CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA ● MAY 23, 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 Mayor Chris Via
c. Pledge of Allegiance

2. PUBLIC COMMENTS

3. APPROVAL OF MINUTES

1. Minutes - May 9, 2023 Workshop and May 9, 2023 Regular City Commission Meeting

   (Requested by Valerie Manning, City Clerk)

4. CONSENT AGENDA - ITEMS (1 - 2)

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-26 A Resolution in Support of the Florida Department of Transportation's Mason Avenue (From N. Clyde Morris Boulevard to N. Beach Street) Resurfacing Project (Phase I), and Long Term Improvements (Phase II); Providing for Conflicts; Providing for Severability and Providing an Effective Date.

   (Requested by Valerie Manning, City Clerk)

2. Resolution –2023-R-27 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Piggyback of Volusia County Master Agreement Ma 32391A, Approving the Purchase of Diesel from Petroleum Traders Corp in an Amount Not to Exceed $30,000 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

5. REGULAR AGENDA

1. Resolution –2023-R-28 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving a Proposal from Zev Cohen and Associates to Prepare Project Design and Construction Administration Services for the Ross Point Paving Project in the Amount of $33,415.00 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

2. Resolution –2023-R-29 A Resolution of the City Commission of the City of Holly Hill, Florida, Rejecting All Bids Due to the Fact that the Lowest Bid Exceeded the Budgeted Amount. Approving the Piggyback of the Florida Sheriffs Association Contract #FSA20-EQU18.0 with Thompson Pump and the Purchase in the Amount of $107,242 for the Purchase of a 10” Compressor-Assisted Primer Pump for Lift Station #4, and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

   (Requested by Antoine Khoury, Public Works)

3. Alley Use Agreement Between the City of Holly Hill and the Owners of 726 / 730 Ridgewood Avenue

   (Requested by Joseph Forte, City Manager)

4. Request for Lien Reduction - 128 2Nd Street

   (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.

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **May 23, 2023**
FROM: **Valerie Manning**
SUBJECT: **Minutes - May 9, 2023 Workshop and May 9, 2023 Regular City Commission Meeting**
NUMBER: **(ID # 4142)**
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from May 9, 2023 Workshop on CRA Extension and the May 9, 2023 regular City Commission meeting.

MOTION:

Approve both sets of minutes as submitted by staff.

- Minutes - May 9, 2023 - Regular City Commission meeting. (PDF)
- Minutes - May 9, 2023 - Workshop on CRA Extension (PDF)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • MAY 9, 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	Excused	

b. Invocation by City Commissioner Roy Johnson
Mayor Via led the invocation. (Commissioner Johnson was excused from the meeting).

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

2. PRESENTATION

1.

Holly Hill K-8 Presentation to Holly Hill Police Department from the HHK-8 School and FastSigns

(Requested by Valerie Manning, City Clerk)

RESULT:	NO VOTE NEEDED

3. PUBLIC COMMENTS

None.

4. APPROVAL OF MINUTES

1.

Minutes - April 25, 2023 Regular City Commission Meeting

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

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

Enacted and approved this 9th day of May, 2023, in Holly Hill

5. CONSENT AGENDA - ITEM (1)

1.

CentralSquare NaviLine Software Maintenance Renewal

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

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

Enacted and approved this 9th day of May, 2023, in Holly Hill

6. REGULAR AGENDA

1.

Piggyback Contract from Mt. Dora Single Source Procurement Kayak Kiosk

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

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

Enacted and approved this 9th day of May, 2023, in Holly Hill

7. PUBLIC HEARINGS - NONE

8. COMMUNICATIONS

A. City Manager Comments

Mr. Forte mentioned that National Police Week is May 9-20, 2023. He was informed today that due to a labor shortage with FPL, the Phase 2 portion of our Overhead to Underground project is going to be delayed further into after the first of the year. We won't see those poles coming down or the new poles up until after least January or February of 2024. FPL is saying it's primarily the labor market that they have in this area and where they have crews that are going outside the area.

Commissioner Penny asked about the lighting on Riverside Drive.

Mr. Forte stated that's still moving forward. That's in design but he doesn't have the date on it but it's still moving forward.

Mayor Via asked if we install that?

Mr. Forte stated no, FPL does. There's no cost to the city. It's a small initial cost to us for the design but there's no cost for the installation of those lights because they end up making their money on the electric bill. The city pays for the utility cost, the bill and the maintenance cost and a monthly bill to them for that.

B. City Attorney Comments

None.

C. City Commission Comments

Commissioner Penny asked if they need to make a motion to excuse Commissioner Johnson? He knows he was detained in the Panhandle for work. He planned to be here.

Mayor Via stated he thinks they discussed it before. He's fine with it. Only if he misses three meetings excused back to back but he doesn't mind if they want to make a motion to excuse him.

Commissioner Penny stated, okay.

*Commissioner Penny made a motion to **EXCUSE COMMISSIONER JOHNSON FROM THE MEETING TONIGHT DUE TO BEING DETAINED IN THE PANHANDLE FOR WORK**, seconded by Commissioner Currie.*

Mayor Via opened public participation. No one spoke.

PASSED, 4-0.

Commissioner Penny mentioned that he wanted to touch on the Early Learning Coalition and stated that his Kiwanis Club works with them. The interesting thing is that the money that they raise in the community…if you give them $100, they get $500 to a match from the Federal government. So, your $100 turns into $500. The challenging thing with the Dolly Parton Imagination Library is that we have such transient communities. They try to sign them up at the hospital and that's their record; that's their home of record and when the books returned and when they don't live there in six months, they get kicked off of the program. If you're a renter and you're not…like the Mayor, he's been in the same house a few years so your kids get the books. If you move, they don't know you moved. That's a big challenge.

Mayor Via mentioned he wanted to let Commissioner Penny know that it was brought up that the Kiwanis Club is the reason why there is money for Holly Hill children. Thank you for what the Club is doing.

Commissioner Penny stated his Club expanded it to the 32117 zip code about six years ago. He thinks they spend about $2500 a year.

Mayor Via stated yes, that's what the lady from the Early Learning Coalition said.

Commissioner Penny stated it's a great program.

Mayor Via stated he thinks that's going to be the match to this grant from the Kiwanis Club.

Commissioner Penny stated we can use our grant to match their grant to use the Federal grant. Commissioner Penny thanked Tony Cassata for the car show. Unfortunately, the weather man scared everyone off but it didn't rain until almost 6:00 PM that night.

Mr. Forte stated in addition to that, they actually raised more money.

Commissioner Penny stated they donated $4,900 last year to the two schools and they donated $6,100 this year. Tony, through some encouragement from Mr. Forte and the school advisory committee, he used to collect school supplies. A lot less cars, they were just in the circle. A great effort, more money back to the community and he just wanted to thank Tony publicly for that. He wanted to thank Pat Abernathy and Pam. From what he understands they selected a date for the next art show. It's going to be right after the Christmas parade at Sunrise Park. The dates are December 2nd and 3rd. Commissioner Penny asked if Mr. Forte or Attorney Simpson had a chance to look into that wind-pool issue.

Mr. Forte stated we looked for historically what happened and we did pull up a meeting where it was discussed but he only has the short agenda on it because it was so long ago, those records are destroyed. He doesn't have any audio record on it and he doesn't have any Commission record.

Commissioner Penny stated he thinks the situation from the insurance position is exactly the opposite than it is now.

Mr. Forte stated he really doesn't know what to do. What we found was it was brought up at a meeting but he doesn't have enough detail based on what he has. He recollection and their Mayor Via's Senior (former Mayor Roland Via) remembers we opted out because it was during his time that it all happened. Mr. Forte stated he doesn't know how they go about opting in.

Attorney Simpson stated he was waiting to see what Joe found but he will try to see if he can trough his old records for what he did in South Daytona and see if that law still exists. Holly Hill was all out in wind-storm. The Commission probably took no action because you were already out. He thinks the city had an opportunity to opt in but the decision was made not to do that. South Daytona was put into it years ago and they started the process to opt out. So, it would be the opposite of what you would want to do now. You would want to try and opt in. The process was changing the wind zone lines and there was a process for it back in the `90s, `2000s. He thinks it was after Hurricane Andrew, most likely. His recollection was South Daytona pursued that and we were the first jurisdiction that ever requested to amend the line at the time. He will see if he can find anything. He briefly looked and Googled it like Commissioner Penny did trying to find the process for wind-zones and couldn't find anything. There used to be a specific process that you went through to amend the line. He will see if he can find that information.

Mr. Forte asked are we looking to just amend the line or opt in?

Commissioner Penny stated if you change the line, you're in. It's the same process.

Mr. Forte asked if Commissioner Penny has a copy of the line and if he could send it to him.

Commissioner Danio thanked Chief Miller for partnering with the school.

Mayor Via also thanked the Chief for all they do and sees them at the school all the time helping out and also at UBIC school as well and wished the Holly Hill Police Department a Happy Appreciation Police Week. Thank you for everything that you do.

D. Mayor's Comments

Mayor Via mentioned that he was asked to join the National Day of Prayer last week. The first one outside in front of City Hall by the flag pole, Commissioner Currie joined us and he just wanted to say a big "thank you" to the churches that came out to do that. They prayed for the city, the citizens, the businesses, the Police, the elected officials, and for all of the city's employees. He really appreciated it. He felt it was very moving. He thanks those churches for coming to us and thinking of our city in that way. Later on that day I joined Calvary Christian Center for a larger ceremony of that and it was very much appreciated. Mayor Via stated he received a letter from the Opioid Abatement Funding Advisory Board and he asked that Mr. Forte would make all of the Commissioners aware of the letter and it's basically a letter that is talking about having Narcan in our schools. What happened is the Opioid Abatement Funding Advisory Board, who Captain Yates sits on, on behalf of the city, and the rest of the cities came together to write this letter to implore the school board to allow Narcan in our schools. As they all know, the Opioid crisis is, in a lot of ways, out of control and the fear is that if a person on campus, especially a student, could somehow come in contact with opioids or fentanyl and could have an overdose in some way, that there's not Narcan on campus. Apparently, it came up to the school board and they did not approve it based on their attorney's advice on the issue of liability. But there is a State Law signed by the Governor under the Good Samaritan Act that actually protects this. When you look at the schools and what is there in case of an emergency, when you look at defibrillators, you look at EpiPen's, you look at all kinds of things, all of these things could actually hurt a person if you use them wrongly. Where in this case Narcan does not have that affect. It came up at the Mayors Roundtable meeting yesterday morning and Mayor Bill Partington brought it up to ask the other mayors to ask their City Commissions for their support so that we could be united as a city. Mayor Via stated his comments, just so the Commissioners know, were very supportive. He thinks it's a no-brianer; that if it could save just one child's life. If it wasn't there on campus and one child accidently or maybe not accidentally, maybe an 8th grader that took a pill and overdosed and that Narcan was not there to save that kid's life, he thinks we all have a duty to speak up and to have that on the campus. His comments were he wants to make sure the cities stay in line. That we do not tell the school board what to do. We don't have that jurisdiction. It is their jurisdiction to decide this but as community leaders, we care and our first and foremost goal here, is of course, is community safety and especially for our children. In response to that, he said he would ask this Commission that they support, if he were to agree to this letter of support to ask the school board to allow Narcan on their campuses.

*There was **CONSENSUS** from the rest of the City Commission in support of allowing Narcan to be on the school campuses.*

Mayor Via stated the City of Ormond Beach did a letter of support so he asked Mayor Partington if that's what they were looking for, the Opioid Abatement Advisory Board, to send to the County or if we could just sign on to it with all the mayors collectively, one voice. He knows that they have a meeting tonight but didn't see it on the agenda but he will go listen to it and see if someone brought it up because he knows it's a hot topic right now. The Flagler County School Board just approved it about a month ago or so ago to allow Narcan on campus. He believes the school board is going to go that way. He doesn't blame them when they have advice from their attorney but now that it's coming to the forefront. The Sheriff is behind it and offering training to the teachers and nurses to be able to implement this and how to keep it safe on campus. Once again, this Narcan is safe. It's not going to hurt you. He's not sure if they just want a letter from the city but if it is, it will just mirror what is said in this letter. Mayor Via mentioned that he and Mr. Forte met with representatives from the Early Learning Coalition and they were speaking specifically about the needs of our community. Specifically, he got some disappointing facts about our Holly Hill school with reading. It was brought to his attention that we are one of the lowest for 3rd grade reading scores in Volusia County and the 5th percentile in Florida. The Early Learning Coalition representatives believe, as I believe, that a lot of the problem is that parents nowadays aren't reading to their children or not making them read, they're not teaching to their children. What the Early Learning Coalition does, among many other things, is the Dolly Parton Imagination Library, which is an amazing program. They purchase the books and then children from the ages of zero to five sign up, put your address in and every month they receive one book. Twelve books a year. It's absolutely free to the end-user. Currently, there are 113 kids that receive this. In fact, my daughter received them up until she was five and now my three year old son is receiving them as well. Unfortunately, we do have a lot of blue collar workers that work two or three jobs and he hates to say this but they may not have time to properly read to their kids. It's an unfortunate reality. What this does is, is it takes away, books are expensive, and it takes away that barrier for a lot of people that they don't have to purchase them. To be honest, these books have helped his family and they come through the mail and it's the coolest thing because the kids think they get something in the mail. There are 1400 kids that are eligible for this. That's what the Early Learning Coalition estimate. They talked about ideas of what they can do to get those numbers up and Mr. Forte talked about putting out the program through the city's water bill. There's a grant from the Florida League of Cities, a City Catalyst grant. The city has received money in the past from it. Initially, he was thinking for Sunrise Park because they will help with parks and literacy. Mr. Forte latched on immediately to the idea of using it for this because they also need to raise money. It cost $30.00 per kid, per year in the program. What we are going to look to do is to partner with the Early Learning Coalition and to put out for this grant and hopefully we receive this grant so that we can get as many kids as possible and our first goal will to be double that amount of kids right away to get them reading. There will be more information coming about this. He just wanted to make the Commissioners aware of it. He told them he would make a video, have a campaign and reach out to our churches and challenge their congregations to go ahead and get young families sign up for this as well. He thinks it's so important that we provide every resource that we can, to our children and to our families that really need this. Mayor Via mentioned the appropriations. There's great news on that. He is sure they all have heard that both of the city's appropriations got through and now it's just awaiting the signature of the Governor, which we shouldn't have any problems there. It's looking really good. As soon as the Governor signs that budget that means the city's appropriations are in stone. If you see Senator Tom Wright or State Representative Tom Leek or Representative Chase Tramont just make sure to go out of your way to say thank you for what you did. All three of them fought very hard for these appropriations and they're the reason why the city got this. He is very grateful.

Mr. Forte stated he will put together a quick summary of the legislative changes that affect us here in the city. And of course, the Commission is aware of Form 6 as part of your reporting but he will put it together the changes that went to the Legislature this year.

9. ADJOURNMENT

The meeting adjourned at approximately 6:25 PM.

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES ● MAY 9, 2023

City Commission Chamber	Work Session	5:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

2. ROLL CALL

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

3. CRA EXTENSION

1.

CRA Extension

(Requested by Valerie Manning, City Clerk)
Mr. Forte stated they talked about this at the previous work session and he said they would come back and have another discussion and the point of it is to get to the Commission's direction on moving forward. He doesn't want to assume that everybody thinks we're going to automatically extend the CRA time frame. There's some criteria…he sent them out his list of notes he had back from a year ago in May when he met with Kevin Fall, he met with Clay Irvin and one of his staff members to talk about it and there was a little more than a dozen items that came up on here that were of note. He doesn't want to say of concern but of note that they need to consider in moving forward. He thinks the most important thing they need to plan for is if we're going to hire a consultant to update the Master Plan and update the blight study, and they'll do that in to comparisons to what it was back in the `90s when they first did it. But in order to do that, according to what we're hearing from Clay's office, is they're wanting to see more specificity and what kind of projects the city wants to put together and then there's going to be certain restrictions. I've said it before, and Clay has reiterated that things like community policing to be funded through the CRA will no longer be an approved project. They want to see more things that are substantial in nature, to put a dollar value on with specific dates for starting and completing. John Cox actually had a meeting with one of Clay's staff members and he'll have John come up here and give you a brief update on what his conversation was but if I run down this list of my notes originally, we have the

ability to extend the CRA out until 2039. Politically, there may be a majority of the County Council that's in support of extending the time frame of CRA's. They're not necessarily in support of expanding the boundaries unless there was…there would have to be a revision and a plan that would justify why you want to extend the boundary or expand the boundary and possibly reduce another area. He thinks the City Commission did that when he was in Seminole County, you took a certain area of the CRA out and then you expanded it to incorporate the 1200 Center Street property. Again, we need to update the Master Plan. They are focused on affordable housing projects in the CRA's. While we do have a potential affordable housing project occurring, potentially at 1200 Center Avenue, he will try to touch on that maybe at the end of this meeting and get some of your thoughts on that. Community policing, again, that's not something they would support. Septic to sewer projects is favorable if it ties into the Indian River Lagoon. The Indian River Lagoon is not up here, although the Intracoastal does flow into the Indian River Lagoon. Is the Lagoon north of Ponce Inlet or south?

Commissioner Currie stated, south.

Mr. Forte stated if it's south of Ponce Inlet then it really doesn't flow in because it would just come and go out of the inlet. So, there may not be a direct connection there. They are also talking about clawbacks for certain projects. That if they're not funded they will pull their money back on it. We did talk to them a little bit about quiet zones along the FEC so that may be a permissible project that they would support. Mr. Forte asked if John Cox had more to add that he wanted to update the Commissioners on from your conversation with the staff members?

John Cox, CRA Coordinator/Economic Development Manager stated there's not a whole lot that he could add to what Mr. Forte has said. Maybe just a nuance or two. On the issue of affordable housing while the special district of the CRA, the State focuses on housing options especially for low moderate income and what a community or CRA would do. The County Council may or may not be in support of creating more opportunities for housing and the example for that would was, he was at a County Council meeting last month on another matter and they had a discussion on housing and the staff, Clay Irvin actually, was one of the folks up there making the presentation. They had prepared a list of available properties in the County and he thinks at that meeting the staff was directed to just put that on hold or actually, pull some of them out. So, it may not be the priority that it once was from the County perspective but he thinks from the State perspective it probably still is. The infrastructure related issues with respect to grants for sewer connections could be permissible and as Mr. Forte said clawbacks, declining scale, he thinks the County Council is finding that in its next budget year its going to have $10 million for the SunRail program so that's the first expenditure of that kind and that's going to be a recurring expenditure for them and so they want to find ways not to abandoned the CRAs but probably get on a declining scale and find ways for communities to support the things that are going to be in individual communities. The sound barriers may be permissible and he thinks they would be very willing to hear a presentation about that but again, he doesn't want to add anything to what Mr. Forte has said. They want very specific projects with very specific start and stop times and very specific, as much as you can, cost analysis for spending income and expenditures. With respect to the boundaries, if you're going to go through the process of creating a new plan and re-envisioning the CRA or extending its time, that's actually the perfect time to consider changing your boundaries because if you change your boundary today you virtually have to go through the entire process again, recreating what you've already done. He thinks we have a window through 2026 that's when ours expires. It can go further than that. The one in Deltona is not ready to expire for another 13 years so they still have a long way to go. He thinks if he understood correctly, that the County Council could, by a super majority vote of the County Council, extend a timeline even further. He thinks there are more unknowns but he thinks the planning is very important if you want to continue to see the work of the CRA be done. He does think it's going to be done in bolder brush strokes and he doesn't know what that means for the City of Holly Hill. We have sign grants, paving grants and demolition grants and murals in our grant application this year and the number of people you talk to and that you actually get in the pipeline, getting those people through the pipeline is one of the most difficult things and when they come out on the other side. He is working with a recipient now who actually go the work done, has the new sign up and he's trying to gather the information just so the manager can write the check and the qualifications for that grant would be satisfied. He thinks the lowest hanging fruit and the biggest bang for the buck would be for the city to find someway to exploit what is going on across the street at Pictona. That is bringing, literally, thousands of people to the City of Holly Hill who otherwise would never would have been here and they're going to keep coming. They're going to keep coming for a long time. He doesn't know what it means over there. He doesn't know that we need more pickleball courts. It seems like everybody is making them but exploiting that campus with additional entertainment opportunities or new businesses. He does think it's going to have to be the face of new businesses that really continues to generate more activity.

Mayor Via stated Mr. Forte, let me ask just a couple of questions jus so we're all clear and to your point, Mr. Cox. I think, in my vision, that with the CRA, one of the most useful tools that we have had is our grant program and the ability to help our business owners in a lot of ways has made us such the business friendly city and he believes businesses have had a better time with our City Hall than other City Halls and that has been repeated to me from the business community. So, is that not going to be permissible anymore? Meaning, that we can run these types of grant programs through the CRA anymore?

Mr. Cox stated he believes they will continue to be permissible.

Mayor Via stated, okay.

Mr. Cox stated he thinks that's a local jurisdiction decision.

Mayor Via stated but they want to see projects. They want to see the meat. That's the potatoes that we're allowed to do as long as…

Mr. Forte stated when you think about that, we do less than $100,000 a year in local grants compared to the millions that we bring in. It's an insignificant amount of money and he doesn't know if its because of complacency or business owners don't want to reinvest in their properties. He's not quite sure what it is.

Commissioner Danio stated he doesn't think a lot of people really know the possibility is out there.

Mr. Forte stated that can be debated. We've gone up and down the street and provided information to them directly. Kevin Fall, when he was here, literally walked Ridgewood Avenue from one end to the other and dropped information off.

Mayor Via stated but for many businesses that have moved here it has actually been a huge help for them. In some cases, even a defining factor.

Mr. Forte stated, yes, there's some. Like he said, it's not a big number. We would still continue to do it and try to promote it even more because he does think where it was utilized it has been successful and there's definitely visible results from it.

Mayor Via stated it's just like a company that wants to move here just down the street and maybe we can be able to work with them, at least we have that tool in the toolbox to be able to talk about how the city can help make it a reality and then it helps the whole business community and throughout the community. He wanted to be clear on that. The other question that he had was, is the blight study that we would have to do and the consultant, is that already in our budget for this year?

Mr. Forte stated, yes. We put money in the budget, he forgot how much, he thinks $50,000…

Mr. Cox stated we have $100,000 for this year but his guess is that we're not going to spend $100,000 this fiscal year.

Mr. Forte stated there's $100,000 specifically for the consultant.

Mayor Via stated, okay and that should cover what we need for the consultant to do a blight study?

Mr. Forte stated you will want to conduct the blight study and that will be compared to the previous blight study and you will want them to update the Master Plan and that's where we're talking about projects. The last Master Plan was a little bit more broad and we really deviated things…they had things in there like streetscapes. Well, we never got around to streetscapes. There were a lot of things in there that we did and accomplish but there are some things in there that just didn't get accomplished because I don't think it's feasible, not practicable. He thinks that also has to be updated to make sure that it includes whatever new projects that we think we could get accomplished in this next period.

Mayor Via stated so as a baseline from this Commission, is there anyone objecting to us going down the path of going after the next CRA?

There was no one from the Commission that was in objection.

Mayor Via stated he thinks they are all on board that they want to move forward. He thinks now they need to take the discussion into what type of projects we should ask…Are we going to ask the consultant if these projects will…

Mr. Forte stated here's how a consultant works. The consultant comes to town and he meets with the elected body and he gets a feel for where you think the projects are going to go and then he takes some of that information and he brings it out into the community through these charrettes and they have these community work sessions and he presents some of those ideas and he seeks input back from the community as to whether or not they would support those or if they have any different ideas that they would like to be considered. But he doesn't want a consultant coming in here and having a blank slate.

Mayor Via stated, right.

Mr. Forte stated really, that direction should come from the five Commissioners. It shouldn't come from the manager. It should come from the elected body and you should be getting your information from your constituents.

Mayor Via stated, right.

Mr. Forte stated you should be hearing from them and talking to them and getting their ideas and then what you think is a good project you kind of set that consultant on a path to see if that's the direction that we want this Master Plan to go.

Mayor Via stated at this point, we can talk about some ideas that we all have. He will kick it off. A couple of things, he knows for a long time we have looked at the motels along US1 (Ridgewood Avenue) and he knows it's been a concern of law enforcement for many years and there's been great projects like Commissioner Penny's business down the street, it turned into a wonderful business community. He doesn't think all of them can be that way. Every different place has challenges and then we look at how small the lots are on some of these places, is there enough parking, could they be torn down, built into an office space or a restaurant but then you have the water retention restrictions now and you can't make it work with parking. There's a lot of challenges to that and over the years he has talked to Mr. Forte a lot about this. The other problem that we have with that is that a lot of these motels actually make a lot of money and so the cap rate on these motels are very low, which means they're very expensive to purchase. He's not convinced it's the way to go but he definitely, if he could wave a magic wand, he believes the most blight throughout our business community is some of those motels. He would like to see something done with them. He doesn't know what and he doesn't know how much money that entails but that's just something I wanted to throw on the wall as a goal. The other thing that he would like to see in the next (*? Cannot make out on audio*) is an emphasis on LPGA. LPGA, more and more is becoming the gateway to our city with people coming in and he knows we need projects. He knows that we have talked long term about four-laning LPGA and what he would say to that is tie in and he hasn't talked to Mr. Forte about this yet, the canal and stormwater. He knows what the County provided to staff, talked about stormwater improvements as well. Maybe that could be tied into…because when we look to four-lane LPGA, if we go down that path then the biggest problem hurdle we have to get over is that canal. Obviously, there's going to have to be massive amounts of stormwater changes there. We may have to get creative. He would like for that to be in it if there's going to be a CRA and so that would be included along LPGA. There's also a couple of businesses that could maybe be helped along LPGA as well. Those were just off the top of his head as a couple of things that he wanted to see and he also wanted to see a continuation of having that tool in the toolbox to be able to provide businesses grants and to be able to help businesses when they come to our area. He thinks it's really important for this city. Mayor Via opened the discussion up to any of the other Commissioners with ideas.

Commissioner Danio stated motels, he thinks, is going to be everybody's first because we've come leaps and bounds and so far we are removing all of the outside displays that were getting out of control and he thinks we've done a great job on that. The problem, he was talking to Mr. Forte, what do you do if you end up, like the Mayor said with a magic wand, end up with the motels and they take them down and we end up with empty parking lots, no tax base so it's like what are we going to do? It's kind of an animal that we're going to have to figure out. The first thing that he thought about when Mr. Forte was talking to him about, is we had that talk a few years back, I had a few ideas and I threw up there some pictures of places that I went to that had all these peanut figure type things and their city was kind of known for the Peanut Capital of the World by putting up all these peanut statues and I was trying to throw out some creative ideas for these people to maybe get a vintage stroller on his property versus having twenty old strollers;

something like what the guy at Amish Home Furnishings store has on Ridgewood Avenue. Our city has Pictona and pickleball is kind of our thing now. If we can figure out things that are pickleball themed, like this one thing that he threw out there like having some of the signs that you see for a park that way and have a pickleball paddle theme or a sign and just see if we can feed off of that in certain areas somehow. Some people driving through would know from one end of the city to the next it's not just Pictona, it's pickleball. It's kind of throughout our city that we're running the theme through. Retail, like they were talking about earlier, the brick-and-mortar retails, building on empty lots is probably not going to be that…they have enough empty buildings to refurbish and kind of fill up. The other thing he thought about but Mr. Forte said it's kind of small potatoes is continuing our murals ideas, especially with some of the buildings that could really use a little spiffing up on the sides. We have a grant for that and maybe we can push for that.

Commissioner Currie stated she basically has some of the same thoughts. The motels and Ridgewood Avenue, we really need to seriously look at that corridor. A project like LPGA widening, would that qualify under our CRA since it's not really the city's road?

Mr. Forte stated it's in our CRA district.

Mayor Via stated, yes. But not the widening; he doesn't mean the paving of it. He doesn't think that can be included.

Commissioner Currie stated, okay. She was talking more of the stormwater aspect of it.

Mayor Via stated stormwater and then keep it in there for the businesses along there. It's a gateway.

Commissioner Currie stated, okay.

Mayor Via stated we have a junkyard along there…

Commissioner Currie stated, exactly.

Mayor Via stated that we could maybe have some creative ideas.

Commissioner Currie stated, agreed. She just wanted to clarify. She really thinks that we need to try to embrace Pictona as far as maybe coming up with some ideas. She knows we really need to work on parking for Pictona. She sees it when they have their tournaments and it's not adequate. She saw it Saturday when they had a tournament. It wasn't supposed to rain until 11:00 AM but a monsoon came down around 9:30 AM/10:00 AM.

Commissioner Penny asked if the cars got flooded?

Commissioner Currie stated well, there was one where they kept calling out the owner because it was almost up to the door and she had suggested to Mr. Forte today that we put some kind of a warning signs up there, retention area, parking area or something. She just really thinks we need to look at that as well and she doesn't know what some of that would entail at this point but she does think they need to look at those things.

Mayor Via asked can he expand upon that?

Commissioner Currie stated, sure.

Mayor Via stated Mr. Forte, what about the lot that is to the south of Shirley Hayman Park.

Commissioner Currie stated, yes. We've talked about that too.

Mayor Via stated he knows its low lying…

Mr. Forte stated Shirley Hayman Park is at Mason Avenue.

Mayor Via stated I'm sorry, not Shirley Hayman Park, Hallman Park.

Mr. Forte stated it's actually east of Hallman Park along the railroad tracks and staff contacted those owners several months ago, just anomalously, not that they knew it was coming from the city, but just enquire if they would have interest in selling the property and the response they gave back was that they are putting plans together to put warehousing on that property. Don't know if that's true or not but that was the response that we had received back. That property is also very low in the wetlands. Certainly, in the floodplain. There will be a lot of challenges to putting parking there not that it's not possible but it certainly will have its share of challenges if we are going to put additional parking there.

Mayor Via stated that's the reason he brings it up because he knows, at least prior, the County was interested in environmental and since it's such a low lying area, if the city could…if it's going to be developed it would have to be built up, it would have to go through a lot of different things. If we could actually save a lot of it and in the front part have parking and maybe a pocket park, some kind of new thing. It may be an idea that we look at future wise and include in the CRA. He remembers the County was talking about conservation. So, he doesn't know if there's a…

Mr. Forte stated that wouldn't count as conservation land.

Mayor Via asked even if we did like half of it…

Mr. Forte stated he doesn't think it's big enough to be considered conservation land.

Mayor Via asked is it not…

Mr. Forte stated conservation land has to fit into acreage.

Mayor Via stated, alright. He was just throwing out ideas.

Commissioner Currie stated possibly some of the properties over here. She knows Laura's Boutique, she had passed away recently and she doesn't know what they're doing with that but maybe purchasing some of that up to try and get some smaller chain hotels interested. Like a Holiday Inn Express or something like that to accommodate Pictona. She just thinks that might be the road to go. It's going to be two-fold. It's going to help them clean up Ridgewood Avenue, like we all know we want to do and we have wanted to do and we're doing. Those are just some of her thoughts.

Commissioner Danio stated he was going to say when she said about the Holiday Inn Express, he had said a long time ago about the Florida Health Care facility would had been nice.

Commissioner Currie stated, yes.

Commissioner Danio stated because he thought even though we're not on a highway corner like some of the big hotels, a little small in between type hotel like that would be great for the city.

Mayor Via stated, sure.

Commissioner Penny stated when he first started thinking about it, the first thing that came to his mind was the quiet zones because Mr. Forte has already talked to the County about it and then LPGA came right to his mind and then he really starting thinking, "what's the purpose of the CRA?" To remove the blight and he thinks they would all agree that one of the biggest blights the city has are the motels. Yesterday, he reached out to the Police Chief and the Commissioners got an email today with a spreadsheet. He asked the Police Chief, "Hey, is there anyway to show the calls that go to these motels?" Commissioner Penny stated he doesn't think they are really motels. A motel is something that you drove from New York and you spent the night on your way in to Miami. These are places that people are living in. They're apartments. Chief Miller put together a spreadsheet for the Commissioners. He was busy at work so he didn't get a chance to digest it all (referring to the spreadsheet). He started looking at it real quick. He looks out his front window and there's…712 Ridgewood Avenue is right across the street from him, the police are there all the time. When you look at the spreadsheet, if they had a chance to look at it, the police are at a lot of these motels more than once a week. It's mind boggling how much they're going there. When you look at the clientele that are living in these motels, a lot of them…he had a guy…I had to call the police last week because someone was evicted from 712 Ridgewood Avenue and set up a camp behind my office. The guy was living back there. When you look at it, okay that's terrible but then you look at the ancillary effect that the people that live in those motels. If you drive down State or 3rd Street or Daytona Avenue and 8th Street…and one of the biggest complaints that he gets is drug deals. It's the drug deal that happens on the side of the road that fast. Cops can't be everywhere all the time. If the citizen calls it in it's too late; it's gone, it's happened. But he believes a lot of that drug activity is coming, the buyers are living in these motels and the drug dealers aren't going to the motels because they know they will get caught, boxed in and caught by our law enforcement officers so they meet them on these side streets. Commissioner Penny stated he thinks that needs to be our number one focus. How's it going to hurt us? We're going to tear all these buildings down and we're going to have no tax base. Just using 712 Ridgewood Avenue, the property appraiser has that place assessed fair market value at $252,000. They pay $4500 in taxes annually. The city's portion is $1500 annually. Let's just take the whole tax value at $4500 and just use it as an example because they're all different. He didn't analysis all of the data but if we take the thirteen motels that are on the spreadsheet and if the entire tax bill is $4500 that's less than $60,000 less revenue if all those motels were eliminated. So, it's not like it's the end of the world. He's not saying eminent domain them. He's saying go in and negotiate. Ask for them at fair market value for their property. Former mayor Bill Arthur told him years ago the definition of blight is if the property is more valuable without the building on it and if you eliminate the building, you're going to eliminate the people living in the building, you're going to eliminate a lot of that ancillary drug activity on the side streets and I think that's going to be the greatest impact we can do for this area.

Mayor Via stated and to build upon that though, is not only, we have to look at it, we're not loosing that taxable value. He believes that taxable value for the businesses around it is actually going to go up. Especially, with time.

Commissioner Penny stated and it may add additional parking. Some of these businesses are pinched for parking. Commissioner Danio, perfect example. He had to buy the barber shop so that he could get people to park there. When the Florida Department of Transportation (FDOT) took away all of the on street parking. He just tries to think of the worse case scenario. They know he's a number guy and sorry that he's not prepared as he should be but it's just an example. It's attainable. If they have…and he knows that they have talked about it but we've never really done anything about it because we've had all these other focuses. The city has done a lot of good things with the CRA over the last 20 years.

Commissioner Danio asked if he could ask Commissioner Penny a question. A lot of those guys are making a lot of money on those things (referring to the motels) because you say that they're like apartment type, are they going to be like the 8th Street guy, kind of sticking it to the city because we…

Commissioner Penny stated it's all negotiable.
Commissioner Danio stated, right.
Commissioner Penny stated it's all negotiable. The value is whatever the buyer is willing to pay for it.
Commissioner Danio stated but their value might be what they think because they're turning this over year after year after year.
Commissioner Penny stated he gets it. There's how much are you making? How much are you reporting to the IRS? How much are you reporting to the bed tax? All these things.
Commissioner Currie stated, she agrees.
Commissioner Penny stated he understands there's businesses that have two sets of books. In a cash business, it's very easy to have a couple of sets of books. He doesn't know what the things are but he knows everything is for sale for the right price.
Commissioner Danio stated, right.
Commissioner Penny stated he's not saying that we go in and offer him ten times the value of it but if it's assessed at $252,000, it's probably…if you assessed it on the cash flow basis, it's probably worth more than that. So, maybe it's worth $400,000, maybe some of these owners are getting older and they're ready to sell, maybe their kids don't want to take it for the next generation. He doesn't know but he thinks when they look at what can we do and what have we done and how much better, you'll get a hundred times more impact by eliminating one of these motels than to painting five more murals on buildings in town. The murals are going on the good buildings.
Mayor Via stated, right.
Commissioner Penny stated and the people that apply for the grants, the signs, there the best buildings. The worst buildings don't want to spend another dime on their property. If we eliminate that from the US1 corridor, he thinks that would be the biggest bang. He would say motels, LPGA, and quiet zones. He thinks we are all kind of saying the same thing.
Commissioner Danio stated one of the books he read not too long ago on the Airbnb places and it would be nice to see about or putting…kind of transitioning some of these motels into something that would qualify for an Airbnb.
Commissioner Penny stated it would be nice. He wouldn't recommend his worst enemy to spend the night in one of these motels.
Commissioner Danio stated, he agrees.
Commissioner Currie stated, no.
Commissioner Penny stated he was so embarrassed when we had the art show a couple of years ago at City Hall, he was talking to one of the artist's, "where are you staying?" He said, "I'm staying down at this place here but I'm afraid to get under the covers", he said. Commissioner Penny asked what does that say?
Commissioner Currie stated to go off of that, like with Pictona, we've had NBA stars here, we've had NFL stars here because of the Major League Pickleball tournament. We've had numerous people over there and where do they stay? They certainly don't stay in Holly Hill. Just the appearance of our city would benefit from that being placed top priority for the CRA. She agrees.
Mayor Via stated he agrees too and to expand upon it and he's going to play devil's advocate, he completely agrees with you. Look, we've identified the problem. He thinks

they can all agree on that. The other thing he wants to add to before he goes there is that this CRA has been a very well managed CRA. Down south there's been some that completely were run absolutely wrong and you can see the impact that the CRA has made in our city by just driving down US1 and seeing the beautiful trees, seeing the landscaping, seeing the powerlines going down and all of these projects that are taking place. It's been an amazing charrette and now we're left with, what else do we have to do? Well, what was left out of the CRA over the last 30 years, even though it was an idea that kept coming up was we could never really purchase those motels. But another thing that we can look to do too is because, it will surprise you the amount of money these people are asking for these motels. A couple of them are for sale right now and I've looked at them for investors and they want absolute top dollar and it's probably a lot like what Commissioner Penny said, maybe they have a lot of cash that's coming in as well that isn't necessarily on the books. But what we could maybe look to do is with the CRA and he doesn't know if the County would be for this, is to incentive more people like with Commissioner Penny's location down there on Ridgewood, to help…we don't necessarily need to take on the burden of purchasing it but we could come up with programs to entice other entrepreneurs to come in and create businesses or to create something better or maybe we identify a place where there's a really great operator that can come in and do something better at a higher standard. Maybe that's something that we can look into as well so that way…he has a deep seated reservation that he believes government should be less and that we shouldn't make the market, we should…the market should make the market. Where he hesitates is, is coming in strong and we're making the market here but the other side of the coin is, as he sits here directly as Mayor, is we've identified the problem now we just need the solution because he agrees with them. He thinks it brings the wrong, he doesn't want to say type of people but it brings crime and it brings other activities that the city is trying to get away from and is the definition of blight in his eyes.

Commissioner Penny stated he agrees with the Mayor that the market should set the market but he believes that the CRA is there to do things that the market won't. To jump start the market. He's looked at several of the other motels, similar to his unit, most of them won't work. Most of them the structures are too small. What was unique about our place was they were separate. There were two together. There were two rooms together with the wall between them. They tore the wall down and now we have twelve separate buildings that were twenty-four units. If you could find the proper place now you have St. Johns stormwater management and all those things. He doesn't think you could build our complex today. It couldn't be done today. There's no retention there.

Mayor Via stated, good point.

Commissioner Penny stated he thinks we're all saying the same thing. We just don't know how to get there.

Mayor Via stated, yes.

Commissioner Currie stated, exactly.

Mayor Via stated Mr. Forte, I don't know if you need more clarification or direction.

Mr. Forte stated, no.

Mayor Via stated what he's hearing is that we do a contract with a consultant and start that process.

Commissioner Danio stated one of the things that he, not to interrupt, when Mr. Cox was saying about having a start time and end time, can we actually commit to an end time the way things seem to prolong?

Mr. Forte stated we have to have an end time. The CRA has to end. They have to have a project…

Commissioner Danio stated no, he doesn't mean that. He means when they start something, we can start on this date but the way things are can you…

Mr. Forte stated if we're not showing progress by a certain date that's where they have the clawback.

Commissioner Danio stated, okay. The progress…

Mr. Forte stated, yes. The only thing he would add in addition to what all of you have talked about is, somebody had mentioned the salvage yard on LPGA and the possibilities of relocating them. It's something that we will need to look at to see if it's possible, within the city, outside the city, what the cost would be. Again, we all know that the motels are the biggest problem. They've been cleaned up compared to what they were 30 years ago but they still remain a problem and they still have the same issues that they've had for a long time but because they are on substandard lots, if you buy a motel and you tear it down, you wouldn't have a grassy area there, it's going to have to be maintained unless you can buy them where their two together, which there's very few except a couple of them at the south end of the city, you're going to exchange it for vacant land, unless you put in public parking. In order to put in public parking you have to have people to park that want to go somewhere. Again, these lots are so small that you're not going to get a lot of parking on them. We can head in the direction of eliminating the blight and putting in these, he doesn't even want to call them pocket parks but they will require more city attention and maintenance to keep them grassed and green and whatever have you. We can certainly head down that road. We can start looking at that even now. Just keep in mind what we've had. When he was here the last time, he actually did shut down some motels and some trailer parks and some were removed in his absence and they still have 3rd Street and 6th Street that have been vacant now for over ten years. It got rid of a problem but now you have people saying, "well, vacant land; undevelopable; who wants to build there?" They have to do something to overcome that as well. He thinks we have enough here to kind of get started. He thinks we should do away with the less important things that we have been doing and focusing on the bigger change that when somebody drives down the road and they notice what's been happening. Something has to disappear. The blight has to go away.

Commissioner Danio asked would some of these motels be in a position that the code violations or do they…

Mr. Forte stated they don't have enough code violations where you're going to condemn them. The only way you're going to do that through Code Enforcement is that they're in such bad shape that you condemn the buildings and you have them torn down.

Commissioner Danio stated he doesn't know what the situation is but maybe Mr. Walker would know, some of the motels would give us better leverage because a number of code violations.

Mr. Forte stated you don't have code violations to the extent that it's going to cause condemnation.

Commissioner Danio stated no, it doesn't have to be condemnation but it would be where out of compliance…like some of these lien reductions that we've done.

Mr. Forte stated the only thing that they can do, what you're alluding to is, is you get code violations that they don't repair that generates a lien on the property that accumulates to a point where the city would foreclose on it. Foreclosing on the property doesn't mean the motel goes away. It just means somebody else buys it and they turn it back into a motel. That's what happened at 128 Ridgewood Avenue.
Commissioner Penny stated unless the city were to buy it.
Commissioner Danio stated that's what he's saying, it would put us in a better position.
Mr. Forte stated if you foreclose on them and then you can become a bidder on it and you can bid against anybody else.
Commissioner Danio stated well, even if it didn't foreclose, if we're talking about making an offer that would be above…if we had some leverage…
Mr. Forte stated you can't use Code Enforcement as a leverage for the city to buy it.
Mayor Via stated yes, let's slow our roll on that. He knows what Commissioner Danio is saying but…
Mr. Forte stated we shouldn't beat around that bush.
Mayor Via stated we shouldn't be targeting any property whatsoever for any reason. He wants to say heck no to that.
Commissioner Currie stated maybe in a sense to clean them up.
Mr. Forte stated the city has Code enforced them.
Commissioner Currie stated she was going to say that's been tried for years.
Mr. Forte stated but what they do is they bring it up to the minimum that they have to do to bring it back into compliance and the code violation goes away.
Commissioner Currie stated she really thinks they have no choice but to look at purchasing the properties.
Commissioner Penny stated you're going to have to overpay to eliminate the blight.
Mr. Forte stated, which is fine if that's the direction that the Commission wants to go but we can do that. You have overpaid for The Market. They put a lot of money into The Market and the city sold it. It's a productive piece of property today.
Commissioner Penny stated, right.
Mr. Forte stated you have oversold for 6th Street, you oversold for 3rd Street. We oversold for 8th Street and Ridgewood Avenue. We're the government. We're going to over pay for something and you're going to get even less in return.
Commissioner Penny stated while they're talking about motels and he didn't ask Chief Miller about this, Maple Leaf Gardens. He hasn't heard much about Maple Leaf lately. He knows it has gotten a lot better.
Mr. Forte stated well, the principle that was involved at Maple Leaf is deceased who had most of the problems most of the time but a couple of years ago, prior to COVID-19 the city did a very intense Code Enforcement on that property and they brought it up into compliance. He doesn't hear much about it either so either some of their clientele have changed, they're not falling out of code compliance.
Commissioner Penny stated his thought was if it were for sale and we say that we need a hotel in our area, that was a hotel at one time.
Commissioner Danio stated it was a Holiday Inn, right?
Commissioner Penny stated it would be a great place to…
Mr. Forte stated let me just put you in perspective on a hotel. We've talked to the hoteliers, they are not interested and they have advised us that nobody would be

interested in building a hotel on Ridgewood Avenue because it's not on a main thoroughfare, like an interstate, and it's not along the beach like A-1-A. It's nice to think that Pictona needs a place for people to stay but a tournament once a month is not going to sustain a hotel.
Commissioner Currie stated she gets it.
Mr. Forte stated we've talked to them. He's talked to Bob Davis and he said the hoteliers are not going to build…and it's not Holly Hill…
Mayor Via stated he has spoken to realtors as well and that is the case. It's not offense to Holly Hill.
Mr. Forte stated no, it's not Holly Hill.
Mayor Via stated it's not even the motels, it's just the fact that they're building next to big things to do the beach and what have you.
Mr. Forte stated he thinks that somebody could buy these smaller motels and clean them up and make them accommodating for people coming to play pickleball, absolutely. Somebody can buy the one right next door and call it the Pickleball Inn. Decorate it in pickleball fashion and turn it into something that's productive and a true motel where people come and spend a couple of days or a week and they leave.
Commissioners Currie and Penny stated, right.
Commissioner Currie stated not like the ones now because they're month to month to month.
Mr. Forte stated, right and unfortunately, we can't do anything about that.
Mayor Via stated, right. He knows that the Commission is going to have several of these discussions and just for any of the public listening at home, there will be a lot of public input into this whole process and all of your Commissioners, including myself as your Mayor, are always accessible and willing to listen, especially if you have ideas.
Mr. Forte stated he would like to ask the Property Appraiser why he doesn't assess these motels at a more equitable value that they pay more than $1500 a year in taxes.
Mayor Via stated that's a great question.
Commissioner Penny stated the Property Appraiser sends the business owner a way to evaluate and you're not required to fill it out. It asks for your expenses and your revenue. You're not required to fill it out. But this would help us get a better estimate of a true market value of properties in your area.
Mr. Forte stated and he thinks he should go the other way and he should over assess them and let them go to the value adjustment board and justify why it's too high.
Commissioner Penny stated, yes.
Mr. Forte stated he doesn't think any motel has ever gone to the value adjustment board and he thinks maybe it's time they should.
Commissioner Penny stated, yes. He was surprised at how little taxes they pay.
Mayor Via stated he didn't know how little, especially with how much their posting their businesses for, well over a million dollars and if it's assessed for $200,000 that's a little off.
Commissioner Penny stated it's showing his cash flow.
Mayor Via stated he believes Mr. Forte has his direction unless he has further questions.
Mr. Forte stated no, he doesn't think so.
Mayor Via stated we have ten minutes left and one thing, initially he thought of, when they were talking about the CRA, to look to include the historic road, Daytona Avenue

for homeowners to be able to access certain funds. He knows that Daytona Beach has that on beach side. He moved away from that in his mind for several reasons but one thing that came up was the church back here.
Mr. Forte stated that's in the CRA.
Mayor Via stated and is currently, right. He wasn't sure if Mr. Forte had any news on that.
Mr. Forte stated, no. He's waiting for them to come back with the appraisal on it. Of course, we had the folks at Pictona look at the dorms to see if they would accommodate any needs for the youth that come in to town or referees that come in to town for places to stay but it can't be a give away for the city. The city has to make market value on it. He looked into the opportunity of the Historic Society moving into the church, which would be a wonderful…the oldest church in the city housing the Historic Society would be wonderful but there's work to be done and who is going to do that work? The city can buy it, they can move in and use the sanctuary area but there's a lot more rooms in that church, he had a chance to go through it a couple of weeks ago, and it needs a lot of work in order for it to be functional. Who's going to pay for that? Are we going to pay for that or is the Historic Society going to raise money to do it? They would have to be here a long time to raise that kind of money. One thought is to move the Historic Society and the Chamber of Commerce over there and then free up the building across the street and either put dorms there for pickleball or other businesses that are related to pickleball on that property. He's waiting to get the appraised value back before we can decide if it's something that we're really interested in purchasing and even with the appraised value because the church is going to be disbanding, if that's the right word, they have to do something with the monies. Typically, they will donate those monies to other non-profits in the area. If the city is going to buy it, he would almost like to restrict them to Holly Hill non-profits or they would give it to other like churches of their denomination. The first thing they have to do is wait to see what that appraised value comes back as and then if the Commission wants to we'll enter into negotiations with them but once we buy it the maintenance begins. There's expenses, there's utility costs that are already in place, there's property maintenance, there's building maintenance. He was given their monthly expense of what it would cost, even without the church there, what they're paying so far and we to take that into consideration because that's going to be an outward cost from the moment we close on the property.
Mayor Via stated, okay. Is there anything else he wants to discuss?
Mr. Forte stated no but he does want to mention that, and there's really no time to get into it tonight. He met twice with the folks over at Fountainhead about their desire to expand the property since they do own Parcel 1 they're looking to put what they call the Pace Building on there. We've also been talking with Kenny from Beneficial. If they remember he was doing the affordable housing project so he's back in the mix on that and that's only because the County is going to be receiving funds for housing that Kenny's project would fit into that mold. Mr. Forte stated he has already put the County on notice that the city is interested in that. There's going to need to be modifications to the PUD Agreement, there's going to need to be modifications to the Incentive Agreement and he thinks before we get too far down the road, he would like to have a work session with the Commission to get your position on where that's going to begin and end because the options have been expired on Parcel 3 and without Parcel 3 there's

no entitlement to the funds. Parcel 4 is sold. If the affordable housing folks decide they want to buy Parcel 3, are they buying it just for the sake of being able to get Jayson to have those funds or are they going to incorporate it into their project. There's a lot of questions that are still going to come up and even more so but he thinks we're looking at what he thought, and Mr. Walker was with me at these meetings, what I thought was going to be an initial quick discussion about a small…it's still a large major modification but on a small scale, amendment to incorporating the Pace Building on Parcel 1 is now going to expand into the other parcels, Parcels 3 and 4, which will have an impact on the Incentive Agreement. He doesn't see it as being clean-cut as what we initially started out to be. Again, on that project, he mentioned it to Jayson and Mike, the clock is ticking. In order for them to get any taxable money, construction has to be completed by December 2025. That's only a year and a half away to complete construction in order to recoup tax money. Now, jobs incentive money might be a little different. That depends on what happens if Parcel 4 sells and whether or not they would be entitled to those funds and again, that's based on whether or not he purchases Parcel 3 and right now the option on Parcel 3 has been lost. You can see this matrix that's occurring and he thinks he would like to have a workshop to inform the Commission of what you may have forgotten over the years that this has been in place and what changes may be coming down the road.

Mayor Via stated he agrees.

4. ADJOURNMENT

The workshop adjourned at approximately 5:55 PM.

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **May 23, 2023**
FROM: **Valerie Manning**
SUBJECT: **A Resolution in Support of the Florida Department of Transportation's Mason Avenue (From N. Clyde Morris Boulevard to N. Beach Street) Resurfacing Project (Phase I), and Long Term Improvements (Phase II); Providing for Conflicts; Providing for Severability and Providing an Effective Date.**
NUMBER: **2023-R-26**
APPLICANT:
PLANNER:

DISCUSSION:

The Mason Avenue Project is being conducted in partnership with the City of Holly Hill, FDOT, Volusia County, the City of Daytona Beach, the Votran Transit Agency, and the River to Sea Transportation Planning Organization. Two improvement concepts are being recommended to address the existing and future needs for the corridor. Phase I, the shorter-term resurfacing improvements, will include speed management. Phase I is currently funded and scheduled for construction by FDOT in FY 2025.

Phase II, the longer-term improvements, will include a reconstruction of the corridor, with consistent travel lane width, new or relocation of outside curbs, and a 10-foot shared use path on both sides of Mason Avenue. Phase II is not currently funded by FDOT. The City requests that FDOT consider the following elements in the design and construction of the Mason Avenue Project.

Phase I:

- Concrete traffic separators should be used instead of plastic dividers within the hardened centerline.
- Where warranted, pedestrian activated flashing light crosswalks should be installed for pedestrian use and safety.
- Continuous sidewalks should be installed along the corridor for pedestrians where possible given the constraints of the existing corridor.
- Additional safety measures should be installed at the railroad crossing for all modes of travel where warranted and feasible.

The City requests that FDOT consider the following during the design and construction of the Mason Avenue Project.

Phase II:

- Investigate the possibility of incorporating left and right turn lanes at intersections where warranted.
- Investigate the drainage system and incorporate drainage improvements that will effectively drain the road surface during rainfall events while not adversely impacting the adjacent and downstream areas of the watershed.
- Provide multimodal shared use paths on both sides of Mason Avenue to enhance pedestrian and bicycle safety.
- Form a project visioning team consisting of representatives from FDOT, the City, other municipalities, and stakeholders. The purpose of the team will be to provide input to the design team so that the needs of the stakeholders are adequately considered and addressed in the design of the project.

The City of Holly Hill hereby expresses its support for the Mason Avenue Project, Phase I and Phase II, and timely completion by FDOT because it will improve traffic and pedestrian safety, provide operational improvements at intersections, and increase corridor capacity.

FISCAL ANALYSIS:

None; there is not expected to be a financial match to this project from the City of Holly Hill.

STAFF RECOMMENDATION:

To support and approve the Resolution.

COMMISSION GOAL:

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

MOTION:

TO SUPPORT AND APPROVE THE RESOLUTION.

Resolution No. 2023-26

A RESOLUTION IN SUPPORT OF THE FLORIDA DEPARTMENT OF TRANSPORTATION'S MASON AVENUE (FROM N. CLYDE MORRIS BOULEVARD TO N. BEACH STREET) RESURFACING PROJECT (PHASE I), AND LONG TERM IMPROVEMENTS (PHASE II); PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION IN SUPPORT OF THE FLORIDA DEPARTMENT OF TRANSPORTATION'S MASON AVENUE (FROM N. CLYDE MORRIS BLVD. TO N. BEACH STREET) RESURFACING PROJECT (PHASE I), AND LONG TERM IMPROVEMENTS (PHASE II); PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation ("FDOT") is conducting a Corridor Planning Study for Mason Avenue (a/k/a SR 430) from North Clyde Morris Boulevard to North Beach Street (the "Mason Avenue Project"), to evaluate both short-term and long-term improvements to Mason Avenue that would enhance multimodal safety, operations, and connectivity for all forms of travel; and

WHEREAS, the Mason Avenue Project is being conducted in partnership with the City of Holly Hill, FDOT, Volusia County, the City of Daytona Beach, the Votran Transit Agency, and the River to Sea Transportation Planning Organization; and

WHEREAS, as part of the study, two improvement concepts are being recommended to address the existing and future needs for the corridor; and

WHEREAS, Phase I, the shorter-term resurfacing improvements, will include spot improvements and enhance the corridor through safety measures and speed management. Phase I is currently funded and scheduled for construction by FDOT in

FY 2025; and

WHEREAS, Phase II, the longer-term improvements, will include a reconstruction of the corridor, with consistent travel lane width, new or relocation of outside curbs, and a 10-foot shared use path on both sides of Mason Avenue. Phase II is not currently funded by FDOT; and

WHEREAS, the City requests that FDOT consider the following elements in the design and construction of the Mason Avenue Project, Phase I:

- Concrete traffic separators should be used instead of plastic dividers within the hardened centerline.
- Where warranted, pedestrian activated flashing light crosswalks should be installed for pedestrian use and safety.
- Continuous sidewalks should be installed along the corridor for pedestrians where possible given the constraints of the existing corridor.
- Additional safety measures should be installed at the railroad crossing for all modes of travel where warranted and feasible; and

WHEREAS, the City requests that FDOT consider the following during the design and construction of the Mason Avenue Project, Phase II:

- Investigate the possibility of incorporating left and right turn lanes at intersections where warranted.
- Investigate the drainage system and incorporate drainage improvements that will effectively drain the road surface during rainfall events while not adversely impacting the adjacent and downstream areas of the watershed.
- Provide multimodal shared use paths on both sides of Mason Avenue to enhance pedestrian and bicycle safety.

• Form a project visioning team consisting of representatives from FDOT, the City, other municipalities, and stakeholders. The purpose of the team will be to provide input to the design team so that the needs of the stakeholders are adequately considered and addressed in the design of the project; and

WHEREAS, the City of Holly Hill hereby expresses its support for the Mason Avenue Project, Phase I and Phase II, and timely completion by FDOT because it will improve traffic and pedestrian safety, provide operational improvements at intersections, and increase corridor capacity; and

WHEREAS, the City Commission hereby expresses an interest in and may consider at a later date, joint funding with FDOT if necessary to expedite completion of Mason Avenue Project, Phase II.

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

SECTION 1. The City Commission hereby supports FDOT's Mason Avenue Project, Phase I, as further described in the Recitals.

SECTION 2. The City Commission hereby supports FDOT's Mason Avenue Project, Phase II, as further described in the recitals.

SECTION 3. The City Clerk is hereby directed to provide a copy of this Resolution to:

Florida Department of Transportation
District Five Secretary
719 South Woodland Boulevard
DeLand, FL 32720

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

APPROVED AND AUTHENTICATED on this 23rd day of MAY, 2023.

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **May 23, 2023**
FROM: **Antoine Khoury**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Piggyback of Volusia County Master Agreement Ma 32391A, Approving the Purchase of Diesel from Petroleum Traders Corp in an Amount Not to Exceed $30,000 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2023-R-27**
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill has a 12,000 gallon above ground diesel tank located at the Public Works yard which is used by diesel powered engines and the backup generator serving the water plant, sewer plant and Public Works administrative offices. This tank is filled annually at the beginning of hurricane season so that the water and sewer plants can continue to operate for an extended period of time should power fail due to tropical events.

Petroleum Traders Corp has a Master Agreement with Volusia County for the provision of low sulfur diesel fuel. The cost structure for low sulfur diesel is a $.0627 markup over Oil Price Information Service (OPIS) daily low and $.0302 markup over OPIS daily for quantities greater than or equal to 7,500 gallons. The cost structure for low sulfur diesel is a $.03100 markup over OPIS daily low and $.2600 markup over OPIS daily for quantities under 7,500 gallons. The Volusia County Master Agreement, contract extension and affiliated cost structure is included under ‘Exhibit A’.

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

Staff recommend that a purchase of diesel is authorized at a price not to exceed $30,000.

FISCAL ANALYSIS:

Diesel fuel for the above ground tank will be charged to multiple funds to include:

- Sewer division fund 400-3020-535-5250 at 35%
- Water division fund 400-3010-535-5250 at 35%
- Stormwater division fund 460-3080-538-5250 at 10%
- Streets division fund 001-4141-541-5250 at 10%
- Fire division fund 001-2210-522-5250 at 10%

There are adequate funds within each of the accounts to cover this cost.

STAFF RECOMMENDATION:

Approve the piggyback of Volusia County Master Agreement MA 32391A, approve the purchase of diesel from Petroleum Traders Corp in an amount not to exceed $30,000 and authorize the City Manager to execute the same.

COMMISSION GOAL:

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

MOTION:

APPROVE THE PIGGYBACK OF VOLUSIA COUNTY MASTER AGREEMENT MA 32391A, APPROVE THE PURCHASE OF DIESEL FUEL FROM PETROLEUM TRADERS CORP IN AN AMOUNT NOT TO EXCEED $30,000 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A - Volusia County Master Agreement MA 32391A (PDF)
- Exhibit B - City of Holly Hill Purchasing Policy 2.39 (PDF)

Resolution No. 2023-27

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF VOLUSIA COUNTY MASTER AGREEMENT MA 32391A, APPROVING THE PURCHASE OF DIESEL FROM PETROLEUM TRADERS CORP IN AN AMOUNT NOT TO EXCEED $30,000 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF VOLUSIA COUNTY MASTER AGREEMENT MA 32391A, APPROVING THE PURCHASE OF DIESEL FROM PETROLEUM TRADERS CORP IN AN AMOUNT NOT TO EXCEED $30,000 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, diesel fuel is needed in the City to provide for use in diesel engines as well as the backup generator for the Public Works Department; and

WHEREAS, Petroleum Traders Corp has an active Master Agreement 32391A with Volusia County for the purchase of diesel fuel which the City of Holly Hill may piggyback; and

WHEREAS, adequate budgets are available within the divisional funds to pay for the purchase of diesel fuel in an amount not to exceed $30,000.

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

SECTION 1. That the Commission of the City of Holly Hill approve the piggybacking of Volusia County Master Agreement 32391A with Petroleum Traders Corp.

SECTION 2. That the Commission of the City of Holly Hill approve a purchase of diesel fuel from Petroleum Traders Corp in an amount not to exceed $30,000, and authorize the City Manager to execute the same.

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

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

APPROVED AND AUTHENTICATED on this 23rd day of MAY, 2023.

Volusia County
FLORIDA

PURCHASING & CONTRACTS DIVISION

123 W. Indiana Ave., Rm. 302
DeLand, FL 32720-4608
Telephone: 386-822-5788 *Fax: 386-736-5972*
e-mail: MLSmith@volusia.org website: www.volusia.org/purchasing

TO: **Petroleum Traders Corp.**

FROM: Lisa Smith
Procurement Analyst II

SUBJECT: MA 32391A – Bulk Fuel

The current Master Agreement expires **May 7, 2023**. The County would like to extend the above Master Agreement through **May 7, 2024** at the approved pricing emailed March 22, 2023, terms and conditions. Please indicate your agreement by having this form signed by a duly authorized representative of the firm who has the ability to sign agreements and then return via email to my attention.
In order for the Master Agreement to be extended, the County also requires a current Acord insurance form naming Volusia County as additional insured under general liability.

CHECK ONE:

↳ ☒ Yes, we *are* interested in doing business with the County, as outlined above.

↳ ☐ No, we *are not* interested in doing business with the County, as outlined above.

Authorized Signature: Joseph Vanderpool Date: 3/30/2023

Print Name: Joseph Vanderpool Phone: (888) 637-7661

Title: Contract Sales Manager Phone Extension: ______________

Firm's address: 7120 Pointe Inverness Way PO Box 2357
Fort Wayne, IN 46801-2357

EMAIL: jvanderpool@petroleumtraders.com

If you have any questions regarding this communication, please contact me at the phone number or e-mail address shown above.

FOR THE LATEST NEWS FROM PURCHASING & CONTRACTS, VISIT US AT www.volusia.org/purchasing
CURRENT BIDS ARE LISTED AT https://procurement.opengov.com/portal/volusia

Price Redetermination as of 03/2023
19-B-70EM, Bulk Fuel
Petroleum Traders Corporation

Volusia County
FLORIDA

Fuel Type	Current Markup over OPIS daily low	Vendor Proposed Markup over OPIS daily low	Current Markup over OPIS daily	Vendor Proposed Markup over OPIS daily
E-10 Fuel +/= 8000 gallons	$0.0474	$0.0574	$0.0124	$0.0224
E-10 Fuel less than 8000 gallons	$0.3000	$0.3100	$0.2500	$0.2600

Approved by:

Pamela Wilsky

Pamela Wilsky, NIGP-CPP, CPPO, CPPB
Director of Purchasing & Contracts

Volusia County
FLORIDA

Master Agreement

NO. 860 32391A - 1

TERM: 2022-05-08 to 2023-05-07

Date Issued: 04/27/2022

Vendor contact: **Name:** BILL MINNICK **Phone:** 800-348-3705 **Ext.:** **E-mail:**	**County contact:** **Name:** VICTORIA BERTLING **Phone:** 386-248-1760 **Ext.:** 11854 **E-mail:** vbertling@volusia.org	**Bill To:** **County of Volusia** AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Vendor Name: PETROLEUM TRADERS CORP 7110 POINTE INVERNESS WAY FORT WAYNE, IN 46804-7928	**Vendor No.** 98020200020	**Ship To:** AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720

Solicitation Number: 19-B-70EM **Award Date:** **Award Authorization:** COUNCIL	**Purchasing** LISA SMITH **Phone:** 386-822-5788 **Ext:** 15788 **E-mail:** mlsmith@volusia.org **Payment Terms:** Net 45 Days, FOB Dest, Freight allowed

Document Description:
Bulk Fuel

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	40500	EA	per attached price sheet	0.000000
2	40500	EA	per attached price sheet AS OF 3/1/22 PRICE INCREASE ON DIESEL AND DYES FUEL ONLY	0.000000

Pam Wilsky

Pam Wilsky, CPPO, CPPB
Purchasing & Contracts Director

County of Volusia
Sales Tax Exemption Number
85-8012622393C-9

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A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.

If vendor terms and conditions conflict with County of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.

Purchase Order (PO) or Master Agreement (MA) Terms and Conditions

Providing any good or service constitutes acceptance of this entire PO or MA without exception. In the event this document is issued based on a solicitation or quote, the terms and conditions of the solicitation or quote prevail.

Acceptance. Products/Services purchased as result of this PO or MA may be tested for compliance with specifications. Items delivered not in conformance with the specifications may be rejected and returned at the Provider's expense. Those items and items not delivered by the delivery date specified in the accepted offer and/or PO or MA may be purchased on the open market.

Cancellation of Order. A request by either party to PO to cancel the order at no cost.

Delivery. Title and risk of loss shall pass when items have been received, inspected, and accepted by County of Volusia ("County"). All associated shipping, insurance, and other related costs shall be borne by Provider.

Discontinued. Provider shall give County 30 (thirty) days advance notice of a discontinued item(s) so that County can purchase additional quantities of discontinued item(s). County must give written approval of replacement(s) if they exceed previous price or fail to meet quality, form, fit, or function of the discontinued item. Time is of the essence regarding Performance of Services and this PO or MA can be terminated by the County for convenience, non-appropriation of funds, or non-performance.

Disputes. If such dispute arises under this PO or MA and is not resolved informally by the parties within five (5) business days, the party bringing a claim ("Disputing Party") shall deliver to the first level representative of the other party a written statement ("Dispute Notice") describing the dispute. If the respective representatives cannot resolve the dispute within ten (10) days, the dispute shall be escalated through two higher levels of management. If the dispute has not been resolved within 25 (twenty- five) calendar days after delivery of the Disputing Partyâ€™s notice, either party may give written notice to the other party declaring the resolution process terminated and pursue other legal recourse or initiate formal non-binding mediation before a single mediator, which shall be completed within 30 (thirty) days of initiation, in accordance with rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700, et seq., of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction.

Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions. This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency and Contractors shall be prepared to comply with the requirements of the FEMA Super Circular CFR 200.318-326 and Appendix II Contract Provisions as amended. These documents can be found on the Internet at: https:/www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-318

Governing Law/Jurisdiction/Venue. This PO or MA shall be governed by the laws of the State of Florida and venue for any litigation arising from this PO or MA shall be in the County of Volusia, Florida, and any trial shall be non-jury. Provider shall comply with all applicable laws and regulations.

Insurance. For goods and services delivered or performed by Provider on County premises, Provider certifies it maintains comprehensive general liability insurance and auto insurance in the amounts identified in the solicitation and/or contract and any amendments thereto pertaining to this PO or MA, or from an A.M. Best "A -" or better rated insurance firm authorized by the State of Florida Insurance Commissioner. The County reserves the right to require the "County of Volusia" be named as additional insured for projects when deemed necessary. For services performed off County premises and goods delivered by third party carriers, the Provider shall use such carriers that maintain such insurance coverage as set forth above.

Intellectual Property. Provider agrees to protect, defend, indemnify, and save the County, its agents, officials, including elected officials, and employees of the County harmless from and against any and all claims, demands, actions, and causes of action which may arise asserting that a copyright, trademark, trade secret, or patent ("Intellectual Property"), as provided under this PO or MA, infringes or misappropriates any third party's Intellectual Property. If Provider must pay a third party any license, royalty, or other such usage fee in order to deliver the item(s) under this PO or MA, such third party and usage fee must be specified in the Provider's offer to sell to the County.

Indemnification. The Contractor shall indemnify, defend and hold harmless the County and its employees, officers, elected and appointed officials, agents, attorneys, representatives, volunteers, divisions, departments, districts, authorities, and associated entities from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of this Agreement to the extent that any such claim, damage, loss and expense is caused by any negligent act or omission of the Contractor, anyone directly or indirectly employed by Contractor.

Modification & Assignment. County may unilaterally change, at no additional cost, the quantity and receiving point within the County for items not yet shipped. All other items must be mutually agreed upon in writing. County is not required to pay for defective items, back-orders, late deliveries, those quantities exceeding the PO or MA quantity, or items shipped at a higher price than stated on the PO or MA. Neither this PO or MA nor any interest herein shall be assigned, transferred, or encumbered by Provider except as authorized in writing by the County.

Notices. All notices given by one party to the other party under this PO or MA shall be delivered to the receiving party's address set forth on this PO either by hand, qualified courier, or e-mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to the Purchasing and Contracts Department, 123 West Indiana Avenue, 3rd Floor, DeLand, Florida, 32720 or purchasing@volusia.org.

No Waiver. Except as expressly set forth herein, no failure or delay on the part of County in exercising any right, power, or remedy hereunder shall operate as or be deemed a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

Order of Precedence. In the event of conflict between this PO or a Master Agreement (MA), the originating Volusia County contract and amendments thereto shall be controlling. This control shall pertain to all specifications and scopes of work included in the originating Volusia County contract and any amendments thereto.

Payment. Except for construction services, which shall be paid pursuant to the Florida Prompt Payment Act, County shall pay Provider within 45 (forty-five) days after receipt of an accurate and undisputed invoice, unless the County accepts a prompt payment discount from Provider and the goods or services are not defective. Invoice, packing slip, delivery receipt, order acknowledgement, and correspondence shall clearly indicate the PO or MA number. Any additional or different terms and conditions on Provider's documents shall be considered null and void. The County may deduct amounts it is due from Provider's payment or not pay disputed invoices until such dispute is resolved. Nothing in this PO or MA shall create any obligation on the part of the County to pay directly to any subcontractor of Provider any monies due to such subcontractor or claims of such subcontractor for amounts owed by Provider to subcontractor for goods or services provided under this PO or MA.

Sovereign Immunity. The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of the Agreement, Master Agreement, and/ or this Purchase Order to the contrary, nothing in any such documents shall be deemed as a waiver of immunity or the limitations of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in the Agreement, Master Agreement, or this Purchase Order shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

Taxes. County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

Termination for Convenience. The County may cancel the PO or MA in whole or part when it is in the best interest of the County with thirty (30) days notice.

UCC. In addition to any rights or remedies contained in this P.O., each party shall have rights, duties, and remedies available through the Uniform Commercial Code (UCC).

Warranty. Provider warrants that all Work or Services performed under this PO or MA shall be performed in a good and competent workmanlike manner to the satisfaction of the County, and materials shall be of good quality (unless otherwise stated on PO or MA), and free from defects and pursuant to specifications and requirements of the contract related to this PO or MA.

Price Redetermination as of 03/2022

19-B-70EM, Bulk Fuel

Petroleum Traders Corporation

Volusia County
FLORIDA

Fuel Type	Current Markup over OPIS daily low	Vendor Proposed Markup over OPIS daily low	Current Markup over OPIS daily	Vendor Proposed Markup over OPIS daily
Ultra Low Sulfer Diesel +/= 7500 gallons	$0.0527	$0.0627	$0.0202	$0.0302
Ultra Low Sulfer Diesel less than 7500 gallons	$0.3000	$0.3100	$0.2500	$0.2600
Dyed Fuel (Off Road) +/= 7500 gallons	$0.0527	$0.0627	$0.0217	$0.0317
Dyed Fuel (Off Road) less than 7500 gallons	$0.3000	$0.3100	$0.2500	$0.2600

Approved by:

Pam W

Pam Wilsky, NIGP-CPP, CPPO, CPPB
Director of Purchasing & Contracts

File Number: 9726

Date: 04/19/2022	**AGENDA ITEM**		**Item:** 04
[] Ordinance	[] Resolution	[] Budget Resolution	[X] Other

County Goals

[]	Thriving Communities	[]	Economic & Financial Vitality	[]	Excellence In Government	[X]	NA

Department: Business Services
Division: Fleet Management

Subject: Renewal of agreements for bulk fuel with Gentry Oil Company, Mansfield Oil Company, and Petroleum Traders Corporation 19-B-70EM.

Jeaniene Jennings Director Business Services Department Approval	Pamela Wilsky Approved in Accordance with Purchasing Policies and Procedures	Legal Heather Wallace Assistant County Attorney Approved as to Form and Legality	County Manager's Office Ryan Ossowski Chief Financial Officer
Robert Gilmore Director Fleet Management Division Approval	Aaron Van Kleeck Approved as to Budget Requirements		

Council Action:

Modification:

Fund Number(s):	**Description:**	**Amount:**
513 Equipment Maintenance	513-860-6300-5220 (Estimated Annual Expenditure: Fuel)	$6,188,333.00
456 Volusia Transportation Authori	456-670-XXXX-5220 (Estimated Annual Expenditure: Fuel)	$3,072,960.00
999 Various	999 Various Accounts (Estimated Annual Expenditures)	$91,500.00

Total Item Budget: $9,352,793.00

Staff Contact(s):	**Phone:**	**Ext.**
Jeaniene Jennings	386 822 5789	15789
Robert Gilmore	386 254 1595	11862

Summary/Highlights:

On May 7, 2019, the county council approved agreements with Gentry Oil Company, Deland FL , Mansfield Oil Company, Gainesville, GA and Petroleum Traders Corporation, Ft. Wayne, IN for bulk fuel for an initial three (3) years with two (2) subsequent one (1) year renewals.

Staff is satisfied with the service level provided by these vendors and recommends extension of the agreements for the first one (1) year renewal with the same terms and conditions. Both Mansfield Oil Company and Petroleum Traders Corporations have requested an average of $.015 increase to their markup in accordance with Section 12 Unusual Costs due to unprecedented increase in transportation costs in the past two years. The estimated annual expenditure for these services is $9,352,793.00.

Copies of the fully executed agreements and applicable exhibits are available for review in the purchasing and contracts division.

Recommended Motion: Approval.

SECTION I – ALTERNATE ACCEPTABLE MEANS OF PROCUREMENT

POLICY 2.38 STATE OF FLORIDA TERM CONTRACTS / SNAPS AGREEMENTS

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

POLICY 2.39 OTHER GOVERNMENT ENTITIES' CONTRACTS

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

POLICY 2.40 COOPERATIVE PURCHASING

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

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

POLICIES 2.41 RESPECT AND PRIDE

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

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

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

POLICY 2.42 OWNER DIRECT PURCHASES (ODP)

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

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE:	**May 23, 2023**
FROM:	**Antoine Khoury**
SUBJECT:	**A Resolution of the City Commission of the City of Holly Hill, Florida, Approving a Proposal from Zev Cohen and Associates to Prepare Project Design and Construction Administration Services for the Ross Point Paving Project in the Amount of $33,415.00 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.**
NUMBER:	**2023-R-28**
APPLICANT:	
PLANNER:	

DISCUSSION:

On July 12, 2022, the City Commission selected the paving of Ross Point as one of the fiscal year 2022/2023 projects to receive Community Development Block Grant (CDBG) funds. On January 31, 2023, the City received the authorization to proceed from Volusia County, with a CDBG budget of $55,319 to be used towards the construction portion of this paving project.

In addition to specifications for the paved drive isle and affiliated parking spaces, drainage improvements will be required by the St. John's River Water Management due to the proximity of Ross Point to the Intracoastal Waterway.

The City entered into a Professional Consultant Services Agreement for Engineering/CEI Services with Zev Cohen and Associates, Inc., on January 25, 2022 for a term of five (5) years with (2) (1) year renewal options included under "Exhibit A".

City staff have received a proposal from Zev Cohen & Associates for civil engineering services for this project. These services include design development, engineering and permitting, biological assessments, permit application submittals, geotechnical engineering, bidding services and construction administration services. The cost of this proposal is $33,415. Zev Cohen proposal ZC 23123 F is included under "Exhibit B".

FISCAL ANALYSIS:

$98,055 was budgeted into GL account 002-8110-580-4601 for our FY22/23 Community Development Block Grant projects.

STAFF RECOMMENDATIONS:

Approve the proposal from Zev Cohen and Associates to prepare project design and construction administration at a cost of $33,415 and authorize the City Manager to execute the same.

COMMISSION GOAL:

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

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

MOTION:

APPROVE THE PROPOSAL FROM ZEV COHEN AND ASSOCIATES TO PREPARE PROJECT DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE ROSS POINT PAVING PROJECT AT A COST OF $33,415 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A - Fully Executed - Zev Cohen & Assoc. - August 2022 (3) (PDF)
- Exhibit B - Zev Cohen Proposal ZC 23123 F (PDF)

Resolution No. 2023-28

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING A PROPOSAL FROM ZEV COHEN AND ASSOCIATES TO PREPARE PROJECT DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE ROSS POINT PAVING PROJECT IN THE AMOUNT OF $33,415.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING A PROPOSAL FROM ZEV COHEN AND ASSOCIATES TO PREPARE PROJECT DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE ROSS POINT PAVING PROJECT IN THE AMOUNT OF $33,415.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Volusia County has approved the paving of Ross Point Park as a Community Development Block Grant (CDBG) project; and

WHEREAS, the City of Holly Hill has been awarded $55,319 towards this project in a cost reimbursable CDBG grant; and

WHEREAS, Design, Engineering and Contract Management are a necessary part of this project; and

WHEREAS, the City entered into a Professional Consultant Services Agreement for Engineering/CEI Services with Zev Cohen and Associates, Inc., on January 25, 2022; and

WHEREAS, City staff received a proposal from Zev Cohen and Associates, Inc., to provide Design/Engineering and Construction Administration Services at a cost of $33,415.

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

SECTION 1. That the Commission of the City of Holly Hill approve proposal ZC

23123 F in the amount of $33,415, and authorize the City Manager to execute the same.

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

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

APPROVED AND AUTHENTICATED on this 23rd day of MAY, 2023.

Professional Design/CEI Services for Roadways, Stormwater and Utilities Projects (RFQ) #22-PW-01

THIS AGREEMENT is made and entered into this **25 day of January, 2022,** by and between **ZEV Cohen & Associates**, duly authorized to conduct business in the State of Florida and whose address is 300 Interchange Blvd Ste C, Ormond Beach, FL 32174, hereinafter, called "CONSULTANT" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Qualifications (RFQ #22-PW-01), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONSULTANT, constitute the entire Agreement between CITY and CONSULTANT. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for five (5) years from the date of award with two (2) one year extension options which may be exercised at the sole discretion of the City Manager.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONSULTANT a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONSULTANT will invoice the City monthly based upon the CONSULTANT's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. REIMBURSABLE EXPENSES. "Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City's Purchasing Policy.

SECTION 5. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:
Valerie Manning, City Clerk
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117
(386)248-9441

For Consultant:
Samuel C. Hamilton, Jr., P.E., SrVP (Name, Title)
Zev Cohen & Associates, Inc. (Company)
300 Interchange Blvd., Suite C (Address)
Ormond Beach, FL 32174 (City, State, Zip)
(386) 677-2482 (Phone)

SECTION 6. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 7. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 8. MODFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 9. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 10. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNNG ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 11. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

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

WITNESSES:

Valerie Manning

CITY OF HOLLY HILL

Joseph Forte

Joseph Forte, City Manager

Dated: 8-1-2022

WITNESSES:

Viviana Vargas

Jm Cast

FIRMS

By: Samuel C. Hamilton, Jr., P.E., Sr. V.P.

Dated: 7/16/22

Approved by the City Commission of Holly Hill at a meeting held on this 25th day of January, 2022 under Agenda Item No. 8 (3) Consent Agenda.

Zev Cohen & Associates, Inc. City of Holly Hill City of Holly Hill General Engineering Consultant RFQ #22-PW-01				
Billable Hourly Rates				
POSITION CLASSIFICATION	DIRECT LABOR	INDIRECT LABOR AND OVERHEAD	DIRECT LABOR AND OVERHEAD	HOURLY RATE INCLUDING 12% PROFIT
Project Director	$64.90	$79.83	$144.73	$162.25
Project Manager	$57.69	$70.96	$128.65	$144.23
Sr. Project Engineer	$49.04	$60.32	$109.36	$122.60
Project Engineer	$43.27	$53.22	$96.49	$108.18
Engineering Intern	$38.13	$46.90	$85.03	$95.33
Sr. CADD	$28.61	$35.19	$63.80	$71.53
CADD	$24.00	$29.52	$53.52	$60.00
GIS	$24.04	$29.57	$53.61	$60.10
CEI Administrator	$51.68	$63.57	$115.25	$129.20
Sr. CEI	$35.02	$43.07	$78.09	$87.55
CEI	$25.75	$31.67	$57.42	$64.38
Admin	$21.81	$26.83	$48.64	$54.53
Calculation of Multiplier				
Direct Hourly Rate	1.00			
Indirect Labor/Overhead	1.23			
Subtotal	2.23			
x Profit (12%)	0.27			
Total	2.50			

C:\Users\jeckstein\Desktop\Holly Hill Rate Chart 12-21-21.xlsx

Attachment: Exhibit A - Fully Executed - Zev Cohen & Assoc. - August 2022 (3) (2023-R-28 : Ross Point Paving - Engineering)

ZEVCOHEN & ASSOCIATES INC
300 Interchange Blvd., Suite C
Ormond Beach, FL 32174
386-677-2482 • Fax: 386-677-2
www.ZevCohen.c

VIA EMAIL
(sjuengst@hollyhillfl.org)

May 9, 2023

Mr. Steve Juengst
Administration Manager
City of Holly Hill
453 LPGA Boulevard
Holly Hill, Florida 32117

Hereinafter referred to as Client.

RE: Ross Point Park
ZC 23123 F

Dear Steve:

Thank you for requesting a Contract/Agreement from Zev Cohen & Associates, Inc., (ZCA also referred to as Consultant) for civil site engineering services for the above referenced project. We look forward to working with you and the city.

Project Summary

Ross Point Park is an riverfront park in Holly Hill along Riverside Drive. The existing drive isle and parking spaces consist of an unpaved surface. This City wishes to pave the drive isle and possibly the parking spaces. The City will engage ZCA to provide a paving design for these improvements.

Scope of Services

I. Civil Engineering

A. Design Development

ZCA shall coordinate with the Geotechnical Engineer and Surveyor to obtain information necessary to prepare a Design Development Plan (DDP). The DD will show paving areas, drainage features, preliminary grading, and general site information. ZCA shall prepare a preliminary cost of construction estimate. The DD plans shall be submitted to the Client for their review and comment.

B. Final Engineering and Permitting

ZCA shall prepare Construction Plans for Civil site improvements, including paving, grading, striping, erosion control, and drainage in accordance with the Holly Hill Land Development Code.

The plans shall be limited to the drive isle, parking spaces, and drainage improvements as required by SJRWMD. It is assumed no water, sewer, landscape architectural services, or lighting improvements and design will be required.

It appears that a St. Johns River Water Management District (SJRWMD) Environmental Resource Permit will be needed. The SJRWMD application shall be prepared for the Client's signature and submitted.

It is assumed no off-site improvements and no other permitting will be required.

II. Environmental

A. Biological Assessment

ZCA shall obtain aerial and soil survey maps for the proposed development area. This information shall be used to conduct a site visit to determine the potential for wetlands or protected species habitat.

1. Wetland Delineation – ZCA shall flag the wetland boundaries pursuant to state and federal guidelines. Upon completion, a key map showing wetland flag information shall be prepared for the surveyor.
2. Survey for Listed Species – ZCA shall prepare a ground-truthed habitat map and review each habitat on-site for the occurrence or potential for occurrence of protected species. If protected species are present or likely to be present due to habitat, a separate scope can be prepared for a species-specific survey.
3. Environmental Assessment (EA) Report – ZCA shall produce an EA report detailing the methods and results of the assessment and aerial, wetland, soils, listed species (if applicable), and quad maps.
4. Mangrove survey – ZCA shall field locate and identify all mangrove trees to species level along the section of the river that may need to be cleared for the stormwater outfall structure. Mangrove trees shall be located utilizing a differential GPS. Should greater precision be required, surveyor will be required for tree location. The data shall be provided to the project team as a CADD file.

B. Permit Application Submittals

1. Wetland Verification – ZCA shall coordinate and attend one site visit with each of the regulatory agencies listed below. Minor changes to the wetland boundary are included with this task. Additional site visits and major revisions as required by agency personnel will be considered additional services.
2. St. Johns River Water Management District (SJRWMD) – ZCA shall provide the EA Report to the SJRWMD and provide responses to environmental considerations as required in the Statewide Environmental Resource Permit (SWERP) application or exemption.
3. US Army Corps of Engineers (USACE) – If impacts to the wetland along the Halifax River is proposed, ZCA will provide documents to the USACE for a Section 404

Jurisdiction Determination and “no permit required” if required, a Nationwide Permit (NP). **Should the project be determined to require an ACOE Individual Permit, an additional service request will be prepared for this work.**

III. Survey Services

Scope of Service

The standard services provided by Atlantic Drafting & Surveying, Inc. are as follows:

1. Prepare a topographic survey of a part of Ross Point Park located at 611 Riverside Drive, Ormond Beach, Florida as shown on Attachment “C”.

Assumptions

1. Horizontal datum will be referenced to the Florida State Plane East Zone Coordinate System, North American Datum 1983(2011).
2. Vertical control and elevations will be referenced to the North American Vertical Datum of 1988 (NAVD88).
3. If property monumentation is recovered at the boundary corner locations, it will be shown upon the face of the survey; however, this will not constitute a boundary survey and should not be relied upon as such.
4. Planimetric information to be shown on the survey includes site improvements such as: buildings, sheds, fences, concrete pads, driveways, parking areas and adjacent roadways.
5. Surface and aerial utilities will be shown on the survey if they are apparent with corresponding rim, lid or grate elevations. Invert and top of operating nut elevations will be determined if structures are accessible.
6. Topographic information shown on the survey will collected at seventy five (75) foot intervals and will be limited to the area outlined on Attachment “C”.
7. No survey data will be collected within any covered or enclosed structure.
8. A minimum of two (2) semi-permanent horizontal and vertical control points will be set on or near the site for future development purposes.
9. Preparing a TIN/3D existing topographic surface is included with this scope of service.
10. Scaled FEMA NFIP flood zone information will be shown upon the survey.
11. The survey will be certified to the party/parties as indicated.
12. An additional fee for copies beyond those specified in item III. Deliverables will be charged in accordance with Atlantic Drafting & Surveying, Inc.’s standard rates.
13. Any work requested that is not explicitly included in the Scope of Service can be performed at Atlantic Drafting & Surveying, Inc.’s standard hourly rates only upon the Client’s written approval.
14. All survey maps or documents prepared as part of this scope of service will be maintained in an active file by Atlantic Drafting & Surveying, Inc. for a period of one year. Thereafter, a fee may be charged to recover any archived information.
15. Surveying services and deliverables will be prepared per Florida Statutes Section 472.027 and in compliance with the Standards of Practice outlined in Chapter 5J-17 Florida Administrative Code.
16. Atlantic Drafting & Surveying, Inc. will schedule the field services outlined in the Scope of Service once the signed agreement is received.

Deliverables

1. Two (2) signed and sealed topographic survey maps on 24 inch by 36 inch media will be provided.
2. One (1) electronic AutoCAD (.dwg) file and one (1) Adobe (.pdf) file will be provided.

Schedule

1. Atlantic Drafting & Surveying, Inc. anticipates scheduling the services outline in item I. Scope of Service within seven (7) calendar weeks from the receipt of the signed client authorization and approximately ten (10) calendar weeks to the completion of the requested services.
2. The above anticipated scheduling times are subject to change if this proposal has not been authorized within seven (7) calendar days from the date hereon.

IV. Geotechnical Engineering

Universal Engineering Sciences will perform two (2) auger borings to 10 feet each below existing grade within the proposed stormwater swales and two (2) auger borings to 6 feet each below existing grade in the proposed pavement areas. Permeability tests will be performed on samples obtained from the proposed stormwater boring location to provide stormwater design considerations. The auger borings will be performed in accordance with ASTM D-1452. We have also included one (1) recovery analysis to be completed subsequent to the proposed field work.

The data obtained from our field and laboratory investigation will be evaluated to provide the following information and recommendations.

- General soil stratigraphy;
- Current water table and estimated seasonal high water table;
- Presence of or lacking of suitable soils;
- Pavement design recommendations;
- Stormwater management recommendations; and
- Site preparation recommendations.

V. Meetings

ZCA shall attend the following design meetings:

- Design Kick-Off Meeting
- Design Development Meeting
- Final Design Meeting

These meetings have been included in Task I, meetings beyond these shall be considered additional services.

VI. Bidding and Construction Administration Services

A. Bidding Services

ZCA shall provide the following bid services:

1. Prepare one (1) set of technical bid documents for Civil site improvements for the Client's submittal to contractors
2. Attend one (1) Pre-bid meeting
3. Respond to up to one (1) RFI and prepare addendums
4. Review bids and provide comments to the Client

B. Construction Administration Services

ZCA shall provide the following construction administration services for civil site improvements:

1. Review Contractor's shop drawings for ZCA design documents, maximum of one (1) review.
2. Respond to Contractor's request for additional information, clarification or interpretations of the Construction Documents, maximum two (2) RFIs.
3. Site visits to verify construction as in general accordance with the approved Plans and specifications. We have assumed a construction timeframe of two (2) months. We have included eight (8) site visits during construction.
4. Review of "As-built" survey documents.
5. Provide Engineering Certifications to the appropriate agencies (if applicable) based upon As-built Surveys prepared and certified by the Contractor's or Client's Registered Land Surveyor which will be in accordance with the regulatory agency and ZCA's requirements. The As-built survey shall be provided in both hard copy and electronic format. The As-built survey shall be prepared on ZCA's approved base plans with changes and location of design information shown.

Fee Schedule

ZCA shall provide the above described professional services for the proposed following fees:

	TASK		FEE
I.	Civil Engineering		
	A.	Design Development	$6,000.00
	B.	Final Engineering and Permitting	$12,000.00
II	Environmental		
	A.	Biological Assessment	$3,000.00
	B.	Permit Application Submittals	$3,000.00
III.	Survey Services		$3,965.00
IV.	Geotechnical Engineering		$2,950.00
V.	Meetings		Included
VI.	Bidding and Construction Administration Services		
	A.	Bidding Services	$2,000.00
	B.	Construction Administration Services	$5,00.00
		TOTAL FIXED FEE	**$33,415.00**

All permit application and resubmittal fees shall be paid by the Client prior to submittal. Reimbursable expenses are in addition to the above referenced fees.

Services Not Included

The following services are not included in this contract. However, they can be provided as authorized, if determined necessary during the design. Compensation will be based on our Hourly Rates or a negotiated fee. Consultant's services shall be limited to those expressly set forth above, and Consultant shall have no other obligations or responsibilities for the Project except as agreed to in writing or as provided in this Agreement.

1. Traffic Impact Studies and Maintenance of Traffic Plans (with exception of referencing FDOT Indexes)
2. Signage Design and Permitting
3. 100-Year Flood Plain Compensating Storage or Drainage Basin Studies
4. FEMA Map Revisions or Amendments
5. Off-Site roadway, utility or stormwater improvements beyond project limits
6. NPDES permitting, inspections, and reporting
7. Color Rendering/Graphic Representations
8. Site lighting or structural design
9. Construction Specification Manual
10. Biological Services (wetland and wildlife evaluation, input and response to reviewing agencies, environmental questions) beyond those listed in Task II.
11. Coordination of franchise utilities beyond providing plans to the private utilities

The above fee does not include services not specifically listed. Should additional services be required, they can be furnished with additional compensation. Similarly, in the event that modifications to the Construction Plans are required by the Client or Client Representative, the modifications shall be considered additional service, and additional compensation shall be required.

Please refer to the attached Standard Conditions, which is incorporated by reference into this Contract for Services. This Contract for Services, and the attached Standard Conditions form, contain all the terms of the agreement.

If this Contract/Agreement for Services meets with your approval, please indicate your acceptance below, and return an executed copy to us for our files. **Receipt of the approved Purchase Order will be considered our notice to commence work.**

Thank you for requesting this contract from our firm. If you have any questions, please feel free to contact me.

Sincerely,
ZEV COHEN & ASSOCIATES, INC.

Samuel C. Hamilton, P.E.
Senior Vice President

I, as Signatory, warrant and represent that I am authorized on behalf of ***City of Holly Hill***, to enter into this contract for professional services and I hereby authorize the performance of the above services and agree to pay the fees resulting therefrom.

Accepted on: ________________________________
Date

Accepted by: ________________________________
Signature

____
Print Name

____
Print/Type Company Name

SCH/ns
23123c01 F
cc: M. Dwight DuRant, P.E.
Robert J. Ball, P.E.
Randy M. Hudak, P.E.
Viviana Vargas
Elizabeth Dobelbower
File

PURSUANT TO THE FLORIDA STATUTES §558.0035, ANY INDIVIDUAL EMPLOYEE OR AGENT OF ZCA MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Please help us create our files correctly by providing the following information:

1. Property Owner Name: ____

   Property Owner Address:____

   ____

   ____

   Note: If Client is not the Record Owner of the subject property, ZCA must be provided with written verification of Owner's acknowledgment that ZCA will be providing professional services related to the subject property and that Record Owner understands the financial obligations related thereto. Should ZCA not receive this written notice within 7 days of the signed contract date, ZCA reserves the right to notify the Record Owner.

2. Billing Address: ____

   ____

   Phone # ____________________________ Fax # ______________________________

3. Billing should be sent to the attention of: ________________________________

4. Date invoices must be received by Client to maintain Client's standard billing cycle, if applicable: Date: ________________ Not Applicable: ______________

5. Provide property legal description or Parcel ID number: _____________________

   ____

   ____

   Legal description attached: [ ] (please check if applicable)

ZEV COHEN & ASSOCIATES, INC.
STANDARD CONDITIONS

The "Consultant" referred to below is Zev Cohen & Associates, Inc. unless otherwise specified in the Contract/Agreement for Services, the following Standard Conditions shall be incorporated as part of the Agreement for Services. In the event of any conflict, the Contract/Agreement for Services shall control:

1. Compensation for services not described in the Contract/Agreement for Services, and services required due to changes to completed plans, or changes to the work as initially requested by Client, shall be based on the following current Schedule of Hourly Rates:

Principal	$210.00	Planner I	$ 105.00
Department Director	$195.00	Designer	$ 95.00
Senior Professional Engineer	$170.00	CADD Manager	$120.00
Senior Registered Landscape Architect	$165.00	Senior CADD Technician	$110.00
Project Manager	$165.00	CADD Technician	$100.00
Senior Planner	$145.00	Construction Administration Manager	$145.00
Senior Biologist/Env. Scientist/GIS Analyst	$155.00	Construction Administrator	$120.00
Professional Engineer	$155.00	Construction Administration Technician	$100.00
Registered Landscape Architect	$150.00	IT Manager	$105.00
Environmental Scientist II/GIS Specialist II	$115.00	Certified Soil Scientist	$170.00
Engineer II	$115.00	Certified Arborist	$110.00
Landscape Architect II	$115.00	Landscape Designer	$ 95.00
Planner II	$115.00	Engineering Technician	$ 85.00
Senior Designer	$110.00	Biological Technician	$ 70.00
Environmental Scientist I/GIS Specialist I	$105.00	Technical Assistant	$ 70.00
Engineer I	$105.00	Senior Clerical	$ 65.00
Landscape Architect I	$105.00	Clerical	$ 55.00

Consultant reserves the right to modify the hourly rates at the beginning of each calendar year. An employee's position and hourly rates are subject to change during the duration of the contract.

2. Reimbursable expenses, including without limitation, permit application fees, postage, express delivery, etc. which are advanced by Consultant shall be reimbursable at cost or, upon request of Consultant, paid directly by the Client. Blueprints shall be provided for a cost of $0.25 per square foot and mylars at $1.35 per square foot. These reimbursable expenses may include the use of a GPS unit and/or an ATV, if required. Both are billed out at $100 per half-day or $150 per day.
3. Client shall be invoiced each month for reimbursable expenses and work performed during the preceding month. Client agrees to pay each invoice within thirty (30) days of its receipt. In the event that an invoice is not paid in full within sixty (60) days, Consultant reserves the right to stop all work, record a claim of lien as authorized by Florida's Construction Lien Law, and notify property owner if different from the Client. Client further agrees to pay interest on all amounts invoiced and not paid within said sixty (60) day period at a rate of 1.5% per month from date of invoice. Client also agrees to pay Consultant's cost of collections, including court costs and reasonable attorney's fees. Failure to make payment within said sixty (60) days shall release Consultant from all claims which Client may have, whether known or unknown at the time. Signer for Client personally guarantees all amounts due under this Agreement. Any retainer obtained will be applied to the final invoice. Client shall have sixty (60) days from the date of an invoice to dispute any charge on it. Failure to raise any objection during this time period shall constitute a waiver of any and all objections to the charges made within the invoice. Full payment of all outstanding invoices, except outstanding invoices containing a disputed charge, shall be a condition precedent to making any claim against Consultant by Client.
4. Compensation for services rendered more than one year from the date of the Contract/Agreement for Services shall be based on the then current Schedule of Hourly Rates.
5. Design Professional's services and work product are intended for the sole use and benefit of Client and are not intended to create any third-party rights or benefits or any use by any other person or entity or for any other purpose.
6. Consultant shall not be responsible for construction cost adjustments resulting from changes required by approval agencies and/or site conditions.
7. Consultant's determination of amounts owing to Contractor(s) for completed work shall be based on the Consultant's best knowledge, information and belief. Consultant shall not be liable for the techniques of construction nor the safety precautions selected by the Contractor.
8. All reports, plans, specifications, field data and notes and other documents, including all documents on electronic

media, prepared by Consultant as instruments of service shall remain the property of Consultant who shall be deemed the author and shall retain all common law, statutory law and other rights, including copyrights. Client may reuse or make any modification to these instruments of service, providing, however, Client agrees to indemnify, defend and hold Consultant harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising out of any reuse or modification of the instruments of service by Client or any person or entity that acquires or obtains them from or through Client without the written authorization of Consultant. Furthermore, the Client shall sign the Consultant's Memorandum of Understanding prior to the transfer of documents. Under no circumstances shall transfer of the instruments of service on electronic media for use by Client be deemed a sale by Consultant and Consultant makes no warranties, either express or implied, of merchantability and fitness for any purpose.

9. The obligation to provide further services under this Agreement for Services may be terminated by either party upon seven (7) days' written notice.
10. In the event that all or any portion of the work prepared or partially prepared by Consultant is suspended, or terminated by Client, or by others, Client shall pay Consultant for all fees, charges and services for work performed to date of suspension or termination within thirty (30) days of such suspension or termination.
11. Consultant cannot guarantee the actions of government officials and agencies to grant desired approvals, and shall therefore not be liable for damages resulting from the actions or inactions of government agencies.
12. In providing opinions of probable construction costs, Client understands that Consultant has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the opinions of probable construction costs provided by Consultant are to be made on the basis of Consultant's qualifications and experience. Consultant makes no warranty, express or implied, as to the accuracy of such opinions as compared to bid or actual costs.
13. Consultant will perform its services using that degree of care and skill ordinarily exercised under similar conditions by professional consultants practicing in the same field at the same time in the same or similar locality. Consultant shall perform its services as expeditiously as is consistent with the professional skill and care and the orderly progress of the Project. This guaranty is in lieu of all other warranties or representations, either expressed or implied.
14. Should Consultant, or any of its employees, be found to have been negligent in the performance of services, or they have breached any expressed or implied warranty, representation or contract, Client, all parties claiming through Client, and all parties claiming to have in any way relied upon Consultant's services or work, agree that the maximum aggregate amount of Consultant's liability, or of its officers, employees and agents, shall be limited to the total amount of the fee paid to Consultant for work performed under this Contract/Agreement. Client may, upon written request received by Consultant within five (5) days of this Contract/Agreement, increase Consultant's liability to $2,000,000 by agreeing to pay Consultant an additional 5% of the total fee charged for Consultant's services. This charge is not to be considered a charge for insurance of any type, but is increased consideration for the greater liability involved.
15. Client agrees to defend, indemnify and hold harmless from and against all suits, claims and demands howsoever arising made against Consultant by third parties in connection with the Project to the extent of Client's negligence, error or omission, including reasonable costs and reasonable attorneys' fees before trial, at trial or on appeal. The indemnity provided by Client to Consultant in this Section 14 herein shall not apply to the extent any claim, loss, damage or liability arising from the willful misconduct or gross negligence of Consultant.
16. In the event any of the provisions of the Contract/Agreement shall be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
17. Anything contained in any other contract document notwithstanding, Consultant shall not be bound by any provision or agreement (a) requiring or providing for arbitration of disputes or controversies arising out of Consultant's work under this Contract/Agreement, (b) that waives Consultant's rights to a construction lien, or (c) conditioning Consultant's rights to payment upon payment by a third party.
18. In the event the Client has selected certain design consultants to subcontract to the Consultant or otherwise assigned them to the project team (collectively "Other Design Consultants") the Client represents that Other Design Consultants have appropriate qualifications for their designated scope of services and carry appropriate insurance for the Project. Consultant shall coordinate its services with Other Design Consultants but shall not be responsible for errors, omissions, or other wrongful acts of Other Design Consultants. Client shall indemnify, defend, and hold harmless the Consultant for any claims, damages, or losses arising from the performance of Other Design Consultants.
19. The Consultant shall be provided the information needed from the Client or Other Design Consultants for rendering of its services. Client or Other Design Consultants shall provide such information to Consultant and Consultant shall be entitled to rely upon the accuracy and completeness of such information. Client recognizes that it is impossible for Consultant to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information. Accordingly, Client agrees to indemnify and hold Consultant and Consultant's subconsultants harmless from any claim, liability or cost (including reasonable attorney's fees and costs of

defense) for injury or loss arising from errors, omissions or in information provided by Client or Other Design Consultants to Consultant.

20. Consultant will assist Client in applying for site permits and approvals as shown in our Scope of Services. This assistance consists of completing and submitting forms, but does not include special studies, special research, special testing or special documentation or attendance at unanticipated meetings not normally required for this type of project. Should such additional services be required, they will be furnished by Consultant with compensation based on the above Schedule of Hourly Rates or an agreed upon fee.
21. Consultant may use the services of subconsultants when, in Consultant's opinion, it is appropriate and customary to do so. Such persons and entities include, without limitation, surveyors, specialized consultants and testing laboratories. Client shall reimburse Consultant for services and out-of-pocket expenses charged by subconsultants at the actual cost incurred by Consultant for the work of such subconsultants.
22. In the event Client consents to, allows, authorizes or approves of changes to any plans, specifications or other construction documents, and these changes are not approved in writing by Consultant, Client recognizes that such changes and the results of such changes are not the responsibility of Consultant. Accordingly, Client agrees to release Consultant from any liability arising from the construction, use or result of such changes. In addition, Client agrees to indemnify and hold Consultant harmless from any damage, liability or costs (including reasonable attorneys' fees and costs of defense) arising from such changes, except those damages, liabilities and costs arising from the sole negligence or willful misconduct of Consultant.
23. Client and/or the Client's Contractor or Other Design Consultants shall promptly report to Consultant any deficiencies or suspected deficiencies in Consultant's work or services of which Client becomes aware, so that Consultant may take measures to minimize the consequences of such a deficiency. Failure by Client and/or the Client's Contractor or Other Design Consultants to notify Consultant shall relieve Consultant of the cost of remedying the deficiencies above the sum such remedy would have cost had notice been given to Consultant when Client first became aware of the deficiency.
24. No dispute between the parties over any matter in excess of five thousand dollars ($5,000.00), exclusive of attorney's fees and costs, shall be litigated until the parties have met with a mediator certified by the Florida Supreme Court who will assist the parties in a voluntary resolution of the dispute. This condition shall be waived if Client fails to agree to a mediator within thirty (30) days from the date of mailing a request to mediate made by Consultant, sent by certified mail, return receipt requested, (or equivalent) to the last address of Client on file with Consultant. Any time period to commence litigation is hereby extended until thirty (30) days after certification by the mediator that the parties are at an impasse. If litigation is prematurely commenced, it shall be stayed until the meditation has taken place.
25. Any suit, claim or legal proceeding of any kind between Client and Consultant shall be brought in a court of competent jurisdiction in Volusia County, Florida, which is Consultant's principal place of business.
26. Consultant's Construction Administration Phase services shall not be modified or reduced except by written modification to this agreement signed by the Client and Consultant. If the Client terminates, modifies or reduces any portion of the Consultant's Construction Administration Phase services under this agreement, the Client shall indemnify, and hold the Consultant and its consultants harmless from and against damages, losses and judgments arising from claims by the Client or any third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, related to the services or activities the Consultant did not provide or in which the Consultant did not participate.
27. Upon the written request or direction of Client, Consultant shall evaluate and advise Client with respect to proposed or requested changes in materials, products, or equipment for the Project. Consultant shall be entitled to rely on the accuracy and completeness of the information provided in conjunction with the requested substitution. Client acknowledges that such changes may result in a reduction in the quality and performance of the Project and accepts that risk in recognition of the objectives of the change. Accordingly, Consultant shall not be responsible for errors, omissions, or inconsistencies in information or representations by others or in any way resulting from incorporating such substitution into the Project.
28. Consultant's services shall be limited to those expressly set forth in this Agreement. Consultant shall have no other obligations or responsibilities for the Project except as agreed upon Agreement amendments. Amendments to the contract authorized by the Client by verbal, email, or other forms of communication shall be considered binding.
29. Non-Solicitation Agreement - For a period of two years from the date of this Agreement, the Client and the Client's signatory on this Agreement (together, "Client"), agrees not to induce or attempt to persuade, directly or indirectly, any current or future employee of Consultant ("Employee") to terminate his or her employment with Consultant in order to enter into any relationship with the Client, or any firm, corporation, or other entity in which the Client is a participant in any capacity. Consultant will suffer financial harm if an Employee terminates his employment caused by breach of this Non-Solicitation Agreement. As actual damages necessary to compensate Consultant for such harm are uncertain and not readily ascertainable, the parties have agreed upon (liquidated) such damages as follows: An amount equal to the amount payable by Consultant to the Employee for the year following termination of employment. These liquidated damages are not intended by the parties as a

penalty, but rather as an approximation of actual compensation due to Consultant as a result of the breach of this Non-Solicitation Agreement. The Client also acknowledges that the services rendered under this Agreement are of a unique, special, and extraordinary character that would be difficult or impossible for Consultant to replace, and by reason of such difficulty, the Client hereby agrees that for the breach or threatened breach of this Non-Solicitation Agreement, Consultant shall, in addition to any other rights and remedies available under this Agreement, at law or otherwise, be entitled to an injunction to be issued by any court of competent jurisdiction enjoining and restraining the Client from breaching this Non-Solicitation Agreement.

PURSUANT TO THE FLORIDA STATUTES §558.0035, ANY INDIVIDUAL EMPLOYEE OR AGENT OF ZCA MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE:	**May 23, 2023**
FROM:	**Antoine Khoury**
SUBJECT:	**A Resolution of the City Commission of the City of Holly Hill, Florida, Rejecting All Bids Due to the Fact that the Lowest Bid Exceeded the Budgeted Amount. Approving the Piggyback of the Florida Sheriffs Association Contract #FSA20-EQU18.0 with Thompson Pump and the Purchase in the Amount of $107,242 for the Purchase of a 10" Compressor-Assisted Primer Pump for Lift Station #4, and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.**
NUMBER:	**2023-R-29**
APPLICANT:	
PLANNER:	

DISCUSSION:

On May 4, 2023, bids for a bypass pump and installation for Lift Station #4 were received with the lowest bid at $1,328,375. This bid exceeds the estimated cost of $830,000. The construction plans included the construction of a bypass pump. The lead time on this type of pump is 48 to 52 weeks. Due to these 2 condition staff is proposing to direct purchase the pump and rebid the project after pump delivery.

Staff have determined that a direct purchase of a bypass pump along with control panels from Thompson Pump through the Florida Sheriffs Association Cooperative Purchasing Agreement will reduce the material costs and provide a 5-year warranty from the manufacturer, taking effect upon installation. The direct purchase by the City will eliminate sales tax which reduces the final purchase price of the pump by the contractor. The Florida Sheriffs Association Contract #FSA20-EQU18.0 with Thompson Pump is included under Exhibit 'A' with an amendment under Exhibit 'B' and a proposal from Thompson Pump honoring the contract cost is included under Exhibit 'C'. The cost of this bypass pump is $107,242.

LS# 4 project will be rebid after the bypass pump is received to ensure no delay to completion of the project.

Current City of Holly Hill Purchasing Manual

Policy 2.39 Other Government Entities' Contracts.

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

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

FISCAL ANALYSIS:

Funding of the direct purchase of this bypass pump is available as part of the capital project number 22-WW-05 and account number 407-8110-580-6300.

STAFF RECOMMENDATION:

Approve the piggyback of Florida Sheriffs Association Cooperative Purchasing Agreement Contract #FSA20-EQU18.0 and the direct purchase of a 10" compressor-assisted primer pump from Thompson Pump 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 THE FLORIDA SHERIFFS ASSOCIATION CONTRACT #FSA20-EQU18.0 WITH THOMPSON PUMP AND THE PURCHASE OF A 10" COMPRESSOR-ASSISTED PRIMER PUMP IN THE AMOUNT OF $107,242 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit 'A'-FSA_Contract FSA20-VEL28.0 (PDF)

- Exhibit 'B'-CPP_Heavy_Equipment_Contract_Amendment (PDF)
- Exhibit 'C'-Thompson Pump Quote (PDF)

Resolution No. 2023-29

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, REJECTING ALL BIDS DUE TO THE FACT THAT THE LOWEST BID EXCEEDED THE BUDGETED AMOUNT. APPROVING THE PIGGYBACK OF THE FLORIDA SHERIFFS ASSOCIATION CONTRACT #FSA20-EQU18.0 WITH THOMPSON PUMP AND THE PURCHASE IN THE AMOUNT OF $107,242 FOR THE PURCHASE OF A 10" COMPRESSOR-ASSISTED PRIMER PUMP FOR LIFT STATION #4, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, REJECTING ALL BIDS, APPROVING THE PIGGYBACK OF THE FLORIDA SHERIFFS ASSOCIATION CONTRACT #FSA20-EQU18.0 WITH THOMPSON PUMP AND THE PURCHASE IN THE AMOUNT OF $107,242 FOR THE PURCHASE OF A 10" COMPRESSOR-ASSISTED PRIMER PUMP FOR LIFT STATION #4, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Bids have been received for a bypass pump and installation for Lift Station #4 with the lowest bid at $1,328,375; and

WHEREAS, this bid exceeds the estimated cost of $830,000; and

WHEREAS, The Florida Sheriffs Association has a contract #FSA20-EQU18.0 with Thompson Pump for the purchase of a bypass pump; and

WHEREAS, the City has received a proposal for a direct purchase of a 10" compressor-assisted primer pump from Thompson Pump at a cost of $107,242; and

WHEREAS, Lift Station #4 project will be rebid after the bypass pump is received to ensure no delay to completion of the project.

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

<u>SECTION 1</u>. The City Commission hereby rejects all bids for the reason that the lowest bid exceeded the budgeted amount.

SECTION 2. That the City Manager of the City of Holly Hill is hereby authorized to piggyback the Florida Sheriffs Association Contract #FSA20-EQU18.0 and execute a direct purchase of a 10" compressor-assisted primer pump with Thompson Pump in the amount of $107,242.00.

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

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

APPROVED AND AUTHENTICATED on this 23rd of MAY, 2023.

FSA Cooperative Purchasing Program

Contract: FSA20-VEL28.0 – Pursuit, Administrative and Other Vehicles
Contract: FSA20-VEH18.0 – Heavy Trucks
Contract: FSA20-EQU18.0 – Heavy Equipment
(Items formerly included under "VEH" contract.)

Contract Terms and Conditions

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1.0 GENERAL CONDITIONS

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association "FSA", using the information shown above. Please be sure to reference the bid number and your contact information.

The contacts for this bid are:

Ed Lanier, FSA Cooperative Purchasing Program Coordinator
E-mail: elanier@flsheriffs.org
Phone: 850-877-2165, ext. 5811
Fax: 850-878-5115

Craig Chown, FSA Cooperative Purchasing Program Manager
E-mail: cchown@flsheriffs.org
Phone: 850-877-2165, ext. 5833
Fax: 850-878-5115

Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
E-mail: CPP@flsheriffs.org

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

1.02 PURPOSE

The Florida Sheriffs Association invites interested Bidders, including Motor Vehicle Manufacturers and Dealers/Certified Representatives to submit responses in accordance with these solicitation documents. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with manufacturers and manufacturer's authorized vendors for contract terms specified under Section 1.03 for the purchase of vehicles and equipment on a "no trade-in basis."

1.03 TERM OF CONTRACT

The term for Contracts FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles and FSA20-VEH18.01 Heavy Vehicles shall remain in effect for two (2) years from date of contract execution by the FSA, and may be renewed by mutual agreement, at the sole option and discretion of the FSA, pursuant to the terms of Section 3.04. The initial term of these contracts begins October 1, 2020 and ends September 30, 2022.

The term for Contract FSA20-EQU18.0 Heavy Equipment shall remain in effect for three (3) years from date of contract execution by the FSA, and may be renewed by mutual agreement, at the sole option and discretion of the FSA, pursuant to the terms of Section 3.04. The initial term of this contract begins October 1, 2020 and ends September 30, 2023.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

1.04 ESTIMATED QUANTITIES

In FY 2018-19, eligible users purchased approximately 8,856_vehicles and equipment from this contract. These estimated figures are given as a guideline for bidders preparing bids.

Quantities provided do not guarantee or imply future contract sales. Neither the FSA nor any eligible user is obligated to place any order for a given amount subsequent to the award of this bid solicitation.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures.

It is our practice to give consideration to the prices offered, but the Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any bidder in responding to this solicitation.

1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of the contract must be appropriated by the Florida Legislature, the individual participating agency or the agency's appropriating authority for each fiscal year included within the contract period. For such agencies, their performances and obligations to pay for products or services under any resulting contract, or purchase order, are contingent upon such an annual appropriation by the Legislature, individual agency or by the appropriating authority. Therefore, any contract or purchase order with such an agency shall automatically terminate without penalty or termination costs in the event of non-appropriation.

1.07 CURRENCY

All transaction amounts, bids, quotes, provisions, payments or any part of this contract relating to currency are to be made in United States Dollar.

1.08 GENERAL DEFINITIONS

The terms used in this contract are defined as the following:

a. Bidder: A proposer or enterprise that submits a formal offer to the FSA Cooperative Purchasing Program Administrator in accordance with the Contract Terms and Conditions.

b. Bid System: The online forum used for the submission of electronic bids and review of bid results for the specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.

c. Dealer: A manufacture's certified representative authorized by the manufacturer to market, sell, provide, and service the vehicles/equipment for the FSA Cooperative Purchasing Program. Dealers may be vendor-owned and controlled, in whole or in part, or independently owned and controlled.

d. Florida Sheriffs Association Cooperative Purchasing Program (FSA): The entity that administeres the Invitation to bid and contract administration functions for this contract.

e. End User: A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.

f. Factory: Refers to the manufacturer produced products.

g. Fleet Advisory Committee (FAC): An employee of a sheriff's office or other local governmental agency, or any other person who FSA identifies as subject matter expert who assists with the development of bid specifications and evaluation of bid responses. The Fleet Advisory Committee makes recommendations to the FSA and is not responsible for final awards.

h. Invitation to Bid: A competitive solicitation and award process established through the issuance of an invitation to vendors, dealers and manufacturers to submit a price offer on a specific product to be provided. This term shall include the bid specifications available to bidders on the bid system and references to solicitation documents. The term shall not include request for proposals, request for quotes, request for letters of interest, or the solicitation of purchase orders based on oral or written quotations.

i. Manufacturer: The original producer or provider of vehicles or equipment offered on this contract.

j. Manufacturer's Suggested Retail Price (MSRP): Manufacturer's Suggested Retail Price (MSRP) represents the Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:
   1. Manufacturer's Computer Printouts: Ford - "Dora"; General Motors - "GM Autobook"; or approved equivalent
   2. Chrome Systems, Inc.'s PC Carbook (PC Carbook Plus and PC Carbook Fleet Edition)
   3. Manufacturer's Annual U.S. Price Book
   4. Manufacturer's official website

k. Non-Scheduled Options: Any optional new or unused component, feature or configuration that is not included or listed in the base vehicle specifications or options.

l. Production Cutoff: A date used by manufacturers to notify dealers that the factory has reached maximum capacity for orders or are discontinuing the production of a vehicle or equipment. Vehicle manufacturers use this term when referring to any given model year for production.

m. Published List Price: A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.

n. Purchaser: A Purchaser is an entity that seeks to obtain vehicles or equipment off this contract by meeting the eligible user criteria or with vendor approval.

o. Purchase Order: A request for order from a purchaser to an awarded vendor for an item that has been awarded on this Contract. Purchaser orders placed using this contract formalize the terms and conditions of this contract under which a vendor furnishes vehicles or equipment to a purchaser.

p. Third Party Supplier: Businesses external to a bidder or vendor that provide products and services which contribute to the overall finished vehicle or equipment. Third Party Suppliers are contractors under the direction and responsibility of the bidder or vendor.

q. Vendor: The bidder that has been awarded and agrees to provide vehicles or equipment that meet the requirements and base specifications. The vendor must agree to the contract terms and conditions of the contract before being awarded to the contract.

r. Vendor Installed: A product or service provided by the vendor or other third party; not the factory.

1.09 ELIGIBLE PURCHASERS OF CONTRACT

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

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Awarded bids, or contract prices, will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida. This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida.

All purchasers are bound by state law, local ordinances, rules and regulations for purchases made under this contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, bids can be extended and guaranteed to other entities approved by manufacturers to participate in this contract, which can include out of state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement, and must agree to the terms and conditions of this contract.

1.10 LEGAL REQUIREMENTS

Federal, State, county laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

1.11 PATENTS & ROYALTIES

The bidder, without exception, shall indemnify and hold harmless the FSA and its employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the FSA or a purchaser.

If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs in any way arising, directly or indirectly, from the use of such design, device, or materials in any way involved in the work.

1.12 FEDERAL AND STATE STANDARDS

It is the intent of FSA that all specifications herein are in full and complete compliance with all federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided.

In addition, any applicable federal or State legal or regulatory requirements that become effective during the term of the Contract, regarding the commodities and contractual services' specifications, safety, and environmental requirements shall immediately become a part of the Contract. The vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the vendor shall contact the FSA immediately.

The bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and contract.

1.13 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.14 AMERICANS WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or any accommodation to review any document or participate in any FSA sponsored proceeding, please contact FSA Human Resources at (850) 877-2165 five business days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

1.15 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation at the Bid opening because of a disability must contact the FSA Human Resources at (850) 877-2165.

1.16 MINORITY BUSINESS ENTERPRISE (MBE)

The Florida Sheriffs Association policy is that Minority Business Enterprises (MBE) shall have the opportunity to participate in this invitation to bid. Such process would be for supplying goods and services to FSA and Purchasers.

1.17 ANTI-DISCRIMINATION

The bidder certifies that he/she is in compliance as applicable by federal or state law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.18 BEST COMMERCIAL PRACTICES

The apparent silence of this specification and any supplemental specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices, size, and design are to be used.

All workmanship is to be first quality. All interpretations of this specification shall be upon the basis of this statement.

1.19 PUBLIC ENTITY CRIMES (PEC)

In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of Management

Services following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Vendor, supplier, Sub-Vendor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.20 TAX EXEMPTION

All State and Federal tax exemptions applicable to the units of local government of the State of Florida will apply, and appropriate certifications furnished. Purchasers shall comply with all federal, state and local tax requirements.

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from all Federal Excise and State Taxes. State Sales Tax and Use Certificate Number is 85-8012646919C-3.

1.21 TAXES

Customers making a purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the vendor to verify that the purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

1.22 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

1. Addenda to Contract Terms and Conditions, if issued
2. Contract Conditions
3. Addenda to Bid Specifications, if issued
4. Bid Specifications
5. Bidder Instructions
6. General Conditions

1.23 COMMUNICATIONS

Communications between a proposer, bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the contact persons identified in Section 1.01 of this procurement.

Bidders should not rely on representations, statements, or explanations other than those made in this Bid or in any written addendum to this Bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or eligible users.

1.24 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted to FSA by e-mail to CPP@flsheriffs.org with the bid title and number referenced on all correspondence. Final questions must be received by the date for Request for Clarification stated on the Bid Calendar. Questions and answers will be posted to the FSA Cooperative Purchasing Program website on the date indicated on the Bid Calendar.

Interpretation of the specifications or any solicitation documents will **not** be made to the bidder verbally, and if any verbal clarifications are provided they are without legal effect.

Questions received after the cone of silence date listed on the bid calendar will not be addressed. The FSA reserves the right to address technical questions.

The FSA shall issue a Formal Addendum if substantial changes which impact the submission of bids are required. Any such addenda shall be binding on the bidder and shall become a part of the solicitation document. In the event of conflict with the original specifications, addenda shall govern to the extent specified. Subsequent Addenda shall govern over prior Addenda only to the extent specified.

FSA will make every attempt to e-mail updates to registered bidders. However, posting to the FSA website or the bid system constitutes proper notice of addenda.

The bidder shall be required to acknowledge receipt of the Formal Addendum by signing in the space provided. Failure to acknowledge Addendum shall deem the bid non-responsive; provided, however, that pursuant to section 2.27, the FSA may waive this requirement in its best interest. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a Formal Addendum.

The bid submission constitutes acknowledgment of addenda to the specifications. Bids that fail to account for the specification addenda shall be determined to be nonresponsive; however, that pursuant to section 2.27, the FSA may waive this requirement in its best interest.

After the start of the contract term, FSA will notify all vendors of any addenda and will require acknowledgement of the new terms and conditions. If the vendor does not agree to the new terms and conditions, the vendor's award can be removed or replaced by another vendor or qualified responsive bidder.

1.25 SIGNED BID CONSIDERED AN OFFER

The signed Bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the FSA and in case of default on the part of successful bidder, after such acceptance, the FSA may procure the items or services from other sources. The bid submission must be signed by an authorized representative.

An electronic signature may be used and shall have the same force and effect as a written signature.

1.26 ASSIGNMENT OF CONTRACT

No right or interest in this Contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA.

If the original vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. FSA reserves the right to reject the acquiring entity as vendor. A change of name agreement will not change the contractual obligations of the vendor.

1.27 TERMINATION OF PRODUCT LINE

If a vendor terminates a product line (manufacturer or brand), the vendor is required to notify the FSA within 10 business days of the decision not to retain the product line.

In the event a manufacturer reassigns the product line to an alternate vendor, the manufacturer and the vendor are required to immediately notify the FSA in writing of the change within 10 business days confirming the reassignment. If the vendor is not already an approved FSA vendor, the vendor is required to apply to the FSA to become an approved vendor *prior to* conducting any qualified sales. The vendor and the manufacturer are required to honor the contract pricing and all of the applicable terms and conditions throughout the remaining term of the contract.

1.28 METHOD OF AWARD

The award is made to responsive and responsible bidders. FSA uses its discretion in determining if bids meet the requirements of this solicitation.

The FSA reserves the right to make multiple awards within a specification, if deemed in the best interest of the FSA and the purchasers.

Awards will be posted on the FSA website according to the date posted in the bid calendar.

1.29 DEMONSTRATION OF COMPETENCY

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the FSA.

The FSA may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance with the FSA in making the award.

The FSA may require bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier which is the actual source of supply. In these instances, the FSA may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services as described in this Bid.

Information submitted in the bid may not be plagiarized and, except in the case of materials quoted from this solicitation or developed by the manufacturer, must be the original work of the individual or company that submits the bid for evaluation.

1.30 VENDOR ABILITY TO PERFORM

During the contract period, FSA may review the vendor's record of performance to ensure that the vendor is providing sufficient financial support, equipment and organization.

If the FSA determines that the vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the contract awarded.

By responding to this procurement the vendor warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the obligations of the Contract. The vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statues, or on any similar list maintained by any other state or the federal government. The vendor shall immediately notify the FSA and purchaser in writing if its ability to perform is compromised in any manner during the term of the contract.

1.31 FINANCIAL RESPONSIBILITY

Bidder affirms by the signature on the contract signature page that the bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid, and has the adequate facilities and personnel to fulfill such requirements;
- Accepts the financial responsibility associated with this bid, and declares that he or she has the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award; and
- Has assessed the financial responsibility required to serve the contract as bid, including such details as the obligations to perform all specifications bid, zones bid, and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 calendar days from receipt of invoice.

1.32 QUALITY AND SAFETY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest grade workmanship that meet or exceed federal safety standards.

Products requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the Vendor must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

1.33 NONCONFORMANCE

Items may be tested for compliance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the vendor's expense. Items not meeting the specifications and items not delivered within a reasonable period of time after expected delivery date may be purchased outside of the FSA contract.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the awarded vendor list.
- FSA and purchasers being advised not to do business with vendor.

1.34 GRATUITIES

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid.

1.35 TIE BIDS

FSA has the right to award multiple bidders the primary or alternate award in the event of a tie.

In the event the FSA desires to break tie bids, and both businesses have qualifying drug-free work programs, the award will be made using the following criteria:

- Bidder Within the State of Florida
- Vendors performance record with purchasers
- Coin Toss

1.36 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA to readily identify Vendor's sales.

FSA and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this contract, including all government sales and eligible users information whether kept by or under the control of the vendor, including, but not limited to those kept by its employees, agents, assigns, successors, sub-vendors, or third party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements;
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.);
- Original estimates or work sheets;
- Contract amendments and change order files;

- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this Contract and for a period of three (3) years after the completion of this Contract. At the vendor's expense and upon written notice from FSA, the vendor shall provide such records for inspection and audit by FSA or its authorized representatives. Such records shall be made available to FSA during normal business hours within three business days of receipt of the written notice. FSA may select the vendor's place of business or offsite location for the audit. The FSA may also request the vendor provide requested records via e-mail.

Vendor shall ensure FSA has these rights with Vendor's employees, agents, assigns, successors, and third party supplier and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Vendor and any Sub-Vendors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to FSA.

Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies under reporting, overpricing or overcharges (of any nature) by the vendor to FSA or a customer in excess of three percent (3%) of the total contract billings, the vendor shall reimburse FSA for the total costs of the audit not to exceed $5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 calendar days) from presentation of FSA's findings to Vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

1.37 LIABILITY, INSURANCE, LICENSES AND PERMITS

Where vendors are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable county and municipal code requirements. The vendor shall be liable for any damages or loss to the FSA or purchaser occasioned by negligence of the vendor or any person the vendor has designated in the completion of the contract as a result of the bid.

1.38 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE

Bid Bonds, when required, shall be submitted with the bid in the amount specified in Bidder Instructions.

After acceptance of bid, the FSA will notify the successful bidder to submit the applicable certificates of insurance in the amounts specified in the Bidder Instructions and/or Insurance Checklist.

Purchaser may request a performance bond from a vendor. Performance Bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

1.39 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

1.40 COLLUSION

Collusion is a non-competitive secret or sometimes illegal agreement between rival bidders that attempts to disrupt the_contract process equilibrium. Collusion involves people or companies that would typically compete, but are conspiring or working together in which the outcome results in an unfair bid advantage. The parties may collectively choose to agree to increase or decrease its product base price in one or more zones to maximize awards thus denying the public a fair price.

Examples of Bid Collusion:

- Cover bidding: a competitor agrees to submit a non-competitive bid that is too high to be accepted or contains terms that are unacceptable to the buyer.
- Bid suppression or withdrawal: a competitor agrees not to bid or to withdraw a bid from consideration.
- Market sharing: a competitor agrees to submit bids only in certain geographic areas or only to certain public organizations.
- Bid rotation: competitors agree to take turns at winning business while monitoring their market shares to ensure they all have a predetermined market share.

Bidders or vendors who have been found to have engaged in collusion will be considered nonresponsive, and will be suspended or barred from bid participation. Any contract award resulting from collusive bidding may be terminated for default. Further, any collusion that is detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Bidders may submit multiple bids without conflict of collusion if the bid submitted is not from the same manufacturer and product line. Dealers which share the same ownership may submit multiple bids without conflict of collusion if the bidders are not in the same region featuring the same manufacturer and product line.

1.41 DEFAULT

Failure or refusal of a bidder to execute a contract upon award or withdrawal of a bid before such award is made, may result in forfeiture of any bid surety required that is equal to damages incurred by the FSA there from, or where surety is not required, failure to execute a contract as described above may be grounds for removing the bidder from the awarded vendor's list.

In case of default on the part of awarded bidder, the FSA may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest ranked bidder or from other sources. A defaulting bidder may be held liable for costs incurred by the FSA in procuring replacement products.

1.42 PROTESTS AND ARBITRATION

Options are for informational purposes only and will not serve as a basis for protest.

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the FSA within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and cost incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any bidder who files an action protesting a decision or intended decision pertaining to this contract shall post a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the product line being protested. The bond, cashier's check or money order must be filed at the time of filing the formal written protest or within the five (5) business day period allowed for filing the formal written protest. FSA will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA provided at the time of filing the initial protest. Failure to provide written notice to FSA, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. By responding to this procurement the bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorney fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

1.43 NONPERFORMANCE

By virtue of the bid submission, bidder acknowledges its obligation to sell vehicles and equipment in all zones for which it is awarded. Failure of the bidder to comply with these requirements may result in the imposition of liquidated damages of up to $1,000 per vehicle/equipment, which amount the vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA's discretion.

The vendor shall at all times during the contract term remain responsive and responsible. In determining vendor's responsibility, the FSA shall consider all information or evidence that demonstrates the vendor's ability or willingness to fully satisfy the requirements of the solicitation and the contract.

Vendors that are not in compliance with any of the provisions of this contract can be assessed liquidated damages, suspended or terminated from the contract. The FSA at its sole discretion may remove a noncompliant vendor from future competitive bid solicitations; or take other actions including suspension from the contract until compliance issues are resolved, limit current or future vendor participation by specifications or zones, or other actions as determined by FSA at its sole discretion.

At FSA's discretion, vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result termination from the existing contract and future competitive bid solicitations at the discretion of the FSA.

In situations where there is evidence that the vendor has engaged in egregious breaches of the contract with respect to either the FSA and/or the purchaser, the contract can be terminated and the vendor will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of FSA.

Specific conditions for termination include, but are not limited to; failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or vendor installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the contract.

Any vendor presented with a valid purchase order is required by this contract to accept such purchase order and deliver the product. Orders must be fulfilled if the vehicle or equipment is a base model or whether it includes options. The vendor must deliver this product if they were awarded the contract – regardless of profit or loss.

Failure to deliver the vehicles or equipment may result in the purchaser seeking damages for the difference of cost to issue the exact same order with another vendor plus any legal fees and damages that may be incurred in the process to facilitate a completed order. Additionally, FSA may seek damages for nonpayment of administrative fees, to which FSA is entitled, according to Section 3.28 and any attorney's fees incurred in the recovery of these damages.

All terms and conditions are applicable throughout the term of the contract and not any given Year, Make or Model.

1.44 SEVERABILITY

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract which shall remain in full force and effect and enforceable in accordance with its terms.

1.45 TERMINATION FOR CAUSE

If through any cause within the reasonable control of the vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this contract, the FSA shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the vendor and unless the deficiencies are corrected within 10 business days, the Contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In that event, the FSA shall compensate the successful bidder in accordance with the contract for all services performed by the bidder prior to termination, net of any costs incurred by the FSA as a consequence of the default.

Notwithstanding the above, the vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the contract by the vendor, and the FSA may reasonably withhold payments to the vendor for the purposes of off set until such time as the exact amount of damages due the FSA from the vendor is determined.

1.46 TERMINATION WITHOUT CAUSE

The FSA can terminate the contract in whole or part without cause by giving written notice to the vendor of such termination, which shall become effective 30 calendar days following receipt by vendor of such notice.
In that event, all finished or unfinished documents and other materials shall be properly delivered to the FSA.

The vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The vendor shall not be entitled to recover any lost profits that the vendor expected to earn on the balanced of the Contract or cancellation charges.

Any payments to the vendor shall be only to the total extent of the FSA liability for goods or services delivered prior to the date of notice to terminate the contract.

1.47 CONTRACT ADVERTISMENT AND USE OF FSA LOGO

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

The CPP logo is an official logo of the Florida Sheriffs Association designed to promote the program. The logo may be used by vendors in accordance with this policy. Use of the logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request the logo by contacting cpp@flsheriffs.org, and should include a brief description of the how the vendor intends to use the logo.

The official FSA sheriff's star and wreath logo may not be used without prior written permission.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

2.0 BIDDER INSTRUCTIONS

2.01 BIDDER QUALIFICATIONS

In order for bids to be considered, bidders who are not currently parties to the existing contract must provide the following material at the time the mandatory qualifying documents are due. FSA reserves the right to accept this information up and until the final award. The purpose of requesting this information is to demonstrate that they are qualified to satisfactorily perform as an awarded vendor.

The bidder shall provide information as on the Bidder Qualifications Form:

- Bidder company name and parent company, if applicable
- Complete business address
- State of incorporation
- Length of time in business
- Names and contact information for key personnel
- Dun & Bradstreet Business Information Report Snapshot
- Identify a minimum of three contracts of similar size and scope
- Identify a minimum of three references for vehicle or equipment sales to government agencies
- Any contracts the bidder has been disqualified from, terminated from or found in default on, to include the reason for disqualification, termination or default

2.02 LICENSING/FACILITIES

Bidders are required to possess a Florida Motor Vehicle Dealer's License in order to bid on any motor vehicle. Bidders must maintain a repair/warranty facility within the State of Florida to provide sales and service for the vehicles and equipment bid.

If a bidder does not maintain a facility to perform warranty work or repair service within the state of Florida, the bidder must provide a detailed plan at the time of bid submission as to how the bidder would service Florida purchasers if awarded the contract. This Service Standard Plan must include:

- Whether the warranty service provider is approved by the manufacturer;
- Estimated quantities sold per item bid;
- If the company plans to contract out for service a copy of the service agreement; and
- Zone specific service plans to include:
    - Response time to initial call from purchaser,
    - Number of personnel available to service the contract,
    - Qualifications of personnel providing warranty work, and
    - Any additional information that would detail how warranty service would be provided.

The sufficiency of Service Standard Plan will be evaluated by the FSA during the bid evaluation.

The FSA reserves the right to periodically request additional or updated information from a bidder regarding the repair/warranty facility during the solicitation and the term of the contract, if awarded. The FSA may also exercise discretion in examining such facility as deemed necessary.

2.03 INSURANCE AND INDEMNIFICATION

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

Vendor shall be fully liable for the actions of its agents, employees, partners, or third party suppliers and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by bidder, its agents, employees, partners, or third party suppliers; provided, however, that the bidder shall not indemnify for that portion of any loss or damages resulting directly from the negligent acts or omissions of the Florida Sheriffs Association and participating agencies or proximately caused by intentional wrongful acts or omissions of the Florida Sheriffs Association and participating agencies.

Vendor's obligations under the above paragraph with respect to legal action are contingent upon the Florida Sheriffs Association and/or participating agencies giving the bidder (1) written notice of any action or threatened action, and (2) the opportunity to take over and settle or defend any such action at bidder's sole expense. Vendor shall not be liable for any cost, expense or compromise incurred by the Florida Sheriffs Association, or participating agencies, in any legal action without bidder's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The vendor shall be responsible for the work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular project.

The vendor shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the vendor is acting as an independent contractor.

The vendor at all times during the full duration of work under this contract, including extra work in connection with this project shall meet the requirements of this section.

The vendor shall maintain automobile liability insurance including property damage covering all owned, non-owned or hired automobiles and equipment used in connection with the work. The vendor shall maintain comprehensive general liability insurance and general aggregate insurance in the amount and coverage levels specified on the Insurance Checklist. The vendor shall maintain insurance to cover garage operations in the amount specified on the Insurance Checklist.

No change or cancellation in insurance shall be made without 30 calendar days written notice to the FSA.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of at least B+: VI or better per Best's Key Rating Guide, latest edition.

Copies of original signed Certificates of Insurance, evidencing such coverages and endorsements as required herein shall be provided no later than five business days before the contract award date. The certificate must state Bid Number and Title. The vendor may not begin performance under the contract until such Certificates have been approved by the FSA.

Upon expiration of the required insurance, the vendor must submit updated certificates of insurance for as long a period as any work is still in progress.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

It is understood and agreed that all policies of insurance provided by the vendor are primary coverage to any insurance or self-insurance the FSA possesses that may apply to a loss resulting from the work performed in this contract.

All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies issued on this contract unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured and approved by the FSA.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

> The vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries to the public and for all damages to the property per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the vendor, his agents, servants, or employees, or through the mere existence of the project under contract.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The vendor will notify the insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract, and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The vendor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the FSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The vendor will secure and maintain policies of third party suppliers. All policies shall be made available to the FSA upon demand. Compliance by the vendor and all third party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the vendor and all third party suppliers of their liabilities and obligations under any section or provisions of this contract. Vendor shall be as fully responsible to the FSA for the acts and omissions of the third party suppliers and of persons employed by them as he is for acts and omissions of persons directly employed by the vendor.

Insurance coverage required in this contract shall be in force throughout the contract term. The required Insurance Checklist summarizes the bidder's insurance obligations, if awarded.

The FSA can request and the vendor shall furnish proof of insurance within seven calendar days of receipt of the written request from FSA. Should the vendor fail to provide acceptable evidence of current insurance during the contract term, the FSA shall have the right to consider the contract breached and justifying the termination thereof.

If bidder does not meet the insurance requirements; the FSA may consider alternate insurance coverage.

2.04 SPECIFICATIONS

All units covered by this Contract and the specifications shall be the manufacturer's current basic production model, and shall, as a minimum, be equipped with *all* standard factory equipment in accordance with the manufacturer's latest literature unless otherwise noted in the bid document. If awarded, bidders must supply a unit that either meets or exceeds all the requirements included in the applicable detailed specifications.

The bid specifications are contained on the FSA bid system. The FSA base specifications are incorporated in this document by reference.

All bidders will be required to provide information requested on the FSA bid system or may have their bid rejected.

All vehicles, equipment, and options provided must be designed, constructed, and installed to be fully suitable for their intended use and service.

2.05 FIXED PRICES

If the bidder is awarded a contract under this Invitation to Bid, the prices quoted by the bidder at the time of bid submission shall remain fixed and firm during the term of this contract, unless otherwise addressed in a contract extension or price adjustment as provided in this Contract.

2.06 DISCOUNTS

Discounts listed in heavy vehicle and heavy equipment bids shall be below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any vehicle, equipment and options.

The vendor has the authority to offer additional discounts based on quantity, as well as additional manufacturer or vendor discounts.

Discount ranges are not permissible. Discounts must be a whole, positive percentage with no decimal place (e.g. 10%).

2.07 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using VendorLink.

2.08 EXCEPTIONS, OMISSION AND ERRORS

Any exceptions, deviations, or contingencies a bidder may have to specifications or Contract Conditions, Section 3.0 of this document, must be documented in bidder's submission. Exceptions to the specifications at the time of the bid submission shall reference the specification or item number and a written explanation for the request for exception. At FSA's discretion, exceptions, deviations, or contingencies to the specifications or Contract Conditions stipulated by the bidder may result in disqualification of a bidder's submission.

Specifications are based on the most current manufacturer literature available. Bidders should immediately notify the FSA of any inaccuracies in the specifications or required submittal documents. All notifications of inaccuracies must be in writing and timely submitted.

Failure of a bidder to comply with these provisions will result in bidders being held responsible for all costs required to bring the vehicle into compliance with the contract specifications.

Exceptions, deviations or contingencies to the General Conditions or Bidder Instructions, other than those determined to constitute minor irregularities and waived by the FSA pursuant to Section 2.26, may be cause for the rejection of a bidder's submission.

2.09 MISTAKES

Bidders are expected to examine the specifications, delivery schedules, bid prices and all information pertaining to servicing this contract before submitting a bid. Failure to do so will be at the bidder's risk.

2.10 EQUIVALENTS

Bidders must first request approval from the FSA before submitting a bid that includes an equivalent that will supplement an item on the base specification. The FSA will determine whether the proposed equivalent is equal to or exceeds the quality, design and construction than the intended replacement item in the base specification.

Bidders must provide the manufacturer name and model number (or product identifier) of each equivalent when seeking approval. Complete, descriptive, technical literature should demonstrate that the equivalent conforms with specific replacement item.

If the equivalent is approved, the bidder must include the supporting material in the bid submission. Bids will not be considered without this information. If a bid uses equivalents without prior approval, the bid will be deemed nonresponsive.

Vendors offering alternate makes and manufacturers of vehicles or equipment that are not specifically identified in the bid, cannot publish or offer the unapproved equivalents. Offerings of this nature will cause the bid to be rejected. If such offerings are identified after the award has been granted, the offerings, specification or entire award can be removed by the FSA.

When selling equivalents, vendors must disclose to the purchaser that an approved equivalent is being offered.

2.11 MANDATORY PRE-BID MEETING

Prospective bidders are required to attend or participate in the **mandatory** Pre-Bid Meeting in accordance with FSA requirements. The Pre-Bid Meeting is designed for vendors, the Fleet Advisory Committee and the FSA to meet in person to clarify questions on the terms and conditions and to confirm all base specifications are correct.

Bidders have the opportunity to suggest technical modifications or corrections before the specifications are finalized Questions relating to the specifications, the bid process, or award can be asked at the Pre-Bid Meeting.

FSA reserves the right to grant attendance exceptions to the mandatory meeting if the bidder has requested authorization, signs a memo of understanding to agree to meet all the terms and conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

2.12 QUALIFICATION

Prospective bidders are required to complete the qualification forms by the date listed on the Bid Calendar. A bidder becomes a qualified bidder if they comply with this section and Section 2.10, Mandatory Pre-Bid Meeting.

Qualification forms include:

- Drug-Free Workplace Form
- Insurance Checklist
- Manufacturer Authorization Form for each manufacturer bid for Contract FSA20-VEH18.0 and FSA 20-EQU18.0
- Manufacturer Authorization Forms are **not** required for Contract FSA20-VEL28.0
- Emergency Vehicle Technician (EVT) Certification, if bidder is offering emergency lighting and sirens
- Qualified Bidder documentation, as required in Section 2.01

The qualification forms are located on the bid system.

2.13 PRICES QUOTED

Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of sixty (60) calendar days from the date of bid opening. Each specification, make, and model must be priced and bid separately.

Prices quoted in the bid submission should reflect the final amount the bidder can expect to receive for payment for the specifications bid for the duration of the contract award, unless otherwise addressed by a contract extension or price adjustment as provided in the contract. These prices must be inclusive of all of the components included in the base specification.

Prices bid, including options, must include the administrative fee FSA charges to administer the contract, as outlined in Section 3.28.

Prices must be Free On Board (FOB) destination.

Once awarded, the vendor has the authority to offer discounts for prompt payment. Cash or quantity discounts offered will not be a consideration in determination of award of the bid.

2.14 OPTION PRICING

The bidder shall offer discount below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any factory options included in the bid submission and quotes to purchasers, if awarded. FSA requests vendors include most frequently purchased scheduled, factory and aftermarket options in the bid.

Options are intended to add or delete equipment or features from the base specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Bidders shall NOT use options to create a vehicle or equipment that is entirely different than the FSA base specification or are available as another specification bid on this ITB.

Bidder must use proper factory codes for all factory options. Options available through the factory may be bid and supplied to purchaser as "factory" options, unless otherwise requested in writing by the purchaser.

The FSA has the discretion to disqualify bidders if the option pricing is excessive or if options listed are not available for the item bid.

Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately within the bid. Section 2.15 contains specific instructions and exceptions for emergency lights and sirens.

If a bidder will offer registration and title services as a fee for service, the bidder must include the administrative fee as a separate option (i.e. line item) for each item bid, see Section 3.23 for additional details. Government imposed fees should not be included in this option pricing.

No other additional charges or fees are admissible.

For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet upload in the bid system. See Section 2.14 for details on emergency lights and sirens.

If options are not available as a stand alone option, the bidder must indicate in their bid submission any option requiring the purchase of other options, and also indicate options that are a part or dependent of another option. Factory package options are allowable under this contract. Factory package options must be included in the options within the bid document and detailed specifically as to what components the package includes.

When calculating the price for a manufacturer's option requested in this bid that is not listed as an option in the manufacturer's order guide (i.e. model or engine upgrade), the bidder must calculate the option price as the net difference between vendor cost on the representative base vehicle and the total MSRP of the requested option modifying the vehicle. A bidder may bid less than this price, but at no time charge more than the calculation provided here.

The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the written base specification will be determined nonresponsive and the bid will be rejected in whole or part by the FSA.

Example: Bidder CANNOT include option upgrades that result in the selling of a vehicle or truck on one specification that is offered as a separate specification in the bid solicitation. For example, a Vendor who is awarded the bid for 25,500 lb. GVWR Cab & Chassis cannot upgrade this item through an add option to a 30,000 lb. GVWR Cab & Chassis in order to circumvent the bid award winner for the 30,000 lb. GVWR Cab & Chassis.

Purchasers are encouraged to negotiate option pricing with vendors. Discounts can be provided beyond option prices listed in the contract. The additional discounts for each add option shall be decided by the vendor.

<u>Option Upload</u>
The bid system will accept option information from bidders through a .pdf file upload. The option information required for the bid submission of the options under each bid specification number include:

- Bid Item number (FSA item specification number)
- Order code (Manufacturer order code)
- Description
- Price

The options will correspond to the specification or item number. Multiple options may be listed for each each specification or item number bid. Therefore, bidders that do not indicate the correct item number with the option information bid will not have options displayed for the item bid. If option pricing is not uploaded correctly, FSA may require bidders to correct the formatting of the options, but pricing may not be modified. Failure of the bidder to make corrections may cause the bid to be rejected.

If the bidder wishes to offer credit to the purchaser for an option that is standard on the FSA base specification, the bidder should include the word "Credit" at the beginning of the description, and continue to describe the option being credited. For example, "Credit: one key fob" that corresponds with the price the bidder will credit the purchaser.

2.15 EMERGENCY LIGHTS AND SIRENS

Under Florida Statute 316.003(1), authorized emergency vehicles are defined as:

> Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective department or the chief of police of an incorporated city or any sheriff of any of the various counties.

Bidders that will provide or contract to provide emergency light and siren installation must also submit Emergency Vehicle Technician Certifications for the individuals working for the bidder or the designated third-party supplier who will perform the installation. FSA reserves the right to accept certifications up and until final award.

Vendors that will install emergency lights and sirens are required to provide and install products that are Society of Automotive Engineers (SAE) certified. SAE Certifications must include Class 1, Class 2 and Class 3 in order to be eligible for participation in the Contract. If a lighting or siren product installed on an emergency vehicle is not SAE Certified, the vendor can be found in default of the Contract.

Prices submitted for emergency lights and sirens shall include all applicable government imposed fees.

Labor may be charged for the installation of emergency lights and sirens. Labor rates must be disclosed as part of the bid submission.

For vehicles that are manufacturered with emergency lights and sirens, including motorcycles, bidders may not charge for labor, emergency lights or sirens that come from the factory equipped with these features as standard equipment.

Bid Submission of Emergency Lights and Sirens
Bidders will be asked to provide pricing for emergency lights and sirens by submitting a pricing sheet. The bid system will receive pricing through a standardized Excel file. The pricing sheet will include:

- Group
- Order code
- Description
- Price (part only)
- Labor hours
- Labor cost per hour

2.16 SUBMITTAL OF BID

Bidders are required to submit a bid using the FSA bid system, VendorLink. Bid submissions include pricing for the base specification, option descriptions and pricing, and any applicable lighting/siren pricing, as well as all other required documentation.

The bid must be received by the date and time specified on the Bid Calendar. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

Bid System: VendorLink
Bidders must submit their bid electronically using the on the FSA bid system, which is located at https://www.myvendorlink.com. Bids not submitted within VendorLink will be rejected. Bidders are encouraged to participate in training provided for Vendorlink.

User names and passwords will be issued to qualified after registering in the bid system, qualified bidders will be invited to bid.

Prices are to be rounded to the nearest whole dollar (i.e. $10, not $10.05). The bid system allows for cents, however the bid evaluation is based on the whole dollar. If a bidder submits bid pricing using cents, the following formula will be applied:

- $.01-.49 will be rounded down to the prior dollar bid (e.g. $50.49 = $50)
- $.50-.99 will be rounded to the next dollar (e.g. $50.50 =$51)

Bid Submission
To ensure correct bid submittal and formatting, Bidders shall:

1. Submit bid electronically through the FSA bid system, VendorLink, for the applicable bid.

2. Input bid price in the bid system price field within each specification being bid.
3. Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf); or Compressed File (ZIP) formats.
4. Enable printing on files submitted.
5. Separate and identify each part of the submission (i.e. document type, form type, content type) with a divider/separation page.)
6. Bids must be input into the standardized format in VendorLink.
7. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during bid submission.
8. Follow all instructions outlined in this Invitation to Bid and provide all requested information.

The bid submitted in VendorLink shall include the following documents:

- Executed Contract Signature Page
- Build sheet in a single merged .pdf document for each item bid as prescribed in the FSA bid system.
    - A build sheet is a document from the bidder or manufacturer that confirms that the vehicle or equipment bid matches the FSA base specification. If using the manufacturer's print-out, the document shall include the FSA bid specification item number, and indicate the manufacturer's base model code and display the standard equipment required to provide the base vehicle or equipment as outlined in the FSA base specification. For example, manufacturer print-outs can include Ford – Dora, General Motors – GM Autobook. Carbook Pro build sheets are acceptable. If vendor-installed aftermarket components are used to meet the base specification and these components must be identified on the build sheet. Build sheets for each item bid must be complied into a single .pdf document. Build sheets should be in numerical order by specification, clearly identifiable by specification or item number, and include model name and number. If FSA cannot determine which specification the build sheet is for, the item bid can be rejected as nonresponsive.
- Option pricing required as a single merged .pdf document as prescribed in the FSA bid system.
- Pricing Sheet for Emergency Vehicle Lights and Sirens, if applicable.
- Emergency Vehicle Technician Certifications, if applicable.
- Service Standard Plan, Section 2.02, if applicable.
- Any requested equivalents, Section 2.10, or exceptions, Section 2.08.
- Certificates of Insurance, as applicable for policies in existence at the time of bid submission

FSA may ask awarded bidders to supply one hard copy set with original, written signatures and original compliance forms, prior to the contract execution. Hard copy bids should not be submitted unless specifically requested by FSA.

2.17 ZONE BIDDING

Bidders are allowed to bid in one or more geographic zones. The zone map is included in Appendix B. A space is provided for the bidder to indicate pricing for each zone. The bidder only submits a bid for each zone if pricing is provided for each zone.

2.18 EXECUTION OF BID

By submitting a response to this Invitation to Bid, the bidder agrees to the terms and conditions of this contract and to be bound by such terms and conditions if selected for award. The bidder must submit the Contract Signature Page with the signature of an authorized representative no later than the date of the final award.

2.19 MODIFICATION OR WITHDRAWALS OF BIDS

A bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a bidder believes that the bidder must withdraw the bid, the bidder must contact FSA immediately. Bid withdrawals are handled on a case by case basis, and can result in a limitation of participation in future bids.

2.20 LATE BIDS

The responsibility for submitting a bid before the stated due date and time on the bid calendar is solely and strictly the responsibility of the bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Time.

2.21 BID OPENING

Bids shall be opened on the date and time specified on the Bid Calendar. The bid opening will occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida.

FSA shall read the bidder name and verify that the bidder successfully input the bid within the timeframe prescribed for bid submission in the Bid Calendar.

2.22 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the Contract. As set forth in section 2.27, FSA reserves the right to waive or allow a vendor to correct minor irregularities.

2.23 RESPONSIBLE BIDDER CRITERIA

Bids will be evaluated to determine if eligibility and contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive.

Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsible. In determining a responsible bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including previous FSA contracts;
- Any other information relevant to the responsibility of a vendor that FSA is aware of.

In addition to the requirements of Section 2.01, FSA reserves the right to request staffing, performance and financial information from any bidder during the evaluation process if FSA determines this information is necessary to award the bid.

FSA reserves the right to determine which responses meet the requirements, specifications, terms and conditions of the solicitation, and which bidders are responsive and responsible.

FSA further reserves the right to limit participation of bidders who, in FSA's sole discretion, are determined to present responsibility concerns that call into question the bidder's ability to perform but that do not rise to the level of requiring rejection of the bidder as nonresponsible.

2.24 BASIS FOR AWARD

The FSA shall make awards to the lowest bidder by specification, by manufacturer and by zone to bidders deemed to be responsive and responsible. Awards may also be made to the second and third lowest bidders by specification, by manufacturer and by zone, if applicable and determined to be in the best interest of the FSA and the purchaser.

The Fleet Advisory Committee serves as the initial review for bid submissions. The Fleet Advisory Committee's review is submitted to the FSA for final evaluation and determination of award.

The options in the bid shall be for informational purposes only and will not serve as a basis for bid protest. However, the FSA has the discretion to consider option pricing in making the award if doing so would be in the best interests of the FSA or the purchaser.

FSA reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest.

2.25 FIRM BID

Bidder warrants by virtue of bidding it is submitting a firm bid and the prices quoted in their bid response will be good for an evaluation period of sixty (60) calendar days from the date of bid opening, and if awarded through the duration of the contract unless otherwise addressed by a contract extension or price adjustment as provided in this contract.

By virtue of the bid submission, bidder acknowledges its obligation to sell vehicles and equipment in all zones for which it is awarded. Failure of the bidder to comply with these requirements may result in the imposition of liquidated damages of up to $1,000 per vehicle or equipment, which amount the vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA's discretion.

2.26 BID TABULATIONS

The Bid Tabulation report will be posted on the FSA Cooperative Purchasing Program website after the bid submission closes as indicated in the Bid Calendar. https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/dealers-only.

If there is a delay in posting the bid tabulation results, FSA will post a notice of the delay and a revised date for posting of results.

2.27 MINOR IRREGULARITIES/RIGHT TO REJECT

The FSA has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the terms and conditions of this procurement that does not affect the price of the bid or give the bidder a substantial advantage over other bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA may allow a bidder to correct minor irregularities but is under no obligation to do so. In doing so, the FSA may request a bidder to provide clarifying information or additional materials to correct the irregularity. However, the FSA will not request and a bidder may not provide the FSA with additional materials that affect the price of the bid, or give the bidder an advantage or benefit not enjoyed by other bidders.

The FSA may also reject any bids not submitted in the manner specified in this document.

2.28 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens through the bid award date and effective date of the awarded contract as indicated in the Bid Calendar. During this period all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, questions regarding problems incurred in the use of the the bid system, or communications initiated by the FSA. All permitted communications during this period shall be made in writing to the procurement contacts identified in Section 1.01 of this Invitation to Bid.

FSA is not responsible for bidder's improper use of the bid system. Exceptions will be granted to this section should any bid system malfunctions occur.

3.0 CONTRACT CONDITIONS

3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the terms and conditions of this document become the Contract between the FSA and the awarded vendor.

The terms and conditions apply to all vehicles and equipment purchased from this contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the Contract warrants that he/she is duly authorized to do so and binds the respective party to the Contract.

3.03 VENDOR CONTACT INFORMATION

The vendor will maintain current contact information with FSA at all times.

If a change occurs during the contract, the vendor must notify FSA immediately. The Vendor Change Document must be completed, signed by an authorized representative and submitted via e-mail to CPP@flsheriffs.org.

A sample Vendor Change Document can be found in Appendix A and on the FSA website.

3.04 OPTION TO RENEW & PRICE ADJUSTMENT

Renewal Option
The contract may be renewed by mutual agreement, initiated at the discretion of the FSA, for up to two (2) additional years, on a year to year basis. The FSA reserves the right to in its sole discretion elect to renew the contract in whole or in part.

In the event that the contract is held beyond the term provided herein, it shall be on a month-to-month basis only and shall not constitute an implied renewal of the contract. Such a month-to-month extension shall be upon the same terms of the contract and at the compensation and payment provided herein.

Price Adjustment
On an annual basis during the contract term, the FSA may consider a price adjustment due to changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics, as a result of any changes to national or state standards that require substantial cost adjustments, significant manufacturer changes to the production of and specification design, or in the event of material changes in tariffs that result in cost increases of 15% or more.

The price adjustment request may be considered and implemented by FSA on an annual basis during the initial term, or upon the completion of the initial term or a 12-month renewal period. Price adjustments will be implemented upon request from a vendor or in the event that the FSA determines in its sole discretion that such a price adjustment is warranted.

Prices may be increased or decreased by the percentage change reflected in the nationally published PPI. FSA shall determine the PPI based on the most recent published PPI initiated at the time of renewal that best reflects adjustments to the economy over the previous 12 months.

In the event of changes to national or state standards, the vendor must present verifiable changes in cost to FSA. The FSA will consider the cost changes and will make a final determination on the change in price.

In cases where manufacturers have significant changes to production and specification design to an awarded item, FSA will consider certified manufacturer price changes and may allow price adjustments to reflect such changes in price from the manufacturer to the awarded vendor.

For any vendor-initiated price adjustment to commence on the first day of the renewed contract term, extension or the end of a 12-month period, the vendor's request or adjustment should be submitted one hundred and twenty (120) calendar days prior to expiration of the then current contract, extension or 12-month period. The vendor-initiated price adjustment request must clearly substantiate the reasons for the requested increase. If no request is received from the vendor, the FSA will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period will not be considered.

The FSA reserves the right to accept the renewal adjustment or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of the FSA.

3.05 ADDITIONS AND DELETIONS

The FSA reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and the participating purchasers.

FSA reserves the right to remove, discontinue or suspend the sale or offering of any product within the Invitation to Bid document or existing contract, at its discretion.

This decision to take action may be based upon and not limited to:

- Few or no sales;
- Product recalls and other safety issues;
- Vendor/Manufacturer performance; or
- Lack of relevance of products.

3.06 EQUITABLE ADJUSTMENT

The FSA may make an equitable adjustment to the contract terms or pricing at its discretion.

3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this bid shall be the most current model offered, i.e. the most current production model at the time of this bid.

3.08 PRODUCTION CUTOFF

Vendor shall notify the FSA in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Notification shall be provided in writing.

Purchase orders received by the vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer.

If a purchase order has been timely received by the vendor or the manufacturer, and the manufacturer fails to produce or deliver the production year vehicle, the vendor must provide the next year's equivalent model at current contract prices.

Purchase orders issued and received after the production cutoff date will be subject to availability. In this case, the vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term.

If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the specifications, FSA may consider substitutions from the same manufacturer.

3.09 FACILITIES

The FSA reserves the right to inspect the vendor's facilities at any time with prior notice.

3.10 SUBSTITUTIONS

The FSA or purchasers will NOT accept substitutes of any kind. Vendors are expected to furnish the brand quoted in the bid once awarded. Any substitutes will be returned at the vendor's expense. Delivery of substitutes and the delay in supplying the correct specification can be deemed grounds for termination for default.

3.11 POLICE RATED VEHICLES & MOTORCYCLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation.

These evaluations are not designed to recommend a particular product, but to serve as a resource for vehicles which are currently being offered for law enforcement service. To see the full detailed report click or copy the links below.

The importance with which each individual phase is weighted in these evaluations is a subjective decision which should be made by each agency based upon that agency's needs.

For the purposes of this bid, the following are recognized authorities:

State of Michigan, Department of State Police and Department of Technology, Management and Budget Police Vehicle Evaluation Program https://www.michigan.gov/documents/msp/2019MYPoliceVehicleEvaluationTestBook_639203_7.pdf

Los Angeles County Sheriff's Department Law Enforcement Vehicle Test and Evaluation Program Vehicles:
https://www.lasd.org/pdfjs/web/viewer.html?file=VehicleTestBooklet.pdf

Motorcycles:
https://www.lasd.org/pdf/2017_MotorcycleTestBooklet12192017.pdf

3.12 SPECIAL SERVICE VEHICLES

Vehicles in this category in some cases have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These vehicles are labeled as Special Service Vehicle (SSV) and often used in public safety applications and other areas of government. Refer to manufactures published information for detailed information regarding these vehicles.

3.13 CAB AND CHASSIS PURCHASES

Cab and Chassis can be purchased from the vendor without any required additional fitting by the vendor. If an incomplete chassis is sold to an agency, then the vendor is not responsible for the tag and title. Vendors are responsible for tag and title work if the chassis is completed by the vendor or the vendor's contracted third party supplier.

FSA highly recommends that all upfitting of cab and chassis be performed by vendors who are licensed and certified to perform such work to avoid unnecessary exposure to future liability.

The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

3.14 FACTORY INSTALLED

All options specified as factory installed are to be installed on the vehicle at the primary site of assembly and is to be the manufacturer's standard assembly-line product. No aftermarket and no vendor-installed equipment will be accepted as factory installed. Vendors found supplying aftermarket or vendor-installed equipment where factory installed are specified may be required to retrieve all delivered vehicles and reorder new vehicles meeting the specifications.

All factory ordered options are to be original equipment manufacturer (OEM) and factory installed unless otherwise noted by the vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

Aftermarket parts, modifications, and factory produced parts and components ordered and installed by a vendor that do not meet the requirements of factory installed components, will be rejected for noncompliance with the requirements of the specification.

In the event that a component that does not meet the specifications is found installed on a vehicle before or after the vehicle has been accepted by the purchaser, the vendor shall be required to replace the vehicle with a vehicle that meets the required specifications, including factory installed components. In the alternative, the purchaser shall decide whether they will accept vendor installed components.

3.15 VENDOR INSTALLED OPTIONS

All vendor-installed accessories or options shall be installed according to the manufacturer's specifications. Examples include, but are not limited to a roll bar, trailer hitch, etc.

All such accessories must be manufactured by an established manufacturer of the product provided. Vendor is required to disclose Make and Model of product being offered and the location, design, and model must be approved by the purchaser prior to installation. Prior to any purchase, the vendor must also disclose the warranty of any item that is less than or exceeds the factory vehicle or equipment warranty coverage.

A vendor that employs a third-party supplier or subcontracts technicians to install emergency equipment on vehicles purchased on this contract is required to utilize technicians that are certified in Law Enforcement Vehicle Installation through EVT Certification Commission, Inc. or an approved equivalent.

The FSA may at any time during the contract period request proof of the required certification.

Any vendor that violates this provision will be considered in default of the contract. FSA may terminate the contract in accordance with Section 1.45 of this Invitation to Bid.

3.16 NON-SCHEDULED OPTIONS

FSA requests vendors include most frequently purchased scheduled, factory and aftermarket options in the bid document. If a purchaser requests a non-scheduled option that is not included in the bid document, the vendor may provide this non-scheduled option. The purchaser has the opportunity to request the vendor's discount pricing for any non-scheduled options during the quote process. At no time should the non-scheduled option exceed MSRP or Published List Price.

Non-scheduled options should be listed as a separate line item and noted on the purchase order to include the price. All non-scheduled options are covered under these terms and conditions.

3.17 FORCE MAJEURE

A vendor shall not be penalized for a delay resulting from the vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the vendor.

3.18 DELIVERY TIME

Vendors shall specify the estimated delivery time in calendar days for each item. The purchaser should consult the vendor regarding vehicle production schedules. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.

3.19 ORDER

The vendor shall submit a copy of the purchase order to the FSA within 15 calendar days of receipt from the purchaser.

To initiate a purchase, a purchaser issues a purchase order to the vendor, which shall include:

- The contract number and title,
- Specification number,
- Purchaser's federal identification number, and
- Name, phone number and email address for the point of contact at the purchasingagency.

Delivery or due dates should be discussed with the vendor at the time the quote is provided to the purchaser, or if no quote is provided, when the purchase order is delivered to the vendor. It is important to note that vendors do not have any control over production delays in schedules from the manufacturer.

While it is recommended that an agency purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a vendor in another zone can better serve the purchaser's needs, the purchaser may order from a vendor in another zone. Vendors that provide vehicles or equipment outside of an awarded zone may upon mutual agreement between the vendor and the purchaser charge a delivery fee.

The purchaser should forward an executed copy of the purchase order to the FSA at the same time the purchase order is sent to the vendor. Emails or hard copies are acceptable. Emails can be sent to coop@flsheriffs.org.

If a vendor receives a purchase order for a specification for which they were not awarded, the vendor must notify the purchaser and return the purchase order to the purchaser within three (3) business days.

All vehicles ordered prior to production cut off and in accordance with the contract shall be supplied in the manufacturer's next model run of that class vehicle even if it requires supplying a later model at the original bid prices.

Vendor shall place the order with the manufacturer within 10 business days of receipt of the purchase order. The vendor shall assure that all orders are placed in full compliance with the specifications and the terms and conditions of the Contract and the purchase order.

It is the vendor's responsibility to ensure that the vehicle or equipment ordered by the purchaser is fully compatible with all ordered options and that the vehicle complies with all applicable manufacturer and industry standards. The vendor's acceptance of a purchaser's order will indicate that the vendor agrees to deliver a vehicle that will be fully compatible with all of its options.

Any changes that are required to bring a vehicle or equipment into compliance with the various options due to an incorrect order will be accomplished at the vendor's expense.

A Confirmation of Order form shall be completed by the vendor and returned to the purchaser 14 calendar days from receipt of purchase order without notification by the purchaser. An example Confirmation of Order form is included in Appendix C.

Any additional information needed to complete this form should be obtained from the purchaser. The form may be modified to accommodate each purchaser as necessary.

3.20 VEHICLE AND EQUIPMENT DELIVERY

At a minimum, pre-delivery service shall include the following:

- Standard Vendor and Manufacturer protocol for new vehicle and equipment delivery;
- Cleaning of vehicle and equipment, if necessary, and removal of all unnecessary tags, stickers, or papers (window price sticker or supplied line sheet shall remain);
- Speedometer must be correct regardless of the tires provided by the vehicle manufacturer or axle ratio furnished;
- Verification that the hour meter does not exceed five (5) hours for equipment;
- Owner's manual and warranty manual to accompany each vehicle and equipment; and
- MSRP list sheet (window sticker) MUST be in the vehicle when it is delivered to the purchaser. Vehicles that are missing this form, or have forms that have been altered will not be accepted. Build sheets, or documentation that verifies what components are included on the equipment being delivered, must be provided for equipment.

The vendor shall be responsible for delivering vehicles and equipment that are properly serviced, clean and in first class operating condition.

Vendor shall complete delivery of the vehicle and equipment to the purchaser within fourteen (14) calendar days of receipt of the vehicle from the manufacturer or equipment supplier. This deadline shall not apply to vehicles originating as an incomplete chassis.

Receipt of a vehicle or equipment by the vendor is defined as acceptance of the vehicle or equipment from a common carrier at the vendor's place of business or any third party's place of business.

Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a police rated vehicle must use an "OUT OF SERVICE" cover on light bars.

All deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchasing agency. However, this requirement shall not apply to incomplete chassis. The purchaser has the option to reject a vehicle with more than 350 odometer miles, or may deduct $0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the purchaser. This requirement also applies to redelivery of vehicles that were rejected upon initial delivery. Equipment with more than five (5) hours on the hour meter may be rejected by the purchaser or the purchaser may choose to negotiate a lower purchase price when the unit exceeds five hours.

All warranties shall begin at the time of delivery to the purchaser. The purchaser's warranty should not be active for incomplete vehicles or equipment and vehicles or equipment delivered to a third-party supplier before final delivery.

Vendor shall notify the purchaser no less than twenty four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon delivery details. Transport deliveries must be unloaded and inspected by purchaser. Deliveries not complying with these requirements may be rejected and will have to be redelivered at vendor's expense.

All vehicles or equipment with fuel tanks of thirty-five (35) gallons or less must contain no less than one quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For vehicles and equipment that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided.

3.21 INSPECTION AND ACCEPTANCE

It is the responsibility of the purchaser to inspect a vehicle or equipment for any damages.

Each purchaser shall make a good faith effort to inspect the vehicles or equipment before or at the time of delivery for acceptance. One (1) day is the suggested period for inspection. However, if reasonable accommodations for inspection cannot be made upon delivery, the purchaser may have up to three (3) business days to inspect the vehicle or equipment for acceptance.

Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order.

It is the purchaser's responsibility to thoroughly inspect each vehicle and equipment prior to acceptance. Copies of the bid specifications and purchase order will be delivered with the vehicle. Purchasers are to inspect the vehicle and equipment and compare bid specifications, purchase order and manufacturer's window sticker or manufacturer's invoice to ensure vehicle or equipment meets or exceeds the requirements of the bid specifications and the submitted purchase order. Purchasers should inspect the vehicle and equipment for physical damage.

Delivery of a vehicle or equipment to a purchaser does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the vehicle and equipment meet contract specifications and the requirements listed below.

Should the delivered vehicle differ in any respect from specifications, payment can be withheld until such time as the vendor completes the necessary corrective action.

Units shall be delivered with each of the following documents completed or included:

1. Copy of Customer's Purchase Order
2. Copy of the applicable Vehicle or equipment specification
3. Copy of Manufacturer's Invoice or Window Sticker for vehicles (prices may be deleted from the manufacturer's invoice); or a Build sheet, or documentation that verifies what components are included on the equipment being delivered, for equipment
4. Copy of Pre-Delivery Service Report
5. Warranty Certification

6. Owner's manual
7. If the vendor does not provide the tag and title, then the DHSMV 82040 (*Application for Certificate of Title and/or Vehicle Registration)* which requires a signature of authorized representative.

Deliveries that do not include the above items will be considered incomplete and can be refused.

3.22 REGISTRATION, TAG AND TITLE

Costs of registration, tag and title shall not exceed the statutory rates. FSA administrative fee does not apply to tag and title work.

Title items shall be the responsibility of the vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the vehicle or equipment.

Reasonable administrative costs for registration and title services, including obtaining temporary tags, tag transfers, and new tags are permitted. All costs associated with obtaining, filing and shipping of tags shall be listed as an option during the bid submission for each item bid. Administrative costs can include convenience fees, cost reimbursements for filing, obtaining or delivery of tags, or any costs over the original purchase price of the registration and title. Administrative costs for registration and titling can be negotiated between the purchaser and the vendor.

3.23 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the vendor and purchaser placing orders using this contract. Vendors must invoice each purchaser independently.

A purchaser has three (3) business days to inspect and accept the vehicles or equipment. The vendor shall be paid upon submission of invoices to the Purchaser after satisfactory delivery and acceptance of the vehicles and/or equipment.

The Local Government Prompt Payment Act will apply to ensure timely payment of Vendor invoices. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

3.24 WARRANTY REPAIRS AND SERVICE

All warranties shall begin at time of delivery and final acceptance by the purchaser. Failure by any manufacturer's authorized representative to render proper warranty service or adjustments, including providing a copy of the warranty work order to the purchaser, may subject the vendor to suspension from the approved vendor listing until satisfactory evidence of correction is presented to the FSA.

3.25 INADEQUATE SERVICE

When vehicles and equipment require service or adjustments upon delivery, the vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the vendor within 48 hours after notification by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory and the vehicle or equipment is redelivered.

The provisions of the delivery section shall remain in effect until the redelivery is accomplished. The cost of any transportation required shall be the responsibility of the vendor until the vehicles or equipment are satisfactory and accepted by the purchaser.

3.26 REPORTING: PURCHASE ORDERS & QUARTERLY REPORTS

Purchase Orders
The vendor must submit copies of purchase orders upon receipt to the FSA. Purchase orders are considered late if not submitted fifteen (15) calendar days after the date of the purchase order. Purchase orders and accompanying documentation shall include base specification items purchased and all options itemized separately.

Vendors should scan a complete copy of the purchase order and attach it as a .pdf. Place the document title in the subject line of the e-mail and send purchase order copies to COOP@flsheriffs.org.

The files should be named using the the name of the purchasing entity, the purchaser type and the PO number. The purchaser type other can include any other eligible purchaser including special district, fire department or other purchasing entity not specifically named here. Out of state sales should include the state in the name.

PURCHASER TYPE	SAMPLE STRUCTURE	EXAMPLE
MUNICIPALITY	City Name PO 12345.pdf	Tallahassee PO 12345.pdf
COUNTY	County Name County PO 12345.pdf	Leon County PO 12345.pdf
EDUCATION	Educational Institution Name PO 12345.pdf	Florida State University PO 12345.pdf
OTHER	Special District Name PO 12345.pdf	Northwest Florida Water Management District PO 12345.pdf
SHERIFF	Sheriff Office Name PO 12345.pdf	Leon County Sheriff PO 12345.pdf

Quarterly Reports
Quarterly reports are the contractual responsibility of each vendor. Quarterly reports which do not adhere to the required format (as set forth in Appendix D) or are not complete of all purchase orders received and/or deliveries made during the quarter will be returned to the reporting vendor for correction of deficiencies.

Quarterly reports track the purchase orders received, deliveries made, and vendor administrative fees prescribed in Section 3.28 due in a given quarter.

All required quarterly report templates can be downloaded from the FSA website under the Cooperative Purchasing Program page, Other Links, Vendor Only page. All quarterly reports are to be sent to REPORTS@flsheriffs.org.

The quarterly report template shall be submitted using the Excel workbook provided. The workbook contains three 3 worksheets. The first worksheet titled “Instructions” must be completed with the name of the vendor and the quarter being reported in the fields that appear in red text. The quarter being reported should be selected from the drop down box. This information will be copied to the report page headers in each worksheet. The second worksheet must contain all sales or purchase orders received during the quarter. The third worksheet must contain information on all deliveries made during the quarter. This tab will automatically calculate the administrative fee due to FSA.

Purchase orders should not be sent with quarterly reports. A screenshot of the template of a quarterly report is located in Appendix D. Quarterly reports must be completed and submitted electronically. Quarterly reports are due no later than the 15th day of the month following the end of the quarter.

Quarterly reports shall follow this schedule for the duration of the contract:

Contract Year 1: October 1, 2020 – September 30, 2021

Year 1 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 1 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 1 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 1 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Contract Year 2: October 1, 2021 – September 30, 2022

Year 2 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 2 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 2 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 2 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Contract Year 3: October 1, 2022 – September 30, 2023, as applicable

Year 3 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 3 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 3 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 3 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

If a contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a vendor has no sales within a quarter, the vendor shall indicate “No sales this quarter” on the top row of the sales worksheet. If the vendor has no deliveries in a given quarter, the vendor shall indicate “No deliveries this quarter” on the top row of the delivery worksheet.

FSA reserves the right to modify the procedure for submitting quarterly reports during the term of the contract. Such a change shall not materially modify the substance of the information to be reported, but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA will provide written notice to all vendors of the method by which future quarterly reports are to be submitted.

3.27 ADMINISTRATIVE FEE

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

The FSA charges three quarters of one percent (.0075) to procure, process and administer the Contract.

After receipt of payment from contract purchases, the vendor shall remit all administrative fees to the FSA no later than 15 calendar days after the end of each quarter. All fees payable to the FSA during any given quarter will be accompanied and supported by a Quarterly Report.

Bidders are to include the administrative fee of three quarters of one percent (.0075) in all bid prices. The fee should be incorporated into the price at the time of bid submission This fee should also be included on all add options. The administrative fee will remain payable to FSA and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a vendor fails to incorporate the administrative fee in its bid pricing.

The fee should never be listed as a separate line item on any purchase order.

The administrative fee is based on the total purchase order amount of new vehicles or equipment. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The administrative fees are the contractual responsibility of each awarded vendor.

By submission of the quarterly reports and administrative fee, the vendor is certifying the accuracy of the reports and deposits. All reports and fee submissions shall be subject to audit by the FSA or their designee.

All participating vendors will be responsible for making sure that FSA has the contact information, including e-mail address, for the person responsible for quarterly reports. There will be no reminders for the quarterly reports or the administrative fee.

Checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

3.28 LIQUIDATED DAMAGES

The vendor warrants that the product supplied to the FSA or purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports must be received by FSA within 15 calendar days following the end of each quarter will result in the imposition of liquidated damages. Vendors failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of $25 for each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section and Section 3.28, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. Venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in vendor's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond 45 calendar days can result in FSA, at its sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination for cause pursuant to Section 1.45.

Schedule of Liquidated Damages

Failure to submit quarterly report and/or administrative fee on time	$25 per calendar day
Failure to report a Purchase Order to FSA within the 15 calendar days of the purchase order date	$100 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will damage the FSA, but by their nature such damages are difficult to ascertain. Accordingly, the above specified schedule of liquidated damages shall apply to this contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty, but are instead intended solely to compensate the FSA for damages, and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the vendor's failure to take the specified actions.

Appendix A

Florida Sheriffs Association Cooperative Purchasing Program
Vendor Change Document

Please complete this form to validate a requested change to Company Addresses, Contacts or Contact Information below. Include all sections where information has changed, old and new.

FSA Contract Number(s) affected by change: ______________________________

____

Company Information Changes:	
Old Information	***New Information***
Old Company Name:	New Company Name:
Old Company Address:	New Company Address:
Old Company City:	New Company City:
Old Company State:	New Company State:
Old Company Zip:	New Company Zip:

Company Contact Changes:	
Old Contact Information	***New Contact Information***
Old Contact Name (First, Last):	New Contact Name (First, Last):
Old Contact E-Mail:	New Contact E-Mail:
Old Contact Office Phone:	New Contact Office Phone:
Old Contact Mobile Phone:	New Contact Mobile Phone:
Old Contact Fax Phone:	New Contact Fax Phone:

This information is requested by an authorized representative of ______________________________________.

This request will take effect as soon as it is received by FSA by e-mailing to cpp@flsheriffs.org.

Name of Authorized Company Representative ____

Job Title________________________________ Date of Request ______________________________

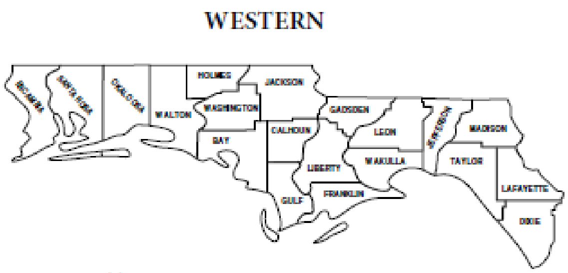
Authorized Company Representative Signature: ____

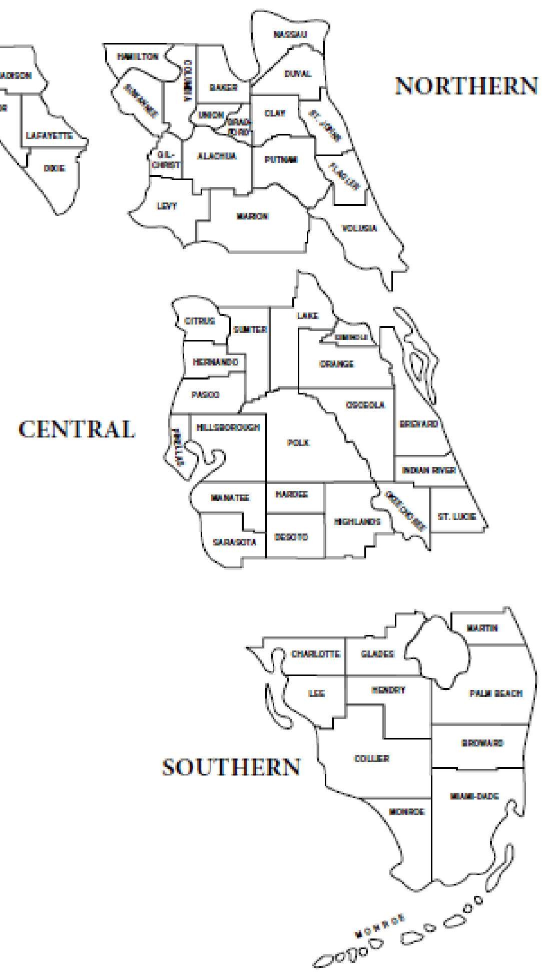
FSA Office Use:		
Date Received:	Change Effective:	FSA Agent:

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Appendix B

FSA CONTRACT ZONE MAP





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LEON
LIBERTY
MADISON
OKALOOSA
SANTA ROSA
TAYLOR
WALTON
WAKULLA
WASHINGTON

NORTHERN
ALACHUA
BAKER
BRADFORD
CLAY
COLUMBIA
DUVAL
FLAGLER
GILCHRIST
HAMILTON
LEVY
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NASSAU
PUTNAM
ST. JOHNS
SUWANEE
UNION
VOLUSIA

CENTRAL
BREVARD
CITRUS
DESOTO
HARDEE
HERNANDO
HIGHLANDS
HILLSBOROUGH
INDIAN RIVER
LAKE
MANATEE
OKEECHOBEE
ORANGE
OSCEOLA
PASCO
PINELLAS
POLK
ST. LUCIE
SARASOTA
SEMINOLE
SUMTER

SOUTHERN
BROWARD
CHARLOTTE
COLLIER
GLADES
HENDRY
LEE
MARTIN
MIAMI-DADE
MONROE
PALM BEACH

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Appendix C

CONFIRMATION OF ORDER FORM

Police Rated, Administrative, Utility Vehicles Trucks and Vans

Bid # FSAXX-XXXX

Vendors are to complete and return this confirmation of order form by email, fax or mail to the agency location listed below within fourteen (14) calendar days after receipt of purchase order.

Vendor:

Vendor: ______________________________

Address: ______________________________

City: ______________ State: ______________ Zip: ______________

Contact Person: ______________________________

Phone Number: ______________ Fax: ______________

Specification No. __________ Type Vehicle/Equipment: ______________

Purchase Order Number: ______________ Purchase Order Received: ______________

Order Was Placed With the Manufacturer on: ______________________________

Under Production Number: ______________________________

Estimated Date of Delivery: ______________

Comments: ______________________________

____

PURCHASER: ______________________________

Contact Person: ______________________________

Address: City: ______________________________

Phone Number: ______________ State: ______________ Zip: ______________

E-mail: ______________ Fax: ______________

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Appendix D

Sales

Type Vendor Name Here
FSA Contract Number and Name
Effective Dates of the Contract: Contract Effective Dates
Current Quarter Being Reported: 10/1/20 to 12/31/20

Name of Purchasing Agency	PO Date	PO #	Spec. #	Make	Model	Qty.	Total PO Amount	Estimated Delivery Date	Admin Fee Based on PO
Grand Totals Linked to the Bottom Row							$ -		$ -
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Deliveries

Type Vendor Name Here
FSA Contract Number and Name
Effective Dates of the Contract: Contract Effective Dates
Current Quarter Being Reported: 10/1/20 to 12/31/20

Name of Purchasing Agency	PO Date	PO #	Spec. #	Make	Model	Qty. Delivered	Total PO Amount Being Delivered	Actual Delivery Date	Admin Fee Due Based on PO Amount Delivered	Admin Fee Being Paid with this Quarterly Report	Difference Between Auto-calculated amount due and amount being paid	Additional Notes/Comments
Grand Totals Linked to the Bottom Row							$ -		$ -	$ -	$ -	
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							$ -		$ -	$ -	$ -	

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

Appendix E

Bid Calendar

FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles
FSA20-VEH18.0 Heavy Trucks
FSA10-EQU18.0 Equipment

CALENDAR ITEM	DATE
Bid Announcement	4/22/20 & 5/25/20
Voluntary Workshops For Contracts FSA20-VEL28.0 & FSA20-VEH18.0 *	6/10/20
Mandatory Pre-Bid Meeting for Contract FSA20-VEL28.0 *	7/8/20
Mandatory Pre-Bid Meeting for Contract FSA20-VEH18.0 *	7/9/20
Request for Clarifications Due	7/30/20
Mandatory Qualifying Documents Submission	8/3/20
FSA Response to Request for Clarifications	8/5/19
Cone of Silence	8/7/20 – 10/1/20
Bid System Open	8/7/20
Bid Submissions Due	8/31/20
Public Bid Opening	9/1/20
Fleet Advisory Committee Bid Review	9/1/20 – 9/4/20
Intent to Award Posted	9/9/20
Final Bid Award	10/1/20

* Details for the Workshop, Mandatory Pre-Bid Meeting, and Public Bid Openings will be posted on FSA's website, emailed to interested bidders, or can be found in Florida Administrative Registrar (as appropriate) for the dates published.

* FSA intends to do an in-person Mandatory Pre-Bid meeting. However, the FSA has plans to conduct the meeting via webinar if conditions do not permit or are not safe for an in-person meeting. If FSA can conduct the meeting in-person, it will be held at the Falkenburg Road Jail Assembly Room at the Hillsborough County Sheriff's Office.
For the most up to date information on these events, please refer to https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/bid-announcements.

Protecting, Leading & Uniting Since 1893
FLORIDA SHERIFFS ASSOCIATION
2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519, Tallahassee, Florida 32317-2519
ph: (850) 877-2165
fax: (850) 878-8665
www.flsheriffs.org

June 10, 2022

Contract Amendment to Heavy Equipment
FSA20-EQU18.0

The Terms and Conditions of this Contract allow for modification via addenda as provided for in Section 1.24. FSA is proposing the following modifications: remove Sections 3.04-3.06 and replace with new language.

Additionally, the FSA is adding language in Section 2.12 to confirm compliance with E-Verify requirements pursuant to Section 448.095, Florida Statutes. In addition to this contract language, FSA is requesting vendors to submit the attached digital affidavit acknowledging compliance with the Florida law.

FSA requests vendors submit the digitally signed contract amendment no later than Friday, June 17, at 5:00PM EST. The contract amendment will be effective immediately upon FSA's receipt of these documents.

To complete contract amendment requirements, click the "Sign the Contract Amendment" tab included in this email, which allows for electronic signature and attestation of compliance with Florida Statutes Section 448.095, E-Verify requirements.

Section 2.12 is amended to include the following language:

2.12 QUALIFICATION

Prospective bidders are required to complete the qualification forms by the date listed on the Bid Calendar. A bidder becomes a qualified bidder if they comply with this section and Section 2.10, Mandatory Pre-Bid Meeting.

Qualification forms include:

- Drug-Free Workplace Form,
- Insurance Checklist,
- Manufacturer Authorization Form for each manufacturer bid for Contract FSA20-VEH18.0 and FSA 20-EQU18.0; Manufacturer Authorization Forms are **not** required for Contract FSA20-VEL28.0;
- Emergency Vehicle Technician (EVT) Certification, if bidder is offering emergency lighting and sirens, and
- Qualified Bidder documentation as required in Section 2.01
- Completion of a digital affidavit confirming compliance with E-Verify requirements pursuant to Section 448.095, Florida Statutes.

Sections 3.04, Section 3.05 and Section 3.06 are deleted and replaced with the following new language:

3.04 ADDITIONS OR DELETIONS

The FSA reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and the participating purchasers.

FSA reserves the right to remove, discontinue or suspend the sale or offering of any product within the Invitation to Bid document or existing contract, at its discretion.

This decision to take action may be based upon and not limited to:

- Few or no sales;
- Product recalls and other safety issues;
- Vendor/Manufacturer performance; or
- Lack of relevance of products.

3.05 CONTRACT EXTENSION

Contract Extension

The contract may be extended by mutual agreement, initiated at the discretion of the FSA, for up to two (2) additional years, on a year-to-year basis.

The vendor may request price adjustments for contract extensions as provided for in the price adjustment section. If no request is received from the vendor, the FSA will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered unless otherwise provided for in this contract.

The FSA reserves the right to in its sole discretion, elect to implement an optional term or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of the FSA.

Month-to-Month Continuation

In the event that a new contract is not active at the time of this contract's expiration, this contract's terms and conditions shall extend on a month-to-month basis and shall not constitute an implied extension of the contract. Such a month-to-month continuation shall be upon the compensation and payment provided herein.

3.06 PRICE ADJUSTMENTS

This contract provides the following options for price adjustments:

- Annual Price Adjustments
- Changes to Production or Design
- Manufacturer Certified Adjustments
- Surcharges
- Equitable Adjustments

Price adjustment requests must clearly substantiate a need to increase or decrease the price and must be submitted as a percentage change. If a dollar amount is provided, FSA will calculate to the nearest percentage, which the vendor accepts is reasonable.

Annual Price Adjustment

The FSA may consider annual or quarterly price adjustments due to:

- Changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS); or
- As a result of any changes to national or state standards that require substantial price adjustments.

Changes resulting from PPI will be verified by the FSA, after the vendor requests a price adjustment under this provision and identifies the commodity code for each item as designated by the BLS.

In the event of changes to national or state standards, the vendor must present verifiable changes from the manufacturer in price to FSA. FSA may consider other documentation related to the change to national or state standards but is not obligated to grant price changes without literature from the manufacturer. The FSA will consider the request and will make a final determination on the change in price.

For any price adjustment to commence annually or on the first day of the contract extension, the vendor's request for price adjustment should be submitted 60 (sixty) days prior to the annual execution of the contract or to the expiration of the contract extension.

Changes to Production or Design

Significant changes by the manufacturer to the production and specification design may also initiate a price adjustment request. FSA will consider order dates, production cutoffs, conditions as provided for in Section 3.08, as well as replacement or complete redesign of items when considering significant changes to manufacturer production or design.

Manufacturer Certified Adjustments

Vendors must provide documentation from the manufacturer to FSA that shows a legitimate need for price adjustments.

Surcharges

Surcharges are increased costs that are imposed on awarded vendors for items sold on this contract. Surcharges can be related to the cost of raw materials, cost of transportation or shipping, or fees imposed by the governing entities. Since surcharges are imposed on awarded vendors, in order to request a price change, the vendor must document the origin of the surcharge.

The vendor must provide manufacturer or supplier certification documentation that identify the reason or cause for the surcharge to FSA in advance of imposing surcharges to a purchaser.

Surcharge After a Purchaser Order is Issued

When a purchase order has been issued, the vendor may present a surcharge with all required documentation to the purchaser for consideration. The purchaser may accept or negotiate a reduction in the surcharge or reject the surcharge at their discretion.

Equitable Adjustments

The FSA may make an equitable adjustment to the contract terms or pricing at its discretion.

THOMPSON PUMP
EXPERIENCE INNOVATION

Municipal Sales
4620 City Center Dr., Port Orange, FL, USA 32119
(800) 767-7310 • Fax: (386) 761-0362
blee@thompsonpump.com

May 11, 2023

Quote # FL-BL-23053A

City of Holly Hill
453 LPGA Blvd
Holly Hill, FL 32117

PH: (386) 248-9493
FAX: (386) 248-9499
E: akhoury@hollyhillfl.org

RE: FY 2021-2023 10" Skid Mounted, Compressor-Assisted Priming Pump

Mr. Antoine Khoury PE – City Engineer / Public Works Director,

Thank you for your interest in Thompson Pump & Manufacturing and the products and the services that we provide. We understand that this pump will be utilized by the City of Holly Hill as a permanently mounted emergency backup at lift station #4. Duty point: 1,900 GPM @ 40' TDH.

Per your request, we are providing 2020-2023 Florida Sheriffs Association Contract Package Item # 276 pricing for (1) Thompson Pump Model **10JSCG-DJDS-68H-DC**, a 10" skid mounted, sound attenuated, compressor-assisted priming pump with auto start/stop via floats and options. The net price is derived from our 2021 Florida Sheriffs Association Contract Bid Award #FSA20-EQU18.0-Heavy Equipment. This Florida based government contract enables the City of Holly Hill to avoid the hassle and expense of purchasing this pump through the public bid process. You can order this unit by simply putting our FSA bid award number on your purchase order. Our FSA contract number is: FSA20-EQU18.0, Item # 276.

Should you require further information or have any questions, please contact me at 386-212-6999 or blee@thompsonpump.com.

Sincerely,

Brian Lee | Thompson Pump & Manufacturing Co., Inc
Municipal Sales - Cell: (386) 212-6999
Email: blee@thompsonpump.com.

THOMPSON PUMP
EXPERIENCE INNOVATION

FLORIDA SHERIFFS ASSOCIATION COOPERATIVE PURCHASING PROGRAM

Municipal Sales
4620 City Center Dr., Port Orange, FL, USA 32119
(800) 767-7310 • Fax: (386) 761-0362
blee@thompsonpump.com

PRICE QUOTE / Bid Award FSA20-EQU18.0 / Item # 276

Description	Order Codes	Qty	FSA	Subtotal
6JSC	Vehicle			
Zone:	Central			
Base Price:		1	$ 41,269.00	$ 41,269.00
Base Model includes: TPM Panel- Basic (auto start/stop control panel with floats/ tachometer/hour meter/engine safety shut down)				
Add Options:				
<< ADD Option- Upgrade pump from 6JSC to 8JSC/10JSC/12JSC-LHP with Silent Knight enclosure	8/10/12- SK	1	$ 14,911.00	$ 14,911.00
<< ADD Option- Upgrade pump from 6JSC to 10JSC-STP	10JSC-STP	1	$ 35,671.00	$ 35,671.00
<< ADD Option- Upgrade pumping system with on-board SCADA interface with dry contact alarms	SCADA Interface	1	$ 2,218.00	$ 2,218.00
<< ADD Option- Upgrade pumping system with (2) 12VDC- LED inside work lights with toggle switch	Inside Work Lights	1	$ 510.00	$ 510.00
<< ADD Option- Upgrade pumping system with on-board 115VAC-powered battery charging system	120V Battery Charger	1	$ 471.00	$ 471.00
<< ADD Option- Upgrade pumping system with Non-UL double walled modular fuel tank- std dimensions	D Tank	1	$ 2,771.00	$ 2,771.00
<< ADD Option- Upgrade pumping system with corrosion resistant coating to SK enclosure	SK Protection	1	$ 921.00	$ 921.00
<< ADD Option- Upgrade pump with modular frame for SK- select models	MOD-F	1	$ 1,484.00	$ 1,484.00
Non-Scheduled Option:				
<< FY2023 Inflationary MSRP-LIST Price Increase with FSA standard discount applied – Effective February 1, 2023		1	$ 7,016.00	$ 7,016.00
Final Model: 10JSCG-DJDS-68H-DC				$ 107,242.00

* Terms & Conditions *
• DELIVERY FREIGHT: INCLUDED
• FOB: DESTINATION
• TERMS: NET 30-DAYS (WITH APPROVED CREDIT)
• DELIVERY: 46-48 WEEKS OR SOONER AFTER RECEIPT OF A HARD COPY PURCHASE ORDER
• PLEASE PROVIDE A TAX EXEMPTION CERTIFICATE AT TIME OF ORDER IF APPLICABLE
• NO PENALTIES OR LIQUIDATED DAMAGES ARE ACCEPTABLE
• 5- YEAR WARRANTY INCLUDED – WARRANTY TO START FROM DATE OF INSTALLATION & SUCCESSFUL STARTUP

THOMPSON PUMP
EXPERIENCE INNOVATION

Model: 10” Compressor-Assisted Solids Handling Pump

Name: 10JSCG

With its heavy-duty construction and fast priming capabilities, the Thompson 10JSCG solids handling end suction centrifugal pump leads the industry in construction, industrial and municipal applications. The Thompson 10JSCG is designed for moderate flows up to 4,140 gpm and heads up to 218 feet making it perfect for sewage bypass pumping or general construction dewatering.

Photo shown may not be exact model.

Consult factory for other options including but not limited to trailers and stainless steel impellers.

Pump End Materials	
Pump Casing	Heavy-duty 65-45-12 ductile-iron.
Impeller	Dynamically balanced, non-clogging, enclosed, 65-45-12 ductile iron with rear-equalizing vanes to reduce axial loading and prolong seal and bearing life; diameter 14”.
Mechanical Seal	Dry-running, grease or oil lubricated with tungsten carbide rotating and silicon carbide stationary seal faces. Single inside mounted, non-pusher type with self-adjusting elastomeric bellows. Other components are 304 stainless-steel and Viton.
Head	Rugged, back pull out design, heavy-duty class 30 cast-iron with tapered bore design.
Bearings	Heavy-duty grease lubricated to carry both axial and radial loads.
Bearing Frame	Heavy-duty class 30 cast-iron.
Shaft	SAE1144 fitted with a 416 stainless-steel shaft sleeve.

Technical Specifications			
Suction Size	10 in (25.4 cm)	Approximate Dry Weight	8,000 lbs (3,628 kg)
Discharge Size	10 in (25.4 cm)	Best Efficiency	78%
Maximum Solids Handling	3 in (7.62 cm)	Maximum Operating Speed	1,800 rpm
Maximum Operating Temperature	200° F (93.33° C)	Maximum Operating Pressure	94.37 psi (650.66 kPa)

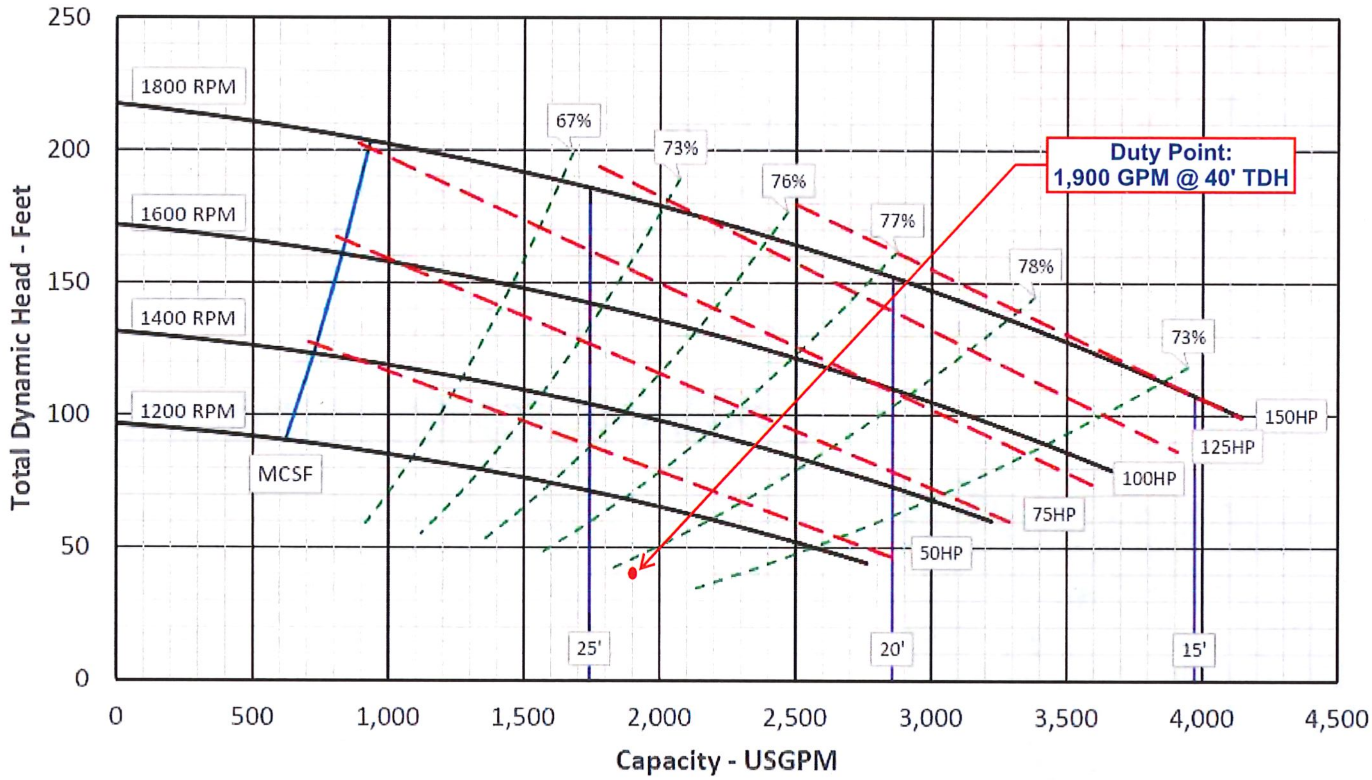
Fuel Tank Options*		John Deere
Modular (M)	127 Gal	32 Hours
Double-Wall (D)	94 Gal	24 Hours
Modular Large Capacity (X)	200 Gal	51 Hours
UL-142	150 Gal	38 Hours

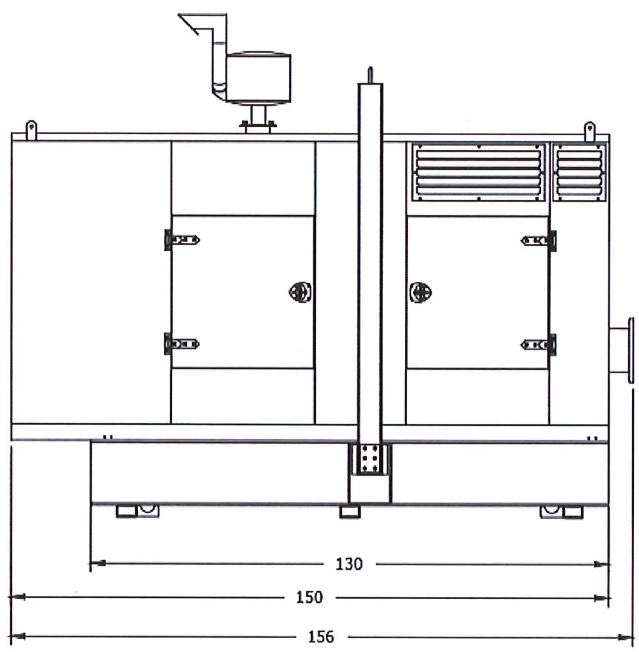
*Contact factory for fuel tank sizes not listed above.

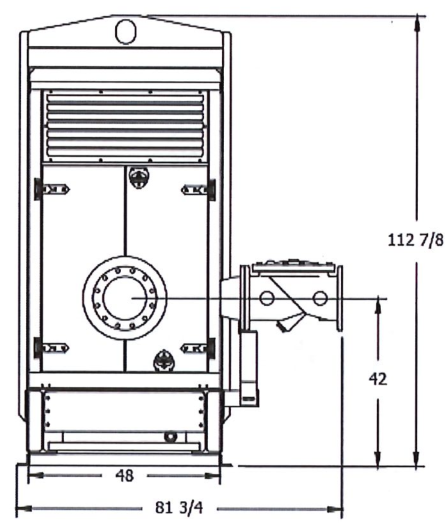
Thompson Pump and Manufacturing Co., Inc.
4620 City Center Drive, Port Orange, FL 32129 USA
www.thompsonpump.com

Nationwide 800-767-7310 • International +1-386-767-7310
sales@thompsonpump.com
Jan-23

City of Holly Hill - LS # 4







John Deere 6068HF285 — 156 hp @ 2,400 rpm				
Typical Operating Speed	1,800 rpm	Engine Speed	Fuel Economy	Run Time*
Maximum Head	218 ft (66.45 m)	1,800 rpm	0.375 lb/hp-hr	19 hrs
Maximum Flow Capacity	4,140 gpm (939.8 m^3/hr)	1,600 rpm	0.375 lb/hp-hr	23 hrs
Maximum Fuel Consumption	7.71 gph (29.19 L/hr)	1,400 rpm	0.362 lb-hp-hr	40 hrs

*Engine run times calculated based on a 150 gallon fuel tank.

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **May 23, 2023**
FROM: **Joseph Forte**
SUBJECT: **Alley Use Agreement Between the City of Holly Hill and the Owners of 726 / 730 Ridgewood Avenue**
NUMBER: **(ID # 4139)**
APPLICANT:
PLANNER:

DISCUSSION:

Bluewater Marine is located at the real property located at 726 Ridgewood Avenue (Property) is located within the City of Holly Hill, Florida. The address is more commonly known as 730 Ridgewood Avenue. The owner of the Property is Holly Hill Property Development, LLC.

The Owner is installing a fence around the perimeter of Property and it was discovered that there are publicly dedicated alleys along the Northeast section of the Property and through the Property. These alleys are reflected on the map attached as "Exhibit A".

The alleys do not serve a public purpose at this time and the owners will consider either vacating the alleys or re-plating the property to remove the alleys in the near future. However, in the interim the City is agreeable to allow the perimeter fence to be installed to enclose the alley on the Northeast section of the Property and to allow the alley located thru the Property to continue to be used for boat storage and other similar uses, subject to the terms of this Agreement.

If the alley were to remain outside the fence enclosure, it would become an area that would collect trash with little or no maintenance.

FISCAL ANALYSIS:

No cost is associated with this action at this time. There will be a cost associated when the property is re-platted. This will include application fees and advertising fee due by the property owner.

STAFF RECOMMENDATION:

To approve the Agreement and authorize the City Manager to execute the Agreement.

COMMISSION GOAL:

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

MOTION:

TO APPROVE THE AGREEMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.

- 726 Ridgewood Ave Exhibit A (PDF)
- Blue Water Marine Alley Use Agreement May 23, 2023 (PDF)

PAGE 1 OF 1

BOUNDARY SURVEY

LEGAL DESCRIPTION:

ALL OF GRANTOR'S RIGHT, TITLE AND INTEREST AS A SUBDIVISION LOT OWNER IN RIDGEWOOD CIRCLE SUBDIVISION IN AND TO THE TWENTY FOOT (20') BUILDING SET BACK LINE AS SHOWN ON LOTS 8, 9, 11, 12, 13, 14, 15, 16 AND THAT PORTION OF THE VACATED AND UNNAMED STREET LOCATED BETWEEN SAID WESTERLY LINES OF LOTS 8 AND 9 AND THE EASTERLY LINES OF LOTS 11, 14 AND 17 OF RIDGEWOOD CIRCLE SUBDIVISION AS RECORDED IN MAP BOOK 9, PAGE 42, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

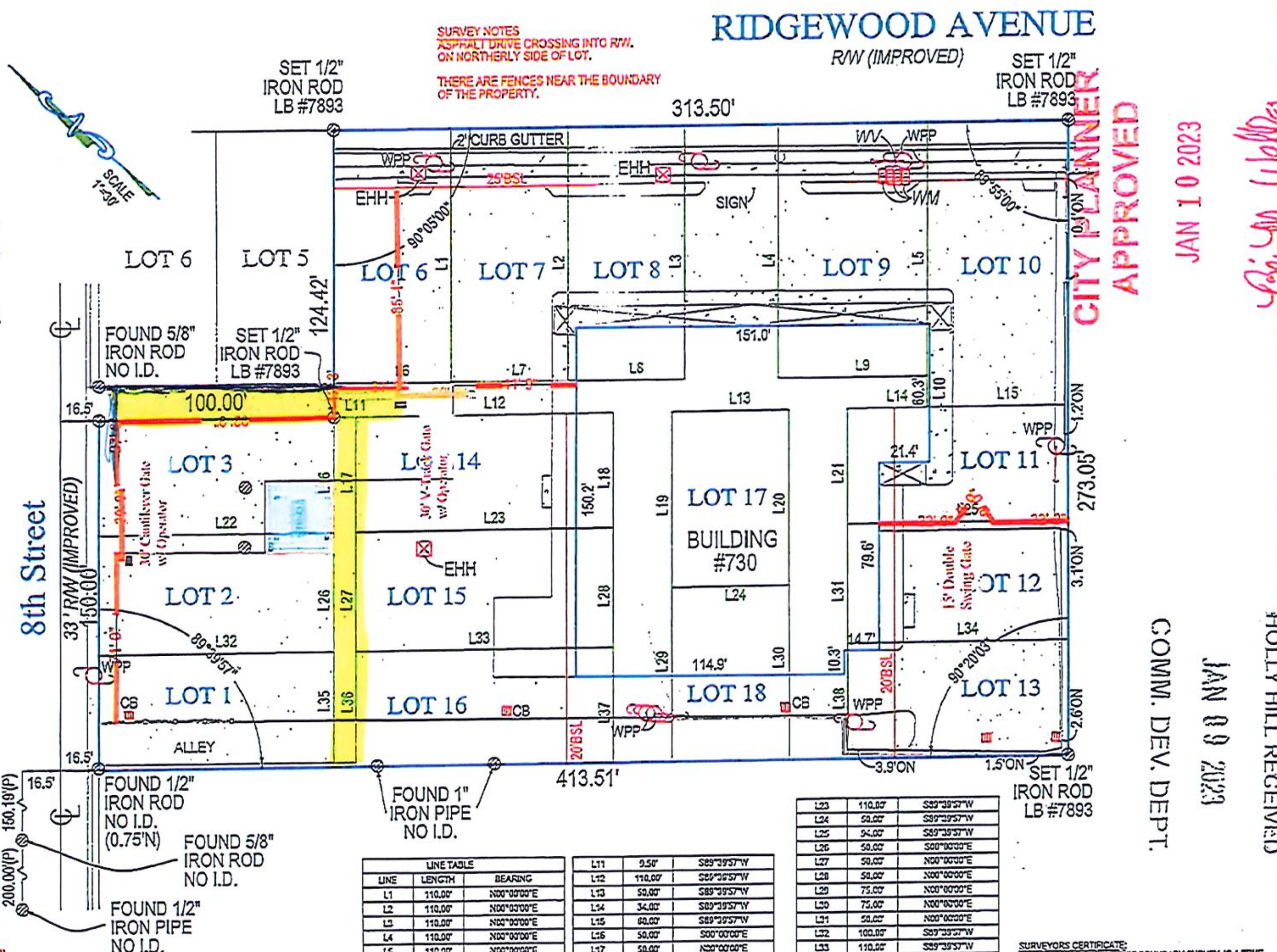
CERTIFIED TO: JACKSONVILLE MARINE, INC.; VAN ROOY LAW; FIDELITY NATIONAL TITLE INSURANCE COMPANY;

COMMUNITY NUMBER: 12511
PANEL: 0356
SUFFIX: J
FLOOD ZONE: X
FIELD WORK: 12/9/2019

PROPERTY ADDRESS:
730 RIDGEWOODAVENUE
HOLLY HILL, FL 32117

SURVEY NUMBER: 396333

SURVEY NOTES
ASPHALT DRIVE CROSSING INTO R/W. ON NORTHERLY SIDE OF LOT.
THERE ARE FENCES NEAR THE BOUNDARY OF THE PROPERTY.



LINE TABLE		
LINE	LENGTH	BEARING
L1	110.00'	N00°00'00"E
L2	110.00'	N00°00'00"E
L3	110.00'	N00°00'00"E
L4	110.00'	N00°00'00"E
L5	110.00'	N00°00'00"E
L6	50.00'	S89°55'00"W
L7	50.00'	S89°55'00"W
L8	50.00'	S89°55'00"W
L9	62.50'	S89°55'00"W
L10	13.31'	N00°00'00"E
L11	9.50'	S89°39'57"W
L12	110.00'	S89°39'57"W
L13	50.00'	S89°39'57"W
L14	34.00'	S89°39'57"W
L15	60.00'	S89°39'57"W
L16	50.00'	S00°00'00"E
L17	50.00'	N00°00'00"E
L18	50.00'	N00°00'00"E
L19	75.00'	N00°00'00"E
L20	75.00'	N00°00'00"E
L21	50.00'	N00°00'00"E
L22	100.00'	S89°39'57"W
L23	110.00'	S89°39'57"W
L24	50.00'	S89°39'57"W
L25	94.00'	S89°39'57"W
L26	50.00'	S00°00'00"E
L27	50.00'	N00°00'00"E
L28	50.00'	N00°00'00"E
L29	75.00'	N00°00'00"E
L30	75.00'	N00°00'00"E
L31	50.00'	N00°00'00"E
L32	100.00'	S89°39'57"W
L33	110.00'	S89°39'57"W
L34	94.00'	S89°39'57"W
L35	50.00'	S00°00'00"E
L36	50.00'	N00°00'00"E
L37	49.99'	N00°00'00"E
L38	50.00'	N00°00'00"E

SYMBOL DESCRIPTIONS:

ABBREVIATION DESCRIPTION:

REVISIONS:

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

Kenneth Osborne Digitally signed by Kenneth Osborne Date: 2019.12.11 17:20-05'00'
(SIGNED) KENNETH J OSBORNE
PROFESSIONAL SURVEYOR AND MAPPER #6415

TARGET SURVEYING, LLC

SERVING FLORIDA

Attachment: 726 Ridgewood Ave Exhibit A (4139 : Alley Use Agreement with 726 / 730 Ridgewood Avenue Agreement)

AGREEMENT

WHEREAS, the real property located at 726 Ridgewood Avenue (Property) is located within the City of Holly Hill, Florida.

WHEREAS, the owner of the Property is Holly Hill Property Development, LLC (Owner).

WHEREAS, the Owner is installing a fence around the perimeter of Property and it was discovered that there are publicly dedicated alleys along the Northeast section of the Property and through the Property. These alleys are reflected on the map attached as Exhibit A.

WHEREAS, the alleys do not serve a public purpose at this time and the parties will consider either vacating the alleys or replating the property to remove the alleys. However in the interim the City is agreeable to allow the fence to be installed to enclose the alley on the Northeast section of the Property and to allow the alley located thru the Property to continue to be used for boat storage and other similar uses, subject to the terms of this Agreement.

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

1) The City hereby consents to the Owner installing a fence along the eastern side of the alley located along Northeast corner of the Property. This fence will enclose the alley with the Property and the alley can be used for boat storage or similar uses. The City also consents to the alley that lies east and west thru the Property to continue to be used for boat storage and similar uses. The alleys are reflected on Exhibit A. All uses of the alleys shall be in compliance with all applicable regulations as if the Owner was the owner of the alleys. The alleys shall be properly maintained in a safe and clean condition.

2) Owner hereby acknowledges that these alleys are public property and that the City has the right to terminate this Agreement at any time, with or without cause. If this occurs the fence will be removed and all property of the Owner located on the alleys shall be removed. Owner shall have no claims for damages sustained to the property removed or the business operations due to the City exercising its rights as the owner and removing the fence and property of the Owner from the alleys nor for the impact to the Owner's business operations due to a public alley being located thru the Property.

3) Owner shall obtain general liability insurance with terms and policy limits acceptable to the City and naming the City as an additional named insured.

4) Venue for any litigation related or arising out of this Agreement shall be in State Court, Volusia County, Florida. The prevailing party in any litigation shall be reimbursed reasonable attorney fees and costs.

City of Holly Hill	Holly Hill Property Development, LLC
By_____________________	By:_____________________
Title:__________________	Title Owner
Date:__________________	Date: 5-16-2023

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE:	**May 23, 2023**
FROM:	**Joseph Forte**
SUBJECT:	**Request for Lien Reduction - 128 2Nd Street**
NUMBER:	**(ID # 4144)**
APPLICANT:	
PLANNER:	

DISCUSSION:

The City has received a request for a Reduction of Lien "code enforcement liens" that have been placed on the real property located at 128 2nd Street. The property is owned by Zeki and Verna Orhun as Tenancy in the Entirety.

The property is a rental property and was presented to the Special Master on March 7, 2023. Code violation consisted of Section 21-61(2) Accumulation of trash. Liter and debris. Section 62-27 Rental property without a BTR.

The property owner was informed by his property manager that the property was in compliance however, that was not the case until April of this year. Several certified letters were returned as unable to be delivered.

The City would have requested the following as compensation to release the lien.

FISCAL ANALYSIS:

Total lien	$9,100.00
Required Payment to Release lien	
Special Master fee for 1 meeting	$ 250.00
Recording/Release fee	$ 20.00
Certified letters	$ 16.00
Code enforcement staff time 4 hours at 20.48 + 35%	$ 110.59
Community Development Director 1 hour @ 52.48 + 35%	$ 70.84
Percentage of original lien @ 10%	$910.00
Total	**$1,377.43**

STAFF RECOMMENDATION:

Reduce the lien from $9,100.00 to the amount **$1,377.43**.

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 $9,100 TO $1,377.43. PAYMENT MUST BE RECEIVED NO LATER THAN JUNE 23, 2023. FAILURE TO PAY WILL RESULT IN THE LIEN NOT BE REDUCED OR RELEASE WITH NO OPTION FOR ANOTHER REQUEST AND THE CITY MAY FILE A FORECLOSURE ON THE PROPERTY.

- Lien reduction 128 2nd Street (PDF)

Lien Reduction Request Information Sheet

Property Address: 128 2nd Street Date Prepared: 5/11/2023

Owner of Property: Orhun, Zeka & Verna

Date of Notice of Violation: 2/18/2019

Violations:

1. 26-61 (2) Trash & Debris Date of Compliance 10-25-19 Exhibit A
2. ______ Date of Compliance ______ Exhibit ______
3. ______ Date of Compliance ______ Exhibit ______
4. ______ Date of Compliance ______ Exhibit ______
5. ______ Date of Compliance ______ Exhibit ______
6. ______ Date of Compliance ______ Exhibit ______

Date of Special Master Hearing: 3/19/2019 Daily Fines Start Date: 4/26/2019

Daily Fines of $ 50.00 for 182 days equals $ 9,100.00 Dollars

Daily Fines of $ ______ for ______ days equals ______ Dollars

Notes if Applicable:

______

______

Fiscal Analysis:

______ Grass Cutting

$250.00 Special Master Administrative Fine(s)

$9,100.00 Daily Accumulated Fines

10.00 Filing Fees for Liens

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

______ Code Enforcement Cost (Amount of Staff Hours: 4 +) 1 - Brian and 1 - Joe

10.00 Lien Release Fees

16.00 Other: Certified letters

______ Subtotal

______ Interest

______ TOTAL

Attachment: Lien reduction 128 2nd Street (4144 : Request for Lien Reduction - 128 2Nd Street)

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Prepared  5/11/23, 8:51:40                Case Master Inquiry - (CEN200I001)                                Page
Program HTDFTAL                           Screen detail for Program: CE CEN200I, Fees
User ID HLLHRSA                           Case 19-00000110
------------------------------------------------------------------------------------------------------------------------

Property Information
   Address:             128 2ND ST
                        HOLLY HILL, FL  321174906
   Location ID:              1882
   PARCEL NUMBER:       4 2 44 01 26 0100
   Short Parcel ID:
   Zoning:              R-2 R2 SFR - LOW-MED DENSITY
   Subdivision:
Property Address Map
   128 2ND ST HOLLY HILL,FL 321174906 .00 .00 X 424401260100 1882

Case General Information
   Case status:         CL  CLOSED
   Status date:         11/18/2019
   Case type:           RPM  RESIDENTIAL PROPERTY MAINT
   Reported date:        1/25/2019
   Origination:         AD  ADMINISTRATION COMPLAINT
   Default inspector:   RSA  RANDY AST
   Credit balance:             .00

Owner Information
   Owner name:          ORHUN, ZEKI A & VERNA J
   Address:             POST OFFICE BOX 1178
   City:                FLAGLER BEACH, FL  32136
   Phone:               0
   Notice:              Y
   Flip:                Y

Violations
                                                                          Date          Date
   Type                            Status  Location          Quantity   Established   Resolved
   ------------------------------  ------  ---------------   --------   -----------   -----------
   26-61 (1) SANITARY (GRASS)        LI                          1       2/18/2019    11/18/2019
   BUSINESS TAX RECEIPT              LI                          1       2/18/2019    11/18/2019
   26-61 (2) SANITARY (TRASH)        LI                          1       2/18/2019    11/18/2019
   PROTECTIVE TREATMENT              LI                          1       2/18/2019    11/18/2019
   EXTERIOR MAINTENANCE              LI                          1       2/18/2019    11/18/2019
   DOORS                             LI                          1       2/18/2019    11/18/2019

Case Data
   Description                Data
   ------------------------   -----------------------
   CN  CORRECTION DATE
   NOV POTENTIAL HEARING DA
   SPECIAL MASTER HEARING D  MARCH 19, 2019
   2ND MAILING ADDRESS
   FINE                       50.00

Active Inspections
                                   Insp      Schedule
   Type                            ID        Date
   ------------------------------  ------   ----------
   No scheduled inspections exist

Type Description                Transaction  Amount Due  Amount Billed  Starting date  Ending date  Daily fee   Lien amount
```

Prepared 5/11/23, 8:51:40
Program HTDFTAL
User ID HLLHRSA

Case Master Inquiry - (CEN200I001)
Screen detail for Program: CE CEN200I, Fees
Case 19-00000110

Page

(Continued)

Type	Description	Transaction	Amount Due	Amount Billed	Starting date	Ending date	Daily fee	Lien amount	Lien paid
40	SPEC MAG ADM FEE	250.00	250.00	.00	10/22/2019		.00	250.00	.00
50	SPEC MAG DAILY FINE	9100.00	9100.00	.00	4/26/2019	10/25/2019	50.00	.00	.00
		9350.00	9350.00	.00				250.00	.00

MEMORANDUM

DATE: May 11, 2023

TO: CITY MANAGER

THROUGH: CODE ENFORCEMENT

FROM: CODE ENFORCEMENT

RE: CASE # 19-110 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 **$9,350.00** 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

Staff Findings: The current owners, Pinnacle Bank, obtained the property through a Certificate of Title following a foreclosure; therefore, the request does not fail the established guideline.

(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

CITY OF HOLLY HILL

CASE # 19-110

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: ZEKI A ORHUN

Property Address: 128 2ND ST HOLLY HILL, FL 32117

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

336-337-9997 cell 336 937 2415

Is the property now in compliance? ✓ YES ___NO

(If No, explain in detail)___

Are you claiming financial hardship? ✓ YES ___NO

Are you claiming medical hardship? ___YES ✓ NO

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, ZEKI A ORHUN, 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:

WHEN I WAS INFORMED OF SAID VIOLATION, I IMMEDIATELY GOT IN TOUCH WITH MY PROPERTY MANAGER WHO SAID HE WOULD TAKE CARE OF THE MATTER, I TOLD HIM HE HAD THREE DAYS TO RECTIFY THE SITUATION OR HE WOULD HAVE TO VACATE THE PREMISES. RANDY NOTIFIED US THAT HE TOOK CARE OF THE SITUATION AND HE ALSO STATED HE WENT TO CODE ENFORCEMENT WITHIN A REASONABLE AMOUNT OF TIME TO LET THEM KNOW. I WAS UNAWARE THAT THIS WAS STILL ONGOING AND INCURED DAILY FEES.

Date: 5/10/23

Signed: Zeki A. Orhun

Print Name: ZEKI A. ORHUN

STATE OF Florida

COUNTY OF: Volusia

PERSONALLY appeared before me, the undersigned authority duly authorized to administer oaths and take acknowledgements, Zeki Orhan, 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 NC DL as identification and did take an oath.

Date: 5/10/2023

SARAH L. HILL
Notary Public, State of Florida
Commission# HH 100530
My comm. expires March 4, 2025

Notary Public

My Commission Expires 3.4.25

RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO

CODE ENFORCEMENT DEPARTMENT

1065 RIDGEWOOD AVENUE

HOLLY HILL, FL 32117

11/12/2019 9:16:14 AM
Instrument# 2019221479 1 page
Book: 7772 Page: 536
Electronically Recorded By
Volusia County Clerk of the Court

Return To:	
Name:	Stella L. Gurnee, Director of Finance
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117
This instrument Prepared by:	
Name:	Darryl Pierce
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117
Property Appraisers Parcel ID Number(s): 4244-01-26-0100	

Claim of Lien

State of Florida, County of Volusia

Before me, the undersigned Notary Public, personally appeared Stella L. Gurnee, Director of Finance
Who was duly sworn and says he/she is(the lienor herein) (the agent herein)

City of Holly Hill
(Lienor's Name)

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

and in accordance with a service with Zeki Orhun & Verna Orhun
Lienor furnished labor, services or materials consisting of: (Describe specially fabricated materials separately)

Special Magistrate Administrative Hearing Fine of $250.00, ordered on March 26, 2019.

On the following described real property in Volusia County, Florida:
(Describe real property sufficiently for identification, including street and number, if known)

W 100 FT OF LOT 10 & W 100 FT OF S 31 FT OF LOT 11 BLK 26 M & C HOLLY HILL & N 15 FT OF 2ND ST AS NOW VACATED LYING S OF ABOVE DESC PROPERTY PER OR 3639 PG 0896

128 2nd Street, Holly Hill FL 32117

Owned by or with Zeki Orhun & Verna Orhun of a total value of Two Hundred Fifty Dollars ($250.00), which remains unpaid as of November 5, 2019.

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.

DARRYL T. PIERCE
Notary Public - State of Florida
Commission # GG 281034
My Comm. Expires Dec 2, 2022
Bonded through National Notary Assn.

Lienor: City of Holly Hill

By [signature] (Agent)

Print Name: Stella L. Gurnee, Director of Finance

Sworn to and subscribed before me this 5th day of November, 2019.

[signature]
Notary Publi

Attachment: Lien reduction 128 2nd Street (4144 : Request for Lien Reduction - 128 2Nd Street)

11/12/2019 9:16:14 AM
Instrument# 2019221478 4 pag
Book: 7772 Page: 532
Electronically Recorded By
Volusia County Clerk of the Court

Return To:	
Name:	Stella L. Gurnee, Director of Financ
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117
This instrument Prepared by:	
Name:	Darryl Pierce
Address:	1065 Ridgewood Ave
	Holly Hill, FL 32117
Property Appraisers Parcel ID Number(s): 4244-01-26-0100	

Claim of Lien

State of Florida, County of Volusia

Before me, the undersigned Notary Public, personally appeared Stella L. Gurnee, Director of Finance
Who was duly sworn and says he/she is(the lienor herein) (the agent herein)

City of Holly Hill
(Lienor's Name)

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

and in accordance with a service with Zeki Orhun & Verna Orhun

Lienor furnished labor, services or materials consisting of: (Describe specially fabricated materials separately)
Special Master Administration Fine: $50.00 per day, per violation against this property. One cited violation of Section 26-61(2) has not been corrected; the property has not come into compliance. A $50.00 per day fine, commencing on April 26, 2019.

on the following described real property in Volusia County, Florida:
(Describe real property sufficiently for identification, including street and number, if known)
W 100 FT OF LOT 10 & W 100 FT OF S 31 FT OF LOT 11 BLK 26 M & C HOLLY HILL & N 15 FT OF 2ND ST AS NOW VACATED LYING S OF ABOVE DESC PROPERTY PER OR 3639 PG 0896

128 2nd Street, Holly Hill, FL 32117

owned by with Zeki Orhun & Verna Orhun of a total value of Fifty Dollars ($50.00) per day; commencing on April 26, 2019 until property comes into compliance, which remains unpaid as of November 5, 2019.

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

Lienor: City of Holly Hill

By Stella L. Gurnee (Agent)

Print Name: Stella L. Gurnee, Director of Finance

Sworn to and subscribed before me this 5th day of November, 2019.

NOTARY PUBLIC STATE OF FLORIDA
DARRYL T. PIERCE
Notary Public - State of Florida
Commission # GG 281034
My Comm. Expires Dec 2, 2022
Bonded through National Notary Assn.

Notary Public

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. 4244-0126-0100
Case No. 19-110

Petitioner,

-vs-

Zeki Orhun, Owner(s)
Verna Orhun, 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 19th of March, 2019, and based on the evidence received, the Special Magistrate, thereupon issues its FINDING OF FACT, CONCLUSIONS OF LAW, AND ORDER as follows:

FINDINGS OF FACT

That Zeki Orhun and Verna Orhun, Owner(s) and Respondent(s) of the property located at 128 2nd Street, Holly Hill, Florida 32117 were given a Notice of Violation on the 18th of February, 2019 for the violation of International Property Maintenance Code (hereinafter referred to as IPMC) 304.1 – The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare; IPMC 304.2 – Protective Treatment. Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted; IPMC 304.15 – Exterior doors, door assemblies, operator systems if provided, and hardware shall be maintained in good condition; Section 26-61(1) - Any weeds such as broom grass, jimson, burdock, ragweed, sandspur or other similar weeds; or any other vegetation, other than trees, ornamental bushes, flowers or other ornamental plants with a height exceeding 12 inches; Section 26-61(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; and Section 62-27 - No person shall engage in or manage any business, profession or occupation in the city, unless and until a receipt shall have been procured from the city manager and the payment of the amount of license tax required therefor and as provided in this article.

At the hearing held on the 19th of March 2019, the Code Enforcement Officer testified that most of the violations have been corrected. The Code Enforcement Officer stated that the remaining violations are for Section 26-61(2) and Section 62-27.

CONCLUSIONS OF LAW

That Respondent(s) and Owner(s) of the property located at 128 2nd Street, Holly Hill, FL 32117 is in violation of Holly Hill Zoning and Ordinances: Section 26-61(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; and Section 62-27 - No person shall engage in or manage any business, profession or occupation in the city, unless and until a receipt shall have been procured from the city manager and the payment of the amount of license tax required therefor and as provided in this article.

ORDER

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

If the violation of Section 26-61(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, is not brought into compliance within thirty (30) days from the date of this order a fine of fifty dollars ($50.00) a day for each and every day the violation continues to exist.

If the violation of Section 62-27 - No person shall engage in or manage any business, profession or occupation in the city, unless and until a receipt shall have been procured from the city manager and the payment of the amount of license tax required therefor and as provided in this article, is not brought into compliance within thirty (30) days from the date of this order a fine of fifty dollars ($50.00) a day for each and every day the violation continues to exist.

In Com

DONE AND ORDERED this 26th day of March 2019, in Holly Hill, County of Volusia, Florida.

CITY OF HOLLY HILL
CODE ENFORCEMENT

By, ______________________
Melody Pullen, Special Magistrate

Attest:______________________
Code Enforcement Official

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on 4 day of April, 2019 a true and accurate copy of the foregoing has been furnished by U.S. Mail to:

Zeki & Verna Orhun
128 2nd Street
Holly Hill, FL 32117

Zeki & Verna Orhun
606 Burke Trail
Thomasville, NC 27360

____
Code Enforcement Official

LARRY BARTLETT, JD, CFA
Volusia County Property Appraiser
We Value Volusia

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

Property Summary

Alternate Key:	3223853
Parcel ID:	424401260100
Township-Range-Section:	14 - 32 - 44
Subdivision-Block-Lot:	01 - 26 - 0100
Business Name:	
Owner(s):	ORHUN ZEKI A - TE - Tenancy in the Entirety - 100% ORHUN VERNA J - TE - Tenancy in the Entirety - 100%
Mailing Address On File:	606 BURKE TRL THOMASVILLE NC 27360
Physical Address:	128 2ND ST, HOLLY HILL 32117
Building Count:	1
Living Units:	0
Neighborhood:	2210 - SHORE ACRES WESTWARD, H.H.
Subdivision Name:	
Property Use:	0800 - MFR <10 UNITS
Tax District:	203-HOLLY HILL
2022 Final Millage Rate:	18.7895
Homestead Property:	No
Agriculture Classification:	No
Short Description:	W 100 FT OF LOT 10 & W 100 FT OF S 31 FT OF LOT 11 BLK 26 M & C HOLLY HILL & N 15 FT OF 2ND ST AS NOW VACATED LYING S OF ABOVE DESC PROPERTY PER OR 3639 PG 0896

Property Values

Tax Year:	2023 Working	2022 Final	2021 Final
Valuation Method:	1-Market Oriented Cost	1-Market Oriented Cost	1-Market Oriented Cost
Improvement Value:	$192,810	$163,666	$137,547
Land Value:	$25,448	$25,448	$18,401
Just/Market Value:	$218,258	$189,114	$155,948

Working Tax Roll Values by Taxing Authority

Values shown below are the 2023 WORKING TAX ROLL VALUES that are subject to change until certified. Millage Rates below that are used in the calculation of the Estimated Taxes are the 2022 FINAL MILLAGE RATES. The Just/Market listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority		Just/Market Value	Assessed Value	Ex/10CAP	Taxable Value	Millage Rate	Estimated Taxes
0017	CAPITAL IMPROVEMENT	$218,258	$218,258	$0	$218,258	1.5000	$327.39
0012	DISCRETIONARY	$218,258	$218,258	$0	$218,258	0.7480	$163.26
0011	REQ LOCAL EFFORT	$218,258	$218,258	$0	$218,258	3.2340	$705.85
0050	GENERAL FUND	$218,258	$177,772	$40,486	$177,772	4.8499	$862.18
0055	LIBRARY	$218,258	$177,772	$40,486	$177,772	0.4635	$82.40
0520	MOSQUITO CONTROL	$218,258	$177,772	$40,486	$177,772	0.1781	$31.66
0530	PONCE INLET PORT AUTHORITY	$218,258	$177,772	$40,486	$177,772	0.0760	$13.51
0053	PUBLIC SAFETY FUND	$218,258	$177,772	$40,486	$177,772	0.0000	$0.00
0058	VOLUSIA ECHO	$218,258	$177,772	$40,486	$177,772	0.2000	$35.55
0057	VOLUSIA FOREVER	$218,258	$177,772	$40,486	$177,772	0.2000	$35.55
0065	FLORIDA INLAND NAVIGATION DISTRICT	$218,258	$177,772	$40,486	$177,772	0.0320	$5.69
0100	HALIFAX HOSPITAL AUTHORITY	$218,258	$177,772	$40,486	$177,772	0.8606	$152.99
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	$218,258	$177,772	$40,486	$177,772	0.1974	$35.09
0200	HOLLY HILL	$218,258	$177,772	$40,486	$177,772	6.2500	$1,111.08
						18.7895	$3,562.19

Non-Ad Valorem Assessments

Project	#Units	Rate	Amount
0203-HOLLY HILL STORMWATER	2.00	$96.00	$192.00

Estimated Ad Valorem Tax:	$3,562.19
Estimated Non-Ad Valorem Tax:	$192.00
Estimated Taxes:	**$3,754.19**
Estimated Tax Amount without SOH/10CAP	$4,292.96

Attachment: Lien reduction 128 2nd Street (4144 : Request for Lien Reduction - 128 2Nd Street)