State Road 415, lying between the North and South lines of the Southerly 85 feet of Lot 27, extended, Block 1, LARSEN, according to the plat thereof recorded in Map Book 11, Page 252, Public Records of Volusia County, Florida, less and except that portion Deeded to the State of Florida, Department of Transportation in Official Records Book 3640, page 1717, Public Records of Volusia County, Florida

N 24°53'47"W 224.99
 225' Description
 Old Kings Road
 50' R/W Record
 19' Wide Asphalt Pavement



GENERAL NOTES:

1. The field survey was completed 1/11/21.
2. Bearing Basis is assumed: N24°53'47"E along the Easterly right of way of Old Kings Road.
3. Dimensions shown are feet and decimals thereof.
4. Only visible utilities were located.
5. Dimensions are feet and decimals thereof.
6. No title search has been performed by or provided to Myer Land Surveying.

MICHAEL M. MYER, FL PSM LS4006
 MYER LAND SURVEYING, INC., LICENSED BUSINESS #6877
 (Not valid unless signed and embossed with surveyor's seal and/or stamped with a digital signature badge.)

This Boundary Survey is exclusively
 prepared for the benefit of:
 Joseph Jaquish

MYER LAND SURVEYING, INC.
 LICENSED BUSINESS #6877
 MICHAEL M. MYER #LS 4006
 PROFESSIONAL LAND SURVEYOR
 316 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
 386 255-6304 Phone MyerLandSurveying@gmail.com

SCALE 1" = 20'	DRAWN ALH/AJS	CHECKED MMM	DATE 1/25/2021
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Subject Property Location Abutting CC-1 Zoned Property in Holly Hill





City Commission

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

7.A.a

Meeting: 03/09/21 06:00 PM

Department: City Clerk

Category: City Manager Comments

Prepared By: Valerie Manning

Initiator: Valerie Manning

Sponsors:

CITY MANAGER COMMENTS (ID # 3238)

DOC ID: 3238

JAG Grant FY 2019-2020 Allocation of Funds

DISCUSSION:

In compliance with State of Florida Rule 11D-9, F.A.C., the City of Holly Hill approves the distribution of \$144,648.00 of Federal Fiscal Year 2019/2020 Edward Byrne Memorial Justice Assistance Grant (JAG) Countywide Program for the following projects within Volusia County.

County of Volusia - Stewart Marchman Act Healthcare - Adult Drug Court Program
\$144,648.00.

FISCAL ANALYSIS:

This item is neither an expenditure or a revenue and has no budgetary impact to the city.

STAFF RECOMMENDATION:

Informational purposes only.

COMMISSION GOAL:

N/A

MOTION:

No action required; City Manager's comments.



Community Assistance

February 24, 2021

City of Holly Hill
Joseph Forte, City Manager
1065 Ridgewood Ave.
Holly Hill, FL 32117

Dear Joseph Forte, City Manager:

Volusia County previously recommended for FY 19/20 that the Edward Byrne Memorial Justice Assistance Grant (JAG) County-wide funds through Florida Department of Law Enforcement (FDLE) be allocated to two nonprofit agencies, SMA Healthcare, Inc. and the House Next Door. Due to program constraints, Volusia County is recommending that the House Next Door FY 19/20 funding is re-allocated to SMA Healthcare, Inc. as the House Next Door continues to expend FY 18/19 funding.

Grant regulations require approval of the funding distribution by the majority of all local governments within the county. *Two original letters* are required for submission from the county along with an application from each contractor. Attached is a sample letter certifying your city approves of the recommended allocation of funds to SMA Healthcare, Inc.

To comply with submission requirements, please complete the following:

1. Copy or re-type the attached sample letter onto your city's letterhead
2. Each letter must be signed and dated by the Chief Elected Official; the Mayor
3. Return **TWO original letters** to the County of Volusia, Division of Community Assistance, Attention: Antoinette Hartsfield, 110 West Rich Avenue, DeLand, FL 32720

Due to submission deadline constraints, we are requesting that the ***two original letters*** be returned by **March 11, 2021**. If you anticipate a delay in executing and returning the letters, please contact me at (386)736-5955 extension # 12962 or email at ahartsfield@volusia.org. Thank you for your assistance in this matter.

Respectfully,

Antoinette Hartsfield

Antoinette Hartsfield
Administrative Coordinator II

CC:

110 West Rich Avenue • Deland, FL 32720-4213
Tel: 386-736-5955 • Fax: 386-740-5112

www.volusia.org

Attachment: Volusia County Memo for JAG Grant FY2019-2020 Allocation of Funds (3238 : JAG Grant FY 2019-2020 Allocation of Funds)

February 23, 2021

Mr. Clyde Smith, FCCM
 Government Operations Consultant I
 Florida Department of Law Enforcement
 Office of Criminal Justice Grants
 PO BOX 1489
 Tallahassee, FL 32302

Dear Mr. Smith:

In compliance with State of Florida Rule 11D-9, F.A.C., the City of Holly Hill approves the distribution of \$144,648 of Federal Fiscal Year 2019/20 Edward Byrne Memorial Justice Assistance Grant (JAG) County-wide program for the following projects within Volusia County.

Sub-award Recipient	Contractor & Title of Project	Amount
County of Volusia	SMA Healthcare, Inc. - Adult Drug Court Program	\$144,648
	Total	\$144,648

Sincerely,

 Honorable Mayor Chris Via
 City of Holly Hill

 Date