

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • APRIL 25, 2023

City Commission Chamber

Regular City Commission Meeting

6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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



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 - April 11, 2023 Workshop and April 11, 2023 Regular City Commission Meeting

(Requested by Valerie Manning, City Clerk)

4. CONSENT AGENDA - ITEMS (1 - 3)

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

- 1. Resolution -2023-R-24 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Piggyback of Volusia County Contract 22-B-41Ho, Approving the Proposal from Inliner Solutions, LLC in the Amount of \$158,798, and Authorizing the City Manager to Execute the Same; and Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

- 2. Resolution -2023-R-25 A Resolution of the City of Holly Hill, Florida, Authorizing the City Manager to Execute a Contract Renewal to Piggyback the Agreement with the City of Jacksonville for Foreclosure and Vacant Land Registrations with Prochamps, 6300 North Wickham Road, Suite 130-172, Melbourne, FL 32940; Providing for Implementing Administrative Actions; Providing for Conflicts; Providing for Severability; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

- 3. Volusia County - JAG FY21-22 Grant Funding - FOR INFORMATIONAL PURPOSES ONLY

(Requested by Valerie Manning, City Clerk)

5. REGULAR AGENDA

- 1. Bus Bench Agreement with Creative Outdoor Advertising (COA)

(Requested by Joseph Forte, City Manager)

- 2. Request for a Lien Reduction - 1609 Ridgewood Avenue

(Requested by Joseph Forte, City Manager)

3. Request for Lien Reduction - 1574 Hammock Drive
(Requested by Joseph Forte, City Manager)

6. PUBLIC HEARINGS - NONE

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

7. COMMUNICATIONS

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

8. ADJOURNMENT

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

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



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



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

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



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

3.1

**City Commission
Agenda Item**

MEETING DATE: April 25, 2023
FROM: Valerie Manning
SUBJECT: Minutes - April 11, 2023 Workshop and April 11, 2023 Regular City
Commission Meeting
NUMBER: (ID # 4101)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the April 11, 2023 workshop and regular City Commission meeting.

MOTION:

Approve as submitted by staff.

- Minutes - April 11, 2023 - Regular City Commission meeting (PDF)
- Minutes - April 11, 2023 - Workshop (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • APRIL 11, 2023

City Commission Chamber

Regular City Commission Meeting

6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

a. Roll Call

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

b. Invocation by City Commissioner Penny Currie

Commissioner Currie led the invocation.

c. Pledge of Allegiance

Mayor Via led the Pledge of Allegiance to the flag.

2. PRESENTATION

1.

Retirement Proclamation - Daren Weeks - Recognizing and Honoring Over 36 Years of Dedicated Service to the City of Holly Hill

(Requested by Valerie Manning, City Clerk)

RESULT: NO VOTE NEEDED



3. PUBLIC COMMENTS

The following individual spoke to the Mayor and City Commissioners:

Dawn Bolin, Holly Hill.

4. APPROVAL OF MINUTES

1.

Attachment: Minutes - April 11, 2023 - Regular City Commission meeting (4101 : Minutes)

Minutes - March 28, 2023 - Regular City Commission Meeting

(Requested by Valerie Manning, City Clerk)

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

Enacted and approved this 11th day of April, 2023, in Holly Hill



5. **CONSENT AGENDA - ITEM (1)**

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

1. **-2023-R-23 Resolution**

A Resolution of the City of Holly Hill, Florida, Approving a Piggyback of Volusia County Master Agreement 81570350-1 with La Tour Enterprises, Dba Economy Electric Company for Electrical Repairs for the Public Works Department, Establishing a Not to Exceed Cost of \$50,000 Annually through the Expiration of the Master Agreement; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

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

RESOLUTION

2023-R-23

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING A PIGGYBACK OF VOLUSIA COUNTY MASTER AGREEMENT 81570350-1 WITH LA TOUR ENTERPRISES, DBA ECONOMY ELECTRIC COMPANY FOR ELECTRICAL REPAIRS FOR THE PUBLIC WORKS DEPARTMENT, ESTABLISHING A NOT TO EXCEED COST OF \$50,000 ANNUALLY THROUGH THE EXPIRATION OF THE MASTER AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING A PIGGYBACK OF VOLUSIA COUNTY MASTER AGREEMENT 81570350-1 WITH LA TOUR ENTERPRISES, DBA ECONOMY ELECTRIC COMPANY FOR ELECTRICAL REPAIRS FOR THE PUBLIC WORKS DEPARTMENT, ESTABLISHING A NOT

TO EXCEED COST OF \$50,000 ANNUALLY THROUGH THE EXPIRATION OF THE MASTER AGREEMENT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Volusia County has an active master agreement with La Tour Enterprises, dba Economy Electric Company for electrical maintenance; and

WHEREAS, La Tour Enterprises, dba Economy Electric Company has extensive experience working on industrial electrical repairs for the City of Holly Hill; and

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

WHEREAS, staff recommend a Not to Exceed cost be established with La Tour Enterprises, dba Economy Electric Company in an amount not to exceed \$50,000 annually.

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 approves the piggyback of Volusia County Master Agreement #81570350-1 with La Tour Enterprises, dba Economy Electric Company.

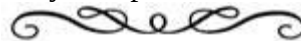
SECTION 2: That the City Commission of the City of Holly Hill establishes a not to exceed cost in the amount of \$50,000 annually through the expiration of the master agreement 81570350-1 with La Tour Enterprises, dba Economy Electric Company, and authorizes the City Manager to execute the same.

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

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Commission.

APPROVED AND AUTHENTICATED on this 11th day of APRIL, 2023.

Enacted and approved this 11th day of April, 2023, in Holly Hill



6. REGULAR AGENDA - NONE
7. PUBLIC HEARINGS - NONE
8. COMMUNICATIONS

A. City Manager Comments

Mr. Forte mentioned that he got good direction from the workshop.

B. City Attorney Comments

None.

C. City Commission Comments

The Mayor and Commissioners all enjoyed the Easter Egg event that took place at City Hall and the quarterly Chamber breakfast this morning at the Riviera hearing Police Chief Miller's report.

Commissioner Johnson thanked everyone for coming to the ribbon cutting at the Volusia Sports Center last week; great turnout and he will be attending the TPO meeting out of town.

Commissioner Penny reminded everyone about the upcoming events at Pictona and the Paddle Battle this Saturday; the Car Show will be on April 29th at City Hall.

D. Mayor's Comments

Mayor Via enjoyed hearing the report from Chief Miller this morning at the Chamber breakfast; very proud of our Police Department.

9. ADJOURNMENT

The meeting adjourned at approximately 6:15 PM.



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • APRIL 11, 2023

City Commission Chamber

Work Session

5:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

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	

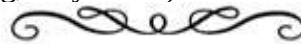
2. SUNRISE PARK NORTH IMPROVEMENTS SUMMARY

The Mayor and Commissioners and staff went over the summary list with cost estimates. They did not place these in the order they would like to see them completed at this time. They did agree that the installation of institutional irrigation system, resod with St. Augustine, and a restroom attendant full-time post October 1st can be at the top of the list. ***(A copy of the spreadsheet is available in the City Clerk's Office or available online within the agenda packet)***

1.

Sunrise Park North Improvements Summary

(Requested by Valerie Manning, City Clerk)



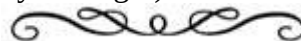
3. BROAD DISCUSSION ON VARIOUS ITEMS

Mr. Forte showed the Mayor and Commissioners a couple of examples for the memorial and ECHO plaque that he has been working on. There was ***consensus*** to choose the last two examples. *(Available in the City Clerk's Office)*

1.

Broad Discussion on Items

(Requested by Joseph Forte, City Manager)



4. DIRECTION ON THE FUTURE OF THE CRA BEYOND 2026

Mr. Forte was given direction from the Mayor and City Commissioners to move forward with extending the time frame of the CRA beyond 2026. Mr. Forte mentioned that a consultant would get hired to spearhead the community sessions with the public for various times and locations when that time comes.

1.

Direction on the Future of the CRA Beyond 2026

(Requested by Valerie Manning, City Clerk)

**5. ADJOURNMENT**



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

**City Commission
Resolution**

MEETING DATE: April 25, 2023
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Piggyback of Volusia County Contract 22-B-41Ho, Approving the Proposal from Inliner Solutions, LLC in the Amount of \$158,798, and Authorizing the City Manager to Execute the Same; and Providing for Severability; and Providing for an Effective Date.
NUMBER: 2023-R-24
APPLICANT:
PLANNER:

DISCUSSION:

In multiple areas throughout the City, there are stormwater pipes that are of need of rehabilitation due to their age and condition. Many of the pipes in need of rehabilitation are corrugated metal pipes that have rusted over the years, with the bottoms of the pipes often having completely deteriorated. The following lists locations where pipes need to be lined in order to continue to function as stormwater conveyance pipes:

<u>Location</u>	<u>From</u>	<u>To</u>	<u>Length in feet</u>	<u>Size</u>
2 nd Street	Burleigh Ave	Riverside Dr	432'	15"
Riverside Dr/Granada	SW Corner	Halifax River	80'	12"
1714 Riverside Dr	WS	Halifax River	103'	15"
Burleigh Ave	NW Corner	2nd Street	23'	12"
10 Street	PW Yard S	Canal	530'	24"
8th Street	Carswell Ave	State Ave	225'	24"

Maps of these areas are included as Exhibits A and B.

Volusia County has an active contract with Inliner Solutions, LLC, for pipelining services. The agreement with Volusia County complete with pricing is attached as Exhibit C. Staff recommends that the City piggyback this bid for the lining of the stormwater pipes in Holly Hill, FL. The proposal from Inliner Solutions, LLC and all price sheets are attached as Exhibits D and E. Prices quoted are consistent with Volusia County Contract 22-B-41HO with Inliner Solutions, LLC.

Current City of Holly Hill Purchasing Manual:

Policy 2.39 Other Government Entities' Contracts.

The City may utilize (piggy-back) any other government entity's open contract that

have been competitively bid and awarded to the low responsive, responsible bidder meeting the specifications, in accordance with City Purchasing regulations. The City may also piggyback off U.S. General Services Administration, GSA Contracts. When another entity's contracts is to be utilized, a copy of that contract shall be forwarded to the Finance Department for review and evaluation to determine if it meets the City's requirement regarding competitive bidding and award.

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

FISCAL ANALYSIS:

The proposal received from Inliner Solutions, LLC is in the amount of \$155,798. Funding for these repairs were approved in the fiscal year 2021-2022 budget and carried over into the current year budget in the amount of \$275,000 under General Ledger Account 461-8110-580-6300, Project 22-SW-06.

STAFF RECOMMENDATION:

That the City Commission approve the piggyback of Volusia County Contract 22-B-41HO, approve the proposal from Inliner Solutions, LLC in the amount of \$158,798, and authorize the City Manager to execute the same.

COMMISSION GOAL:

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

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

MOTION:

APPROVE THE PIGGYBACK OF VOLUSIA COUNTY CONTRACT 22-B-41HO, APPROVE THE PROPOSAL FROM INLINER SOLUTIONS, LLC IN THE AMOUNT

OF \$158,798, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit C - 22-B-41HO_ Recommendation of Award.ascap (PDF)
- Exhibits A & B FY22-23 Pipe Lining (PDF)
- Exhibit D - Holly Hill Quote 04.06.2023 (PDF)
- Exhibit E - Inliner Solutions, LLC - All Price Sheets (9) (PDF)

Resolution No. 2023-24

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF VOLUSIA COUNTY CONTRACT 22-B-41HO, APPROVING THE PROPOSAL FROM INLINER SOLUTIONS, LLC IN THE AMOUNT OF \$158,798, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF VOLUSIA COUNTY CONTRACT 22-B-41HO, APPROVING THE PROPOSAL FROM INLINER SOLUTIONS, LLC IN THE AMOUNT OF \$158,798, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there are identified multiple areas within the City of Holly Hill where stormwater pipes are failing; and

WHEREAS, Volusia County has an active Contract Number 22-B-41HO with Inliner Solutions, LLC to provide for pipelining; and

WHEREAS, Inliner Solutions, LLC has submitted a proposal in the amount of \$158,798.00 to reline stormwater pipes in identified areas throughout the City; and to the City of Holly Hill that is consistent with their awarded contract with Volusia County not to exceed \$158,798.00 to reline the stormwater pipes; and

WHEREAS, The proposal received from Inliner Solutions, LLC has pricing consistent with their Volusia County awarded Contract 22-B-41HO.

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

SECTION 1. The City desires to have the stormwater pipes in various areas of the City of Holly Hill lined.

SECTION 2. Volusia County has an active Contract with Inliner Solutions, LLC. for the lining of pipes.

SECTION 3. Inliner Solutions, LLC has submitted proposals in an amount not to exceed \$158,798.00 for this project.

SECTION 4. The City desires to piggyback Volusia County Bid Number 22-B-41HO for the Stormwater Pipe Lining in various locations in Holly Hill, FL.

SECTION 5. 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 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 25th day of APRIL, 2023.



ALL PROPOSALS ACCEPTED BY THE COUNTY OF VOLUSIA ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY RESPONDENTS MAY BE REJECTED AND MAY HAVE NO FORCE AND EFFECT. SOLICITATION BID DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE CLOSING DATE AND TIME. ALL OTHER PROPOSALS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, IS HEREBY REJECTED AS LATE.

Recommendation of Award

Bid Number: 22-B-41HO
 Bid Title: Pipe Lining and Rehabilitation of Stormwater Structures
 Opening Date: 6/29/2022 3:00 p.m.

	Atlantic Pipe Services, LLC 1420 Martin Luther King Jr. Blvd. Sanford, FL 32771 Allan Cagle 407-792-1360	Hinterland Group, Inc 5580 State Road 524 Cocoa, FL 32926 Chase Rogers 321-633-7066	Inliner Solutions, LLC* 2531 Jewett Lane Sanford, FL 32771 Daniel Banken 407-472-0014	LMR Construction, Inc. 997 Dawes Road Frostproof, FL 33843 Luis Montanez 863-635-4651	Shenandoah General Construction, LLC 1888 NW 22nd Street Pompano Beach, FL 33069 Daniel DiMura 954-975-0098	Vortex Services, LLC 5910 Hartford Street Tampa, FL 33619 Patrick G. LeClair 813-626-0700 NON-RESPONSIVE**
RICIPP Point Repair, Purchase and Install	\$396,850 \$384,944.50*	No Bid	No Bid	\$359,450.00	No Bid	
RICIPP Lining - Purchase & Install Repair length 0-1000 ft.	\$47,830 \$46,395.10*	\$36,419.00	\$36,043 \$34,961.71*	\$41,295.00	\$35,440.75	
Rehabilitation of Concrete Masonry	\$69.00 \$66.93*	\$36.00	\$44.00 \$42.68*	No Bid	No Bid	
Stormwater By-pass Pumping	\$9,250 \$8,972.50*	\$3,800.00	\$5,850 \$5,674.50*	\$2,450.00	\$400.00	
Maintenance of Traffic	\$7,850 \$7,614.50*	\$24,600.00	\$7,275 \$7,056.75	\$32,700.00	12,900.00	

*Local Preference Applied

Opened by: Heidi Ott, Purchasing Analyst II & Meghan Chestnut, Purchasing Analyst II

Tabulated by: Heidi Ott, Purchasing Analyst II

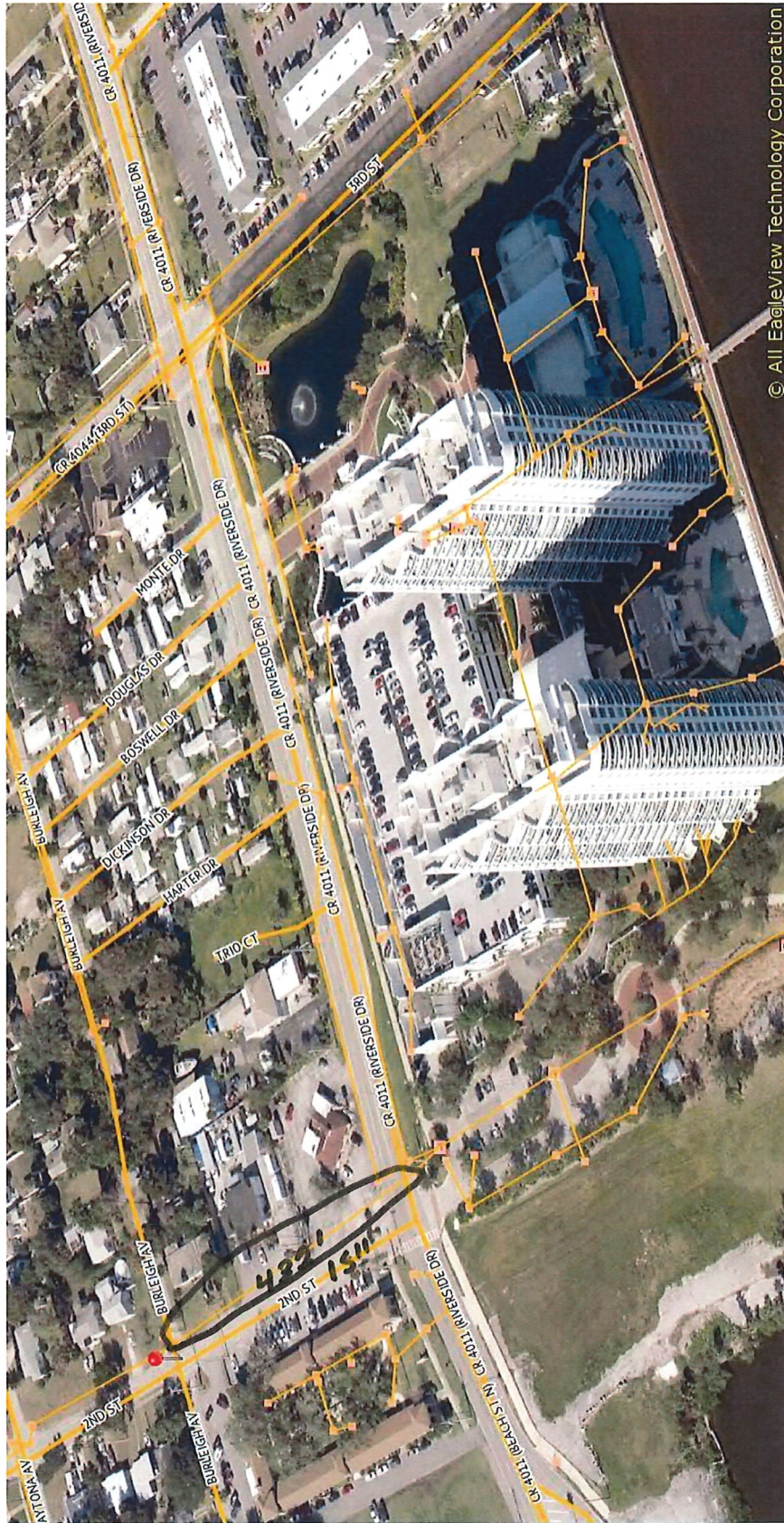
Recommendation of Award (ROA): LMR is lowest responsive and responsible bidder including Point Repair Services
 Inliner Solutions – lowest responsive and responsible bidder for all services excluding Point Repair Services.

* Vortex Services deemed non-responsive due to failure to provide pricing for Stormwater By-pass Pumping.

County Council: September 20, 2022

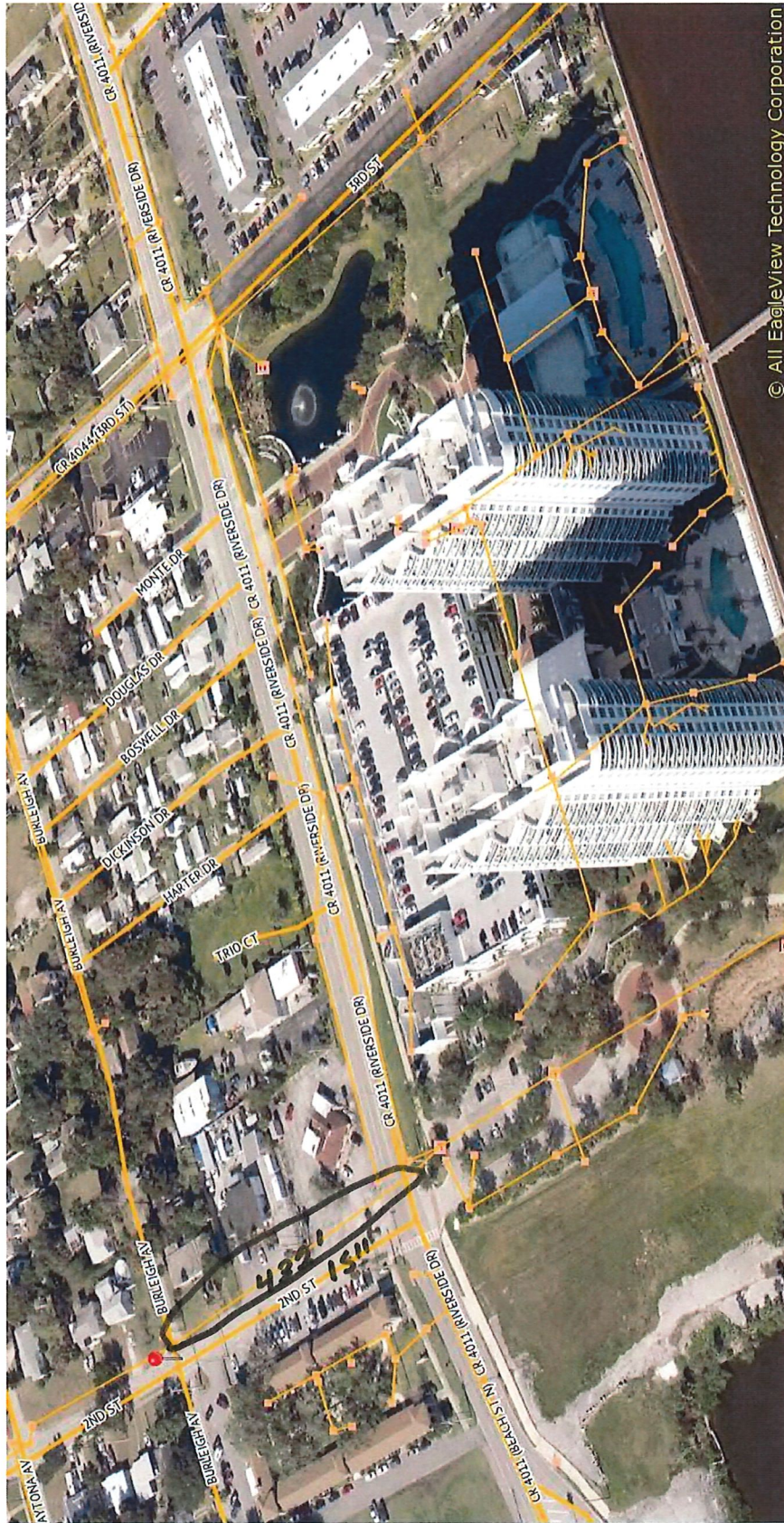
Approved by: Pamela Wilsky
 Pam Wilsky, NIGP-CPP, CCPB, CPPO
 Director of Purchasing and Contracts

Burleigh/2nd Street To E River



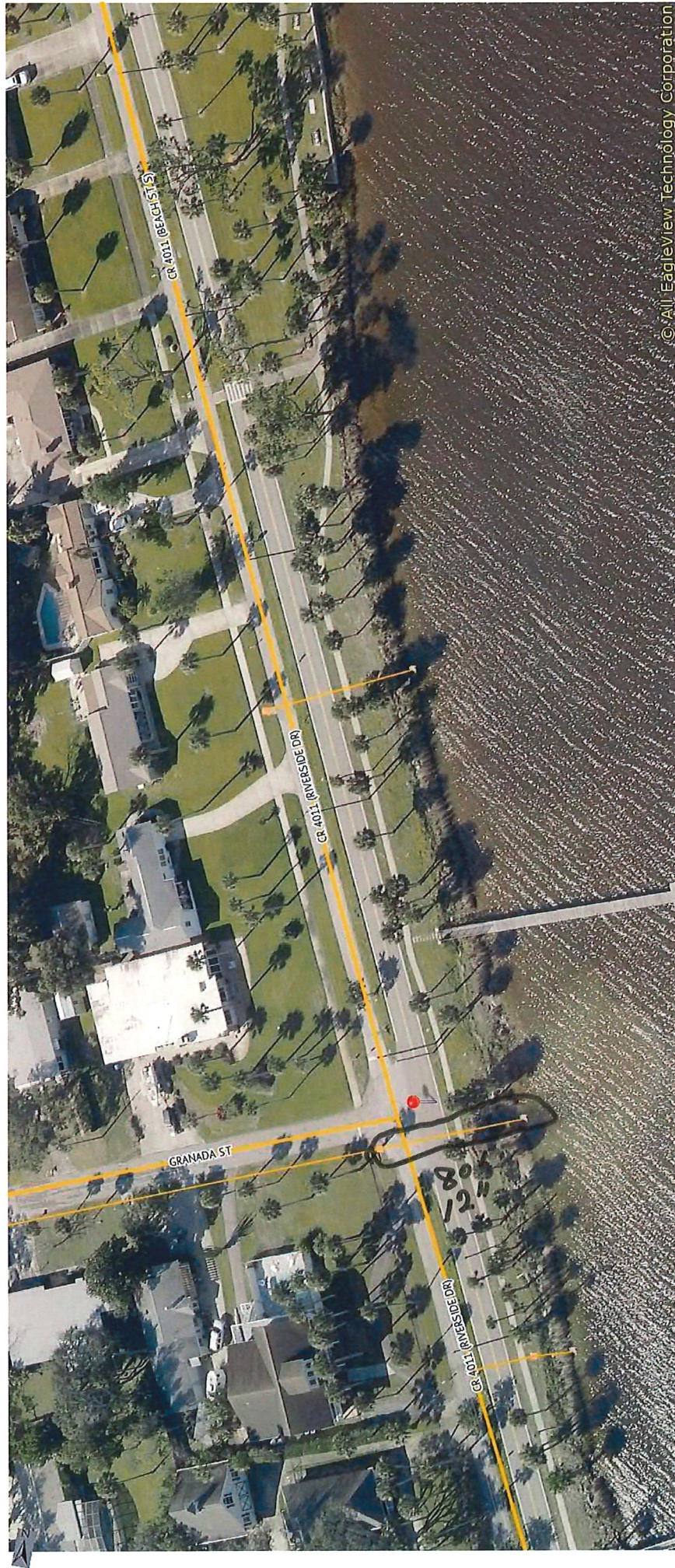
© All EagleView Technology Corporation

Burleigh/2nd Street To E River

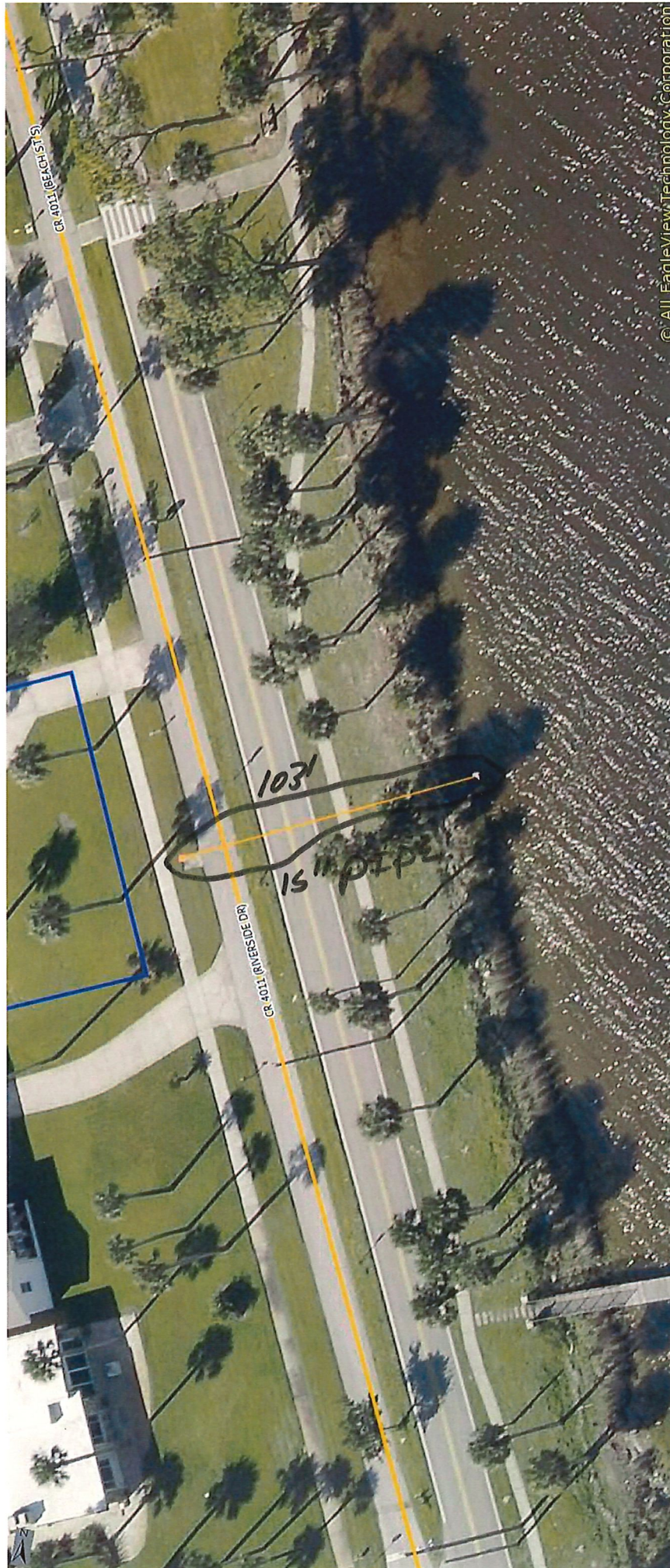


1/30/2022

Riverside Drive and Granada Street



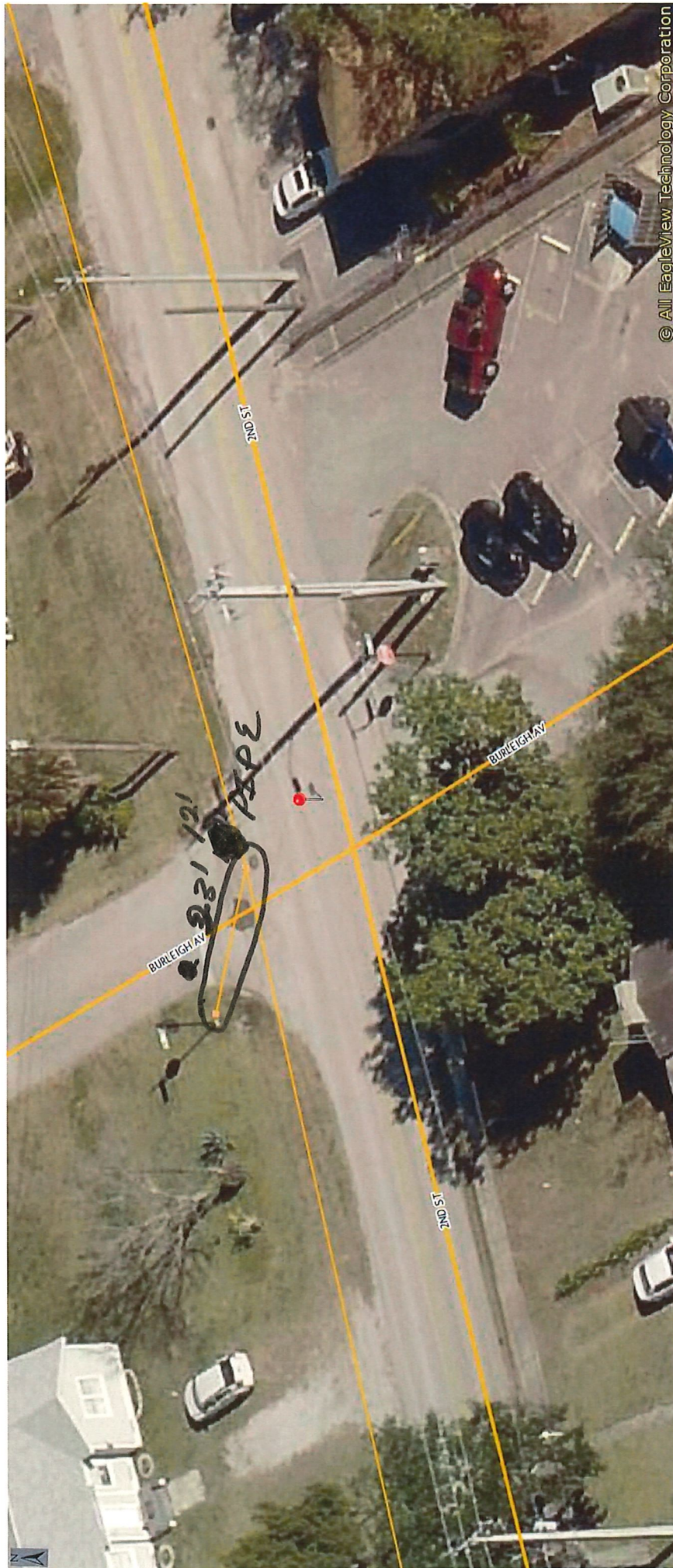
1714 Riverside Dr



© All EagleView Technology Corporation

1/29/2022

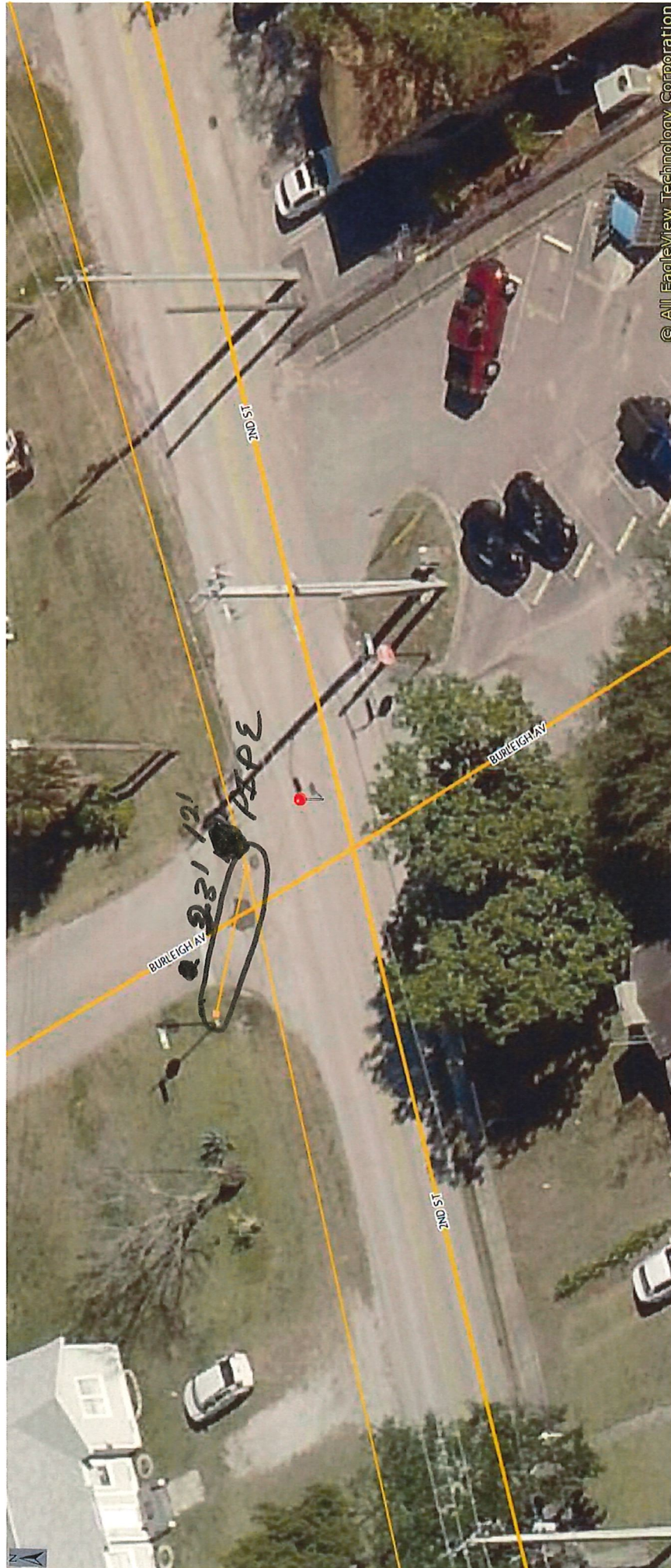
2nd Street & Burleigh Ave



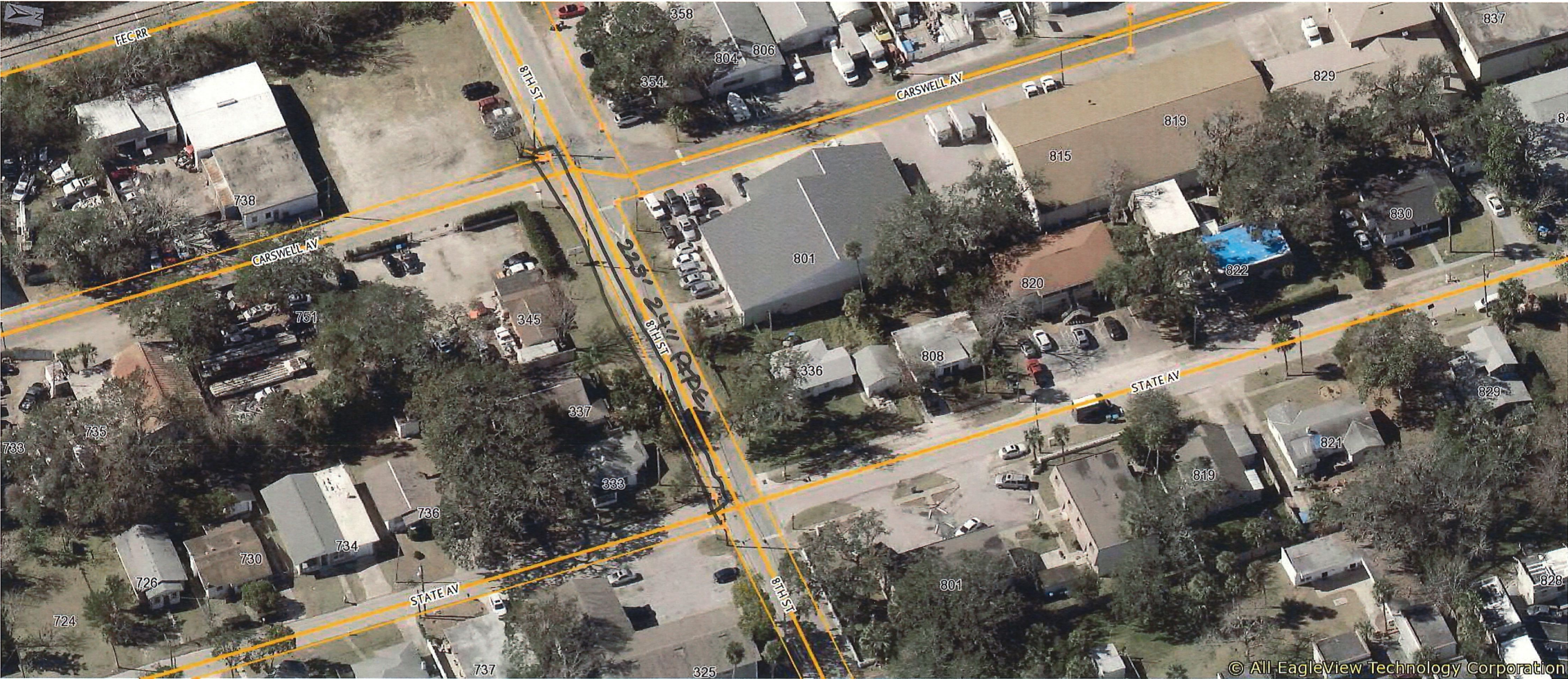
10th Street Pipe



2nd Street & Burleigh Ave



8th Street Carswell to State





PROPOSAL

DATE: April 6, 2023

SUBMITTED TO: City of Holly Hill
453 LPGA Blvd.
Holly Hill, FL 32117

Attention: Antoine Khoury, PE

JOB LOCATION: Various

We propose hereby to furnish material and labor-complete in accordance with specifications below, for the sum of
One Hundred Fifty-Eight Thousand Seven Hundred Ninety-Eight Dollars and No Cents (\$158,798.00)

Payment terms - 100% within thirty (30) days upon completion and acceptance.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance. Note: This proposal may be withdrawn by us if not accepted within thirty (30) days.

We hereby submit specifications and estimates as follows:

Inliner Solutions, LLC shall supply all equipment, materials and labor to perform the work as follows:

DESCRIPTION	QTY	UNIT	PRICE	TOTAL
12" Diameter 0' to 100' Unit Price 2' to 4' Pipe Cover	103	LF	\$ 72.00	\$ 7,416.00
12" Diameter 101' to 500' Unit Price 0' to 2' Pipe Cover	102	LF	\$ 60.00	\$ 6,120.00
15" Diameter 101' to 500' Unit Price 2' to 4' Pipe Cover	431	LF	\$ 72.00	\$ 31,032.00
24" Diameter 101' to 500' Unit Price 2' to 4' Pipe Cover	265	LF	\$ 135.00	\$ 35,775.00
24" Diameter 501' to 1000' Unit Price 2' to 4' Pipe Cover	523	LF	\$ 110.00	\$ 57,530.00
MOT Light Traffic - 2 lane road - 1 lane operation	9	DAY	\$ 375.00	\$ 3,375.00
Stormwater By Pass Pumping Low Volume Pumping	9	DAY	\$ 1,950.00	\$ 17,550.00
				\$ -
				\$ -
				\$ -
			TOTAL	\$158,798.00

NOTES:

- Pricing based on pricing contained in contract between Inliner and Volusia County
- Inliner to be installed as per ASTM & manufacturer's specifications.
- Payment shall be based on actual field measurements from center of inlet to center of outlet.
- This proposal is subject to Pre-TV inspection indicating the line conditions is acceptable in installation of Inliner
- Price quoted does not include point repairs if required prior to installing Inliner.
- Contractor shall furnish Owner with a Final Inspection (Digital) of the rehabilitated sewer(s)

Signature

Daniel Banken, Area Director

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance

Authorized Signature

Inliner Solutions, LLC - Price Sheets 22-B-41HO

RICIPP Point and Repair, Purchase and Install

RICIPP Point and Repair, Purchase and Install	Price for 3' Length of Repair
LF of 12 in. Diameter Pipe	\$0.00
LF of 15 in. Diameter Pipe	\$0.00
LF of 18 in. Diameter Pipe	\$0.00
LF of 21 in. Diameter Pipe	\$0.00
LF of 24 in. Diameter Pipe	\$0.00
LF of 30 in. Diameter Pipe	\$0.00
LF of 36 in. Diameter Pipe	\$0.00
LF of 42 in. Diameter Pipe	\$0.00
LF of 48 in. Diameter Pipe	\$0.00
LF of 54 in. Diameter Pipe	\$0.00
LF of 60 in. Diameter Pipe	\$0.00

Total

Maintenance of Traffic

Day - Light Traffic - 2 lane road - 1 lane operation	\$375.00
Day - Heavy Traffic - 2 lane road - 1 lane operation	\$700.00
Day - Light Traffic - 3 + lane road - Work in One (1) l	\$1,200.00
Day - Heavy Traffic - 3+ lane road - Work in One (1)	\$1,500.00
Day - Close Road - Short Detour	\$1,700.00
Day - Close Road - Long Detour	\$1,800.00

Total \$7,275.00

RICIPP FL Lining - Purchase & Install Repair length 0 - 1000 feet

Description	Unit Price for 0' to 2' Pipe Cover
RICIPP - LF- Lining - Purchase & Install Repair length 0 - 100 feet	
12 in Diameter Pipe	\$72.00
RICIPP -LF- Lining - Purchase & Install Repair length 0 - 100 feet	
15 in Diameter Pipe	\$83.00
RICIPP - LF-Lining - Purchase & Install Repair length 0 - 100 feet	
18 in Diameter Pipe	\$100.00
RICIPP - LF- Lining - Purchase & Install Repair length 0 - 100 feet	
21 in Diameter Pipe	\$135.00
RICIPP - LF- Lining - Purchase & Install Repair length 0 - 100 feet	
24 in Diameter Pipe	\$150.00

RICIPP - LF-Lining - Purchase & Install Repair length 0 - 100 feet 30 in Diameter Pipe	\$180.00
RICIPP - LF-Lining - Purchase & Install Repair length 0 - 100 feet 36 in Diameter Pipe	\$240.00
RICIPP - LF- Lining - Purchase & Install Repair length 0 - 100 feet 42 in Diameter Pipe	\$300.00
RICIPP - LF- Lining - Purchase & Install Repair length 0 - 100 feet 48 in Diameter Pipe	\$400.00
RICIPP - LF- Lining - Purchase & Install Repair length 0 - 100 feet 54 in Diameter Pipe	\$450.00
RICIPP - LF- Lining - Purchase & Install Repair length 0 - 100 feet 60 in Diameter Pipe	\$560.00
RICIPP -LF- Lining - Purchase & Install Repair length 101 - 500 feet 12 in Diameter Pipe	\$60.00
RICIPP -LF- Lining - Purchase & Install Repair length 101 - 500 feet 15 in Diameter Pipe	\$72.00
RICIPP -LF- Lining - Purchase & Install Repair length 101 - 500 feet 18 in Diameter Pipe	\$90.00
RICIPP -LF- Lining - Purchase & Install Repair length 101 - 500 feet 21 in Diameter Pipe	\$115.00
RICIPP -LF- Lining - Purchase & Install Repair length 101 - 500 feet 24 in Diameter Pipe	\$135.00
RICIPP -LF- Lining - Purchase & Install Repair length 101 - 500 feet 30 in Diameter Pipe	\$150.00
RICIPP -LF- Lining - Purchase & Install Repair length 101 - 500 feet 36 in Diameter Pipe	\$220.00
RICIPP -LF- Lining - Purchase & Install Repair length 101 - 500 feet 42 in Diameter Pipe	\$275.00
RICIPP -LF- Lining - Purchase & Install Repair length 101 - 500 feet 48 in Diameter Pipe	\$350.00
RICIPP -LF- Lining - Purchase & Install Repair length 101 - 500 feet 54 in Diameter Pipe	\$400.00

RICIPP -LF- Lining - Purchase & Install Repair length 101 - 500 feet 60 in Diameter Pipe	\$500.00
RICIPP -LF- Lining - Purchase & Install Repair length 501 -1000 feet 12 in Diameter Pipe	\$50.00
RICIPP -LF- Lining - Purchase & Install Repair length 501 -1000 feet 15 in Diameter Pipe	\$60.00
RICIPP -LF- Lining - Purchase & Install Repair length 501 -1000 feet 18 in Diameter Pipe	\$75.00
RICIPP -LF- Lining - Purchase & Install Repair length 501 -1000 feet 21 in Diameter Pipe	\$100.00
RICIPP -LF- Lining - Purchase & Install Repair length 501 -1000 feet 24 in Diameter Pipe	\$110.00
RICIPP -LF- Lining - Purchase & Install Repair length 501 -1000 feet 30 in Diameter Pipe	\$125.00
RICIPP -LF- Lining - Purchase & Install Repair length 501 -1000 feet 36 in Diameter Pipe	\$180.00
RICIPP -LF- Lining - Purchase & Install Repair length 501 -1000 feet 42 in Diameter Pipe	\$225.00
RICIPP -LF- Lining - Purchase & Install Repair length 501 -1000 feet 48 in Diameter Pipe	\$300.00
RICIPP -LF- Lining - Purchase & Install Repair length 501 -1000 feet 54 in Diameter Pipe	\$350.00
RICIPP -LF- Lining - Purchase & Install Repair length 501 -1000 feet 60 in Diameter Pipe	\$500.00

Total

Polyethylene Pipe Lining, Purchase and Install

Polyethylene Pipe Lining, Purchase and Install	Length of Repair for 0' - 100'
12" in Diameter Pipe	\$0.00
15" in Diameter Pipe	\$0.00
18" in Diameter Pipe	\$0.00
21" in Diameter Pipe	\$0.00
24" in Diameter Pipe	\$0.00
30" in Diameter Pipe	\$0.00
36" in Diameter Pipe	\$0.00
42 in Diameter Pipe	\$0.00

48" in Diameter Pipe	\$0.00
54" in Diameter Pipe	\$0.00
60" in Diameter Pipe	\$0.00

Total**Rehabilitation of Concrete Masonry**

Description	Price
Cost per Square Foot	\$44.00

Total \$44.00**Stormwater By Pass Pumping**

Day - Low Volume Pumping	\$1,950.00
Day - Low Volume Pumping	\$3,900.00

Total \$5,850.00

Price for 5' of Length of Repair	Price for 10' Length of Repair	Total
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
		\$0.00

et

Unit Price for 2' to 4' Pipe Cover	Unit Price for 4' to 6' Pipe Cover	Unit Price for 6' to 8' Pipe Cover
\$72.00	\$72.00	\$72.00
\$83.00	\$83.00	\$83.00
\$100.00	\$100.00	\$103.00
\$135.00	\$135.00	\$135.00
\$150.00	\$150.00	\$155.00

\$183.00	\$183.00	\$187.00
\$248.00	\$248.00	\$251.00
\$300.00	\$308.00	\$315.00
\$400.00	\$400.00	\$415.00
\$450.00	\$450.00	\$465.00
\$560.00	\$560.00	\$570.00
\$60.00	\$60.00	\$60.00
\$72.00	\$72.00	\$72.00
\$90.00	\$90.00	\$93.00
\$115.00	\$115.00	\$115.00
\$135.00	\$135.00	\$140.00
\$150.00	\$150.00	\$154.00
\$220.00	\$220.00	\$223.00
\$275.00	\$283.00	\$290.00
\$350.00	\$350.00	\$365.00
\$400.00	\$400.00	\$415.00

\$500.00	\$500.00	\$510.00
\$50.00	\$50.00	\$50.00
\$60.00	\$60.00	\$60.00
\$75.00	\$75.00	\$78.00
\$100.00	\$100.00	\$100.00
\$110.00	\$110.00	\$115.00
\$125.00	\$125.00	\$129.00
\$180.00	\$180.00	\$183.00
\$225.00	\$228.00	\$240.00
\$300.00	\$300.00	\$315.00
\$350.00	\$350.00	\$365.00
\$500.00	\$500.00	\$510.00

Length of Repair for 101' to 500'	Length of Repair for 501' to 1000'	Total
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00

\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
		\$0.00

Unit Price for 8' to >10' P Total

\$72.00	\$360.00
\$83.00	\$415.00
\$103.00	\$506.00
\$135.00	\$675.00
\$155.00	\$760.00

\$187.00	\$920.00
\$251.00	\$1,238.00
\$315.00	\$1,538.00
\$415.00	\$2,030.00
\$465.00	\$2,280.00
\$570.00	\$2,820.00
\$60.00	\$300.00
\$72.00	\$360.00
\$93.00	\$456.00
\$115.00	\$575.00
\$140.00	\$685.00
\$154.00	\$758.00
\$223.00	\$1,106.00
\$290.00	\$1,413.00
\$365.00	\$1,780.00
\$415.00	\$2,030.00

\$510.00	\$2,520.00
\$50.00	\$250.00
\$60.00	\$300.00
\$78.00	\$381.00
\$100.00	\$500.00
\$115.00	\$560.00
\$129.00	\$633.00
\$183.00	\$906.00
\$240.00	\$1,158.00
\$315.00	\$1,530.00
\$365.00	\$1,780.00
\$510.00	\$2,520.00
	\$36,043.00



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

**City Commission
Resolution**

MEETING DATE: April 25, 2023
FROM: Valerie Manning
SUBJECT: A Resolution of the City of Holly Hill, Florida, Authorizing the City Manager to Execute a Contract Renewal to Piggyback the Agreement with the City of Jacksonville for Foreclosure and Vacant Land Registrations with Prochamps, 6300 North Wickham Road, Suite 130-172, Melbourne, FL 32940; Providing for Implementing Administrative Actions; Providing for Conflicts; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2023-R-25
APPLICANT:
PLANNER:

DISCUSSION:

The piggyback contract with the City of Jacksonville and Property Registration Champions, LLC for registry of foreclosed/abandoned properties expired on September 30, 2020.

On September 8, 2022 the Jacksonville's City's Professional Services Evaluation Committee and the Mayor approved to exercise the first renewal option to extend the Contract term through September 30, 2023, with two (2) renewal options remaining.

Prochamps will continue to provide the service of registering foreclosed and vacant properties in the city, which will allow the Code Enforcement Officer the ability to identify property owners to address code violations on private property.

Last Fiscal Year the City of Holly Hill had received \$13,272.00 in revenue from Prochamps. This fiscal year, so far, the city has received \$3,928.00 in revenue.

FISCAL ANALYSIS:

There is no cost associated with the agreement. The City receives funds as a result of the registrations that are entered into the Prochamps system at a cost to the property owner.

STAFF

RECOMMENDATION:

That the City Commission approve the Resolution and renewal piggyback contract with Prochamps.

COMMISSION**GOAL:**

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

MOTION:

APPROVING THE RENEWAL PIGGYBACK AGREEMENT WITH PROPERTY REGISTRATION CHAMPIONS, LLC (PROCHAMPS) AND AUTHORIZE THE CITY MANAGER TO EXECUTE SAID AGREEMENT.

ATTACHMENTS:

- Jacksonville & Prochamps Agreement (PDF)
- COHH & Prochamps Piggyback Agreement - April 2023 (PDF)
- Jacksonville & Prochamps - Amendment No. 1 2022 (PDF)

Resolution No. 2023-25

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT RENEWAL TO PIGGYBACK THE AGREEMENT WITH THE CITY OF JACKSONVILLE FOR FORECLOSURE AND VACANT LAND REGISTRATIONS WITH PROCHAMPS, 6300 NORTH WICKHAM ROAD, SUITE 130-172, MELBOURNE, FL 32940; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT RENEWAL TO PIGGYBACK THE AGREEMENT WITH THE CITY OF JACKSONVILLE FOR FORECLOSURE REGISTRATIONS WITH PROCHAMPS, 6300 NORTH WICKHAM ROAD, SUITE 130-172, MELBOURNE, FL 32940; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill desires to enter into a like contract with PROCHAMPS, under the same terms and applicable conditions as that prior agreement entered into by the City of Jacksonville, FL; and

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

WHEREAS, the City of Holly Hill desires to continue to retain the services of PROCHAMPS, in accordance with the pricing established in the City of Jacksonville, FL contract the purpose of registering foreclosed and vacant properties; and

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

WHEREAS, the City Commission of the City of Holly Hill now desires to (i) authorize and approve the form of the renewal contract between the City of Jacksonville and PROCHAMPS, any exhibits attached thereto, and any other related documents and, (ii) the

execution and delivery of the documents and (iii) provide additional limited general authority effective September 8, 2022 through September 30, 2023, with two (2) renewal options remaining; and

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

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

WHEREAS, PROCHAMPS, has previously entered into a contract with the City of Jacksonville, FL to provide these services on August 18, 2020 (attached) and has renewed its contract with the City of Jacksonville, FL effective November 5, 2020 through September 30, 2025, with no renewal options remaining, with all other provisions, terms, and conditions of said contract remaining unchanged and shall continue in full force (attached).

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

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

SECTION 2. DEFINITIONS. As used herein:

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

SECTION 3. FINDINGS AND AWARDS.

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

(b). It is in the best interest of City and its inhabitants to contract with Prochamps, 6300 North Wickham Road, Suite 130-172, Melbourne, FL 32940.

SECTION 4. AUTHORIZATION OF CONTRACT. The forms of the scope of services and contract documents attached hereto, or as may be required to be modified are hereby approved.

SECTION 5. SEVERABILITY. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

SECTION 6. CONFLICTS. All resolutions of the City or parts thereof in conflict herewith, if any, are hereby repealed to the extent of such conflict.

SECTION 7. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 25th day of APRIL, 2023.

70495-21

**SERVICES CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**
(Foreclosure Property Registration Database)

THIS SERVICES CONTRACT is made and entered into on this 5 day of ~~October~~ ^{Nov.} 2020 but shall be effective as of October 1, 2020 (the "**Effective Date**"), by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida (the "**City**"), and **PROPERTY REGISTRATION CHAMPIONS, LLC**, a Florida Limited Liability Company, doing business as PROCHAMPS ("**Contractor**").

RECITALS

WHEREAS, the City issued a Request for Proposal No. P-33-20 (the "**RFP**") for certain services described in the RFP (the "**Services**"); and

WHEREAS, based on Contractor's response to the RFP dated August 18, 2020, consisting of forty-four (44) pages (the "**Response**"), the City has negotiated and awarded this Contract to Contractor; and

WHEREAS, on September 18, 2020 the City's Professional Services Evaluation Committee and Mayor approved an award to Contractor for the provision of Services as described in the Response and the scope of services attached hereto as **Attachment A** (the "**Scope of Services**").

NOW, THEREFORE, in consideration of the mutual premises and covenants and for other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation by Reference.** The above stated recitals are true and correct and, by this reference, are made a part hereof and are incorporated herein. Any exhibit or attachment to this Contract that is referenced in this Contract, is, by this reference, made a part of this contract and is incorporated herein.
2. **Performance of Services.** Contractor agrees to perform the Services as specified in the RFP, the Response, and the Scope of Services.
3. **Compensation.** The City will pay the Contractor for the Services in accordance with the RFP and the price sheet attached hereto as **Attachment B**.
4. **Maximum Indebtedness.** As required by Section 106.431, *Ordinance Code*, the City's

maximum indebtedness, for all products and services under this Contract shall be a fixed monetary amount not-to-exceed Zero and No/100 (\$0.00). All payments to Contractor under this Contract are contingent upon the existence of lawfully appropriated funds for the Contract.

5. Term. The term of this Contract shall commence on the Effective Date and shall continue for a two (2) year period, unless sooner terminated by either party in accordance with the terms of the RFP. The City may renew this Agreement for up to three (3) additional one (1) year terms in accordance with the RFP.
6. Contract Documents. This Contract consists of the following documents which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:
 - This Contract, as modified by any subsequent signed amendments
 - Any amendments to the RFP
 - Specific Information regarding the RFP (Section 1 of the RFP)
 - Description of Services and Deliverables (Section 4 of the RFP)
 - General Instructions (Section 2 of the RFP)
 - General Terms and Conditions of Agreement (Section 3 of the RFP)
 - Any Purchase Order under the Contract
 - The Response, provided that any terms in the Response that are prohibited under the RFP shall not be included in this Contract.
7. Notices. All notices under this Contract shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to the City:

City of Jacksonville
Housing and Community Development Division
214 North Hogan Street, 7TH Floor
Jacksonville, Florida 32202
Attention: Chief

As to Contractor:

Property Registration Champions, LLC
2725 Center Place, Suite 200
Melbourne, Florida 32940
Attention: President & CIO

8. Contract Managers. Each party will designate a Contract Manager during the term of this Contract whose responsibility shall be to oversee the party's performance of its duties and

obligations pursuant to the terms of this Contract. As of the Effective Date, the City's Contract Manager is Robert Ownby, Housing Property Administrator, 214 North Hogan Street, 7th Floor, Jacksonville, Florida 32202 (E-mail: ROwnby@coj.net), and the Contractor's Contract Manager is David Mulberry, 2725 Center Place, Suite 200, Melbourne, Florida 32940 (E-mail: DMulberry@Prochamps.com). Each party shall provide prompt written notice to the other party of any changes to the party's Contract Manager or his or her contact information; provided, such changes shall not be deemed Contract amendments and may be provided via email.

9. Entire Agreement. This Contract constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by Contractor. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein, shall be binding. Contractor may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to the City (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. Contractor acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.
10. Amendments. All changes to, additions to, modifications of or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.
11. Counterparts. This Contract, and all amendments thereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract as of the day and year first written above.

**PROPERTY REGISTRATION CHAMPIONS,
LLC, a Florida Limited Liability Company d/b/a
PROCHAMPS**

By: 

David Mulberry, President & CIO

CONTRACTOR INFORMATION

Name: Property Registration Champions, LLC d/b/a PROCHAMPS
Contact: David Mulberry, President & CIO
Address: 2725 Center Place, Suite 200, Melbourne, Florida 32940
Telephone: (321) 421-6639
E-Mail: dmulberry@prochamps.com
Federal Tax Identification Number: 82-1869488

[Signature page of the City of Jacksonville to immediately follow this page.]

ATTEST:

CITY OF JACKSONVILLE, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida

By:

James R. McCain, Jr.
James R. McCain, Jr.
Corporation Secretary



By:

Lenny Curry
Lenny Curry, Mayor

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

Encumbrance and funding information for internal City use:

Contract Purchase Agreement: POA-70495-21Amount **\$0.00**

This above-stated amount is the maximum fixed monetary amount of the foregoing Contract. It shall not be encumbered by the foregoing Contract. It shall be encumbered by one (1) or more subsequently issued purchase order(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase order(s) are issued.

In accordance with Section 24.103(e), *Jacksonville Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Contract; provided, however, that this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance(s) shall be made by subsequent purchase order(s), as specified in said Contract.

[Signature]
As Director of Finance
City Contract # 70495-21

FORM APPROVED:

By:

[Signature]
Office of General Counsel

GC-#1395357-v3-Property_Registration_Champions_-_Services_Contract_-_P-33-20.doc

G:\Finance & Compliance\Legal\Contracts\Drafts\2020-2021\Fcls Registry - Property Registration Champions dba Prochamps.doc

ATTACHMENT A**Scope of Services****SCOPE OF SERVICES**

Contractor will provide qualified expertise and experience in developing, implementing and maintaining a web-based system for the registration and tracking of properties falling under the requirements for registration according to the provisions of the City of Jacksonville Code of Ordinances, Chapter 179 Mortgage Foreclosure Registration. Services shall include, but not be limited to the following:

- 1) Develop or acquire and maintain a web-based electronic database of searchable property records and provide all required services necessary to implement the real property registry which allows all mortgage holders the opportunity to go on-line and register fee collection requirements.
- 2) Identify real properties within the city of Jacksonville, as well as mortgagees that hold a mortgage on real property and has declared its mortgage to be in default. Additionally, provide tracking of occupancy status for properties required to register. Identify the kind of real property (e.g., mobile home, residential, commercial, investment, etc.) being registered.
- 3) Notify mortgage holder of its requirement to register properties, identify information required to complete registry, access to the registry system, select and identify the local property manager and any other information necessary by the mortgage holder to complete the registry of the property.
- 4) Provide mortgage holder of its requirement to register properties, within ten (10) days of the date that the mortgagee declares its mortgage to be in default, pursuant to **City Ordinance 2018-104-E**.
- 5) Train with and provide support to the responsible person for the mortgagee to electronically register the information.
- 6) Provide the City free access to and training on the web-based electronic registry system and reporting tools.
- 7) Provide any necessary reporting of registry data to the City as well as provide system access for the City to create and generate reports via the internet.
- 8) Provide the financial accounting of property registrations, identifying those that are in compliance with the ordinance, as well as those that have not or are not meeting their financial obligations.
- 9) Provide the City with annual audit financials and other requested materials upon request.

- 10) Track and report all changes of information in status, and update information on a monthly basis at a minimum. Maintain and ensure accurate, up-to-date data at all times.
- 11) Work with the City to include an enforcement module to the web-based database to track registrations enforced through a Special Magistrate process. The specifics of the kind of data that will be tracked will be provided by the City during the development of this module.
- 12) Provide a batch of registrations that meet the eligibility requirements for enforcement through the Special Magistrate process of the City when and as requested by the City. Ensure all data for such registrations are current and accurate.

ATTACHMENT B
Price Sheet

Form 1 – Price Sheet

NAME OF CONSULTANT - Property Registration Champi ons, LLC dba PROCHAMPS

Proposal Number - P-33-20 Foreclosure Property Registry Database

SCHEDULE OF PROPOSED PRICES/RATES

1. Flat Fee (payable upon completion of project or upon completion of listed deliverables):

\$100 of each collected registration fee and remit the balance per registration to the City each month.

2. If charges are based on hours worked, the hourly direct labor rates (without Fringe Benefits) are:

Principal (Partner or Senior Officer): \$ N/A hr.

Project Manager (Responsible Professional): \$ N/A hr.

3. Other Direct Project Costs per Unit (please specify)

N/A

4. Estimated percentage of total fee to be performed by subcontractors 0.0 %

5. Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel

N/A

6. Please provide a breakdown of any and all project fees or costs retained as a result of the collection of property registrations fees collected under the guidelines of Chapter 179 Mortgage Foreclosure Registration:

The \$100 per registration fee collected is inclusive of any and all administrative costs and
fees related to the provision of services, including but not limited to, salaries, printing, postage,
fees, processing of registrations, travel, investigations, collections, membership fees, etc.



City of Jacksonville, Florida

Lenny Curry, Mayor

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202

ONE CITY. ONE JACKSONVILLE.

September 17, 2020

The Honorable Lenny Curry, Mayor
City of Jacksonville
4th Floor, St. James Building
Jacksonville, FL 32202

Dear Mayor Curry:

Ref: P-33-20 Foreclosure Property Registry Database

Neighborhoods Department/Housing and Community Development Division

The Professional Services Evaluation Committee met today via ZOOM Meeting ID# 259 925 317 for the purpose of concluding fee and contract negotiations with the number one ranked company/firm for the above-captioned project.

The following motion/recommendation was adopted:

That the City of Jacksonville enter into a contract with Property Registration Champions d/b/a PROCHAMPS to develop, implement and manage a Foreclosure Property Registry Database that (i) incorporates the attached Scope of Service Identified as Exhibit A and Contract Fee Summary Identified as Exhibit B (ii) providing a maximum indebtedness to the City of \$0.00; (iii) providing a two-year initial period of service from October 1, 2020 thru September 30, 2022, with the option to renew for three (3) additional one-year periods at terms mutually agreeable and satisfactory performance by the consultant. All other terms and conditions are per the city's standard contract language and the RFP. Nothing contained herein shall be amended, modified, or otherwise revised, without prior approval from the PSEC and the Mayor.

If the foregoing meets your approval, we respectfully request your signature and return to my office.

Respectfully submitted,

Gregory Pease, Chief
Procurement Division
Chairman, Professional Services
Evaluation Committee

APPROVED:

Lenny Curry, Mayor

This 18 day of September, 2020

GP ab

cc: Council Auditor
David Miguel, OGC
Subcommittee Members

Brian Hughes
Chief Administrative Officer
For Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

Attachment: Jacksonville & Prochamps Agreement (2023-R-25 : Prochamps Renewal Piggyback Agreement with Jacksonville)

Contract Purchase Agreement POA-70495-21



Agreement	POA-70495-21
Agreement Date	13-OCT-2020
Revision	0
Agreement Amount	0.00 USD
Solicitation Number	P-33-20

Sold To **City of Jacksonville**
117 West Duval Street
JACKSONVILLE, FL 32202
US

Supplier **Post PROCHAMPS Acquisition**
DBA PROCHAMPS
2725 Center Place
PALM SHORES, FL 32940

Notes

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
27320	Net 30	Freight Prepaid	FOB Destination	Best Way
Start Date	End Date	Confirm To		
01-Oct-2020	30-Sep-2022	Alexandria Baker		
		Phone		
		904-2558830		

This Order is subject to the General conditions attached here to.
 Manufacturer's Federal excise tax exempt no 59-89-0120K
 Florida State sales and use tax exemption no. 85-8012621607C-8

Approved by Gregory Pease, Chief Procurement Division

Overview Contract Purchase Agreement POA-70352-20

Contract Purchase Agreement: POA-70495-21

Manage Agreements

Contract Purchase Agreement: POA-70495-... ②

View PDF Actions Close



Main Controls

General

Procurement BU	COJ BU	Supplier	Post PROCHAMPS Acquisition	Start Date	10/1/20
Agreement	POA-70495-21	Supplier Site	Order/Remit	End Date	9/30/22
Status	Incomplete	Supplier Contact	Math Shifflett	Agreement Amount	0.00 USD
Buyer	Nexzandria Baker	Supplier Agreement		Minimum Release Amount	
Creation Date	10/13/20	Communication Method	E-Mail	Released Amount	0.00 USD
		Email	cshifflett@prochamps.com	P-33-20	
				Description	Foreclosure Property Registry Database

Terms Notes and Attachments

Required Acknowledgment	None	Shipping Method	Best Way	Requires signature
Payment Terms	Net 30	Freight Terms	Freight Prepaid	Pay on receipt
		FOB	FOB Destination	Confirming order

Additional Information

JSEB Prime:	No	Renewal Options Total:	3	Protest:	
JSEB Participation Percent:		Renewal Options Used:	0	Classifier:	
Solicitation Number:	P-33-20	Professional	✓	Federal Funded:	
Contract Number:	70495-21	Services:		JSEB Subcontractor	
		Ordinance Code			
		Exemptions:			

**“PIGGYBACK” AGREEMENT BETWEEN
CITY OF HOLLY HILL, FLORIDA
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

This "Piggyback" Agreement ("Agreement") is made as of this _____ day of _____, 20____, but shall be effective October 1, 2020 ("Effective Date") by and between Property Registration Champions, LLC, DBA PROCHAMPS, a Florida limited liability company with offices at 6300 North Wickham Road Suite 130-172, Melbourne, FL 32940 ("PRC") and [COMMUNITY], a municipal corporation of the State of Florida, with an address of _____ ("COMMUNITY").

The COMMUNITY and PRC agree as follows.

1. The purchasing policy for the COMMUNITY allows for "piggybacking" contracts.
 - a. Pursuant to this procedure, the COMMUNITY is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that PRC has entered into a contract with the City of Jacksonville, Florida ("Original Contract"). The Original Contract is incorporated herein and is attached as Exhibit A to this Agreement. All of the terms and conditions set forth in the Original Contract, and any and all amendments thereto, are fully binding on the parties and said terms and conditions are incorporated herein.
2. Notwithstanding the requirement that the Original Contract is fully binding on the parties, the parties have agreed to modify certain provisions of the Original Contract as applied to this Agreement between PRC and the COMMUNITY, as follows.
 - a. **Compensation.** PRC shall charge a fee ("Fee") as directed by the COMMUNITY to each registering party ("Registrant") to register all mortgagees who comply with the Ordinance. PRC shall retain one hundred dollars (\$100.00) of each collected Fee and remit the balance to the COMMUNITY. PRC shall forward payment of the COMMUNITY's portion of the Fee to the COMMUNITY's finance department no later than the fifteenth (15th) day of the following month. Should there be a fee required for public/official record data acquisition integral to the performance of the scope of work required under the terms and provisions of this contract, those charges shall be deducted from the remittance for the actual costs of said charges or subscriptions. In the event the COMMUNITY's Ordinance requires payment of late fees as part of the registration requirements PRC shall collect all applicable late fees, retaining twenty percent (20%) of the fee, and remit the balance to the COMMUNITY pursuant to the monthly remittance schedule. All related fees shall be taken out of the COMMUNITY's remittance provided herein.
 - b. **Maximum Indebtedness.** MAXIMUM INDEBTEDNESS is hereby deleted in its entirety.
 - c. **Term.** This Agreement shall terminate concurrently with the Original Contract. This Agreement will automatically renew concurrently with each renewal of the Original Contract, unless either party gives the other written notice of termination at least thirty (30) days prior to the end of the relevant term.

**“PIGGYBACK” AGREEMENT BETWEEN
CITY OF HOLLY HILL, FLORIDA
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

- d. **Contract Documents.** This Agreement consists of the following documents which are hereby incorporated as if fully set forth herein and which, in case of conflict, shall have priority in the order listed:

- This document, as modified, and any subsequent signed amendments.
- The COMMUNITY Ordinance No. 1912, effective: March 27, 2018 (the “Ordinance”).
- The Original Contract.

- e. **Notices.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, hand delivery or facsimile transmission with receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice shall be deemed to have been given upon receipt. For the present, PRC and the COMMUNITY designate the following as the respective places for giving of notice:

COMMUNITY: City of Holly Hill
 1065 Ridgewood Avenue
 Holly Hill, FL 32117
 Telephone No.
 Attention: City Manager

PRC: Stephen Arpaia, General Counsel
 6300 North Wickham Road Suite 130-172
 Melbourne, FL 32940
 Telephone No. (321) 421-6639
 Facsimile No. (321) 396-7776

- f. **Contract Managers.** Is hereby deleted in its entirety

- g. **Indemnification.**

- a. **Indemnification by PRC.** PRC shall defend, indemnify, and hold harmless the COMMUNITY and its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind resulting from or arising out of a breach of this Agreement by PRC and/or PRC's performance hereunder.
- b. **Indemnification by Community.** COMMUNITY shall defend, indemnify, and hold harmless PRC and its officers, employees, and agents, from and against all losses, expenses (including attorneys' fees), damages, and liabilities of any kind

**“PIGGYBACK” AGREEMENT BETWEEN
CITY OF HOLLY HILL, FLORIDA
AND
PROPERTY REGISTRATION CHAMPIONS, LLC**

resulting from or arising out of a failure by COMMUNITY to timely respond to a public records request.

- h. **Warranty.** All the services to be provided or performed shall be in conformance with commonly accepted industry and professional codes and standards, standards of the COMMUNITY, and the laws of any federal, state, or local regulatory.
- i. **Attachment B.** ATTACHMENT B is hereby deleted in its entirety.
- j. **Community Logo.** COMMUNITY shall provide the COMMUNITY’s logo to PRC for PRC’s use when citing the COMMUNITY’s Ordinance to mortgagees.
- k. **Entire Agreement.** All other provisions in the Original Contract not expressly modified herein are fully binding on the parties. This Agreement supersedes all prior negotiations, representations or agreements, either written or oral.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above written.

CITY OF HOLLY HILL, FLORIDA

_____ Date: _____

Name, Title

PROPERTY REGISTRATION CHAMPIONS, LLC


Doug Shumway (Apr 18, 2023 10:18 EDT) _____ Date: _____

Property Registration Champions, LLC
6300 North Wickham Road Suite 130-172
Melbourne, FL 32940

Attachment: COHH & Prochamps Piggyback Agreement - April 2023 (2023-R-25 : Prochamps Renewal Piggyback Agreement with Jacksonville)

FL_Holly Hill_JAX PB

Final Audit Report

2023-04-18

Created:	2023-04-18
By:	Deanna Morris (dmorris@prochamps.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMJfoYzPCrZmtEcwxFCOa5Bc345vhEVhM

"FL_Holly Hill_JAX PB" History

-  Document created by Deanna Morris (dmorris@prochamps.com)
2023-04-18 - 1:21:43 PM GMT- IP address: 35.138.34.236
-  Document emailed to dshumway@prochamps.com for signature
2023-04-18 - 1:21:58 PM GMT
-  Email viewed by dshumway@prochamps.com
2023-04-18 - 2:16:44 PM GMT- IP address: 174.239.87.76
-  Signer dshumway@prochamps.com entered name at signing as Doug Shumway
2023-04-18 - 2:17:58 PM GMT- IP address: 174.239.87.76
-  Document e-signed by Doug Shumway (dshumway@prochamps.com)
Signature Date: 2023-04-18 - 2:18:00 PM GMT - Time Source: server- IP address: 174.239.87.76
-  Agreement completed.
2023-04-18 - 2:18:00 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

**FIRST AMENDMENT TO SERVICES CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
PROPERTY REGISTRATION CHAMPIONS, LLC
(Foreclosure Property Registration Database)**

#70495-2/
AMD#1

THIS FIRST AMENDMENT TO SERVICES CONTRACT (this “First Amendment”) is entered into between the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida (the “City”), and **PROPERTY REGISTRATION CHAMPIONS, LLC**, a Florida limited liability company doing business as PROCHAMPS (“Contractor”).

RECITALS

WHEREAS, the City and Contractor entered into the Services Contract effective October 1, 2020, for foreclosure property registration database services (City Contract #70495-21) (the “Contract”), wherein Contractor agreed to provide services to the City in accordance with Request for Proposal No. P-33-20 (the “RFP”) and Contractor’s response to the RFP.

WHEREAS, the RFP and Contract provided for an initial two-year term commencing on October 1, 2020, and expiring on September 30, 2022, with three (3) one-year renewal options in accordance with the RFP and Contract.

WHEREAS, on September 8, 2022, the City’s Professional Services Evaluation Committee and the Mayor approved the exercise of the first renewal option to extend the Contract term through September 30, 2023, with two (2) renewal options remaining.

WHEREAS, the City and Contractor desire to amend the Contract and ratify the period of service beginning October 1, 2022, through the date of this First Amendment.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The above-stated recitals are accurate, true, and correct and, by this reference, are incorporated herein and are made a part hereof.
2. Capitalized Terms. All capitalized terms used but not defined herein shall have the meanings given to them in the Contract.
3. Section 5 Amendment. Section 5 of the Contract is amended by exercising the first of three (3) renewal options so as to extend the period of service through September 30, 2023, with two (2) renewal options remaining, and as amended shall read as follows:

5. Term. The term of this Contract shall commence on the Effective Date and shall continue for a three (3) year period through September 30, 2023, unless sooner terminated by either party in accordance with the terms of the RFP. The City may renew this Contract for up to two (2) additional one-year terms in accordance with the RFP.

4. Ratification of Contract and Services. The provisions of the Contract shall remain in full force and effect except as expressly provided in this First Amendment. The Services performed by Contractor beginning October 1, 2022 (the original Contract expiration date), through the date of this First Amendment are hereby ratified and confirmed to the extent such Services were provided in accordance with the terms and conditions of the Contract.

5. Entire Agreement. This First Amendment is the entire agreement of the parties regarding the modifications to the Contract provided herein and supersedes all prior agreements and understandings regarding such subject matter and may be modified only by a writing executed by the party against whom the modification is sought to be enforced and shall bind and benefit the parties and their respective successors, legal representatives, and assigns.

6. Counterparts. This First Amendment may be executed electronically and in counterparts, the counterparts and copies of which, when taken together, shall constitute one entire and original First Amendment.

[Remainder of page left blank intentionally. Signature pages to follow.]

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the day and year written below.

**PROPERTY REGISTRATION CHAMPIONS,
LLC, dba PROCHAMPS**

By: _____

Stephen Arpaia, Esquire
General Counsel

Dated: _____

October 18, 2022

CONTRACTOR INFORMATION:

Name: Property Registration Champions, LLC
doing business as PROCHAMPS
Contact: Stephen Arpaia, Esquire
Address: 6300 North Wickham Road, Suite 130-172
Melbourne, Florida 32940
Telephone: (321) 421-6639
Email: sarpaia@prochamps.com
Federal Tax ID: 82-1869488

[Signature page of the City of Jacksonville to immediately follow this page.]

ATTEST:

By: _____

James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida

By: _____

Lenny Curry Mayor

Dated: _____

11/15/2022

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

Encumbrance and funding information for internal City use:

Purchase Order #: 70495-21 (no cost extension)
Amount: N/A

The above-stated amount is the maximum fixed monetary amount of the Contract, as amended. It shall not be encumbered by the foregoing Contract. It shall be encumbered by one (1) or more subsequently issued purchase order(s) that must reference the Contract. All financial examinations and funds control checking will be made at the time such purchase order(s) are issued.

In accordance with Section 24.103(e), *Jacksonville Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing Contract; provided, however, that this certification is not, nor shall it be interpreted as an encumbrance of funding under the Contract. Actual encumbrance(s) shall be made by subsequently issued purchase order(s).

Director of Finance
Contract #70495-21, Amendment #1

FORM APPROVED:

By: _____

Office of General Counsel

G:\Finance & Compliance\Legal\Contracts\Amendments\OGC Final Approved\2022\Amend #1 Services Contract #70495-21- Property Registration Champions LLC dba PROCHAMPS-FINAL.doc



City of Jacksonville, Florida

Lenny Curry, Mayor

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202

ONE CITY. ONE JACKSONVILLE.

September 8, 2022

The Honorable Lenny Curry, Mayor
City of Jacksonville
4th Floor, St. James Building
Jacksonville, FL 32202

Dear Mayor Curry:

Ref: P-33-20 Foreclosure Property Registry Database (Amendment No. 1)
Neighborhoods Department/Housing and Community Development

The Professional Services Evaluation Committee met today in Board Room 851 on the eighth floor of the Ed Ball Building for the purpose of amending the above-referenced contract.

The following motion/recommendation was adopted:

That Contract No. 70495-21 originally executed October 1, 2020, between the City of Jacksonville and Property Registration Champions, LLC DBA Prochamps, be amended to exercise the first renewal option extending the period of service from October 1, 2022, thru September 30, 2023, with two (2) renewal options remaining at terms mutually agreeable. All other terms and conditions shall remain the same except for for such changes as the Office of General Counsel may deem appropriate to ensure compliance with the City's ordinances, Procurement policies and procedures, and applicable federal and state laws.

If the foregoing meets your approval, we respectfully request your signature and return to my office.

Respectfully submitted,

Gregory Pease
Gregory Pease, Chief
Procurement Division
Chairman, Professional Services
Evaluation Committee

APPROVED: *Brian Hughes*

Lenny Curry, Mayor

This *8th* day of *September*, 2022

GP: ab
cc:

Council Auditor
James McCain, Jr., OGC
Subcommittee Members

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

Attachment: Jacksonville & Prochamps - Amendment No. 1 2022 (2023-R-25 : Prochamps Renewal Piggyback Agreement with Jacksonville)



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

**City Commission
Agenda Item**

4.3

MEETING DATE: April 25, 2023
FROM: Valerie Manning
SUBJECT: Volusia County - JAG FY21-22 Grant Funding - FOR
INFORMATIONAL PURPOSES ONLY
NUMBER: (ID # 4106)
APPLICANT:
PLANNER:

DISCUSSION:

FOR INFORMATIONAL PURPOSES ONLY

The County has been notified that we are eligible to receive funding from the FY 2021/22 share of the Edward Byrne Memorial Justice Assistance Grant (JAG) County-wide funds that was released by the Florida Department of Law Enforcement (FDLE) in July 2022. The House Next Door was awarded grant funding and requested to withdraw their application. As a program requirement, the County must receive approval from 51% of cities located within Volusia County in order to reallocate funding.

The JAG program focuses on providing funding to nonprofit organizations to improve the criminal justice system through one or more purpose areas. This includes, but is not limited to, programs focused on law enforcement, prosecution/court, prevention/education, drug treatment and enforcement programs. The County of Volusia is recommending funds in the amount of \$34,105 be allocated to SMA Healthcare, Inc. for an Adult Drug Court program from The House Next Door's Success by Design program.

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 \$139,627 to SMA Healthcare, Inc.

AUTHORIZE THE MAYOR TO EXECUTE THE LETTER

- Volusia County JAG Grant for Funding FY21-22 (PDF)



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

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

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

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

Economic
Development
386-248-9444
Fax 386-248-9448

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

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

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

Public
Works
386-248-9463
Fax 386-248-9499

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

Mayor & City
Commission
386-248-9441
Fax 386-248-9448

April 20, 2023

Mr. Cody Menacof
Bureau Chief
Office of Criminal Justice Grants
Florida Department of Law Enforcement
P.O. Box 1489
Tallahassee, FL 32302

Dear Mr. Menacof,

In compliance with State of Florida Rule 11D-9, F.A.C., the City of Holly Hill approves the distribution of \$139,627 of Federal Fiscal Year 2021-2022 Edward Byrne Memorial Justice Assistance Grant (JAG) County-wide program for the following projects within Volusia County.

<u>Sub-award</u>	<u>Contractor & Title of Project</u>	<u>Amount</u>
County of Volusia	SMA Healthcare, Inc. – Adult Drug Court Program Behavioral Health – Project Purpose	\$139,627
	TOTAL	\$139,627

Sincerely,

Honorable Mayor Chris Via
City of Holly Hill, Florida

Date



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

**City Commission
Agenda Item**

MEETING DATE: April 25, 2023
FROM: Joseph Forte
SUBJECT: Bus Bench Agreement with Creative Outdoor Advertising (COA)
NUMBER: (ID # 4079)
APPLICANT:
PLANNER:

DISCUSSION:

The City entered into an Agreement with Waverly Media on June 11, 2008. The Agreement provided for an initial term of 5 years with renewals of 5 year increments. The city was only able to terminate the Agreement if Waverly, 90 days before the expiration of the agreement, submitted their proposal and the city refused to accept the proposal. In 2013 the city tried to terminate the Agreement but because the proposal was with no changes and time ran out, the Agreement extends until June 2023.

The City was planning to terminate the Agreement in 2023 and piggyback off of the Volusia County bench agreement they executed with another company. However, in 2022 Waverly Media sold their interest in Waverly Media to Creative Outdoor Advertising (COA) who also hold a contract with the City of Daytona Beach. The City renegotiated the current Waverly Media Agreement with COA under new terms and conditions and is satisfied with the new Agreement.

A few points of interest with the new agreement include:

An initial term of 10 years with 5 year extensions upon providing written notice at least 90 days in advance. Plus specific termination clause.

Updated benches with the Lexington style bench replacing 30 benches within the first 60 days. Then replacing other benches where ROW permits. Other non-conforming or benches in disrepair will be removed and not replaced if there is not sufficient ROW available.

Waverly's payments to the city consisted of 15% of the gross revenue received by Waverly plus \$100 per bench the produced revenue to Waverly on an semi-annual basis.

FISCAL

ANALYSIS:

The city will receive payment in the amount of \$27.50 per advertising bench per month paid each 90 days. The revenue is typically passed onto the Chamber of Commerce.

STAFF

RECOMMENDATION:

Approve the Agreement with Creative Outdoor Advertising and authorize the City Manager to

execute the Agreement.

COMMISSION GOAL:

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

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

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

MOTION:

**APPROVE THE AGREEMENT WITH CREATIVE OUTDOOR ADVERTISING AND
AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.**

- The Lexington Bus Bench (PDF)
- Creative Outdoor Advertising Signed Agreement 4-25-2023 (PDF)

The Lexington

Simple. Striking. Straightforward.



Attachment: The Lexington Bus Bench (4079 : Bus Bench Agreement with Creative Outdoor Advertising (COA))



The Lexington bench features seating for three and clean, modern lines that accentuate the 12-square-foot ad space. The ad panel is framed neatly within the backrest of bench, which will ensure that your ad garners the focus and attention your business deserves!

CONTRACT FOR INSTALLATION AND OPERATION OF BUS BENCHES AND RELATED AMENITIES

THE PARTIES TO THIS CONTRACT are the City of Holly Hill, a Florida municipal corporation, with a principal place of business at 1065 Ridgewood Avenue, Holly Hill, FL 32117, (the "CITY"), and Creative Outdoor Advertising of America, Inc., a Florida for-profit corporation, with a principal place of business at 8875 Hidden River Parkway, Suite 300, Tampa, FL 33637 ("CONTRACTOR").

In consideration of the mutual covenants herein contained, the Parties agree as follows:

Section 1. DEFINITIONS. Certain words and phrases as used in this Contract will have the meanings ascribed below. Other words not defined below will have the meaning ordinarily ascribed, unless the context clearly indicates otherwise.

ADA means the Americans with Disabilities Act, including the ADA Standards for Accessible Design.

Amenity means an ADA-compliant bus bench unit installed by CONTRACTOR pursuant to this Contract, including mounting slab, ADA-accessibility slab, and all other fixtures installed by CONTRACTOR in accordance with this Contract. The CONTRACTOR shall be responsible to insure that the Amenity and all areas impacted by the Amenity are in compliance with the ADA at all times,

Amenity Site means the specific property on which the CITY authorizes CONTRACTOR to install, maintain, and operate an Amenity pursuant to this Contract. The term is intended to be co-extensive with the term, "License Area," as to any specific Amenity. The Amenity Site shall include all areas altered or impacted by the installation of the Amenity.

Bus Stop means a VOTRAN--designated-public bus or public transit stop located on public right-of-way within the City limits.

City Code means the Holly Hill Code of Ordinances. Any reference to any provision of the City Code will include references to such provisions as they may be hereafter amended.

City Manager means the City Manager or his designee.

Governmental Authority means any federal, state, or local governmental agency having jurisdiction over the permitting or approval of the installation, operation, maintenance, repair, or removal of the Amenities pursuant to this Contract. This term includes the CITY.

Governmental Requirements mean laws, regulations, and permitting requirements of any Governmental Authority. The term includes all applicable CITY ordinances, regulations, and policies.

Initial Amenity Site Map is the map, attached hereto and incorporated herein as **Exhibit C**, depicting the proposed Amenity Sites (subject to final CITY approval) where CONTRACTOR intends to initially install Amenities in accordance with the terms and conditions of this Contract.

License Area means the area in which CONTRACTOR is authorized to install, maintain, and operate an Amenity pursuant to this Contract. The term is intended to be co-extensive with the term, "Amenity Site."

Restoration Standard means restoration of the Amenity Site to a condition that matches and is compatible with adjacent properties.

VOTRAN means the Volusia County Public Transit System, an agency of Volusia County; or any successor entity having authority to operate a mass transit system within City limits.

Section 2. SCOPE OF SERVICES. CONTRACTOR will install, operate, and maintain ADA compliant bus benches (“Amenities”) at official Votran Bus Stops located within the CITY. CONTRACTOR will perform these services in accordance with the terms and conditions of this Contract. In performing the services referenced herein, CONTRACTOR will comply with all applicable Governmental Requirements imposed by Governmental Authorities. All Amenities provided by CONTRACTOR pursuant to this Contract will remain the property of CONTRACTOR, unless abandoned.

Section 3. EFFECTIVE DATE AND TERM; RENEWAL. The Effective Date of this Contract is the date on which the last Party signs it. The Term of this Contract is ten (10) years, commencing on the Effective Date. If the CONTRACTOR is in compliance with the terms of the Contract, the CONTRACTOR shall have the right to renew this Contract for an additional five (5) years upon providing written notice to the CITY of intent to renew at least ninety (90) days but not more than one hundred twenty (120) days before the end of the term. If the CITY has provided notice of non-compliance with the CONTRACT prior to the notice being sent and the CONTRACTOR has not corrected the breach by the time the CONTRACTOR's notice is due, the CONTRACTOR shall not have the right to exercise the renewal term. Nothing in this Section will prohibit the termination of this Contract prior to the end of a Contract Term as referenced below.

Section 4. INSTALLATION OF AMENITIES. The Amenities will be installed, operated, and maintained in, on, and upon certain Amenity Sites within the CITY limits in accordance with this Contract. CONTRACTOR's installation, operation, maintenance, and removal of the Amenities will comply with all terms and conditions of this Contract, including the following:

(a) **Amenity Site Requirements.** CONTRACTOR will install and operate Amenities solely on Amenity Sites mutually agreed to by CONTRACTOR and the City Manager. The City Manager may approve or reject any proposed Amenity Site, provided that the City Manager will not unreasonably withhold approval. Among other factors, the City Manager is authorized to reject any proposed Amenity Site on the basis that it would conflict the requirements of this Contract.

(1) Except as provided below, the area of each Amenity Site will be restricted to public right-of-way under the CITY's control or jurisdiction (including, where applicable, public right-of-way owned or controlled by a federal, state, or county governmental agency upon the approval of such agency where such approval is required.

(2) An Amenity Site may encroach onto adjoining private property only with the City Manager's express prior approval. As a condition the City Manager may require CONTRACTOR to obtain written proof of the adjoining property owner's consent; and may also require recordation of a written instrument evincing such adjoining property owner's consent; provided, however, that the adjoining property owner's consent will not alter or diminish the CITY's right to require CONTRACTOR to remove an Amenity from the location in question. Under no circumstances will CONTRACTOR hold itself out as representing the CITY in seeking to obtain approval or consent of the owner of the adjoining private property.

(b) **Amenity Design and Construction Standards.** CITY has elected to use “The Lexington” design for all bus benches to be installed by CONTRACTOR. The quoted terms are referenced and depicted in the CONTRACTOR's Proposal, which is attached as Exhibit B. Regardless of the CITY's selection of these specific design types, all Amenities will be constructed of high quality, durable, water resistant, low maintenance materials suitable for the local environment and climate; and will be designed, secured, and installed to avoid the possibility of tipping over. In constructing an Amenity CONTRACTOR will also construct a pad and related improvements, such as, applicable, ramps, as needed for the Amenity to meet all Governmental Requirements, including accessibility requirements under the ADA; subject to the conditions below. If the CONTRACTOR will be required to construct slabs greater than 60 square feet per bus benches, it has the right to reject the location.

(c) **Number of Amenities and Time; Initial Installation.** Within 30 to 60 days after the Effective Date CONTRACTOR will submit site proposals for a minimum of 30 Amenities provided that there is sufficient City Right-of-Way and the CONTRACTOR can make the Amenity site meet ADA requirements. CONTRACTOR will complete installation of concrete pads for approved locations within 90 days after receiving approvals from the CITY. The CONTRACTOR shall complete the installation of all benches within 90 days after the approval of all concrete pads by the City. If no approval is necessary, CONTRACTOR will install within 90 days of the completion of the concrete pads, if not sooner.

(d) **Additional Amenities; Relocation and Removal of Existing Amenities.**

(1) **CONTRACTOR Rights.** CONTRACTOR may at any time request City Manager approval of the installation of additional Amenities, or alternatively, for the relocation or removal of one or more existing approved Amenities, by providing written notice to the City Manager. The City Manager will be authorized to approve or reject the request, subject to the terms and conditions herein. All benches not updated to the Lexington will be removed by the CONTRACTOR within (thirty) 30 days of written notice from the CITY, provided Amenity locations have been approved for the Initial Amenities and the CONTRACTOR has been given 180 days after receiving approvals from the City to pour concrete and install the Lexington units.

(2) **CITY's Rights.**

A. The City Manager may at any time request the CONTRACTOR to relocate an existing bus bench or install at an additional location. CONTRACTOR may accept or decline any request. Among other factors used by CONTRACTOR in determining whether to accept or decline such request, CONTRACTOR may reject the request if CONTRACTOR reasonably determines that CONTRACTOR will not be able to sell sufficient advertisements on the new or relocated bus bench; and also whether CONTRACTOR may be required to expend extraordinary costs in constructing or modifying a pad for the bench. Such costs will be deemed to be extraordinary whenever the size of the required pad would be larger than 60 square feet.

(3) **Amenity Site Restoration.** Whenever CONTRACTOR removes or relocates an Amenity under this Contract, CONTRACTOR will remove all fixtures including concrete pad, and restore the Amenity Site to the Restoration Standard as defined herein. If CONTRACTOR fails to comply with these requirements, the CITY may remove the same, and restore the Amenity Site to the Restoration Standard. In such instance, CONTRACTOR will be deemed to have abandoned such fixtures and CITY will be entitled to recover CITY's cost of removal, storage, and disposition of fixtures, and restoration and the City shall be deemed the owner of the Amenity. The City must give the CONTRACTOR 30 (thirty) days' notice in writing to remove the Amenity before taking possession. If the City asks the CONTRACTOR to remove an Amenity at a location that the CITY previously approved installation of a concrete pad and the CITY's reason for the request is not due to a breach of the Contract by the CONTRACTOR which has not been corrected, the CITY will reimburse the CONTRACTOR for the installation cost of the concrete pad. The CITY is not responsible for said cost if the CONTRACTOR is in violation of the Contract.

Section 5. OPERATION, MAINTENANCE, REPAIR, AND REMOVAL OF AMENITIES. CONTRACTOR will operate all Amenities and all Amenity Sites in accordance with the following conditions.

(a) **CONTRACTOR'S Right to Place Advertising on Amenities.** Exhibit A describes the permissible location and maximum size of the advertising displays space authorized for the Amenities. CONTRACTOR will have the right to lease these advertising display spaces for the display of static advertising. CONTRACTOR will strictly comply with the content restrictions and other requirements regarding advertising as described in **Exhibit A**. In addition, all advertising installed into the advertising display spaces will be of a non-permanent type, i.e., "direct application." CONTRACTOR will ensure that all advertisements are manufactured, installed and removed in accordance with current industry standards and in such a way as to preserve the original appearance and condition of the surface of the advertising display space on which the advertisement is placed. Additionally, each ad will present a sharp, clear, high-

quality appearance at all times, regardless of the duration of the advertisement. No layering of one ad upon another will be permitted.

The City Manager may elect to require CONTRACTOR to receive written approval on all proposed advertisements prior to CONTRACTOR's placement of the advertisements on the Amenities, in order to ensure compliance with this Subsection. The City Manager will give CONTRACTOR written notice if the City Manager elects to impose this requirement.

(b) **CITY's Right to Use Amenity Advertising Spaces for Public Service Announcements.** Upon 30 days notice, whenever the approved advertising display spaces on an Amenity are not currently in use by CONTRACTOR for the display of static advertising, CONTRACTOR will permit the CITY to post static public service announcements on 10% of the Amenities that are not in use by the CONTRACTOR for the display of static advertising, free of charge, but in no event shall the CITY be allowed to use less than one (1) Amenity unless all the Amenities are currently in use by the CONTRACTOR. CITY will be responsible for the costs of printing all such public service announcements and will be solely responsible for the content of these public service announcements. CONTRACTOR will only install the static public service announcements on approximately the 15th of the month following the date of receipt of a final copy of the CITY service announcement. CONTRACTOR will only remove service announcements on approximately the 15th of the month.

(c) **CONTRACTOR to Clean, Maintain, and Repair.** At all times, CONTRACTOR will keep and maintain the Amenity Sites and the Amenities in good condition. This includes regularly scheduled cleaning and maintenance activities. This also includes repairing or replacing Amenities that have been damaged or defaced promptly whenever CONTRACTOR notices the need for same; or within 24 hours after receipt of CITY's notice of damage or defacement. CONTRACTOR shall comply with the requirements cleaning, maintenance and repair obligations contained in the CONTRACTOR's proposal attached hereto marked as Exhibit A.

(d) **CITY's Right to Remove Advertising/Amenities.** Regardless of whether CONTRACTOR disputes the City Manager's order to remove advertising or an Amenity pursuant to this Contract, CONTRACTOR will comply with such order pending resolution of the dispute. If CONTRACTOR fails to comply with such order, the CITY will have the right to remove the Amenity at CONTRACTOR's sole cost and expense after providing thirty (30) days' written notice.

(e) **Abandonment of Amenity.** If, upon the revocation or expiration of the Contract, the Contractor fails to promptly remove a bench, and/or concrete foundation pad and restore the site to match existing conditions and be compatible with the adjacent property, the City may do so thirty (30) days after giving the Contractor written notice, and if the CONTRACTOR fails to pay the cost of removal and storage of the bench within a period of sixty (60) days after the giving of such notice will not excuse the CONTRACTOR from the payment of the cost of removal and storage of the bench, removal of the pad and storage if applicable, and restoration of the site. If the CONTRACTOR does not remove the Amenity and improvements as required above, in addition to being responsible for the costs incurred, the Amenity and improvements shall become the property of the City.

Section 6. GRANT OF LICENSE. Solely for the purpose of installing, maintaining, and removing the Amenities at Amenity Sites in accordance with this Contract, the CITY hereby grants CONTRACTOR a license to use and occupy a portion of the non-vehicular-travelled portions of certain public rights-of-way within the CITY's jurisdiction that are within the CITY's jurisdiction and control. The area licensed (hereinafter, the "License Area") will generally consist of the footprint of the Amenity itself, and the non-vehicular-travelled portion of the right-of-way surrounding the Amenity, up to a distance of 3 feet. This license is non-exclusive and will not prohibit the CITY from authorizing other uses of the public right-of-way as authorized by law, including the provisions of any utility franchise. This license will automatically terminate with respect to any specific Amenity or, as to all Amenities, upon the termination of this Contract. The license granted is in each instance subject to CONTRACTOR's strict compliance with all of the terms and conditions of this Contract. No property interest is conveyed by this Contract. The CITY does not warrant the suitability of a License Area or any Amenity Site as suitable for CONTRACTOR's intended use.

Section 7. COMPENSATION; LICENSE FEE; BOOKS AND RECORDS.

(a) **CONTRACTOR's Compensation.** CONTRACTOR's sole compensation for the services required herein will be derived from the revenues received by CONTRACTOR from CONTRACTOR's sale of advertising-on-advertising displays located on the Amenities. CONTRACTOR will have no right to charge the CITY, and CITY will be under no obligation to pay CONTRACTOR, for any of the services performed by CONTRACTOR herein.

(b) **License Fee.** CONTRACTOR will pay the CITY a monthly License Fee for each Amenity that carries paid advertising located within the License Area at any time during the previous calendar month. CONTRACTOR will pay this License Fee no later than the 90th day following the calendar month, without need for an invoice or demand from CITY. The License Fee is \$27.50 per advertising bench that carries paid advertising per month.. CONTRACTOR will submit a written report identifying each Amenity by location and including any Amenities that were removed or installed during the previous 90 day period, including date(s), and identify which Amenity has advertising and the date the advertising commenced.

(c) **Books and Records.** CONTRACTOR agrees to keep complete, accurate and up-to-date records of all business conducted by it in relation to the sale of advertising as authorized by this Contract, to maintain such records and to include such records as may be necessary with its regular payments to CITY. CITY will have the right to audit CONTRACTOR's books and accounts relevant to this CONTRACT. If CITY elects to make such an audit, CONTRACTOR will make all appropriate books, records and accounts, including records maintained for payments made to CITY available within 30 days of CITY's written request. CONTRACTOR must preserve all appropriate books, records, and accounts generated during the entire Term of this Contract, including any renewal Terms, and for 3 years thereafter.

Section 8. STANDARD OF PERFORMANCE. CONTRACTOR's services will at a minimum meet the level care and skill ordinarily used by members of CONTRACTOR's profession performing the type of services provided herein within the State of Florida.

Section 9. RELATIONSHIP BETWEEN PARTIES. This Contract does not create an employee-employer relationship between the CITY and CONTRACTOR. CONTRACTOR is an independent contractor of the CITY and will be in control of the means and the method in which the requested work is performed. As an independent contractor, CONTRACTOR will be solely responsible for payment of all federal, state and local income tax, and self-employment taxes, arising from this Contract; and CONTRACTOR agrees to indemnify and hold harmless the CITY from any obligations relating to such taxes. The CITY will not make deductions from payments due, for such taxes, or for social security, unemployment insurance, worker's compensation, or other employment or payroll taxes. CONTRACTOR will also be responsible for the performance of CONTRACTOR's subcontractors.

Section 10. PUBLIC RECORDS.

(a) To the extent applicable, CONTRACTOR will comply with the requirements of Florida Statutes Section 119.07, which include the following:

(1) Keeping and maintaining public records that the CITY requires for performance of the service provided herein.

(2) Upon the request of the City Clerk of the CITY, (i) providing the City Clerk with a copy of requested public records or (ii) allowing inspection or copying of the records, within a reasonable time after receipt of the City Clerk's request, at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.

(3) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law until completion of this Contract, and following such completion if CONTRACTOR fails to transfer such records to the CITY.

(4) Upon completion of this Contract, keep and maintain public records required by the CITY to perform the service. CONTRACTOR will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY upon request from the City Clerk, in a format that is compatible with the CITY's information technology systems.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MUST CONTACT THE CITY CLERK, WHOSE CONTACT INFORMATION IS AS FOLLOWS:

(Phone)	386 248-9440
(Email)	vmanning@hollyhillfl.org
(Address)	1065 Ridgewood Avenue Holly Hill, FL 32117

(b) Nothing herein will be deemed to waive CONTRACTOR's obligation to comply with Section 119.0701(3)(a), Florida Statutes.

Section 11. TERMINATION OF CONTRACT.

(a) **Termination by CITY.** The CITY may by written notice to CONTRACTOR terminate this Contract, in whole or in part, at any time, either for the CITY's convenience or because of CONTRACTOR's material failure to meet CONTRACTOR's contractual obligations.

(1) Before terminating for convenience, CITY must provide CONTRACTOR at least 90 day's advance notice of termination. This Contract will terminate automatically and without need for further notice upon the expiration of the notice period.

(2) Except as provided in Section 11(a)(3), before terminating due to CONTRACTOR's material breach of its contractual obligations, CITY must provide CONTRACTOR prior written notice, specifying the breach and demanding CONTRACTOR remedy the breach within 10 days of the notice, or within such longer period as may be reasonably required if the nature of the breach is that it cannot be remedied within 10 days of notice. This Contract will terminate automatically and without need for further notice if CONTRACTOR fails to remedy the material breach within the period described in the CITY's notice of breach.

(3) The CITY may terminate this Contract upon CONTRACTOR's breach without providing CONTRACTOR an opportunity to remedy the breach as referenced immediately above, if, in connection with this Contract, CONTRACTOR or any of CONTRACTOR'S personnel commit or attempt to commit a criminal act, or commit a material breach of this Contract which poses an imminent threat to public health, safety, or welfare, or material risk of injury to persons or damage to property. Such termination will be effective immediately upon providing CONTRACTOR written notice.

(b) Termination by CONTRACTOR.

(1) CONTRACTOR may terminate this Contract for convenience by providing the CITY 180 days' notice.

(2) CONTRACTOR may terminate this Contract because of the CITY's material failure to meet CITY's obligations under this Contract. Before terminating due to CITY's material breach of its contractual obligations, CONTRACTOR must provide CITY prior written notice, specifying the breach and

demanding CITY remedy the breach within 30 days of the notice, or within such longer period as may be reasonably required if the nature of the breach is that it cannot be remedied within 30 days of notice. If the CITY fails to remedy the breach within the time period provided by such notice, CONTRACTOR may terminate this Contract by providing CITY second written notice. Termination will be effective upon delivery of such notice.

(c) Removal of Amenities Upon Termination.

(1) Except as provided below in Paragraph (2) below, within 90 days of termination of this Contract by either Party, CONTRACTOR will remove all Amenities and restore all Amenity Sites to the Restoration Standard as defined herein. If CONTRACTOR fails to comply with these requirements, CONTRACTOR will be deemed to have abandoned the Amenities. In such instance the CITY will be entitled to remove the Amenities and restore the Amenity Sites to the Restoration Standard, and to assess CONTRACTOR for CITY's costs of performing these activities. If CONTRACTOR fails to pay the costs assessed within 90 days of the CITY's invoice, CONTRACTOR will be deemed to have abandoned all title to and interest in the Amenities but will remain responsible for the costs assessed by the CITY.

(2) If CITY terminates this Contract for convenience pursuant to Section 11(a), above, the CONTRACTOR may elect to provide the CITY with a bill to take over ownership of the concrete pads. CONTRACTOR must elect this option within thirty (30) days after receipt of written notice from the CITY to terminate the Contract for convenience. The bill will be based on an amount of \$25.00 per square foot for each pad constructed by CONTRACTOR in the course of constructing such Amenities. The CITY will pay this bill in a timely manner. The requirement for concrete reimbursement under the termination for convenience scenario will expire ten (10) years after the Effective Date.

Within 30 days of receiving CONTRACTOR's bill, CITY may rescind the notice of termination for convenience by providing CONTRACTOR written notice of such rescission. If CONTRACTOR has made such timely election and CITY does not thereafter rescind such cancellation within the time frame provided, then termination for convenience will proceed and CONTRACTOR will be relieved of responsibility for restoration of the Amenity Sites.

Section 12. SUSPENSION OF SERVICES. The CITY may suspend CONTRACTOR's services if the notice of material breach provided pursuant to Section 11(a)(2) so directs. The CITY may also suspend CONTRACTOR's services in lieu of termination, under the conditions set forth in Section 11(a)(3), by providing CONTRACTOR written notice of suspension. CONTRACTOR will suspend activities immediately upon receipt thereof; and in such instance CONTRACTOR's rights to provide services referenced herein will also automatically be suspended for the period of such suspension. Suspension of service means that CONTRACTOR shall not lease new advertising on an Amenity or construct any new Amenity. However, advertising arrangements on Amenities that existed prior to the notice of suspension shall remain, the CONTRACTOR shall continue to pay the CITY a License Fee for said Amenities pursuant to the Contract and the CONTRACTOR shall continue to maintain and repair the AMENITIES.

Section 13. INDEMNIFICATION. CONTRACTOR will indemnify and hold harmless the CITY, including the CITY's officers, employees, and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR, or CONTRACTOR's officers, employees, or agents, including subcontractors and other persons employed or used by CONTRACTOR in the performance of this Contract. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Contract or otherwise.

CITY shall have the right to select or to approve defense counsel to be retained by CONTRACTOR in fulfilling its obligation hereunder to defend and indemnify CITY herein, unless such right is expressly waived by CITY in writing. CONTRACTOR shall retain CITY approved defense counsel within 7 business days of CITY'S written notice that CITY is invoking its right to indemnification under this Contract. If CONTRACTOR fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its

own behalf, and CONTRACTOR shall be liable for all costs incurred by CITY. CITY shall also have the right, at its option, to be represented by advisory council of its own selection and at its own expense, without waiving the foregoing rights referenced in this Section.

Section 14. INSURANCE. CONTRACTOR will provide and maintain at CONTRACTOR's own expense, insurance of the kinds of coverage and in the amounts set forth in this Section. All such insurance will be primary and non-contributory with the CITY's own insurance. In the event any request for the performance of services presents exposures to the CITY not covered by the requirements set forth below, the CITY reserves the right to add insurance requirements that will cover such an exposure.

(a) **Coverage and Amounts.**

(1) *Workers Compensation Insurance* as required by Florida Statutes, Chapter 440, Workers' Compensation Insurance, for all employees of CONTRACTOR, employed at the site of the service or in any way connected with the work, which is the subject of this service. The insurance required by this provision will comply fully with the Florida Workers' Compensation Law and include Employers' Liability Insurance with limits of not less than \$500,000 per occurrence. Any associated or subsidiary company involved in the service must be named in the Workers' Compensation coverage.

(2) *Liability Insurance*, including (i) *Commercial General Liability* coverage for operations, independent contractors, products-completed operations, broad form property damage, and personal injury on an "occurrence" basis insuring CONTRACTOR and any other interests, including but not limited to any associated or subsidiary companies involved in the work; and (ii) *Automobile Liability Insurance*, which will insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle used by the CONTRACTOR in the performance of this Contract.

THE COMMERCIAL GENERAL LIABILITY INSURANCE POLICY WILL NAME THE CITY AS AN ADDITIONAL INSURED. CONTRACTOR'S Commercial General Liability insurance policy will provide coverage to CONTRACTOR, and CITY when required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) without the attachment of any endorsements excluding or limiting coverage for Products/Completed Operations, Independent Contractors, Property of CITY in Contractor's Care, Custody or Control or Property of CITY on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds). When CITY is added as additional insured by endorsement, ISO Endorsements CG 20 10 and CG 20 37 or their equivalent will be used to provide such Additional Insured status.

The limit of liability for each policy will be a combined single limit for bodily injury and property damage of no less than \$1,000,000 per occurrence. If insurance is provided with a general aggregate, then the aggregate will be in an amount of no less than \$2,000,000. The Human Resources Manager may authorize lower liability limits for the automobile policy only, at the Human Resources Manager's sole discretion.

Unless specifically waived hereafter in writing by the Human Resources Manager, CONTRACTOR agrees that the Insurer will waive its rights of subrogation, if any, against the CITY on each of the types of required insurance coverage listed above.

(b) **Proof of Insurance.** CONTRACTOR will furnish proof of insurance acceptable to the CITY prior to or at the time of execution of this Contract. CONTRACTOR will not commence work until all proof of such insurance has been filed with and approved by the CITY. CONTRACTOR will furnish evidence of all required insurance in the form of certificates of insurance which will clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, and the expiration dates.

On an annual basis, CONTRACTOR will furnish copies of the insurance contracts to support the certificates of insurance and the copies of said insurance must be acceptable to the CITY.

(c) **Cancellation; Replacement Required.** CONTRACTOR will file replacement certificates 30 days prior to expiration or termination of the required insurance occurring prior to the acceptance of the work by the CITY. If a required policy is canceled without CONTRACTOR's prior knowledge CONTRACTOR will immediately notify the CITY immediately upon becoming aware that a required insurance coverage has been canceled for any reason, and promptly replace the canceled policy. The CITY expressly reserves the right to replace the canceled policy at CONTRACTOR's expense if CONTRACTOR fails to do so.

(d) **Termination of Insurance.** CONTRACTOR may not cancel the insurance required by this Contract until the work is completed, accepted by the CITY and CONTRACTOR has received written notification from the Human Resources Manager that CONTRACTOR may cancel the insurance required by this Contract and the date upon which the insurance may be canceled. The Human Resources Division of the CITY will provide such written notification at the request of CONTRACTOR if the request is made no earlier than two weeks before the work is to be completed.

(e) **Liabilities Unaffected.** CONTRACTOR's liabilities under this Contract will survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages. Similarly, CONTRACTOR's liabilities under this Contract will not be limited to the extent of the existence of any exclusions or limitations in insurance coverages, or by CONTRACTOR's failure to obtain insurance coverage. CONTRACTOR will not be relieved from responsibility to provide required insurance by any failure of the CITY to demand such coverage, or by CITY's approval of a policy submitted by CONTRACTOR that does not meet the requirements of this Contract.

(f) **Human Resources Manager.** All references to the Human Resources Manager will be deemed to include the Human Resources Manager's designee.

Section 15. NOTICE. Unless otherwise expressly agreed herein, all notices, requests, and demands to or upon the Parties will be delivered by hand, delivered by a courier service, provided to a nationally recognized delivery service for overnight delivery, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

To the CITY: Antoine Khoury
Public works Director

1065 Ridgewood Ave
Holly Hill, FL 32117

To CONTRACTOR: David Gray
President
8875 Hidden River Parkway, Suite 300
Tampa, FL. 33637

Provided, however, that either Party may change the person or address designated for receipt of the Party's notices, by providing written notice to the other Party.

Section 16. TAXES AND ASSESSMENTS. While the CITY does not intend to create a taxable leasehold interest for CONTRACTOR, it is not authorized to determine whether such an interest would be subject to taxation under Florida law. If a governmental authority determines that the leasehold interest or any Amenity is taxable and this results in taxes or assessments related to this Contract or the rights granted to CONTRACTOR, CONTRACTOR will be solely responsible for paying such taxes or assessments. CONTRACTOR may contest the imposition of these taxes or assessments as allowed by law. This agreement should not be interpreted as preventing CONTRACTOR from challenging the validity of these taxes or assessments. Any taxes required to be paid to the CITY will be deducted from the monthly payments under Section 7, License Fee.

Section 17. PERSONNEL. CONTRACTOR represents that CONTRACTOR has or will secure at CONTRACTOR's own expense; all personnel required in performing the services under this Contract. All

personnel engaged in the work will be fully qualified and will be authorized under state and local law to perform such services.

Section 18. CITY'S RESPONSIBILITIES. The CITY agrees to make available for review and use by the CONTRACTOR, reports, studies, and data relating to the services required. The CITY will establish a project manager to meet periodically with the CONTRACTOR to facilitate coordination and ensure expeditious review of work product.

Section 19. LIMITATION ON WAIVERS. Neither the CITY's review, approval, or acceptance of, or payment for, any of the services provided by CONTRACTOR, will be construed to operate as a waiver of the CITY's rights under this Contract. CONTRACTOR will be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY caused by the CONTRACTOR's negligent or wrongful provision of any of the services furnished under this Contract.

Failure of the CITY to exercise any right or option arising out of a breach of this Contract will not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach. Furthermore, the failure of the CITY at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth herein will not be construed as a waiver or relinquishment of the CITY's right to insist upon strict performance of the same condition, promise, agreement or understanding at a future time.

Section 20. DISPUTE RESOLUTION. If a dispute exists concerning this Contract, the Parties agree to use the following procedure prior to pursuing any judicial remedies.

(a) **Negotiations.** A Party will request in writing that a meeting be held between representatives of each Party within 14 calendar days of the request or such later date that the Parties may agree to. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. The purpose of this meeting is to negotiate in the matters constituting the dispute in good faith. The Parties may mutually agree in writing to waive this step and proceed directly to mediation as described below.

(b) **Non-Binding Mediation.** Mediation is a forum in which an impartial person, the mediator, facilitates communication between parties to promote reconciliation, settlement, or understanding among them. Within 30 days after the procedure described in **Subsection (a)** proves unsuccessful or the Parties mutually waive the subsection (a) procedure, the Parties will submit to a non-binding mediation. The mediation, at a minimum, will provide for (i) conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes, (ii) a meeting of all Parties for the exchange of points of view and (iii) separate meetings between the mediator and each Party to the dispute for the formulation of resolution alternatives. The Parties will select a mediator trained in mediation skills and certified to mediate by the Florida Bar, to assist with resolution of the dispute. The Parties will act in good faith in the selection of the mediator and give consideration to qualified individuals nominated to act as mediator. Nothing in this Contract prevents the Parties from relying on the skills of a person who also is trained in the subject matter of the dispute or a contract interpretation expert. Each Party will attend and will include, at a minimum, a senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. The Parties will equally share the cost of the mediator but will be solely responsible for the cost of legal representation and any other costs incurred as part of the mediation.

If the Parties fail to reach a resolution of the dispute through mediation, then the Parties are released to pursue any judicial remedies available to them.

Section 21. GENERAL TERMS AND CONDITIONS.

(a) **Amendments.** Except as otherwise provided herein, no change or modification of this Contract will be valid unless the same is in writing and signed by both Parties.

(b) **Assignments and Subcontracting.** No assignment or subcontracting will be permitted without the CITY's written approval.

(b) **No Third Party Beneficiaries.** There are no third party beneficiaries of CONTRACTOR's services under this Contract. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this contract. CONTRACTOR further warrants that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to immediately annul this Contract without liability.

(c) **Bankruptcy.** Contractor agrees that if any execution or legal process is levied upon its interest in this Contract, or if any valid liens or privileges are filed against its interest, or if a petition in bankruptcy is filed against it, or if it is adjudicated bankrupt in involuntary proceedings, same shall constitute a material breach of CONTRACTOR's obligations under this Contract.

(d) **Nondiscrimination.** CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion sex, national origin, disability, age, or veteran status. CONTRACTOR will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion sex, national origin, disability, age, or veteran status sex. Further, CONTRACTOR agrees to comply with all local, state, and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion sex, national origin, disability, age, or veteran status. In particular, CONTRACTOR agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable executive orders including, but not limited to, Executive Order No. 11246.

(e) **Principles in Construing Contract.** This Contract will be governed by and construed in accordance with the laws of the State of Florida. Captions and paragraph headings used herein are for convenience only, are not a part of this Contract and will not be deemed to limit or alter any provisions hereof or to be relevant in construing this Contract. The use of any gender herein will be deemed to be or include the other genders, and the use of the singular herein will be deemed to be or include the plural (and vice versa), wherever appropriate. If any word, phrase, clause, sentence or provision of the Contract, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, that finding will only effect such word, phrase, clause, sentence or provision, and such finding will not affect the remaining portions of this Contract; this being the intent of the Parties in entering into the Contract; and all provisions of the Contract are declared to be severable for this purpose.

(f) **Venue.** The exclusive venue for any litigation arising out of this Contract will be Volusia County, Florida if in state court, or the U.S. District Court, Middle District of Florida if in federal court.

(g) **Litigation Costs.** Except where specifically provided herein, in case of litigation between the Parties concerning this Contract, each party will bear all of its litigation costs, including attorney's fees.

(h) **Force Majeure.** A force majeure event is an act of God or of the public enemy, riots, civil commotion, war, acts of government or government immobility (whether federal, state, or local) fire, flood, epidemic, quarantine restriction, strike, freight embargo, or unusually severe weather; provided, however, that no event or occurrence will be deemed to be a force majeure event unless the failure to perform is beyond the control and without any fault or negligence of the Party charged with performing or that Party's officers, employees, or agents. Whenever this Contract imposes a deadline for performing upon a Party, the deadline will be extended by one day for each day that a Force Majeure event prevents the Party from performing; provided, however, that the Party charged with performing and claiming delay due to a Force Majeure event will promptly notify the other Party of the Event and will use its best efforts to minimize any resulting delay.

(i) **Jury Trial Waived.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS CONTRACT, OR ANY DEALINGS BETWEEN THE PARTIES. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

(j) **Authority to Bind CONTRACTOR.** The undersigned representative of CONTRACTOR represents and warrants that he or she is fully authorized to bind CONTRACTOR to the terms and conditions of this Contract.

(k) **Integration.** This Contract represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either Party except as expressly set forth herein, or in other contemporaneous written agreements.

IN WITNESS WHEREOF, the Parties through their undersigned representatives have caused this Contract to be executed in duplicate original.

THE CITY

By: _____

Printed Name: _____

Date: _____

Attest: _____

Approved as to legal form:

By: _____

Scott Simpson, City Attorney

CONTRACTOR

By:  _____

Printed Name: Liz Gayford Title: CFO

Title: CFO

Date: April 7, 2023



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

**City Commission
Agenda Item**

5.2

MEETING DATE: April 25, 2023
FROM: Joseph Forte
SUBJECT: Request for a Lien Reduction - 1609 Ridgewood Avenue
NUMBER: (ID # 4105)
APPLICANT:
PLANNER:

DISCUSSION:

The entire file on this property can be obtained from the code enforcement office.

The City has received a request for a Reduction of a code enforcement lien that has been placed on the real property located at 1609 Ridgewood Avenue. The owner of the property is Ludelva, LLC, a Florida company which has a Managing Member, Faustina Guzman-Trump and an Agent of Record, Steven O'Neill, whose current address is 2665 N Atlantic Avenue, Daytona Beach, FL 32118. The property has been vacant and primarily unoccupied since 2014.

The property received a Notice of Violation for several code infractions which include:

Section 14-3 Damaged Structures

IPMC 304.6 Exterior Walls

IPMA 108.1.1 Unsafe Structures

The property has been in a state of disrepair since at least 2014. Over the years the property owners have been before the special master who imposed corrective action to be completed in a phase process and granted several extensions. However, the time frames were not met for many years and not until the owners were seeking a refinance on a property in Daytona, where the city's lien was attached, was the property at 1609 Ridgewood brought into compliance.

Since the property is now in compliance, the property owner is requesting a lien reduction to clear the title. The City established the following as payment to release the lien and negotiated this payoff with the owner.

FISCAL ANALYSIS:

Total lien	\$86,850
<u>Required Payment to Release lien</u>	
Special Master fee	\$ 250.00
Recording fee	\$ 20.00
Code enforcement staff time 10 hours at \$20.48+35% =	\$ 276.48

Community Development Director 1 hour at 52.48+ 35%	\$ 70.84
Finance Dept. Research \$15.00+ 35%	\$ 20.25
Percentage of original lien 5%	\$4,342.50
<u>Total</u>	\$4,980.03

Reduce the lien from \$86,850 to the agreed upon negotiated fee of \$4,980.03.

In addition ,within 90 days, the property owner has agreed to combine the 2 non-conforming parcels under their ownership into one conforming parcel. (424220090050 and 424220090070).

COMMISSION GOAL:

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

MOTION:

Reduce the lien from **\$86,850** to **\$4,980.03**. The lien must be paid in full no later than 5:00 pm on May 26, 2023. If the lien is not paid by May 23. 2023, the lien will not be reduced and the owner will not be eligible for another lien reduction. In addition ,within 90 days, the property owner agrees to combine the 2 non-conforming parcels under their ownership into one conforming parcel. (424220090050 and 424220090070).

- 1609 Ridgewood Ave (PDF)

Lien Reduction Request Information Sheet

Property Address: 1609 Ridgewood Ave Date Prepared: 4/18/2023Owner of Property: Ludelva LLCDate of Notice of Violation: 4/15/2021

Violations:

1. 14-3 Damaged Structures Date of Compliance 4/11/23 Exhibit A
2. IPMC 304.6 Exterior walls Date of Compliance 4/11/23 Exhibit A
3. IPMC 108.1.1 Unsafe Structure Date of Compliance 4/11/23 Exhibit A
4. _____ Date of Compliance _____ Exhibit _____
5. _____ Date of Compliance _____ Exhibit _____
6. _____ Date of Compliance _____ Exhibit _____

Date of Special Master Hearing: 5/20/2021 Daily Fines Start Date: 9/9/2021Daily Fines of \$ 150.00 for 579 days equals 86,850 Dollars

Daily Fines of \$ _____ for _____ days equals _____ Dollars

Notes if Applicable:

Fiscal Analysis:

_____ Grass Cutting

_____ Special Master Administrative Fine(s)

86,850 Daily Accumulated Fines10.00 Filing Fees for Liens

_____ Finance Department Cost (Amount of Staff Hours: _____)

_____ Code Enforcement Cost (Amount of Staff Hours: 10) +1 Joe +1 Brian10.00 Lien Release Fees

_____ Other: _____

_____ Subtotal

_____ Interest

_____ TOTAL

Exhibit A

Case Master Inquiry

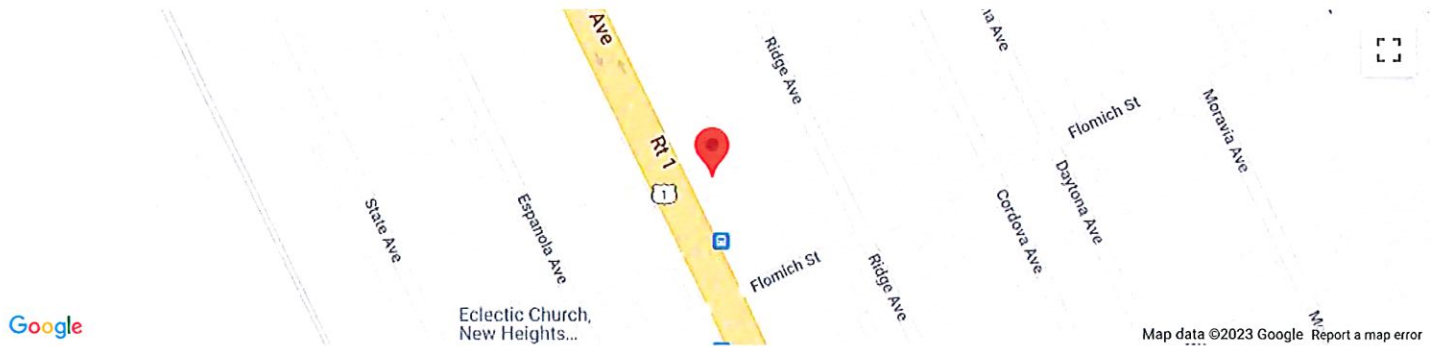
Case 21-00005713

Collapse All

Property Information

Address: 1609 RIDGEWOOD AVE
 HOLLY HILL, FL 321171733
 Location ID: 724
 PARCEL NUMBER: 4 2 42 20 09 0070
 Short Parcel ID:
 Zoning: B-4 B4 HIGHWAY BUSINESS
 Subdivision:

Property Address Map



Case General Information

Case status: LN LIEN OPEN/CASE CLOSED
 Status date: 11/22/2021
 Case type: CPM COMMERCIAL PROPERTY MAINT
 Reported date: 4/15/2021
 Origination: AR ADMINISTRATIVE REQUEST
 Default inspector: MXB RANDY AST
 Credit balance: .00

Owner Information

Owner name: LUDELVA LLC
 Address: 1647 RIVERSIDE DRIVE
 City: HOLLY HILL, FL 321171739
 Phone: 0
 Notice: Y
 Flip:

Violations

Type	Status	Location	Quantity	Date Established	Date Resolved
✓ Damaged Structures	LI		1	4/15/2021	11/22/2021
✓ EXTERIOR WALLS	LI		1	4/15/2021	11/22/2021
✓ UNSAFE STRUCTURE	LI		1	4/15/2021	11/22/2021

Case Data

Description Data

 CN CORRECTION DATE
 NOV POTENTIAL HEARING DA
 SPECIAL MASTER HEARING D

Attachment: 1609 Ridgewood Ave (4105 : Request for a Lien Reduction - 1609 Ridgewood Avenue)

2ND MAILING ADDRESS
FINE

Active Inspections

Type	Insp ID	Schedule Date
-----	-----	-----

No scheduled inspections exist

All Actions | Board Meetings | Data Actions | **Fees** | Inspections | Liens | Names | Notices | Other Actions | Receipts

Text | Work Requests

Type	Description	Transaction	Amount Due	Amount Billed	Starting Date	Ending Date	Daily Fee
40	SPEC MAG ADM FEE	250.00	.00	.00	5/20/2021		.00
50	SPEC MAG DAILY FINE	86850.00	86850.00	.00	9/09/2021	4/11/2023	150.00
		87100.00	86850.00	.00			

Navigation: << < 1 > >>

Became compliant ↑

Attachment: 1609 Ridgewood Ave (4105 : Request for a Lien Reduction - 1609 Ridgewood Avenue)

CITY OF HOLLY HILL

CASE # 21-5713**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: Ludelva, LLCProperty Address: 1609 Ridgewood Ave

Contact information where you can be reached during the day:

Cell Phone 386-341-6969 Email Steve@seattlewealthpartners.comIs the property now in compliance? X YES NO

(If No, explain in detail)

Are you claiming financial hardship? ☒ YES ☐ NO

If yes, please explain:

☐ The scope of the lien covered far more than the subject property, preventing us from being able to generate the money needed, and impacted our other business operations. _____

Are you claiming medical hardship? ☒ YES ☐ NO

If yes, please explain without giving details of the injury or illness.

☐ The fact that we were not notified of the lien until almost 1 year after it was placed caused excess mental anguish and physical illness.

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, Faustina Guzman-Trump, 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:

☐ All code enforcement issues have been resolved as quickly as possible after learning of the lien imposed, given limitations in the supply chain for materials and services. _____

Date: 4/18/2023Signed: [Signature]Print Name: Faustina Guzman-TrumpSTATE OF FloridaCOUNTY OF: Volusia

PERSONALLY appeared before me, the undersigned authority duly authorized to administer oaths and take acknowledgements, Faustina Guzman Trump, who after first being duly sworn, acknowledged before me that the information contained herein is true and correct. He/she is not personally know to me and has produced FL driver license as identification and did take an oath.

Date: 4/18/2023[Signature]

Notary Public

My Commission Expires 12/9/2023

Lori A. Kunsman
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG938091
Expires 12/9/2023

RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO

CODE ENFORCEMENT DEPARTMENT

1065 RIDGEWOOD AVENUE

HOLLY HILL, FL 32117

Attachment: 1609 Ridgewood Ave (4105 : Request for a Lien Reduction - 1609 Ridgewood Avenue)

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 LUDELVA, LLC, the fee simple owner of the following
(Owner's Name)

described property (Provided Legal Description or Tax Parcel ID Number(s))

4242 20090070

hereby petition the Holly Hill City Commissioners to grant a release of lien in the amount of \$ 86,850 for Case No. 21-5713, 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.

Owner's Name

Owner's Name

Owner's Signature

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 18 day of April, 2023.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Ludelva Faustina Guzman Trump, who is personally known to me or who has produced driver's 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 18 day of April, 2023.



Leslie Montgomery
Notary Public in and for the County and State
Aforementioned

Attachment: 1609 Ridgewood Ave (4105 : Request for a Lien Reduction - 1609 Ridgewood Avenue)

My Commission Expires: HH 384026
April 6, 2027

Attachment: 1609 Ridgewood Ave (4105 : Request for a Lien Reduction - 1609 Ridgewood Avenue)



Attachment: 1609 Ridgewood Ave (4105 : Request for a Lien Reduction - 1609 Ridgewood Avenue)

MEMORANDUM

DATE: APRIL 18, 2023

TO: CITY MANAGER

THROUGH: CODE ENFORCEMENT

FROM: CODE ENFORCEMENT

RE: CASE # 21-00005713 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 **\$86,850.00** in this case.

Staff feels this application meets the requirements to proceed with the Request for Reduction of Lien.

Please review the information and issue a determination of approval or denial on this form. Pursuant to Administrative Code Section 3.20, your decision regarding approval or denial shall be based on whether the request fails any one of the established guidelines listed below:

- (1) If a property owner has purchased property on which a lien was recorded, a waiver or reduction on lien shall not be granted, in such cases, the lien should have been considered in reaching a purchase price.
- ☐ FAILS
☒ DOES NOT FAIL
- (2) If the title insurance policy is issued upon the purchase of the property and the title insurance failed to identify or consider the lien, a waiver or reduction in lien shall not be granted. In such cases, the lien should have been discovered by the title insurer and providing a reduction of waiver would place the County in the position of indemnifying the title insurer against its losses, which losses should be reflected in premium charges.
- ☐ FAILS
☒ DOES NOT FAIL

(3) A request for a waiver of reduction in lien shall not be granted if the Board of County Commissioners has previously reduced the amount of the lien. This statement applies whether or not the request is received from the original applicant for reduction or subsequent applicant.

☐ FAILS

☒ DOES NOT FAIL


Joseph Forte
CITY Manager

4-19-2023

☒ APPROVED FOR CONSIDERATION BY BCC

☐ DENIED



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

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

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

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

Economic
Development
386-248-9444
Fax 386-248-9448

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

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

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

Public
Works
386-248-9463
Fax 386-248-9499

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

Mayor & City
Commission
386-248-9441
Fax 386-248-9448

September 29, 2021

Ludelva LLC
1647 Riverside Drive
Holly Hill, FL 32117-1739

RE: 1609 Ridgewood Avenue
Parcel # 424220090070
Case # 21-5713

Dear Ludelva LLC:

Pursuant to the order of the Special Magistrate findings on, May 25, 2021, we wish to inform you that a lien will be filed against 1609 Ridgewood Avenue, Holly Hill, FL ten (10) working days from the date of this correspondence.

1609 Ridgewood Avenue remains non-compliant. Therefore, your fines will be \$50 per day per violation (3 violations x \$50 = \$150 per day) until the property is in compliance.

Respectfully,

Randy Ast
Code Enforcement Officer

RA/pc

Attachment: 1609 Ridgewood Ave (4105 : Request for a Lien Reduction - 1609 Ridgewood Avenue)



CITY OF HOLLY HILL

The City with a Heart

1065 Ridgewood Avenue ♥ Holly Hill, Florida 32117

www.hollyhillfl.org

**Building,
Zoning,
Licensing &
Inspections**

386-248-9442
Fax 386-248-9498

**City
Clerk**

386-248-9441
Fax 386-248-9448

**City
Manager**

386-248-9425
Fax 386-248-9448

**Economic
Development**

386-248-9444
Fax 386-248-9446

Finance

386-248-9427
Fax 386-248-9497

**Human
Resources**

386-248-9440
Fax 386-248-9448

**Information
Technology**

386-248-9459
Fax 386-248-9448

**Public
Works**

386-248-9463
Fax 386-248-9499

**Utility
Billing**

386-248-9432
Fax 386-248-9458

**Mayor & City
Commission**

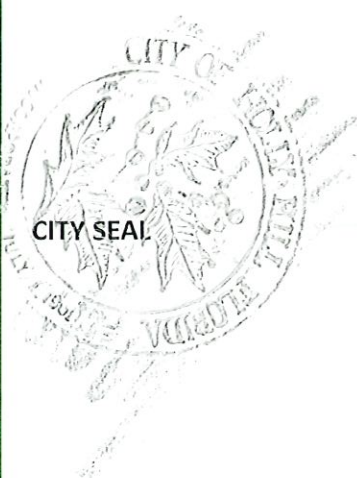
386-248-9441
Fax 386-248-9448

CERTIFICATION OF ORDER IMPOSING A FINE/LIEN

I, Valerie Manning, City Clerk, do hereby certify that the attached is a True and Correct copy of the code enforcement Special Magistrate Order imposing a fine/lien for Case No. 21-5713. The City of Holly Hill Florida vs. Ludelva LLC, owner as it appears in the Public Records of Volusia County, Florida.

IN WITNESS WHEREOF, I have set my hand and seal of the City of Holly Hill, Florida, on this 24th day of March, 2023.

Valerie Manning
Valerie Manning, CMC



Attachment: 1609 Ridgewood Ave (4105 : Request for a Lien Reduction - 1609 Ridgewood Avenue)

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

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

**Parcel No. 4242-20-09-0050
Case No. 21-5713**

Petitioner,

-vs-

Ludelva LLC, Owner(s)

Respondent(s).

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 20th of May, 2021, 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 Ludelva LLC, the Owner(s) and Respondent(s) of the property located at 1609 Ridgewood Avenue, Holly Hill, Florida 32117 were issued a Violation Notice on the 15th of April, 2021, and a Notice to Appear on the 26th of April, 2021, for the violation of Section 14-3 – Damaged Structures. Damaged openings such as doors, windows or other apertures or holes in the building envelope or roof shall be allowed to be temporarily protected, but repairs or replacement of the damaged doors, windows, other apertures or holes in the building envelope or roof, must take place within 90 days. Materials used to protect or cover the opening can be any material approved for use by the then current edition of the Florida Building Code. If using wood structural panels, oriented strand board (OSB), plywood or any other natural wood product, the material used to enclose the building must be neatly fitted to protect the opening and shall be painted to blend in or match the rest of the building. This section applies to uninhabited or occupied structures; International Property Maintenance Code (hereinafter referred to as IPMC) 304.6 – Exterior Walls. Exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration; and IPMC 108.1.1 Unsafe Structure. An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

At the hearing, the Code Enforcement Officer testified and demonstrated through photographs that the damaged property has been sitting in this condition for many years. The property was allegedly damaged by a hurricane over 6 year ago. The walls appear to be unstable and pushed inward and the structure does not appear to be safe or stable at all. The Owner appeared at the hearing to explain that the property had an architect and financing ready for work in 2020 but due to COVID, everything was terminated. To date, the Owner is in the process of obtaining financing for a new storage facility. She has an architect contracted however, the architect does not anticipate being able to draw plans for this new project for at least 120 days. The City objects to such long delays however compromised for an extension of time to obtaining financing, architectural plans, permitting and substantial work.

CONCLUSIONS OF LAW

That Owner(s) and Respondent(s) of the property located at 1609 Ridgewood Avenue, Holly Hill, Florida 32117 are in violation of Holly Hill Zoning and Ordinances: Section 14-3 – Damaged Structures. Damaged openings such as doors, windows or other apertures or holes in the building envelope or roof shall be allowed to be temporarily protected, but repairs or replacement of the damaged doors, windows, other apertures or holes in the building envelope or roof, must take place within 90 days; IPMC 304.6 – Exterior Walls. Exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration; and IPMC 108.1.1 Unsafe Structure. An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

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.

The following timeline shall be met by the Owner(s) and Respondent(s) to avoid the daily fines from being imposed. The Owner(s) and Respondent(s) must complete the architectural plans and obtain the financing within ninety (90) days. The Owner(s) and Respondent(s) must obtain the proper permit within one hundred twenty (120) days. The Owner(s) and Respondent(s) must actively begin substantial work on the property within one hundred fifty (150) days. If any of these benchmarks are not met, a daily fine shall

be imposed for each of the outstanding violations and shall begin immediately on the date that the Code Enforcement Officer determines that a benchmark was not met.

If the Owner(s) and Respondent(s) fail to meet any of the specified benchmarks above, a daily fine of fifty (\$50.00) a day, per violation shall be imposed until the property comes into compliance. Each of the violations that must be corrected are the violation of Section 14-3 Damaged Structures. Damaged openings such as doors, windows or other apertures or holes in the building envelope or roof shall be allowed to be temporarily protected, but repairs or replacement of the damaged doors, windows, other apertures or holes in the building envelope or roof, must take place within 90 days; IPMC 304.6 – Exterior Walls. Exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration; and IPMC 108.1.1 Unsafe Structure. An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

DONE AND ORDERED this 25th day of May 2021, 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 15th day of June, 2021 a true and accurate copy of the foregoing has been furnished by U.S. Mail to:

Ludelva LLC
1609 Ridgewood Avenue
Holly Hill, FL 32117

Ludelva LLC
2665 N. Atlantic Avenue, Unit 406
Daytona Beach, FL 32118


Code Enforcement Official

IMPORTANT NOTICE

The Respondent must notify the Code Enforcement Officer, when this order is complied with. Until the Code Enforcement Officer verifies the property is in compliance the fine will continue to accrue. This order will be recorded in the Official Records of the Office of the Clerk of the Court in Volusia County, Florida, and such recordation shall constitute a lien against the Respondent's real and personal property in Volusia County, Florida, said property to include, but not necessarily limited to that described above (EXCEPT HOMESTEAD)

The Respondent has the right to appeal whether the property is in compliance. The Respondent must file their appeal for a hearing within 20 days from the date the fine goes into effect. If the property is found to be still in non-compliance the fine will begin on the original date the fine was to go into effect. This hearing will only cover whether the property is now in compliance. It will not be a rehearing of the whole case which was previously ruled on.

Attachment: 1609 Ridgewood Ave (4105 : Request for a Lien Reduction - 1609 Ridgewood Avenue)



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

**City Commission
Agenda Item**

5.3

MEETING DATE: April 25, 2023
FROM: Joseph Forte
SUBJECT: Request for Lien Reduction - 1574 Hammock Drive
NUMBER: (ID # 4102)
APPLICANT:
PLANNER:

DISCUSSION:

The City has received a request for a Reduction of Lien for a code enforcement lien that has been placed on the real property located at 1574 Hammock Drive. The owner of the property is Deneece Investment Group, LLC, a Florida company which is owned by Royal Hunt, LLC a Wyoming company, which is owned by Amer Hijazi. The property has been rented and occupied by unnamed tenants.

The property received a Notice of Violation for several code infractions which include:

Section 114-764 Tents

Section 26-61 Sanitary Trash Nuisance

Section 26-61 Sanitary vermin Nuisance

Section 106-1(2) Discharge of Liquids/Solids

The property owner provided the tenants with his own Notice of Noncompliance for Matters other than Failure to Pay on June 28, 2022. Following a neighbor complaint, the City Code Enforcement staff initiated a Code Violation case against the property in August, 2022, which resulted in a Notice to Appear before the Special Master on October 20, 2022. The noted violations were sustained by the Special Master, which carried a daily fine of \$50.00 per violation per day, plus a fee of \$250.00.

During this time, the property owner made several attempts to evict the tenants using the Volusia County Court system, which took several months before a final repossession of the property was enforced. Shortly after the eviction of the tenants, the property owner brought the property into compliance which was effective March 9, 2023.

Since the property is currently in compliance, the property owner is requesting a lien reduction to clear the title.

The City established the following as payment to release the lien and negotiated this payoff with the owner.

FISCAL ANALYSIS:

Total lien	+\$20,600.00
------------	--------------

Required Payment to Release lien

Special Master fee for 1 meeting	-\$ 250.00
----------------------------------	------------

Recording fee	-\$ 20.00
---------------	-----------

Code enforcement staff time 5 hours at \$20.48+35% =	-\$ 138.00
--	------------

Community Development Director 1 hour at 52.48+ 35%	-\$ 70.84
---	-----------

Finance Dept. Research \$15.00+ 35%	-\$ 20.25
-------------------------------------	-----------

Percentage of original lien 5%	-\$1,030.00
--------------------------------	-------------

<u>Total</u>	-\$1,528.09
---------------------	--------------------

Reduce the lien from \$20,600.00 to the agreed upon negotiated fee of \$1,528.09.

COMMISSION GOAL:

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

MOTION:

REDUCE THE LIEN FROM \$20,600.00 TO \$1,528.09.

- 1574 Hammock Drive Lien Reduction (PDF)

Lien Reduction Request Information Sheet

Property Address: 1574 Hammock Dr. Date Prepared: 3/21/2023Owner of Property: Deneece Investment Group LLC.Date of Notice of Violation: 9/15/2022

Violations:

1. 114-764 (Tents) Date of Compliance 3/9/2023 Exhibit A
2. 26-61 (2) (Trash) Date of Compliance 3/9/2023 Exhibit A
3. 26-61 (3) (Vermine) Date of Compliance 3/9/2023 Exhibit A
4. 106-1(2) (Discharge of liquids) Date of Compliance 3/9/2023 Exhibit A
5. _____ Date of Compliance _____ Exhibit _____
6. _____ Date of Compliance _____ Exhibit _____

Date of Special Master Hearing: 10/20/2022 Daily Fines Start Date: 11/24/2022Daily Fines of \$ 200.00 for 103 days equals 20,600 Dollars

Daily Fines of \$ _____ for _____ days equals _____ Dollars

Notes if Applicable:

Fiscal Analysis:

_____ Grass Cutting

\$ 250.00 Special Master Administrative Fine(s)\$ 20,600.00 Daily Accumulated Fines10.00 Filing Fees for Liens

_____ Finance Department Cost (Amount of Staff Hours: _____)

_____ Code Enforcement Cost (Amount of Staff Hours: 5) + 1 Joe + 1 Brian10.00 Lien Release Fees

_____ Other: _____

_____ Subtotal

_____ Interest

_____ TOTAL

MEMORANDUM

DATE: MARCH 21, 2023

TO: CITY MANAGER

THROUGH: CODE ENFORCEMENT

FROM: CODE ENFORCEMENT

RE: CASE # 22-00002335 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 **\$20,850.00** 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</p> <p>☒ 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</p> <p>☒ DOES NOT FAIL</p> |

Attachment: 1574 Hammock Drive Lien Reduction (4102 : Request for Lien Redction - 1574 Hammock Drive)

(3) A request for a waiver of reduction in lien shall not be granted if the Board of County Commissioners has previously reduced the amount of the lien. This statement applies whether or not the request is received from the original applicant for reduction or subsequent applicant.

☐ FAILS

☒ DOES NOT FAIL



Joseph Forte
CITY Manager

☒ APPROVED FOR CONSIDERATION BY BCC

☐ DENIED

LIEN REDUCTION REQUEST PACKET

Date: 3/21/2023

From: Peg Collier

To: Randy Ast Kyle Mahanes

ADDRESS: 1574 Hammock Dr.CASE #: 22-2335Has the property been sold since the City's lien was filed? YES ☐ NO ☒

If the property has been sold then it does not qualify for a lien reduction. Return to Peg.

What date did the property become compliant? 3/9/2023

If the property is not in compliance it does not qualify for a lien reduction. Return to Peg.

Has a lis pendens/final judgement been filed? YES ☐ NO ☒

If a lis pendens/final judgement has been filed then it does not qualify for a lien reduction. Return to Peg.

What date was the lien filed? March 9th 2023

Who owned the property at the time our lien was filed?

Deneece Investment Group LLC.

What supporting documentation is attached?

VCPA PrintoutWho owns the property now? Deneece Investment Group LLC.What supporting documentation is attached? VCPA Printout

NOTES: _____



 CE Officer completing this form

3/24/23
 Date

CITY OF HOLLY HILL

CASE # 22-2335

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: Denece Investment Group LLCProperty Address: 1574 HAMMOCK DR. Holly Hill, FL, 32117

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

cell 386 414 9933Is the property now in compliance? ☒ YES ☐ NO Nates holding@gmail.com

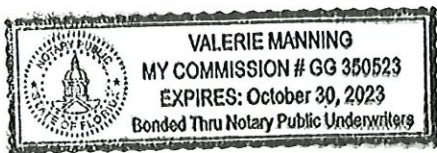
(If No, explain in detail) _____

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

Attachment: 1574 Hammock Drive Lien Reduction (4102 : Request for Lien Redction - 1574 Hammock Drive)

STATE OF FloridaCOUNTY OF: Volusia

PERSONALLY appeared before me, the undersigned authority duly authorized to administer oaths and take acknowledgements, AMERHIJAZI, who after first being duly sworn, acknowledged before me that the information contained herein is true and correct. He/she is not personally know to me and has produced drivers license as identification and did take an oath.

Date: 3/13/2023

(Amer's signature)
Valerie Manning

Notary Public

My Commission Expires October 30, 2023

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

Attachment: 1574 Hammock Drive Lien Reduction (4102 : Request for Lien Redction - 1574 Hammock Drive)

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 Denece Investment Group LLC, the fee simple owner of the following
(Owner's Name)

described property (Provided Legal Description or Tax Parcel ID Number(s))
424231020130

hereby petition the Holly Hill City Commissioners to grant a release of lien in the amount of
\$ 20,850.00 for Case No. 22-2335, 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.

AMER HIJAZI / Denece Investment Group LLC
Owner's Name

Owner's Signature

Owner's Name

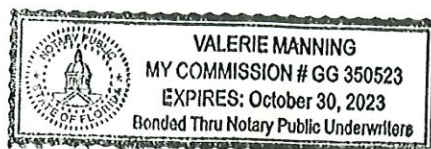
Owner's Signature

I certify that I have examined the application and that all statements and diagrams submitted are
true and accurate to the best of my knowledge. Further, I understand that this application,
attachments and fees become part of the Official Records of Volusia County, Florida and are not
returnable.

SWORN TO AND SUBSCRIBED before me this 13th day of March, 2023.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County
aforesaid to take acknowledgements, personally appeared Amer Hijazi, 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 13th day of
March, 2023



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

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, Amer HIZARI, 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:

PROPERTY WAS TENANT OCCUPIED, ONCE NOTIFIED OF THE VIOLATION I STARTED THE EVICTION PROCESS AS SOON AS THEY FAILED TO COMPLY, BUT THEY KNOW HOW TO USE THE SYSTEM / ~~THE~~ WE WENT TO HEARING 3 TIMES BEFORE JUDGE UNTIL FINALLY GOT POSSESSION OF OUR PROPERTY, SINCE THEN WE ARE CLEANING IT BY LOADING 14 TRAILER TO THE DUMP. I PUT A LOT OF EFFORT TO COMPLY WITH KEEPING COME ENFORCEMENT ON THE UPDATE.

Date: 03/09/2023

Signed: _____

Print Name: _____

Amer HIZARI

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

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

**Parcel No. 4242-3102-0130
Case No. 22-00002335**

Petitioner,

-vs-

Deneece Investment Group LLC, Owner

Respondent.

ORDER OF NON-COMPLIANCE

The City of Holly Hill Code Enforcement Special Magistrate has heard testimony under oath at a hearing on the above styled case on the 20th of October 2022, and based on the evidence received, the Special Magistrate, thereupon issues its FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER as follows:

FINDINGS OF FACT

That the Deneece Investment Group LLC, Owner and Respondent of the property located at 1574 Hammock Drive, Holly Hill, Florida 32117 was issued a Notice of Violation on the 23rd of August, 2022 and a Notice to Appear on the 4th of October, 2022 for the violation of Section 114-764(a) - Allowed tents. No tent shall be erected within the city limits without a permit issued by the city, except the following: (1) Camping tents or other tents used for residential purposes temporarily (not more than 15 consecutive days or 30 total days in a twelve-month period) located in the side or rear yard of property zoned or used for residential purposes; or (2) Tents temporarily (days of garage sale only) constructed pursuant to a lawfully permitted garage sale. A tent is defined as any structure that does not require a building permit with at least a cover or top that is supported from the ground or from above by any means; Section 26-61- Special items declared a nuisance. The maintaining, using, placing, depositing, leaving or permitting to be or remain on any public or private property of any of the following items, conditions or actions are hereby declared to be and constitute a nuisance: (2) Accumulation of trash, litter, debris, garbage, bottles, paper, cans, rags, dead or decayed fish, fowl, meat or other animal matter; fruit, vegetables, offal, bricks, concrete, scrap lumber or other building debris or other refuse of any nature; (3) Any condition which provides harborage for rats, mice, snakes and other vermin; and Section 106-1(2) - Water pollution. There shall be no discharge of liquid or solid wastes into any public or private sewage disposal system, or into or on the ground, or into any waterway, water body or drainage canal, or any accumulation of any liquid or solid wastes in violation of applicable state standards.

Attachment: 1574 Hammock Drive Lien Reduction (4102 : Request for Lien Reduction - 1574 Hammock Drive)

At the hearing, the Code Enforcement Officer Mahanes provided evidence through testimony and photographs that there are tents and drapes over the carport and throughout the yard in various places, there is trash and debris stored throughout the yard and backyard, and racoons and other vermin are seen on the property and using the trash and tenting as harborage on the property. The neighbor, Kirsten Sherer appeared as a witness at the hearing and testified that there are multiple tenting and drapes on the property, racoon and other vermin are frequently seen on the property, and an accumulation of trash and debris can be seen throughout the property. Kirsten also testified that she has witnessed and smelled the burning of trash in their yard on numerous occasions, and frequently smells human or animal feces, as well as chemicals coming from the property. The Owner has not responded to any Code Enforcement Violation Notices and no one appeared on behalf of the Owner at the hearing.

CONCLUSIONS OF LAW

That the Owner and Respondent of the property located at 1574 Hammock Drive, Holly Hill, FL 32117 is in violation of Holly Hill Zoning and Ordinances: Section 114-764(a) - Allowed tents. No tent shall be erected within the city limits without a permit issued by the city, except the following: (1) Camping tents or other tents used for residential purposes temporarily (not more than 15 consecutive days or 30 total days in a twelve-month period) located in the side or rear yard of property zoned or used for residential purposes; or (2) Tents temporarily (days of garage sale only) constructed pursuant to a lawfully permitted garage sale. A tent is defined as any structure that does not require a building permit with at least a cover or top that is supported from the ground or from above by any means; Section 26-61 - Special items declared a nuisance. The maintaining, using, placing, depositing, leaving or permitting to be or remain on any public or private property of any of the following items, conditions or actions are hereby declared to be and constitute a nuisance: (2) Accumulation of trash, litter, debris, garbage, bottles, paper, cans, rags, dead or decayed fish, fowl, meat or other animal matter; fruit, vegetables, offal, bricks, concrete, scrap lumber or other building debris or other refuse of any nature; (3) Any condition which provides harborage for rats, mice, snakes and other vermin; and Section 106-1(2) - Water pollution. There shall be no discharge of liquid or solid wastes into any public or private sewage disposal system, or into or on the ground, or into any waterway, water body or drainage canal, or any accumulation of any liquid or solid wastes in violation of applicable state standards.

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.

The Respondent must bring all the violations listed above into compliance within thirty (30) days of this Order. Failure to comply with this deadline shall result in a daily fine, per violation. The Respondent shall be required to pay a fine of fifty dollars (\$50.00) a day, PER VIOLATION until the property comes into compliance.

DONE AND ORDERED this 26th day of October 2022, 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 26th day of October, 2022 a true and accurate copy of the foregoing has been furnished by U.S. Mail to:

Denece Investment Group LLC
1574 Hammock Drive
Holly Hill, FL 32117

[Signature]
Code Enforcement Official

Attachment: 1574 Hammock Drive Lien Reduction (4102 : Request for Lien Reduction - 1574 Hammock Drive)

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.



City of Holly Hill, 1065 Ridgewood Avenue, Holly Hill, FL. 32117 (386)248-9433

NOTICE OF VIOLATION / NOTICE TO APPEAR

Date: September 15, 2022
00002335

Case Number: 22-

DENEECE INVESTMENT GROUP LLC
137 8TH ST
HOLLY HILL, FL 32117

Violation Location: 1574 HAMMOCK DR

Parcel ID: 4 2 42 31 02 0130

Property Owner: DENEECE INVESTMENT GROUP LLC

Date of Violation(s): August 23, 2022

Violation(s) of Land Development Code / Code of Ordinances:

Violation Detail

00010 114-764 TENTS

Date Est: August 23, 2022 Location: Qty: 001

Violation Text

8/23/2022, 9:56:37 AM HLLHKXM

The tented structures and other miscellaneous units that have been constructed on this property must be removed.

Violation Description

(a)

Attachment: 1574 Hammock Drive Lien Reduction (4102 : Request for Lien Redction - 1574 Hammock Drive)

Allowed tents. No tent shall be erected within the city limits without a permit issued by the city, except the following:

(1)

Camping tents or other tents used for residential purposes temporarily (not more than 15 consecutive days or 30 total days in a twelve month period) located in the side or rear yard of property zoned or used for residential purposes; or

(2)

Tents temporarily (days of garage sale only) constructed pursuant to a lawfully permitted garage sale.

A tent is defined as any structure that does not require a building permit with at least a cover or top that is supported from the ground or from above by any means.

Violation Detail

00020 26-61 (2) 26-61 (2) SANITARY (TRASH)

Date Est: August 23, 2022 Location: Qty: 001

Violation Text

8/23/2022, 9:57:36 AM HLLHKXM

Remove the excessive trash and debris buildup from your back yard.

Violation Description

The maintaining, using, placing, depositing, leaving or permitting to be or remain on any public or private property of any of the following items, conditions or actions are hereby declared to be and constitute a nuisance:

(2) Accumulation of trash, litter, debris, garbage, bottles, paper, cans, rags, dead or decayed fish, fowl, meat or other animal matter; fruit, vegetables, offal, bricks, concrete, scrap lumber or other building debris or other refuse of any nature;

Violation Detail

00030 26-61 (3) 26-61 (3) SANITARY (VERMIN)

Date Est: August 23, 2022 Location: Qty: 001

Violation Text

8/23/2022, 9:57:58 AM HLLHKXM

The trash and debris buildup from this property has become an attractive nuisance for vermin.

Violation Description

The maintaining, using, placing, depositing, leaving or permitting to be or remain on any public or private property of any of the following items, conditions or actions are hereby declared to be and constitute a nuisance:

Any condition which provides harborage for rats, mice, snakes and other vermin;

Violation Detail

00040 106-1 (2) DISCHARGE OF LIQUIDS/SOLIDS

Date Est: August 23, 2022 Location: Qty: 001

Violation Text

8/23/2022, 9:59:11 AM HLLHKXM

Human waste must not be dumped onto the ground but properly disposed of.

Violation Description

(2) Water pollution. There shall be no discharge of liquid or solid wastes into any public or private sewage disposal system, or into or on the ground, or into any waterway, water body or drainage canal, or any accumulation of any liquid or solid wastes in violation of applicable state standards.

The violation(s) must be corrected by: **October 10, 2022**

Code Enforcement Officer:

Kyle Mahanes

386-2489483

kmahanes@hollyhillfl.org

Note:

It is your responsibility to contact the Building and Zoning Department to determine which corrective action(s) require permits. The violation(s) are deemed to still exist if the corrections are completed improperly, without using a licensed contractor, or without obtaining a permit when required.

It is the responsibility of the persons cited to contact the City for an inspection when the violation(s) are corrected. The violation(s) will be deemed to be in existence until the Code Enforcement Officer determines that the violation(s) has been corrected.

FAILURE TO COMPLY WILL RESULT AS INDICATED BELOW:

Applicable Fine:

Mandatory appearance before the Special Master with possible fines of up to \$500.00 per day.

Hearing Date: 10/20/2022 Time: 1:00 PM Address: City Hall, Commission Chambers, 1065 Ridgewood Ave., Holly Hill, FL. 32117.

City abating nuisance which will result in a lien being placed on the property for the actual cost of services provided.

This citation is issued pursuant to Division III, Code Enforcement, Chapter 2, Administration, of the City of Holly Hill Code of Ordinances. These violations for which you are charged are civil infractions. Your signature below does not constitute an admission of guilt. Refusing to sign this notice does not relinquish your responsibility for the listed violations.

Upon receipt of this violation/citation you must, within (15) days, pay the applicable civil fine indicated above or within the specified time period, contest the violation or fine by filing a request for special master hearing. Any person that receives a citation may contest the citation by filing a written request for hearing providing the written request to the City of Holly Hill Code Enforcement Division within 15 calendar days from the citation issue date. If you elect to pay the applicable civil fine, it will be deemed an admission of the violation. If you fail to pay the applicable civil fine as indicated AND fail to appear at the hearing on the date provided above. You shall be deemed to have waived your right to contest the violation and the Special Master may enter an Order imposing a civil fine up to maximum of two hundred and fifty dollars per day (\$250.00) for the first violation and five hundred dollars (\$500.00/Day) for a repeat violation.

Received By

Date/Time

Code Enforcement Officer

Date/Time

Attachment: 1574 Hammock Drive Lien Reduction (4102 : Request for Lien Reduction - 1574 Hammock Drive)

RECEIVED

MAR 20 2023

Laura E. Roth

Clerk of Court Volusia County, Florida

Official Records: 3/14/2023 8:15 AM

Receipt: 302455152 Drawer: 140073

CITY OF HOLLY HILL

Operator: csteadma Due: \$201.50

Instrument #: 2023051124 Type: LN
 Book #: 8379 Page #: 4650 Time: 8:15 AM
 Recording Fee: \$52.50

Instrument #: 2023051125 Type: LN
 Book #: 8379 Page #: 4656 Time: 8:15 AM
 Recording Fee: \$44.00

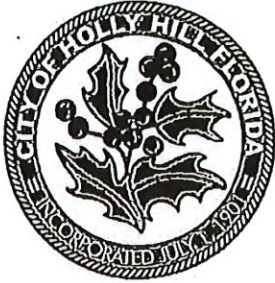
Instrument #: 2023051126 Type: LN
 Book #: 8379 Page #: 4661 Time: 8:15 AM
 Recording Fee: \$52.50

Instrument #: 2023051127 Type: LN
 Book #: 8379 Page #: 4667 Time: 8:15 AM
 Recording Fee: \$52.50

ESCROW: 120 \$201.50

22-2335 ←
 1574 Hammock
 Dr.

Attachment: 1574 Hammock Drive Lien Reduction (4102 : Request for Lien Reduction - 1574 Hammock Drive)



CITY OF HOLLY HILL

The City with a Heart

1065 Ridgewood Avenue ♥ Holly Hill, Florida 32117

www.hollyhillfl.org

CERTIFICATION OF ORDER IMPOSING A FINE/LIEN

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

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

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

**Economic
Development**
386-248-9444
Fax 386-248-9446

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

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

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

**Public
Works**
386-248-9463
Fax 386-248-9499

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

**Mayor & City
Commission**
386-248-9441
Fax 386-248-9448

I, Brian Walker, Community Development Director of the City of Holly Hill Florida, do hereby certify that the attached is a True and Correct copy of the Code Enforcement Special Magistrate Order imposing a fine/lien for Case No. 22-2335. The City of Holly Hill Florida vs. Deneece Investment Group LLC, owner as it appears in the Public Records of Volusia County, Florida.

IN WITNESS WHEREOF, I have set my hand and seal of the City of Holly Hill, Florida, on this 9 day of March, 2023.

Brian Walker, AICP
Community Development Director



Return To:	
Name:	Brian M. Walker, Community Development Director
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117-2807
This instrument Prepared by:	
Name:	Leslie Montgomery
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117-2807
Property Appraisers Parcel ID Number(s) 424231020130	

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

1065 Ridgewood Avenue, Holly Hill, FL 32117.

Respondent ordered to pay fines, fees and cost as follows:

Special Magistrate Administrative Hearing Fine of \$250.00 ordered on October 26, 2022, which remains unpaid as of February 28, 2023.
Case # 22-2335.

Fines of \$200.00 per day (\$50 per violation, per day, for 4 violations) commencing on November 26, 2022.

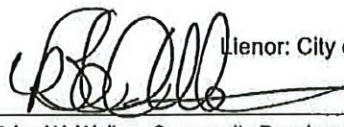
on the following described real property in Volusia County, Florida:

LOT 13 BLK 2 LARSEN SUB MB 11 PG 252 PER OR 4571 PG 3298 PER OR 5984 PGS [REDACTED] PER OR 7546 PG 0434 PER OR 7798
PG 0837 PER OR 7852 PG 1110

1574 Hammock Dr., Holly Hill FL 32117.

Owned by Deneece Investment Group LLC. Fine, fees and cost of \$200.00 per day (\$50 per violation, per day, for 4 violations) commencing on November 26, 2022, along with a Special Master hearing fine of Two Hundred Fifty Dollars (\$250.00), which remains unpaid as of February 28, 2023.

Failure to timely pay the fine and costs; may result in a certified copy of this Order, being recorded in the Public Records of Volusia County, Florida. Which if so recorded shall constitute a lien against the subject property; and upon any other real or personal property owned by Respondent. Respondent shall be responsible for all charges incurred to record any lien, or satisfaction of lien, with the Clerk of Court.

By  Lienor: City of Holly Hill
Brian W. Walker, Community Development Director

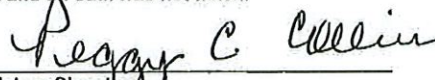
State of Florida, County of Volusia I hereby certify that on 9th day of March, 2023, before me, an officer duly authorized to administer oaths and take acknowledgment, personally appeared Brian W. Walker, Community Development Director, City of Holly Hill, who is personally known to me and who acknowledged before me that he executed the foregoing instrument and an oath was not taken.



Peggy C. Collier
Comm. #00071072
Expires: March 18, 2024
Notary Public, Volusia County

Notary Signature

Printed Name


Peggy C. Collier

Attachment: 1574 Hammock Drive Lien Reduction (4102 : Request for Lien Reduction - 1574 Hammock Drive)

2ndNOTICE FROM LANDLORD TO TENANT NOTICE OF
NONCOMPLIANCE FOR MATTERS OTHER THAN FAILURE TO PAY RENT

To: MANDA BARNES.
 Tenant's Name
 Address 1574 1/2 HAMMOCK DR.
 City, State, Zip Code HOLLY HILL, FL, 32117
 From: NATES Holding LLC
 Date: 06-22-2022

You are hereby notified that you are not complying with your rental agreement in that Backyard Full of Junk, unauthorized people [insert noncompliance, default or violation]. Demand is hereby made that you remedy the noncompliance, default or violation within seven days of receipt of this notice or your rental agreement shall be deemed terminated and you shall vacate the premises upon such termination. If this same conduct or conduct of a similar nature is repeated within twelve months, your tenancy is subject to termination without your being given an opportunity to cure the noncompliance, default or violation.

Living in Backyard
Unauthorized vehicle with no Tag or expired Tag.

AMEER HAJAZI / NATES Holding LLC
 Landlord's Name
 Address 177 8th Street
HOLLY HILL, FL, 32117
 Phone Number 386-414-7733

Approved for use under rule 10-2.1(a) of
 the Rules Regulating The Florida Bar
 The Florida Bar 2010

This form was completed
 with the assistance of:
 Name:
 Address:
 Telephone Number: