

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • JULY 14, 2020

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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



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

CITY COMMISSION MEMBERS

Mayor
Chris Via

District 1 - Commissioner
John Penny

District 3 - Commissioner
John C. Danio

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Roy Johnson

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

- a. Roll Call
- b. Invocation by City Commissioner Roy Johnson
- c. Pledge of Allegiance

2. POSITIVITY AWARD - JULIE & RAINER MARTENS - PICTONA AT HOLLY HILL

1. Julie and Rainer Martens - Pictona at Holly Hill
(Requested by Valerie Manning, City Clerk)

3. PRESENTATION

1. Purple Heart City Proclamation
(Requested by Valerie Manning, City Clerk)

4. PUBLIC COMMENTS**5. APPROVAL OF MINUTES**

1. Minutes - June 23, 2020, Workshop with Fountainhead; and June 23, 2020 Regular City Commission and CRA Meeting
(Requested by Valerie Manning, City Clerk)

6. CONSENT AGENDA - ITEMS (1 - 6)

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 -2020-R-31 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the Mayor and the City Manager to Execute an Interlocal Agreement for the Transfer and Provision of Reclaimed Water by and Between the City of Holly Hill and the City of Ormond Beach; Providing Conditions for the Transfer and Reclaimed Water; Providing for Severability; and Providing for an Effective Date.
(Requested by Antoine Khoury, Public Works)
2. Resolution -2020-R-32 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Piggy-Backing of Seminole County Contract IFB-603606-19/BJC and Authorizing the City Manager to Award the "Roadway Resurfacing Project FY2020" to Halifax Paving, Inc.; Providing for Severability; and Providing for an Effective Date.
(Requested by Antoine Khoury, Public Works)

3. Resolution –2020-R-33 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Sign a One Year Lease Agreement Extension Between the City of Holly Hill and the Volusia/Flagler YMCA, Establishing the Terms of This Agreement; Providing for Severability; and Providing an Effective Date.

(Requested by Valerie Manning, City Clerk)

4. TPO Funding Agreement for FY2020-2021 with City Holly Hill

(Requested by Valerie Manning, City Clerk)

5. Purchase Orders with Hydra Service, Inc. - for the Purchase of Spare Pumps and Spare Parts for All Internal and External Lift Station Pumps

(Requested by Antoine Khoury, Public Works)

6. Authorize Utility Billing Automated Notification Services Agreement

(Requested by Stella Gurnee, Finance)

7. REGULAR AGENDA

1. Request for Lien Reduction - 1202 Ridgewood Avenue - Maple Leaf Gardens Association

(Requested by Joseph Forte, City Manager)

8. PUBLIC HEARING

1. Ordinance –2020-O-3028 SECOND READING - an Ordinance of the City of Holly Hill, Florida, Approving the Seventh Amendment to Marina Grande Residential Based Mixed Use Planned Unit Development (Mpud) Development Agreement; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.

(Requested by Brian Walker, City Planner)

9. COMMUNICATIONS

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

10. 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.



City Commission

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

POSITIVITY AWARD (ID # 2959)

2.1

Meeting: 07/14/20 07:00 PM
Department: City Clerk
Category: Presentation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:
DOC ID: 2959

Julie and Rainer Martens - Pictona at Holly Hill

HOLLY HILL
F L O R I D A
**POSITIVITY
AWARD**

**Thank You for Making Our Community
Positively Awesome!**

JULIE AND RAINER MARTENS

July 14, 2020

Chris Via, Mayor



City Commission

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

PRESENTATION (ID # 2937)

3.1

Meeting: 07/14/20 07:00 PM
Department: City Clerk
Category: Proclamation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:
DOC ID: 2937

Purple Heart City Proclamation

The Purple Heart is awarded to members of the United States Armed Forces that have been wounded or killed in combat with a declared enemy of the United States of America.



PROCLAMATION

BY THE MAYOR OF THE CITY OF HOLLY HILL, FLORIDA

WHEREAS, the City of Holly Hill proudly supports its Military Veteran population; and

WHEREAS, the Purple Heart is the oldest military decoration in use today which evolved from the Badge of Military Merit, created by General George Washington for the common soldier in 1782; and

WHEREAS, the Purple Heart is awarded to members of the United States Armed Forces that have been wounded or killed in combat with a declared enemy of the United States of America; and

WHEREAS, Holly Hill has a large and highly decorated Veteran population including Purple Heart Recipients; and

WHEREAS, the Mission of the Military Order of the Purple Heart is to foster an environment of goodwill among the combat wounded Veterans and their families, promote patriotism, support legislative initiatives and most importantly, make sure we never forget; and

WHEREAS, Holly Hill appreciates the sacrifices our Purple Heart recipients have made in defending our freedoms and believe it is important that we acknowledge them for their courage and show them the support they have earned; and

WHEREAS, the State of Florida has been designated by the Florida State Legislature, a Purple Heart State, honoring the service and sacrifices of our nation's men and women in uniform who were wounded or killed by the enemy while serving to protect the freedom enjoyed by all Americans; and

WHEREAS, Governor Rick Scott signed into law a Bill, which was unanimously passed by the Florida Senate and House of Representatives, which officially designates August 7th as "Purple Heart Day" in the State of Florida.

NOW, THEREFORE, I, Chris Via, Mayor of the City of Holly Hill, Florida and on behalf of the City Commission, do hereby proclaim the City of Holly Hill a

PURPLE HEART CITY

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this 14th day of July, 2020.

City of Holly Hill, Florida



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

**City Commission
Agenda Item**

5.1

MEETING DATE: July 14, 2020
FROM: Valerie Manning
SUBJECT: Minutes - June 23, 2020, Workshop with Fountainhead; and June
23, 2020 Regular City Commission and CRA Meeting
NUMBER: (ID # 2951)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the June 23, 2020 workshop on the Fountainhead project and the June 23, 2020 regular City Commission and CRA meeting.

MOTION:

Approve both sets of minutes from June 23, 2020 as submitted by staff.

- Minutes - June 23, 2020 - Workshop with Fountainhead (PDF)
- Minutes - June 23, 2020 - Regular City Commission and CRA meeting (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • JUNE 23, 2020

City Commission Chamber

Work Session

6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

a. Roll Call

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

2. PLEDGE OF ALLEGIANCE

Mayor Via led the Pledge of Allegiance to the flag.

3. FOUNTAINHEAD PROJECT UPDATE

1.

Fountainhead Project Update

(Requested by Valerie Manning, City Clerk)

Mr. Forte stated a couple of months ago Mr. Meyer talked to staff about doing an update presentation to the Mayor and City Commission and about a month ago the Commission had mentioned about getting an update about the project so it's perfect timing. This is an opportunity to hear where they are at with the project and see what the progress is and an opportunity to shine on what's happening. Mr. Meyer has a PowerPoint presentation for the Commission and if they have any questions, he's sure he can answer them.

Attorney/Engineer and Developer Michael Chiumento from Chiumento and Associates, PA is the attorney for Fountainhead/Synergy and is working with them on the project. Attorney Chiumento went over the PowerPoint presentation and answered any questions that the Commission had. Mr. Meyer spoke on the presentation and was available for further information on the project and the current status. *(A copy of this workshop discussion and the PowerPoint that was shown is available on CD upon request in the City Clerk's Office)*



4. ADJOURNMENT

The workshop adjourned at approximately 6:50 PM.



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • JUNE 23, 2020

City Commission Chamber

Regular City Commission Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

a. Roll Call

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

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

c. Pledge of Allegiance Mayor Via led the pledge of the allegiance to the flag.

2. RECESS THE CC MTG & CONVENE AS THE CRA

3. CRA AGENDA - ITEMS (1 - 2)

1. -2020-R-26

CRA AGENDA - a Resolution of the City of Holly Hill, Florida, Authorizing Change Order #5 to the Us1 Utility Underground Project to Carter Electric and Authorize the City Manager to Execute the Change Order for 385 Additional Days; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

Mayor Via opened public participation. No one spoke.

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

Enacted and approved this 23rd day of June, 2020, in Holly Hill



2. -2020-R-27

CRA AGENDA - a Resolution of the City of Holly Hill Community Redevelopment Agency of the City of Holly Hill, Florida, Authorizing the City Manager to Execute an Amendment to the Management Agreement with Pictona at Holly Hill; and Providing for Severability; and Providing for an Effective Date.

(Requested by Joseph Forte, City Manager)

Mayor Via opened public participation. No one spoke.

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

Enacted and approved this 23rd day of June, 2020, in Holly Hill

4. **ADJOURN AS THE CRA & RECONVENE THE CC MTG**5. **PUBLIC COMMENTS**

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

6. **APPROVAL OF MINUTES**

1.

Minutes - June 9, 2020, Workshop with Mead & Hunt, Inc., Update on US1 Overhead to Underground Project and June 9, 2020 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:	Roy Johnson, District 4 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

Enacted and approved this 23rd day of June, 2020, in Holly Hill

7. **CONSENT AGENDA - ITEMS (1 - 2)**

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

1. -2020-R-28 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Hereby Creating an Audit Committee Pursuant to Florida Statute Section 218.391; Appointing Members to the Audit Committee; Providing for Purpose, Duration, and Terms and Conditions of Appointment; Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.

(Requested by Stella Gurnee, Finance)

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

RESOLUTION

2020-R-28

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, HEREBY CREATING AN AUDIT COMMITTEE PURSUANT TO FLORIDA STATUTE SECTION 218.391; APPOINTING MEMBERS TO THE AUDIT COMMITTEE; PROVIDING FOR PURPOSE, DURATION, AND TERMS AND CONDITIONS OF APPOINTMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, HEREBY CREATING AN AUDIT COMMITTEE PURSUANT TO FLORIDA STATUTE SECTION 218.391; APPOINTING MEMBERS TO THE AUDIT COMMITTEE; PROVIDING FOR PURPOSE, DURATION, AND TERMS AND CONDITIONS OF APPOINTMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill needs to select an audit firm to provide the annual financial audit as required pursuant to Florida Statute Section 218.39.

WHEREAS, pursuant to Florida Statute Section 218.391, the City must establish an audit committee to assist the City Commission with the selection of an auditor.

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

SECTION 1. Pursuant to Florida Statute Section 218.391 the City Commission of the City of Holly Hill hereby creates an audit committee. The audit committee shall consist of the Vice Mayor and at least three (3) additional members who shall be:

Bridgette King Vaissiere, Finance Director City of Edgewater

Laurie L. Taylor, CDFA™, Anchor Certified Planners Group

Troy Thomas, Holly Hill Liberty Tax

SECTION 2. The audit committee shall remain in existence until the City Commission selects an auditor, at which time the audit committee shall automatically dissolve. The audit committee shall appoint a chairman and vice-chairman at the first meeting. Members of the audit committee shall serve without compensation and may be removed by the City Commission at any time, with or without cause and without notice to said member. The purpose and intent of the audit committee is to be an advisory commit to assist the City Commission in the selection of an auditor to perform the annual financial audit required by Florida Statute Section 218.39. The audit committee shall:

- (a) Establish factors to use for the evaluation of audit services to be provided by a certified public accounting firm duly licensed under chapter 473 and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. Such factors shall include, but are not limited to, ability of personnel, experience, ability to furnish the required services, and such other factors as may be determined by the committee to be applicable to its particular requirements.
- (b) Publicly announce requests for proposals. Public announcements must include, at a minimum, a brief description of the audit and indicate how interested firms can apply for consideration.
- (c) Provide interested firms with a request for proposal. The request for proposal shall include information on how proposals are to be evaluated and such other information the committee determines is necessary for the firm to prepare a proposal.
- (d) Evaluate proposals provided by qualified firms. If compensation is one of the factors established pursuant to paragraph (a), it shall not be the sole or predominant factor used to evaluate proposals.
- (e) Rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to paragraph (a). If fewer than three firms respond to the request for proposal, the committee shall recommend such firms as it deems to be the most highly qualified.

SECTION 3. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

SECTION 4. That all resolutions made in conflict with this Resolution are hereby repealed.

SECTION 5. That this Resolution shall become effective immediately upon its

adoption.

APPROVED AND AUTHENTICATED upon first and final reading at a regular meeting of the City Commission of the City of Holly Hill held in the City of Holly Hill, Florida, on the 23rd day of JUNE, 2020.

Enacted and approved this 23rd day of June, 2020, in Holly Hill



2.

FDLE Coronavirus Emergency Supplemental Funding Grant Project Title: 2020 CESF PROGRAM Subgrant Number: 2020-CESF-VOLU-1-C9-006

(Requested by Steve Aldrich, Police)

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



8. REGULAR AGENDA

1. -2020-R-29 Resolution

REGULAR AGENDA - a Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing Change Order #5 to the US1 Utility Underground Project to Carter Electric and Authorize the City Manager to Execute the Change Order for 385 Additional Days; Providing for Severability; and Providing for an Effective Date.

(Requested by Antoine Khoury, Public Works)

Mayor Via opened public participation. No one spoke.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Penny, District 1 - Commissioner
SECONDER:	Roy Johnson, District 4 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson

RESOLUTION

2020-R-29

REGULAR AGENDA - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING CHANGE ORDER #5 TO THE US1 UTILITY UNDERGROUND PROJECT TO CARTER ELECTRIC AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE CHANGE ORDER FOR 385 ADDITIONAL DAYS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING CHANGE ORDER #5 TO THE US1 UTILITY UNDERGROUND PROJECT TO CARTER ELECTRIC AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE CHANGE ORDER FOR 385 ADDITIONAL DAYS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill has taken steps to move forward the burying of overhead utilities underground having completed the Secondary Phase of the work; and

WHEREAS, on March 17, 2017, the City has awarded the contract to perform the burying of overhead utilities underground in accordance with Bid #13 ST 03 Phase III to Carter Electric; and

WHEREAS, additional work is required to complete the under grounding project; and

WHEREAS, additional time has also been requested by contractor for the additional work described above and other issues that have occurred during construction.

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

SECTION 1. The City of Holly Hill does hereby authorize the City Manager to execute a change order with Carter Electric for 385 additional days.

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 JUNE, 2020.

Enacted and approved this 23rd day of June, 2020, in Holly Hill



2. -2020-R-30 Resolution

REGULAR AGENDA - a Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Execute an Amendment to the Management Agreement with Pictona at Holly Hill; and Providing for Severability; and Providing for an Effective Date.

(Requested by Joseph Forte, City Manager)

Mayor Via opened public participation. No one spoke.

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

RESOLUTION**2020-R-30**

REGULAR AGENDA - A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE MANAGEMENT AGREEMENT WITH PICTONA AT HOLLY HILL; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE MANAGEMENT AGREEMENT WITH PICTONA AT HOLLY HILL; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 14, 2020, the City of Holly Hill (City) entered into a Management Agreement with Pictona at Holly Hill, Inc., to manage and operate the Pickleball Recreation Facility and other improvements; and

WHEREAS, Pictona at Holly Hill and the City would like to extend the management agreement to include the Florida health care Plans, Senior Activity Center (SAC).

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

SECTION 1. That the City Commission of the City of Holly Hill approves the amendment to the Management Agreement and the City Manager of the City of Holly Hill is authorized to execute the Management Agreement.

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 JUNE, 2020.

Enacted and approved this 23rd day of June, 2020, in Holly Hill



Request for a Code Enforcement Lien Reduction - 1233 Bender Avenue

(Requested by Joseph Forte, City Manager)

Jessica ? from Cobb Cole was present for the applicant in case there were any questions. She thanked staff for helping her client.

Mayor Via opened public participation. No one spoke.

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

Enacted and approved this 23rd day of June, 2020, in Holly Hill



9. PUBLIC HEARINGS

1. -2020-O-3027 Ordinance

SECOND READING - an Ordinance of the City of Holly Hill, Florida, Amending Chapter 42 (Pensions and Retirement) Article II - Police Officers, of the Code of Ordinances of the City of Holly Hill, Florida, Providing for a Definition of the Terms "Average Final Compensation" and "Salary"; Providing for a Repealer; Providing for a Savings Clause; Providing for Codification; Providing for Severability; and Providing for an Effective Date.

(Requested by Steve Aldrich, Police)

Mayor Via opened public participation. No one spoke.

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

ORDINANCE 2020-O-3027

SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 42 (PENSIONS AND RETIREMENT) ARTICLE II - POLICE OFFICERS, OF THE CODE OF ORDINANCES OF THE CITY OF HOLLY HILL, FLORIDA, PROVIDING FOR A DEFINITION OF THE TERMS "AVERAGE FINAL COMPENSATION" AND "SALARY"; PROVIDING FOR A REPEALER; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING CHAPTER 42 (PENSIONS AND RETIREMENT) ARTICLE II - POLICE OFFICERS, OF

THE CODE OF ORDINANCES OF THE CITY OF HOLLY HILL, FLORIDA, PROVIDING FOR A DEFINITION OF THE TERMS “AVERAGE FINAL COMPENSATION” AND “SALARY”; PROVIDING FOR A REPEALER; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Trustees of the Holly Hill Police Officers Pension Trust Fund has a fiduciary duty to prudently invest and administer Fund assets; and

WHEREAS, the Board of Trustees also has a fiduciary duty to calculate pension benefits in accord with statutory requirements; and

WHEREAS, the Holly Hill Police Officers Pension Trust Fund receives insurance premium tax revenues under Chapter 185 of the Florida Statutes; and

WHEREAS, the Board of Trustees wishes to define how benefits are calculated in accord with Chapter 185.02, F.S.S.; and

WHEREAS, an ordinance amendment is necessary in order to memorialize in the Holly Hill Code of Ordinances, the definitions of “average final compensation” and “salary”; and

WHEREAS, the City Commission has received, reviewed and considered an actuarial impact statement describing the actual impact of the amendments provided for herein.

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

SECTION 1. That Section 42-31 of the Code of Ordinances of the City of Holly Hill, Florida is hereby amended as follows:

Sec. 42-31. Pension Benefits.

* * *

(12) Definitions

(a) As used herein, unless otherwise defined or required by the context, the following words and phrases shall have the meaning indicated:

Average final compensation means one-twelfth of the average salary of the five best years of the last ten years of credited service prior to retirement, termination, or death or the career average as a full-time police officer, whichever is greater. A year shall be 12 consecutive months.

Salary means the total compensation for services rendered to the city as a police officer reportable on the member's W-2 form plus all tax deferred, tax sheltered, or tax exempt items of income derived from elective employee payroll deductions or salary reductions, excluding sick leave incentive pay, retirement bonus, early retirement severance/incentive pay, severance pay, and group term life insurance imputed income. FLSA time does not count toward overtime limitation. For service earned on or after October 1, 2012, salary shall not include more than 300 hours of overtime per calendar year. Provided however, in any event, payments for overtime in excess of 300 hours per year accrued as of October 1, 2012 and attributable to service earned prior to the October 1, 2012, may still be included in salary for pension purposes even if the payment is not actually made until on or after October 1, 2012. In any event, with respect to unused sick leave and unused annual leave accrued prior to October 1, 2012, salary will include the lesser of the amount of sick or annual leave time accrued on October 1, 2012 or the actual amount of sick or annual leave time for which the retiree receives payment at the time of retirement, regardless of whether the amount of sick or annual leave was, at some time prior to retirement, reduced below the amount on October 1, 2012. Compensation in excess of the limitations set forth in section 401(a)(17) of the code as of the first day of the plan year shall be disregarded for any purpose, including employee contributions or

any benefit calculations. The annual compensation of each member taken into account in determining benefits or employee contributions for any plan year beginning on or after January 1, 2002, may not exceed \$200,000, as adjusted for cost-of-living increases in accordance with Internal Revenue Code Section 401(a)(17)(B). Compensation means compensation during the fiscal year. The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. If the determination period consists of fewer than 12 months, the annual compensation limit is an amount equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12. If the compensation for any prior determination period is taken into account in determining a member's contributions or benefits for the current plan year, the compensation for such prior determination period is subject to the applicable annual compensation limit in effect for that prior period. The limitation on compensation for an "eligible employee" shall not be less than the amount which was allowed to be taken into account hereunder as in effect on July 1, 1993. "Eligible employee" is an individual who was a member before the first plan year beginning after December 31, 1995.

(b) Masculine gender. The masculine gender, where used herein, unless the context specifically requires otherwise, shall include both the feminine and masculine genders.

* * *

SECTION 2. That all sections or parts of sections of the Code of Ordinances, all ordinances or parts of ordinances, all charter sections or parts of sections, and all resolutions or parts of resolutions in conflict herewith, are hereby repealed to the extent of such conflict.

SECTION 3. If any word, phrase, clause, subsection or section of this ordinance be for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this ordinance.

SECTION 4. That codification of this Ordinance in the City Code of Ordinances is hereby authorized and directed.

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

APPROVED AND AUTHENTICATED on this 23rd day of JUNE, 2020 for second reading.

Enacted and approved this 23rd day of June, 2020, in Holly Hill



2. -2020-O-3028 Ordinance

AT THE REQUEST OF THE ATTORNEY REPRESENTING MARINA GRANDE ON THE HALIFAX, THEY WOULD LIKE TO MOVE THIS ITEM FOR SECOND READING TO THE JULY 14, 2020 CITY COMMISSION MEETING. SECOND READING - an Ordinance of the City of Holly Hill, Florida, Approving the Seventh Amendment to Marina Grande Residential Based Mixed Use Planned Unit Development (Mpud) Development Agreement; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.

(Requested by Brian Walker, City Planner)

Mr. Forte stated the applicant contacted the city and requested that this item be continued to a date and time certain to the regular City Commission meeting on July 14, 2020 at 7:00 PM. They are not here tonight but he told them he would bring that up and that the Commission would support continuing that item to that date and time. However, there's an item that came to his attention over the past week with regards to the existing sign and the question that came up was whether or not that existing sign should come down. In the conversation that the Commissioners had during the last meeting with the sign in this location, the motion that the Commission approved said, "approve so that the applicant and staff can work on a compromise to be acceptable at the second reading in utilizing the very top flat panel of the two building for the signage and this includes all other sign requests within the agreement." There was an assumption that the Commission was not going to approve the vertical sign down the building, therefore, that sign should be removed. It hasn't been removed and he hasn't given them notice to remove it. He wanted to get clarification tonight from the Commission to see if that was their intent that, that vertical sign be removed from the building. Now, remember, that's in the Code

Enforcement process right now and it was held off pending the decision of the Commission. Well, if the Commission's decision is to not allow that vertical sign moving forward then the question is, is the Commission's intent that, that sign be removed?

Mayor Via opened public participation.

The following individuals spoke to the Mayor and City Commissioners: Robert Van Winkle and Kimberly Clark, residents of MG on the Halifax.

Mayor Via closed public participation.

There was CONSENSUS from the Commission to have the sign removed and direct staff to notify the applicant.

(The full discussion of this agenda item and meeting is available upon request onto a CD in the City Clerk's Office).

Commissioner Currie made a motion to **TABLE THIS ITEM TO THE JULY 14, 2020 REGULAR CITY COMMISSION MEETING AT 7:00 PM**, seconded by Commissioner Penny.

Mayor Via opened public participation.

The following individuals spoke to the Mayor and City Commission: Robert Van Winkle and Kimberly Clark, MG on the Halifax residents.

Mayor Via closed public participation.

PASSED, 5-0.

RESULT:	CONTINUED TO A DATE CERTAIN [UNANIMOUS]Next: 7/14/2020 7:00 PM
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John Penny, District 1 - Commissioner
AYES:	Via, Penny, Currie, Danio, Johnson



10. COMMUNICATIONS

A. City Manager & Staff Comments

a.

Edward Byrne Memorial Justice Assistance Grant (JAG) County-Wide Funds for FY2019-2020

(Requested by Valerie Manning, City Clerk)

*Commissioner Johnson made a motion to **APPROVE the Edward Byrne Memorial Justice Assistance Grant (JAG) County-wide Funds for FY 2019-2020**, seconded by Commissioner Currie.*

Mayor Via opened public participation. No one spoke.

PASSED, 5-0.



- B. City Attorney Comments
None.

- C. City Commission Comments
Commissioner Penny mentioned that the blue lights are flashing on Riverside Drive and the cops are out there giving tickets. Suggested that the Positivity Award be awarded to Julie and Rainer Martens for Pictona at Holly Hill. *There was **consensus** to bring them to the next meeting as a presentation.*

Commissioner Currie mentioned that Pickleball had their soft opening the other day.

Mr. Forte announced and congratulated all of them on their unopposed election this year.

- D. Mayor's Comments
Mayor Via mentioned the Florida League of Cities this year and the need to have a voting delegate from Holly Hill.

*Commissioner Currie made a motion to **APPOINT MAYOR VIA as the FLC VOTING DELEGATE FOR HOLLY HILL**, seconded by Commissioner Penny.*

Mayor Via opened public participation. No one spoke.

PASSED, 5-0.

Mayor Via asked Mr. Forte for an update on the paving project; mentioned that Daytona Beach is going to be coming up with a mandatory mask mandate and is trying to encourage other cities doing the same.

11. ADJOURNMENT

The meeting adjourned at approximately 8:00 PM.



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

**City Commission
Resolution**

MEETING DATE: July 14, 2020
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the Mayor and the City Manager to Execute an Interlocal Agreement for the Transfer and Provision of Reclaimed Water by and Between the City of Holly Hill and the City of Ormond Beach; Providing Conditions for the Transfer and Reclaimed Water; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2020-R-31
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill owns and operates a utility system including a reclaimed water treatment, supply and distribution system within the City of Holly Hill, and it is capable of producing surplus reclaimed water.

The City of Ormond Beach desires to supplement the reclaimed water that is produced by its system by receiving surplus reclaimed water that is produced by the City of Holly Hill.

The Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, authorizes any public agency of the State of Florida to exercise jointly with any other public agency, any power, privilege, or authority which said agencies share in common and which each may exercise separately.

An interconnection system for reclaimed water distribution currently exists between the parties, said system being generally situated in the vicinity of Riviera Dog Park and Alabama Avenue.

The parties desire to jointly plan for infrastructure improvements that will facilitate the transfer of reclaimed water between their respective reclaimed water distribution systems, including appurtenances at the point of interconnection, and to provide for the construction or installation thereof. The parties desire to establish policies to facilitate the administration, operation, and transfer of reclaimed water through the reclaimed water interconnection and distribution center.

The initial term of this agreement shall be for a period of ten (10) years commencing on the effective date as provided in section 3.9. The initial term may be renewed for an additional or successive periods upon the mutual consent of the parties.

FISCAL ANALYSIS:

The City of Ormond Beach will be responsible for the design, construction and installation of the interconnection improvements. Ormond Beach shall pay the cost associated with the design, construction and installation of the interconnection improvements including all other reasonable and necessary expenses for permitting, inspection, testing, disinfection, as-built drawings and system certification.

STAFF RECOMMENDATION:

Authorize the Mayor and City Manager to execute an interlocal agreement for the transfer and provision of reclaimed water by and between the City of Holly Hill and the City of Ormond Beach.

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:

AUTHORIZE THE MAYOR AND CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT FOR THE TRANSFER AND PROVISION OF RECLAIMED WATER BY AND BETWEEN THE CITY OF HOLLY HILL AND THE CITY OF ORMOND BEACH.

ATTACHMENTS:

- Holly Hill Reclaimed Interlocal With Ormond Beach-Rev (PDF)

Resolution No. 2020-31

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT FOR THE TRANSFER AND PROVISION OF RECLAIMED WATER BY AND BETWEEN THE CITY OF HOLLY HILL AND THE CITY OF ORMOND BEACH; PROVIDING CONDITIONS FOR THE TRANSFER AND RECLAIMED WATER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT FOR THE TRANSFER AND PROVISION OF RECLAIMED WATER BY AND BETWEEN THE CITY OF HOLLY HILL AND THE CITY OF ORMOND BEACH; PROVIDING CONDITIONS FOR THE TRANSFER AND RECLAIMED WATER; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Interlocal Cooperation Act of 1969, *Section 163.01, Florida Statutes*, authorizes any public agency of the State of Florida to exercise jointly with any other public agency, any power, privilege, or authority which said agencies share in common and which each may exercise separately; and

WHEREAS, the provision of such power, privilege, or authority includes the provision of services and the use, operation and maintenance of real and personal property; and

WHEREAS, the execution of an Interlocal Agreement for the transfer and provision of reclaimed water by and between the City of Holly Hill and the City of Ormond Beach serves the interest of both cities.

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

SECTION 1. The City Commission of the City of Holly Hill hereby authorizes the Mayor and City Manager to execute an Interlocal Agreement for the transfer and provision of reclaimed water by and between the City of Holly Hill and the City of Ormond Beach Agreement, a copy of the agreement being attached hereto and incorporated by reference.

SECTION 2. That this Resolution shall take effect immediately upon its adoption.

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

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

APPROVED AND AUTHENTICATED on this 14th day of JULY, 2020.

INTERLOCAL AGREEMENT FOR THE TRANSFER AND PROVISION OF RECLAIMED WATER BY AND BETWEEN THE CITY OF HOLLY HILL AND CITY OF ORMOND BEACH

This agreement is made and entered into by and between the City of Holly Hill, with its principal office being located at 1065 South Ridgewood Avenue, Holly Hill, Florida, and the City of Ormond Beach, with its principal office being located at 22 South Beach Street, Ormond Beach, Florida, both parties being municipal corporations established under the constitution and laws of the state of Florida.

WHEREAS, Holly Hill owns and operates a utility system including a reclaimed water treatment, supply and distribution system within the city of Holly Hill, and it is capable of producing surplus reclaimed water (“Holly Hill Utility System”); and

WHEREAS, Ormond Beach owns and operates a utility system including a reclaimed water treatment, supply and distribution system within the city of Ormond Beach (“Ormond Beach Utility System”), and Ormond Beach desires to supplement the reclaimed water that is produced by its system by receiving surplus reclaimed water that is produced by Holly Hill; and

WHEREAS, an interconnection system for reclaimed water distribution currently exists between the parties, said system being generally situated in the vicinity of Riviera Dog Park and Alabama Avenue as the same is described and depicted in Mead & Hunt engineering plans attached hereto as Exhibit “A” (sometimes referred to as the “Mead & Hunt Engineering Plans” or “Project Site”); and

WHEREAS, the parties desire to jointly plan for infrastructure improvements that will facilitate the transfer of reclaimed water between their respective reclaimed water distribution systems, including appurtenances at the point of interconnection, and to provide for the construction or installation thereof; and

WHEREAS, the parties desire to establish policies to facilitate the administration, operation, and transfer of reclaimed water through the reclaimed water interconnection and distribution system; and

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. PURPOSE; RECLAIMED WATER SYSTEM INTERCONNECTION REQUIREMENTS

1.1 Purpose. The recitals described above are incorporated herein. In lieu of Holly Hill discharging its excess reclaimed water into the Halifax River, Holly Hill is willing to transfer that excess reclaimed water to Ormond Beach at such times when Ormond Beach has a desire to supplement its own reclaimed water distribution needs; and Ormond Beach is willing to accept Holly Hill’s excess reclaimed water at such times when Ormond Beach has a desire to supplement its reclaimed water distribution needs.

1.2 Term. The initial term of this agreement shall be for a period of ten (10) years commencing on the effective date as provided in section 3.9. The initial term may be renewed for additional or successive periods upon the mutual consent of the parties.

1.3 Establishment of Reclaimed Water System Interconnections. There presently exists an eight inch (8”) diameter reclaimed water distribution system interconnection (“Reclaimed Water Distribution System Interconnection”) at the Project Site depicted on Exhibit “A”. Improvements to the Reclaimed Water Distribution System Interconnection are needed to facilitate the transfer of reclaimed water between the cities of Holly Hill and Ormond Beach. The improvements generally consist of, but may not necessarily be limited to, retrofitting an eight inch (8”) meter that is situated on the Project Site with control valves and a hydrant; mechanical, electrical and telemetry system improvements to make the reclaimed water interconnection operational by remote control. The mechanical, electrical and telemetry system improvements shall be installed at the Project Site as well as at the Holly Hill Wastewater Treatment Plant located at 453 LPGA Boulevard in Holly Hill. Collectively, the improvements are intended to enable Holly Hill with the ability to remotely activate the operation of the valves (i.e., to initiate and stop the transfer of reclaimed water from Holly Hill’s reclaimed water distribution system to Ormond Beach’s reclaimed water distribution system.

1.4 Design and Construction of Interconnection Improvements. The design and construction of the interconnection improvements described in paragraph 1.2 will be in accordance with the Mead & Hunt Engineering Plans.

1.5 Construction & Payment Responsibility. The City of Ormond Beach will be responsible for the design, construction and installation of the interconnection improvements described in paragraph 1.3. Ormond Beach shall pay the cost associated with the design, construction and installation of the interconnection improvements described in paragraph 1.3, including all other reasonable and necessary expenses for permitting, inspection, testing, disinfection, as-built drawings, and system certification.

1.6 Acceptance of Facilities. Upon completion of the construction and/or installation of the improvements described in paragraph 1.3, and before such improvements are put into use, each city shall inspect the completed improvements, and upon satisfactory inspections shall issue certificates of completion for the interconnection improvements..

1.7 Water Quality. Reclaimed water that is delivered through the reclaimed water distribution system shall meet all regulations of the Florida Department of Environmental Regulation.

SECTION 2. OPERATION OF RECLAIMED WATER SYSTEM INTERCONNECTION.

2.1 Conditions for Reclaimed Water Transfer. The transfer of reclaimed water is intended to occur only when the following conditions are met:

(a) Holly Hill, as the reclaimed water supplier, has met its own internal reclaimed water customer demands; thus creating an excess of reclaimed water;

(b) the reclaimed water demands of Ormond Beach exceed its available supply; and

(c) Ormond Beach shall be considered to be an “interruptible” reclaimed water customer, with the transfer of reclaimed water occurring on a daily basis in accordance with reasonable internal procedures established by Holly Hill, including the time period or hours during which the transfer of reclaimed water shall occur. The transfer of reclaimed water shall not interfere with reclaimed water service that is provided by Holly Hill to its residential and commercial customers.

2.2 No Customer Service Charge. Other than those expenses described in section 1.4 of this agreement, Holly Hill shall not charge and Ormond Beach shall not be required to pay, a customer service charge for the transfer and receipt of reclaimed water.

2.3 Temporary Disruption of Reclaimed Water Transfer by Holly Hill. In the event conditions associated with Holly Hill’s utility operations require Holly Hill to temporarily cease the transfer of reclaimed water to Ormond Beach, as determined in the sole discretion of Holly Hill, then in such event, the utility manager for Holly Hill shall verbally notify the utility manager for Ormond Beach regarding the need for Holly Hill to interrupt or temporarily suspend the transfer of reclaimed water. To the extent reasonably possible, Holly Hill’s utility manager shall provide advance notice, as circumstances permit, to Ormond Beach’s utility manager of the need to interrupt or temporarily suspend such transfer, including an estimate as to when transfer service shall be restored. In the event the interruption or temporary suspension in transfer service is expected to last longer than twenty-four (24) continuous hours, Holly Hill’s utility manager shall provide written notification to Ormond Beach’s utility manager an estimated time for the restoration of the transfer service. Holly Hill’s utility manager shall provide verbal and written notification to Ormond Beach’s utility manager prior to resuming the transfer of service; and where the interruption or temporary suspension of transfer service has exceeded more than twenty-four (24) continuous hours, such notice shall be provided where reasonably possible no less than twenty-four (24) hours prior to resuming transfer service. Examples of reasonable events that may cause Holly Hill to interrupt or temporarily suspend the transfer of reclaimed water service may include, though not be necessarily limited to, the following: a lack of reclaimed water supply for Holly Hill’s customers; reclaimed water quality is not compliant with regulations of the Florida Department of Environmental Protection; a need to make repairs to Holly Hill’s pumps at its wastewater treatment plant; to make repairs to Holly Hill’s reclaimed water transmission main line; for routine scheduled maintenance of mechanical, electrical, and telemetry equipment or any type of regulatory testing that is necessary to remotely facilitate the transfer of reclaimed water; and upon a written request by the Ormond Beach’s utility manager.

2.4 Temporary Disruption of Reclaimed Water Transfer by Ormond Beach. In the event conditions associated with the Ormond Beach’s utility operations require that it temporarily cease the receipt of reclaimed water from Holly Hill, as determined in the sole discretion of Ormond Beach, then in such event, the utility manager for Ormond Beach shall verbally notify the utility manager for Holly Hill of the need to temporarily suspend the receipt of reclaimed water. The utility manager for Ormond Beach shall verbally notify the utility manager for Holly Hill of the need to interrupt or temporarily suspend the receipt of reclaimed water. To the extent reasonably possible, Ormond Beach’s utility manager shall provide advance notice, as

circumstances permit, to Holly Hills utility manager of the need to interrupt or temporarily suspend such transfer, including an estimate as to when transfer service is expected to resume. In the event the interruption or temporary suspension in transfer service is expected to last longer than twenty-four (24) continuous hours, Ormond Beach's utility manager shall provide written notification to Holly Hill's utility manager an estimated time for the resumption of the transfer service. Ormond Beach's utility manager shall provide verbal and written notification to Holly Hill's utility manager prior to Ormond Beach's ability to resume the transfer of service; and where the interruption or temporary suspension of transfer service has exceeded more than twenty-four (24) continuous hours, such notice shall be provided where reasonably possible no less than twenty-four (24) hours prior to Ormond Beach's capability and desire to resume transfer service. Examples of reasonable events that may cause Ormond Beach to interrupt or temporarily suspend the transfer of reclaimed water service may include, though not be necessarily limited to, the following: an excess supply of reclaimed water for Ormond Beach's customers; non-compliance with regulations of the Florida Department of Environmental Protection; a need to make repairs to its reclaimed water main lines, or to make routine scheduled maintenance of mechanical, electrical, and telemetry equipment that is necessary to facilitate reclaimed water service.

2.5 Maintenance of Interconnection Infrastructure. Upon the completion of the construction and installation of the improvements, as evidenced by the issuance of certificates of completion for the project by Holly Hill and Ormond Beach, and the same having been accepted by both parties to this agreement, then Holly Hill shall thereafter be responsible at its expense for all operating and maintenance costs associated with the transfer of reclaimed water in accordance with this agreement. Such costs shall include, but shall not necessarily be limited to those expense associated with the operation, maintenance, refurbishment, and replacement of the meter, hydrant, valves and appurtenances; mechanical and electrical improvements at the Holly Hill Wastewater Treatment Plant and the Riviera Oaks Dog Park site; and those to the SCADA system that is necessary to maintain the reclaimed water system interconnection, and to facilitate the remotely operated transfer or reclaimed water from Holly Hill to Ormond Beach.

SECTION 3. MISCELLANEOUS PROVISIONS.

3.1 Termination of Agreement. Either party may terminate this agreement without cause by providing written notice to the other party no less than six (6) months prior to the termination date.

3.2 Amendment of Agreement; Assignment. The parties may amend the terms of this agreement upon the mutual consent of both parties. This agreement is not assignable.

3.3 No Third party Beneficiary Rights. This agreement for the exclusive benefit of Holly Hill and Ormond Beach. It is neither intended to confer nor shall be interpreted to afford rights persons or entities other than Holly Hill and Ormond Beach.

3.4 Authority to Execute. The signatories to this agreement each represent that he/she is authorized to execute this agreement.

3.5 Sovereign Immunity. Both parties retain and reserve all rights, benefits, and immunities of sovereign immunity.

3.6 Covenant to Cooperate. Both parties shall cooperate with each to effectuate the purpose of this agreement.

3.7 Waiver of Rights. A waiver by either party of any right under this agreement shall not be construed to be a subsequent waiver by party that has waived such right.

3.8 Execution in Counterparts. This agreement may be executed in multiple counterparts, each of which shall be construed as an original and all of which shall constitute a single integrated agreement.

3.9 Effective Date and Recordation. This agreement shall be recorded in the public records of Volusia County and shall become effective on the date of such recordation.

CITY OF HOLLY HILL**Dated:** _____, 2020**By:** _____
Chris Via, Mayor_____
Joe Forte, City Manager**ATTEST:**_____
Valerie Manning, City Clerk**CITY OF ORMOND BEACH****Dated:** _____, 2020_____
Bill Partington, Mayor_____
Joyce Shanahan, City Manager**ATTEST:**_____
Colby Cilento, City Clerk



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

**City Commission
Resolution**

MEETING DATE: July 14, 2020
FROM: Antoine Khoury
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Piggy-Backing of Seminole County Contract IFB-603606-19/BJC and Authorizing the City Manager to Award the “Roadway Resurfacing Project FY2020” to Halifax Paving, Inc.; Providing for Severability; and Providing for an Effective Date.
NUMBER: 2020-R-32
APPLICANT:
PLANNER:

DISCUSSION:

The city has solicited bids from five (5) contractors to “piggyback” on the existing Seminole County and/or Volusia County resurfacing contracts services. Two bids were received from P&S Paving and Halifax Paving that are local to Volusia County. Halifax Paving was the low bidder under the current Seminole County Contract #IFB-603616-19/BJC.

This Resolution authorizes the City Manager to piggyback the Seminole County Contract #IFB-603616-19/BJC and award the “Roadway Resurfacing Project FY2020” to Halifax Paving Inc.

Halifax Paving Inc., is a competent and qualified contractor to provide pavement management services for this project. Halifax Paving submitted the lowest total bid in the amount of \$382,336.51. Halifax Paving is found to be a responsive, responsible bidder meeting specifications in accordance with City Purchasing, Regulations.

List of Roadways to be resurfaced under this award are:

Flomich Avenue	Nova Road - US1
Daytona Avenue	15 th Street - Granada Street

Current City of Holly Hill Purchasing Policies and Procedures

Policy 2.39 Other Government Entities Contracts States:

“the city may use (piggy-back) any other Government entity’s open contracts that has competitively bid and awarded to the low responsive, responsible bidder meeting specifications, in accordance with City Purchasing, Regulations”.

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

The City of Holly Hill has determined that in this circumstance, piggybacking a contract entered into by Seminole County is the most economically advantageous way for the City to procure these services.

FISCAL ANALYSIS:

Total for this project amount is \$382,336.51 and will be funded from the Local Option Gas Tax that has a balance in excess of \$312,000. If any shortfall in the collection of Local Option Gas Tax occurs by the conclusion of the project, The city will transfer a portion of the already budgeted loan from Solid Waste. The Local Option Gas Tax Fund will reimburse the solid waste fund any borrowed money over the next five (5) years along with interest.

STAFF RECOMMENDATION:

That the City Commission approve the Resolution as submitted by staff.

COMMISSION GOAL:

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

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 TO PIGGY-BACK SEMINOLE COUNTY CONTRACT IFB-603606-19/BJC AND AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HALIFAX PAVING, INC., FOR THE “ROADWAY RESURFACING PROJECT FY2020.”

ATTACHMENTS:

- IFB-603616-19_tc-HALIFAX (1) (PDF)

- 2020 Paving of Flomich and Daytona Bids (PDF)
- 1000710-182508.02 FY 2020 RD RESURF -90% PLANS 1-31-2020 (1) (PDF)
- P&S Paving - Holly Hill Resurface 2020 4-16-20 (PDF)

Resolution No. 2020-32**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PIGGY-BACKING OF SEMINOLE COUNTY CONTRACT IFB-603606-19/BJC AND AUTHORIZING THE CITY MANAGER TO AWARD THE "ROADWAY RESURFACING PROJECT FY2020" TO HALIFAX PAVING, INC.; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PIGGY-BACKING OF SEMINOLE COUNTY CONTRACT IFB-603606-19/BJC AND AUTHORIZING THE CITY MANAGER TO AWARD THE "ROADWAY RESURFACING PROJECT FY2020" TO HALIFAX PAVING, INC.; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City desires to proceed with the work required for the FY2020 portion of the program; and

WHEREAS, the City desires to piggy-back the Seminole County Contract IFB-603606-19/BJC; and

WHEREAS, the City desires Halifax Paving, Inc., be awarded this project under the Seminole County Contract IFB-603606-19/BJC, as well as, being the low, responsive bidder with a bid of \$382,336.51.

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

SECTION 1. That the City Commission of the City of Holly Hill does hereby authorize the City Manager to piggy-back the Seminole County Contract #IFB603616-19/BJC and award the "Roadway Resurfacing Project FY2020" to Halifax Paving Inc.

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 14th day of JULY, 2020.

**TERM CONTRACT FOR PAVEMENT MANAGEMENT PROGRAM SERVICES
(IFB-603616-19/BJC)**

THIS AGREEMENT is dated as of the 26 day of December 2019, by and between **HALIFAX PAVING, INC.**, duly authorized to conduct business in the State of Florida, whose address is 814 Hull Road, Ormond, Beach, Florida 32174, in this Agreement "CONTRACTOR," and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement "COUNTY."

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide Pavement Management Program services in Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, CONTRACTOR is competent, qualified, and desires to provide services according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONTRACTOR agree as follows:

Section 1. Services. COUNTY hereby retains CONTRACTOR to provide services as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. CONTRACTOR is also bound by all requirements as contained in the solicitation package, all addenda to this package, and CONTRACTOR's submission in response to this solicitation. Required services will be specifically enumerated, described, and depicted in the Release Orders authorizing purchase of specific services. This Agreement standing alone does not authorize the purchase of services or require COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Release Orders issued pursuant to this Agreement and prior to the expiration date. Obligations by both parties under such Release Orders will remain in effect until delivery and acceptance of the services authorized by the respective Release Order. The first three (3) months of the initial term are considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

Section 3. Authorization for Services.

(a) Authorization for provision of services by CONTRACTOR under this Agreement must be in the form of written Release Orders issued and executed by COUNTY. A sample Release Order is attached as Exhibit B. Each Release Order will describe the services required, state the dates for delivery of services, and establish the amount and method of payment. The Release Orders must be issued under and incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Release Orders or that CONTRACTOR will perform any Release Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

(b) All contractors will be invited to participate in the quoting process for each project as directed by COUNTY's representative. Detailed technical information will be provided to each contractor, and they will have the opportunity to submit a quote based on the not-to-exceed price structure established in this Agreement. The final bids will normally be submitted on either a lump

sum bid or unit price basis, as stipulated by COUNTY's representative. A lump sum bid will represent the total price for which a contractor offers to complete the work according to the detailed plans and specifications. Unit price bidding will be used in projects for which the quantity of materials or the amount of labor involved in some key tasks is particularly uncertain. In such cases, the contractors will be allowed to submit a list of unit prices for those tasks, computed by multiplying the quoted unit price for each specified task by the corresponding quantity in COUNTY representative's estimates for quantities. However, the total payment to the selected contractor will be based on the actual quantities multiplied by the respective quoted unit prices.

Section 4. Time for Completion. The services to be provided by CONTRACTOR must be delivered, as specified in such Release Orders as may be issued under this Agreement, within the time specified in the Release Order.

Section 5. Compensation. COUNTY shall compensate CONTRACTOR for the services provided for under this Agreement on a Fixed Fee basis. When a Release Order is issued on a Fixed Fee basis, then the applicable Release Order Fixed Fee amount will include any and all reimbursable expenses and will be based on the unit pricing attached to this Agreement, or as reduced in the quoting process leading to specific Release Orders.

Section 6. Payment and Billing.

(a) CONTRACTOR shall supply all services required by the Release Order, but in no event will CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Release Order.

(b) For Release Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Release Order services actually provided, but in no

event may the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) COUNTY shall make payments to CONTRACTOR when requested as services are provided, but not more than once monthly. Each Release Order will be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any services provided, the cost of the services provided, the name and address of CONTRACTOR, Release Order Number, Contract Number, and any other information required by this Agreement.

(d) The original invoice must be sent to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

A copy of the invoice must be sent to:

Public Works Department/Engineering Division
100 East 1st Street
Sanford, Florida 32771

(e) Upon review and approval of CONTRACTOR's invoice, COUNTY shall pay CONTRACTOR the approved amount, in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Section 7. General Terms of Payment and Billing.

(a) Upon satisfactory delivery of services required under this Agreement and upon acceptance of the services by COUNTY, CONTRACTOR may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONTRACTOR at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONTRACTOR and COUNTY. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONTRACTOR. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) CONTRACTOR shall maintain all books, documents, papers, accounting records, and other evidence pertaining to services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONTRACTOR shall make such materials available at CONTRACTOR's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

Section 8. No Waiver by Forbearance. COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONTRACTOR is and will always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONTRACTOR's negligent or wrongful provision of any of the materials or services provided under this Agreement.

Section 9. Termination.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement or any Release Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill its obligations under this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONTRACTOR will be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONTRACTOR to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONTRACTOR will be liable to COUNTY for all reasonable additional costs associated with CONTRACTOR's failure to fulfill its obligations under this Agreement.

(d) CONTRACTOR will not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONTRACTOR, but CONTRACTOR will be responsible and liable for the actions by its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONTRACTOR include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually

severe weather, but in every case the failure to perform must be beyond the control and without any fault or negligence of CONTRACTOR.

(e) If after notice of termination for CONTRACTOR's failure to fulfill its obligations under this Agreement it is determined that CONTRACTOR had not so failed, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 10. Agreement and Release Order in Conflict. Wherever the terms of this Agreement conflict with any Release Order issued pursuant to it, this Agreement will prevail.

Section 11. Equal Opportunity Employment. CONTRACTOR shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. CONTRACTOR shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

Section 12. No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely

for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY will have the right to terminate the Agreement at its sole discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Conflict of Interest.

(a) CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONTRACTOR to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

Section 14. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 15. Subcontractors. CONTRACTOR shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONTRACTOR will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 16. Indemnification of COUNTY. To the fullest extent permitted by law, CONTRACTOR shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONTRACTOR's provision of materials or services under this Agreement caused by CONTRACTOR's act or omission in the performance of this Agreement.

Section 17. Insurance.

(a) General. CONTRACTOR shall procure and maintain insurance required under this Section at CONTRACTOR's own cost.

(1) CONTRACTOR shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONTRACTOR shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONTRACTOR, CONTRACTOR shall provide COUNTY with a renewal or replacement

Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONTRACTOR shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONTRACTOR will relieve CONTRACTOR of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employers' Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall immediately notify COUNTY as soon as CONTRACTOR has knowledge

of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONTRACTOR will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at CONTRACTOR's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONTRACTOR and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONTRACTOR to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements. CONTRACTOR is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida

Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employees' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Policy Limit)
\$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONTRACTOR shall maintain these minimum insurance limits:

General Aggregate	Two Times (2x) the Each Occurrence Limit
Personal & Advertising	\$1,000,000.00
Injury Limit	
Each Occurrence Limit	\$1,000,000.00
Pollution Liability	\$1,000,000.00

(3) Professional Liability Insurance. CONTRACTOR shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

(4) Business Auto Policy.

(A) CONTRACTOR's insurance must cover CONTRACTOR for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by CONTRACTOR. In the event CONTRACTOR does not own automobiles, CONTRACTOR shall maintain coverage for hired and non-owned auto liability for autos used by CONTRACTOR, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONTRACTOR must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

Combined Single Limit	\$1,000,000.00
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(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence

rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

Section 18. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5540, "Contract Claims," Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONTRACTOR hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve

disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 19. Representatives of COUNTY and CONTRACTOR.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONTRACTOR, COUNTY shall designate and advise CONTRACTOR in writing of one or more of its employees to whom to address all communications pertaining to the day-to-day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONTRACTOR shall designate or appoint one or more representatives who are authorized to act on behalf of CONTRACTOR and bind CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually and effectively advised of such designation.

Section 20. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement may be predicated upon any prior representations or agreements, whether oral or written.

Section 21. Modifications, Amendments, or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective

unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 22. Independent Contractor. Nothing in this Agreement is intended or may be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONTRACTOR is and will remain forever an independent contractor with respect to all services performed under this Agreement.

Section 23. Employee Status. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees, either by operation of law or by COUNTY.

Section 24. Services Not Provided For. No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by COUNTY.

Section 25. Public Records Law.

(a) CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONTRACTOR shall provide COUNTY with all requested public records in CONTRACTOR's possession, or shall allow COUNTY to inspect or

copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement,

(2) CONTRACTOR shall provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONTRACTOR shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

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

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR. CONTRACTOR may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 EAST SECOND STREET, SANFORD, FL 32771.**

Section 26. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 27. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will

constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

Section 28. Patents and Royalties. Unless otherwise provided, CONTRACTOR is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONTRACTOR, without exception, shall indemnify and save harmless COUNTY 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 supplied by CONTRACTOR. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONTRACTOR. If such a claim is made, CONTRACTOR shall use its best efforts to promptly purchase for COUNTY any infringing products or services or procure a license at no cost to COUNTY that will allow continued use of the service or product. If none of the alternatives are reasonably available, COUNTY shall return the article on request to CONTRACTOR and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

Section 29. Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has 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:

For COUNTY:

Public Works Department/Engineering Division
100 East 1st Street
Sanford, Florida 32771

For CONTRACTOR:

Halifax Paving, Inc.
 Post Office Box 730549
 Ormond Beach, Florida 32173

Section 30. Rights At Law Retained. The rights and remedies of COUNTY provided for under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 31. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

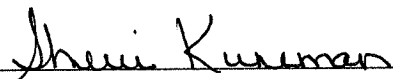
ATTEST:



 Witness

Sandra L. Arcieri

 Print Name

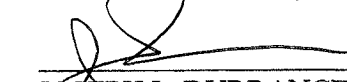


 Witness

SHERRI KUEEMAN

 Print Name

HALIFAX PAVING, INC.



 JOSEPH L. DURRANCE.

Vice President

Title

12-17-2019

 Date

[Balance of this page intentionally blank; signature page continues on Page 21.]

Victoria Hewett
Witness

Victoria Hewett
Print Name

Victoria Cooper
Witness

Victoria Cooper
Print Name

For the use and reliance of
Seminole County only.

Approved as to form and
legal sufficiency.

David G. Shields
County Attorney

DGS/dre

11/6/19

Attachments:

Exhibit A - Scope of Services and Fee Structure

Exhibit B - Sample Release Order

T:\Users\Legal Secretary CSB\Purchasing 2019\IFB-603616-19 BJC Halifax Paving.docx

SEMINOLE COUNTY, FLORIDA

By: Betsy Cohen
BETSY COHEN, Acting Purchasing and
Contracts Manager

Date: 12/26/19

As authorized for execution by the Board of
County Commissioners at its 12/10,
2019, regular meeting.

Attachment: IFB-603616-19_tc-HALIFAX (1) (2020-R-32 : Roadway Resurfacing Program FY2020)

SUBMIT BIDS TO: Seminole County 1301 East 2nd Street Sanford, Florida 32771 Attn: PURCHASING & CONTRACTS (PCD)	INVITATION FOR BID And Bidder Acknowledgment
Contact: Betsy J. Cohen, CPM, CPPO Procurement Administrator Phone: 407-665-7112 Email: bcohen@seminolecountyfl.gov	IFB-603616-19/BJC PAVEMENT MANAGEMENT PROGRAM FOR SEMINOLE COUNTY - REBID
Due Date: October 23, 2019 at 2:00 PM (Eastern Standard Time) Location of Public Opening: Purchasing & Contracts Division, 1301 East 2nd Street, Sanford, FL 32771	
Proposer Name: HALIFAX PAVING, INC.	Federal Employer ID Number: 59-1233559
Mailing Address: P.O. Box 730549	If returning as a "No Submittal", state reason (if so, return only this page):
City, State, Zip: ORMOND BEACH, FL 32173	
Type of Entity (Circle one): <u>Corporation</u> Partnership Proprietorship Joint Venture Incorporated in the State of: <u>FLORIDA</u> List of Principals: <u>THOMAS A. DURRANCE, PRESIDENT</u> <u>JOSEPH L. DURRANCE, V.P. / AMANDA L. DURRANCE, SECT. TREASURER</u>	The undersigned Bidder hereby acknowledges receipt of Addenda Numbers <u>1</u> through <u>2</u> :  10-23-19 Authorized Signature (Manual) Date
Email Address: <u>HALIFAXPAVING@CFL.BP.COM</u>	Typed Name: <u>JOSEPH L. DURRANCE</u>
Telephone Number: <u>386-676-0200</u>	Title: <u>VICE - PRESIDENT</u>
Fax Number: <u>386-676-0803</u>	Date: <u>10-23-19</u>

THIS FORM MUST BE COMPLETED AND RETURNED WITH WRITTEN BID

The Bidder is expected to completely analyze the information contained in this Invitation for Bid (IFB) as guidance for the preparation of their written submittal. The Bidder's written bid should be specific, detailed, and complete in order to clearly and fully demonstrate the Bidder's understanding of the requested work and/or delivery requirements.

Attachment: IFB-603616-19 tc-HALIFAX (1) (2020-R-32 : Roadway Resurfacing Program FY2020)

EXHIBIT A Scope of Services

Seminole County Specification Hierarchy: All requirements set forth by this IFB contract shall adhere to the rules and conditions described in Seminole County's General Conditions for Road, Bridge & Utility Construction <http://www.seminolecountyfl.gov/fs/purchasing/pdf/800roads.pdf>. In addition, the attached Supplemental Specifications for this contract shall take priority to the County's General Condition as they are specific to the pay items and basis of payment for this contract. **Bidder must be Florida Department of Transportation (FDOT) Prequalified in the following categories:**

- Hot Plant-mixed Bituminous Courses
- Flexible Paving

PAY ITEM NOTES

GROUP I – Asphaltic Concrete

Superpave Asphaltic Concrete

Included in the price of asphalt will be cost of all work and materials associated with the following items:

105 Quality Control; 300 Tack, Prime and Sand. **(Section 334).**

Basis of payment shall be under:

Items No. 334-1-xx Superpave Asphaltic Concrete - per ton.

Asphalt Concrete Friction Course

Included in the price of asphalt will be cost of all work and materials associated with the following items:

105 Quality Control; 300 Tack, Prime and Sand. **(Section 337).**

Basis of payment shall be under:

Items No. 337-7-xx Asphalt Concrete Friction Course - per ton.

Miscellaneous Asphalt Pavement

Included in the price of miscellaneous asphalt will be the cost of all work and materials associated with the following items:

105 Quality Control. **(Section 339).**

Basis of payment shall be under:

Item No. 339-1 Miscellaneous Asphalt Pavement - per ton.

Notes:

- 104 Erosion Control; 107 Litter Removal and Mowing; 110 Clearing and Grubbing; shall be included in the bid price for top lift of asphalt, and included in one of the items listed above.
- Prior to beginning any paving or milling activities, the Contractor is required to give 24 hour notice to the Engineer/CCEI.

GROUP II – Sand and Seal

Prime and Tack Coats for Base Courses

The pay item for Prime and Sand shall be a maintenance pay item only. Basis of payment shall be per square yard. The application of Prime and Sand or Tack on paving projects shall be included in the bid price of the asphalt under the 334 and 337 pay items. **(Section 916)**.

Basis of payment shall be under:

Item No. 2-1 Prime and Sand - per square yard.

Asphalt Membrane Interlayer

The pay item for Asphalt Membrane Interlayer includes cost of all work, materials, equipment, and incidentals associated with the application of asphalt binder material covered with a single application of aggregate, as specified in Section 341.

Basis of payment shall be under:

Item No. 341-1-1 Asphalt Membrane Interlayer - per square yard.

GROUP III – Milling Existing Asphalt

Milling Existing Asphalt Pavement (Contractor)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of the Contractor. **(Section 327)**.

Basis of payment shall be under:

Item No. 327-70A Milling Existing Asphalt Pavement - per square yard.

Milling Existing Asphalt Pavement (Yankee Lake)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of Seminole County, to be delivered by the Contractor to 501 Yankee Lake Rd, Sanford. **(Section 327)**.

Basis of payment shall be under:

Item No. 327-70B Milling Existing Asphalt Pavement (Yankee Lake) - per square yard.

Milling Existing Asphalt Pavement (Oviedo Yard)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the

property of Seminole County, to be delivered by the Contractor to 1620 N. County Rd 426, Oviedo. **(Section 327).**

Basis of payment shall be under:

Item No. 327-70C Milling Existing Asphalt Pavement (Oviedo Yard) - per square yard.

Milling Existing Asphalt Pavement (5 Points Yard)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of Seminole County, to be delivered by the Contractor to 4170 S. Orlando Dr. Sanford. **(Section 327).**

Basis of payment shall be under:

Item No. 327-70D Milling Existing Asphalt Pavement (5 Points Yard) - per square yard.

Milling Existing Asphalt Pavement (Relocate)

The basis of payment for milling shall be determined by multiplying the contract unit bid price (per square yard-inch) by the required mill depth (inches) from the individual project bid solicitation. The ultimate bid price for an individual project may not exceed the set contract rate for milling multiplied by the individual project thickness in inches. The milling material under this pay item will become the property of Seminole County and is to be delivered by the Contractor to any location specified that is within 5 miles of the project limits. **(Section 327).**

Basis of payment shall be under:

Item No. 327-70E Milling Existing Asphalt Pavement (Relocate) - per square yard.

Note:

- Prior to beginning any paving or milling activities, the Contractor is required to give 24 hour notice to the Engineer/CCEI.

GROUP IV

Temporary Retroflective Pavement Markers (RPM)

Price for Temporary RPM shall include layout, materials and application of temporary RPM to supplement temporary lane lines. Payment shall be based on final measurements of RPM's. **(Section 102).**

Basis of payment shall be under:

Item No. 102-78 Temporary Retroflective Pavement Markers - each.

Temporary Pavement Markings

Price for Temporary Pavement Markings shall include layout, materials and application of paint and/or removable tape. Payment shall be based on final measurements of removable tape, painted stripes, or painted messages. **(Section 102 & 710).**

Basis of payment shall be under:

- Item No. 102-911-2 Removable Tape (White/Black) - 6" - per foot.
- Item No. 102-912-2 Removable Tape (Yellow) - 6" - per foot.
- Item No. 710-11-xxx Temporary Pavement Marking, Paint, Solid - per foot.
- Item No. 710-11-xxx Temporary Pavement Marking, Paint, White, Message - each.
- Item No. 710-11-xxx Temporary Pavement Marking, Paint, White, Arrow - each.

GROUP V – Miscellaneous Items

Liquidated Damages (LD)

This item (LD) is a project specific item to be used with a predetermined number of contract days for time of completion. All pertinent project information, including identification of roadway type (major/minor) and number of contract days shall be included in the bid solicitation documents. Any project exceeding the allowable contract days will be subject to LD's as determined by the Engineer/CCEI.

End of Project punch list NOT completed within 30 days will be subject to LD's as determined by the Engineer/CCEI.

Time and weather shall be tracked and documented according to guidelines set by the FDOT Standard Specifications and amended in these contract documents.

General Conditions Sub-Section 3.2 is amended to include Article 5-2 of the 2019 FDOT Standard Specifications for Road and Bridge Construction regarding governing order of documents.

General Conditions Sub-Section 6.2.3: Work hours of 7:00 AM to 6:00 PM are amended to: 8:30 AM to 4:30 PM Monday thru Friday for daytime work, and 8:00 PM to 6:00 AM Sunday thru Thursday for nighttime work, and can be superseded by the bid solicitation documents as required. Any work performed outside of the hours stated in the bid solicitation will NOT be accepted or paid for without prior approval or authorization of the Engineer/CCEI.

General Conditions Sub-Section 6.42 and 6.43: Work suspensions, contractor vacations, and holidays are NOT included in the computation of contract time and will not be considered for time extensions.

General Conditions Sub-Sections 11.9.2 and 12.1.1.1.3: No days have been included in the Construction time estimate for utility adjustments. Time extensions will be granted, on a day for day basis, for delays caused by utility adjustments by others only if no other work can be completed during such time. Time extensions may be granted, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions only after 5 (five) weather days and if no other work can be completed during such time. Time extension due to weather shall be reviewed and approved by the Engineer/CCEI on a case-by-case basis. Time extensions granted under these sub-sections shall not be applied to MOT days specified in item 102-1 of the bid solicitation documents.

It is noted that Sub-Section 6-1.3 of the 2019 FDOT Standard Specifications regarding material certifications, shall apply to this contract and shall not be superseded by the General Conditions.

Payment for LD is set at a rate of **(-) \$500.00** for each day for minor streets/roads.

Payment for LD is set at a rate of **(-) \$1000.00** for each day for major roads.

A roadway is determined to be a minor street/road if it has an ADT less than 4,000 vehicles per day; otherwise it is considered a major road.

Basis of payment shall be under:

Item No. 5-1 Liquidated Damages LD (For Major Roads) – per day.

Item No. 5-2 Liquidated Damages LD (For Minor Streets/Roads) – per day.

Mobilization Charge

These items are intended to be used for two types of mobilization. Routine mobilization on projects shall include all labor, equipment, and material specified in Section 101. The price bid for routine mobilization shall not exceed 5% of the contract total. Emergency mobilization is also included to address special 24-hour emergency circumstances only. **(Section 101).**

Basis of payment shall be under:

Item No. 101-1 Mobilization Charge - each.

Item No. 101-2 Mobilization Charge for 24-hour emergency response - each.

Maintenance of Traffic (MOT)

The price for MOT shall be on a per day basis and shall be for a time not exceeding the MOT days specified in item 102-1 in the bid solicitation documents. Items included in this pay item will be the Arrow Board, required signs, channelizing devices, flaggers and other miscellaneous items typically required to maintain traffic.

Time extensions that may be granted for delays due to utility adjustments and/or inclement weather conditions will NOT be applied to the MOT days specified in item 102-1 the bid solicitation documents. NO compensation will be made for time that exceeds the MOT days specified in item 102-1 of the bid solicitation documents. The price bid for MOT shall not exceed \$1500 per day. **(Section 102).**

Basis of payment shall be under:

Item No. 102-1 Maintenance of Traffic – per day.

Traffic Control Officer

The use of a Traffic Control Officer is defined in Section 102-7, as approved by the Engineer/CCEI.

Payment shall be per hour (2 hour minimum) and based on the hours worked by the officer as recorded by the Engineer/CCEI. **(Section 102).**

Basis of payment shall be under:

Item No. 102-14 Traffic Control Officer – per hour.

Portable Changeable Message Sign (PCMS)

The use of PCMS shall be at the discretion and approval of the Engineer/CCEI. Payment shall be based on the number of signs certified as installed/used on the project as recorded by the Engineer/CCEI. **(Section 102).**

Basis of payment shall be under:

Item No. 102-99 Portable Changeable Message Sign – each day.

Rework Existing Asphalt Pavement

This item is intended to make corrections to existing asphalt surfaces using indirect heat primarily to facilitate drainage and eliminate ponding on existing asphalt roadways.

Basis of payment shall be under:

Item No. 324-1 Rework Existing Asphalt Pavement – per square yard.

Manhole and Water Valve Ring Adjustment

The price of this item is for removal/replacement/installation of a manhole riser ring or water valve cover to match the final asphalt surface. **(Section 425).**

Basis of payment shall be under:

Item No. 425-6 Water Valve or Similar Cover Adjustment - each.

Item No. 425-7 Manhole Ring Adjustment - each.

Asphaltic Concrete Curb

The price of this item is for the installation of asphalt curb. Maximum cross-sectional area of 0.5 square feet. **(Section 525).**

Basis of payment shall be under:

Item No. 525-1 Asphaltic Concrete Curb – per linear foot.

GROUP VI

FOB – Items

Price for all items in this group will either be picked up at the asphalt plant by the County or delivered by the contractor where needed for Job Site items. **(Section 320; 334 & 337).**

Basis of payment shall be under:

Item No. 6-1 SP-12.5 Asphaltic Concrete, Traffic C – per ton.

Item No. 6-2 SP-9.5 Asphaltic Concrete, Traffic C – per ton.

Item No. 6-3 Asphaltic Concrete Friction Course, Traffic C, FC-12.5 (PG 76-22) – per ton.

Item No. 6-4 Asphaltic Concrete Friction Course, Traffic C, FC 9.5 (PG 76-22) – per ton.

Item No. 6-5 Asphalt Milling Material – per ton.

Item No. 6-6 Tack Type RS-1/RS-2 – per gallon.

GROUP VII

Regular Excavation

The price for this item includes the grading excavation and removal of all materials.
(Section 120).

Basis of payment shall be under:

Items No. 120-1 Regular Excavation - per cubic yard.

Embankment

The price for this item includes all materials required to build an embankment.
(Section 120).

Basis of payment shall be under:

Item No. 120-6 Embankment- per cubic yard.

Flowable Fill

This item is intended to fill voids, stabilize shoulders on roadway or other location that may require a method of permanently addressing areas of concern, includes all labor, equipment and materials.
(Section 121).

Basis of payment shall be under:

Item No. 121-70 Flowable Fill – per cubic yard.

Type-B Stabilization

The price for Stabilized Sub-grade includes all labor, equipment and materials that will be required to construct and test a 12" Stabilized Sub-grade as specified by (Section 160).

Basis of payment shall be under:

Item No. 160-4 12" Type-B Stabilization LBR 40 – per square yard.

Base

The price for road base shall include all labor, equipment and materials that will be required to construct road base Group (1, 6, & 9). Base groups 1 and 6 shall consist of limerock (LBR 100) only. Base group 9 shall consist of limerock (LBR 100) or 6" Type B-12.5, as specified by the bid documents. (Section 285).

Basis of payment shall be under:

Item No. 285-xxx Base Group- x - per square yard.

Performance Turf, Sod

The price for this item includes all work necessary to prepare the surface and place sod in areas indicated in the bid solicitation. (Section 570).

Basis of payment shall be under:

Item No. 570-1-2 Performance Turf, Sod – per square yard.

Shoulder Rework

The price for this item includes the grading and mixing of roadway shoulders according to FDOT Design Standard Index 105. Sodding of shoulder rework area is included in this item.

Basis of payment shall be under:

Item No. 577-70 Shoulder Rework - per square yard.

NOTES:

- Performance Bond, Payment Bond and Materials and Workmanship Bonds will be required for this project.

Part 4
Price Submittal

IFB-603616-19/BJC - Pavement Management Program

Name of Bidder: Halifax Paving, Inc.

Mailing Address: P.O. Box 730549 Ormond Beach, FL 32173-0549

Street Address: 814 Hull Road

City/State/Zip: Ormond Beach, FL 32174

Phone Number: (386)676-0200 FAX Number: (386)676-0803

E-Mail Address: halifexpaving@cfl.rr.com

Prusuant to and in compliance with the IFB Documents, the undersigned Bidder agrees to provide and furnish any and all of the labor, material, tools, equipment, incidentals and transportation services necessary to complete all of the Work required in connection with the Bid Documents for the amount hereinafter set forth. Bidder declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corperation; and he proposes and agrees, if the bid is accepted, that he / she will accept to enter into an Ageement with the COUNTY in the form set forth in the Purchase Order and solicitation Documents. The cost of the units shall include all costs, including but not limited to:

General Administrative Overhead, fringe and benefits and profit, all documentation required for operation, delivery / transportation of unit(s) to the County's delivery address, indirect costs, i.e., insurance, ect., and indirect labor costs.

Group I - Asphalt	Subtotal: \$	21,326,500.00
Group II - Sand and Seal in-place	Subtotal: \$	85,650.00
Group III - Milling	Subtotal: \$	821,000.00
Group IV - Striping	Subtotal: \$	98,470.00
Group V - Miscellaneous Items	Subtotal: \$	111,000.00
Group VI - Asphalt Materials (materials only)	Subtotal: \$	309,800.00
Group VII - Earthwork	Subtotal: \$	1,191,500.00
TOTAL BID:	\$	23,943,920.00

Performance/Payment/Material-Workmanship Bonds Costs: \$ 150,000.00
(Do not include in Unit Costs)

Attachment: IFB-603616-19_tc-HALIFAX (1) (2020-R-32 : Roadway Resurfacing Program FY2020)



**IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials**

Group I: Asphalt Concrete and Friction Course In-place

Pay Item No.	Item Description	0-50 Tons/Job	51-400 Tons/Job	401-2000 Tons/Job	2001-4000 Tons/Job	Over 4000 Tons/Job	Sum of Extended Costs
334-1-12	Superpave Asphaltic Concrete Traffic Level B	Estimated 50 Tons Total: \$ 10,000.00 Estimated 100 Tons \$ 200.00 /Ton	Estimated 300 Tons Total: \$ 48,000.00 Estimated 600 Tons \$ 160.00 /Ton	Estimated 1,800 Tons Total: \$ 198,000.00 Estimated 2,600 Tons \$ 110.00 /Ton	Estimated 3,800 Tons Total: \$ 361,000.00 Estimated 6,000 Tons \$ 95.00 /Ton	Estimated 6,000 Tons Total: \$ 540,000.00 Estimated 18,000 Tons \$ 90.00 /Ton	\$ 1,157,000.00
334-1-13	Superpave Asphaltic Concrete Traffic Level C	Estimated 50 Tons Total: \$ 20,000.00 Estimated 100 Tons \$ 200.00 /Ton	Estimated 300 Tons Total: \$ 96,000.00 Estimated 600 Tons \$ 160.00 /Ton	Estimated 1,800 Tons Total: \$ 288,000.00 Estimated 2,600 Tons \$ 110.00 /Ton	Estimated 3,800 Tons Total: \$ 570,000.00 Estimated 6,000 Tons \$ 95.00 /Ton	Estimated 6,000 Tons Total: \$ 1,620,000.00 Estimated 18,000 Tons \$ 90.00 /Ton	\$ 2,592,000.00
334-1-52	Superpave Asphaltic Concrete Traffic Level B (PG 76-22)	Estimated 50 Tons Total: \$ 11,000.00 Estimated 100 Tons \$ 220.00 /Ton	Estimated 300 Tons Total: \$ 48,000.00 Estimated 600 Tons \$ 160.00 /Ton	Estimated 1,800 Tons Total: \$ 225,000.00 Estimated 2,600 Tons \$ 125.00 /Ton	Estimated 3,800 Tons Total: \$ 437,000.00 Estimated 6,000 Tons \$ 115.00 /Ton	Estimated 6,000 Tons Total: \$ 690,000.00 Estimated 20,000 Tons \$ 115.00 /Ton	\$ 1,411,000.00
334-1-53	Superpave Asphaltic Concrete Traffic Level C (PG 76-22)	Estimated 50 Tons Total: \$ 22,000.00 Estimated 100 Tons \$ 220.00 /Ton	Estimated 300 Tons Total: \$ 96,000.00 Estimated 600 Tons \$ 160.00 /Ton	Estimated 1,800 Tons Total: \$ 325,000.00 Estimated 2,600 Tons \$ 125.00 /Ton	Estimated 3,800 Tons Total: \$ 920,000.00 Estimated 6,000 Tons \$ 115.00 /Ton	Estimated 6,000 Tons Total: \$ 2,300,000.00 Estimated 20,000 Tons \$ 115.00 /Ton	\$ 3,663,000.00
334-1-57	Superpave Asphaltic Concrete Traffic Level C High Polymer	Estimated 80 Tons Total: \$ 20,000.00 Estimated 100 Tons \$ 250.00 /Ton	Estimated 400 Tons Total: \$ 60,000.00 Estimated 600 Tons \$ 200.00 /Ton	Estimated 1,800 Tons Total: \$ 324,000.00 Estimated 2,000 Tons \$ 180.00 /Ton	Estimated 3,800 Tons Total: \$ 570,000.00 Estimated 6,000 Tons \$ 115.00 /Ton	Estimated 8,000 Tons Total: \$ 840,000.00 Estimated 20,000 Tons \$ 115.00 /Ton	\$ 1,814,000.00
337-7-82	Asphalt Concrete Friction Course Traffic Level C FC-9.5 (PG 76-22)	Estimated 100 Tons Total: \$ 20,000.00 Estimated 100 Tons \$ 200.00 /Ton	Estimated 400 Tons Total: \$ 56,000.00 Estimated 600 Tons \$ 140.00 /Ton	Estimated 2,600 Tons Total: \$ 250,000.00 Estimated 2,600 Tons \$ 125.00 /Ton	Estimated 8,000 Tons Total: \$ 690,000.00 Estimated 8,000 Tons \$ 115.00 /Ton	Estimated 20,000 Tons Total: \$ 920,000.00 Estimated 20,000 Tons \$ 115.00 /Ton	\$ 1,936,000.00
337-7-83	Asphalt Concrete Friction Course Traffic Level C FC-12.5 (PG 76-22)	Estimated 100 Tons Total: \$ 20,000.00 Estimated 100 Tons \$ 200.00 /Ton	Estimated 400 Tons Total: \$ 56,000.00 Estimated 600 Tons \$ 140.00 /Ton	Estimated 2,600 Tons Total: \$ 250,000.00 Estimated 2,600 Tons \$ 125.00 /Ton	Estimated 8,000 Tons Total: \$ 690,000.00 Estimated 8,000 Tons \$ 115.00 /Ton	Estimated 20,000 Tons Total: \$ 920,000.00 Estimated 20,000 Tons \$ 115.00 /Ton	\$ 3,649,000.00

Company Name: Bidder **HALIFAX PAVING, INC.**



**IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials**

Group I: Asphalt Concrete and Friction Course In-place

Pay Item No.	Item Description	0-50 Tons/Job	51-400 Tons/Job	401-2000 Tons/Job	2001-4000 Tons/Job	Over 4000 Tons/Job	Sum of Extended Costs
337-7-85	Asphalt Concrete Friction Course Traffic Level D FC-12.5 (PG 76-22)	Estimated 50 Tons \$ 200.00 /Ton Total: \$ 10,000.00	Estimated 300 Tons \$ 150.00 /Ton Total: \$ 45,000.00	Estimated 1,800 Tons \$ 150.00 /Ton Total: \$ 270,000.00	Estimated 3,800 Tons \$ 125.00 /Ton Total: \$ 475,000.00	Estimated 6,000 Tons \$ 120.00 /Ton Total: \$ 720,000.00	\$ 1,520,000.00
337-7-92	Asphalt Concrete Friction Course Traffic Level C FC-9.5 High Polymer	Estimated 80 Tons \$ 200.00 /Ton Total: \$ 16,000.00	Estimated 300 Tons \$ 200.00 /Ton Total: \$ 60,000.00	Estimated 1,800 Tons \$ 150.00 /Ton Total: \$ 270,000.00	Estimated 3,800 Tons \$ 150.00 /Ton Total: \$ 570,000.00	Estimated 6,000 Tons \$ 140.00 /Ton Total: \$ 840,000.00	\$ 1,756,000.00
337-7-93	Asphalt Concrete Friction Course Traffic Level C FC-12.5 High Polymer	Estimated 80 Tons \$ 200.00 /Ton Total: \$ 16,000.00	Estimated 400 Tons \$ 200.00 /Ton Total: \$ 80,000.00	Estimated 1,800 Tons \$ 150.00 /Ton Total: \$ 270,000.00	Estimated 3,800 Tons \$ 150.00 /Ton Total: \$ 570,000.00	Estimated 6,000 Tons \$ 140.00 /Ton Total: \$ 840,000.00	\$ 1,776,000.00
339-1	Miscellaneous Asphalt Pavement	Estimated 50 Tons \$ 250.00 /Ton Total: \$ 12,500.00	Estimated 200 Tons \$ 200.00 /Ton Total: \$ 40,000.00				\$ 52,500.00
TOTAL FOR GROUP I							\$ 21,326,500.00

Company Name: Bidder *HALIFAX PAVING, Inc.*



**IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials**

Group II: Sand and Seal in-place

Pay Item No.	Item Description	0-1000 SY/Job	1001-2000 SY/Job	2001-3000 SY/Job	Over 3000 SY/Job	Sum of Extended Costs
2-1	Prime and Sand	Estimated 500 SY \$ 1.50 /SY Total: \$ 750.00	Estimated 1500 SY \$ 1.00 /SY Total: \$ 1,500.00	Estimated 2500 SY \$ 0.90 /SY Total: \$ 2,250.00	Estimated 3500 SY \$ 0.90 /SY Total: \$ 3,150.00	\$ 7,650.00
341-1-1	(Section 916) Asphalt Membrane Interlayer	Estimated 500 SY \$ 25.00 /SY Total: \$ 12,500.00	Estimated 1500 SY \$ 12.00 /SY Total: \$ 18,000.00	Estimated 2500 SY \$ 8.50 /SY Total: \$ 21,250.00	Estimated 3500 SY \$ 7.50 /SY Total: \$ 26,250.00	\$ 78,000.00
TOTAL FOR GROUP II						\$ 85,650.00

Company Name: Bidder *HALIFAX PAVING, INC.*



**IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials**

Group III: Milling Existing Asphalt Pavement In-place

Pay Item No.	Item Description	0-1000 SY/Job	1001-2000 SY/Job	2001-3000 SY/Job	Over 3000 SY/Job	Sum of Extended Costs
327-70-A	Milling Existing Asphalt Pvmnt. (Contractor's Plant) Milled Material becomes property of the Contractor	Estimated 1,000 SY \$ 5.00 /SY Inch Total: \$ 5,000.00	Estimated 2,000 SY \$ 4.00 /SY Inch Total: \$ 8,000.00	Estimated 8,000 SY \$ 3.00 /SY Inch Total: \$ 24,000.00	Estimated 30,000 SY \$ 1.50 /SY Inch Total: \$ 45,000.00	\$ 82,000.00
327-70-B	Milling Existing Asphalt Pvmnt. (Yankee Lake Yard) Milled Material delivered to: 501 Yankee Lake Rd. Sanford FL, 32771	Estimated 1,000 SY \$ 10.00 /SY Inch Total: \$ 10,000.00	Estimated 3,000 SY \$ 7.00 /SY Inch Total: \$ 21,000.00	Estimated 10,000 SY \$ 5.00 /SY Inch Total: \$ 50,000.00	Estimated 40,000 SY \$ 4.00 /SY Inch Total: \$ 160,000.00	\$ 241,000.00
327-70-C	Milling Existing Asphalt Pvmnt. (Oviedo Yard) Milled Material delivered to: 1620 N. County Rd 426 Oviedo, FL 32765	Estimated 1,000 SY \$ 10.00 /SY Inch Total: \$ 10,000.00	Estimated 4,000 SY \$ 7.00 /SY Inch Total: \$ 28,000.00	Estimated 12,000 SY \$ 5.00 /SY Inch Total: \$ 60,000.00	Estimated 50,000 SY \$ 4.00 /SY Inch Total: \$ 200,000.00	\$ 298,000.00
327-70-D	Milling Existing Asphalt Pvmnt. (5 Points Yard) Milled Material delivered to: 4170 S. Orlando Drive Sanford FL, 32773	Estimated 1,000 SY \$ 10.00 /SY Inch Total: \$ 10,000.00	Estimated 2,000 SY \$ 7.00 /SY Inch Total: \$ 14,000.00	Estimated 6,000 SY \$ 5.00 /SY Inch Total: \$ 30,000.00	Estimated 20,000 SY \$ 4.00 /SY Inch Total: \$ 80,000.00	\$ 134,000.00
327-70-E	Milling Existing Asphalt Pvmnt. (Relocate) Milled Material delivered to: Location within 5 miles of Project Limits	Estimated 1,000 SY \$ 8.00 /SY Inch Total: \$ 8,000.00	Estimated 2,000 SY \$ 6.00 /SY Inch Total: \$ 12,000.00	Estimated 4,000 SY \$ 4.00 /SY Inch Total: \$ 16,000.00	Estimated 10,000 SY \$ 3.00 /SY Inch Total: \$ 30,000.00	\$ 66,000.00
Total For Group III						\$ 821,000.00

Company Name: Bidder *HALIFAX PAVEMENT, INC.*



**IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials**

Group IV: Temporary Pavement Marking in-place

Pay Item No.	Item Description	Estimated Qty.	Units	Unit Cost	Sum of Extended Cost
102-78	Temporary Retroreflective Pavement Markers	2,000	EA	\$ 6.00	\$ 12,000.00
102-911-2	Removable Tape, White/Black, Solid, 6"	1,000	LF	\$ 4.00	\$ 4,000.00
102-912-2	Removable Tape, Yellow, Solid, 6"	1,000	LF	\$ 4.00	\$ 4,000.00
710-11-121	Temporary Pavement Markings, Paint, White, Solid, 6"	20,000	LF	\$ 0.50	\$ 10,000.00
710-11-123	Temporary Pavement Markings, Paint, White, Solid, 12"	4,000	LF	\$ 5.00	\$ 20,000.00
710-11-125	Temporary Pavement Markings, Paint, White, Solid, 24"	2,000	LF	\$ 6.00	\$ 12,000.00
710-11-221	Temporary Pavement Markings, Paint, Yellow, Solid, 6"	30,000	LF	\$ 0.50	\$ 15,000.00
710-11-224	Temporary Pavement Markings, Paint, Yellow, Solid, 18"	2,000	LF	\$ 5.50	\$ 11,000.00
710-11-160-B	Temporary Pavement Markings, Paint, White, Message, "SCHOOL"	20	EA	\$ 85.00	\$ 1,700.00
710-11-160-C	Temporary Pavement Markings, Paint, White, Message, "MERGE"	5	EA	\$ 85.00	\$ 425.00
710-11-160-E	Temporary Pavement Markings, Paint, White, Message, "RIGHT"	10	EA	\$ 85.00	\$ 850.00
710-11-160-F	Temporary Pavement Markings, Paint, White, Message, "TRIAL"	5	EA	\$ 85.00	\$ 425.00
710-11-160-G	Temporary Pavement Markings, Paint, White, Message, "XING"	5	EA	\$ 85.00	\$ 425.00
710-11-160-H	Temporary Pavement Markings, Paint, White, Message, "LEFT"	10	EA	\$ 85.00	\$ 850.00
710-11-160-J	Temporary Pavement Markings, Paint, White, Message, "TURN"	5	EA	\$ 85.00	\$ 425.00
710-11-160-K	Temporary Pavement Markings, Paint, White, Message, "LANE"	5	EA	\$ 85.00	\$ 425.00
710-11-160-L	Temporary Pavement Markings, Paint, White, Message, "ONLY"	10	EA	\$ 85.00	\$ 850.00
710-11-160-P	Temporary Pavement Markings, Paint, White, Message, "RXR"	20	EA	\$ 52.00	\$ 1,040.00
710-11-170	Temporary Pavement Markings, Paint, White, Arrow (Single)	50	EA	\$ 50.00	\$ 2,500.00
710-11-170-A	Temporary Pavement Markings, Paint, White, Arrow (Turn & Thru)	10	EA	\$ 50.00	\$ 500.00
710-11-180	Temporary Pavement Markings, Paint, White, Yield Line	10	LF	\$ 5.50	\$ 55.00
TOTAL FOR GROUP IV					\$ 98,470.00

Company Name: Bidder *HALIFAX PAVING, Inc.*



**IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials**

Group V: Misc. Items - LD's, Mobilization, MOT, Traffic Control Officer, PCMS, Rework Exist. Asph., Utility Valve & MH Adjust, Asph. Curb

Pay Item No.	Description	Quantity	Sum of Extended Cost
5-1	Liquidated Damages LD (For Major Roads) (For use on Projects having a defined number of contract days for time of completion as advertised in the individual bid solicitation for that Project.)	Estimated 1 Each per Project -1,000.00 ED Total: -\$1,000.00	Do Not Include this Item in Bid Total
5-2	Liquidated Damages LD (For Minor Streets/Roads) (For use on Projects having a defined number of contract days for time of completion as advertised in the individual bid solicitation for that Project.)	Estimated 1 Each per Project -\$500.00 ED Total: -\$500.00	Do Not Include this Item in Bid Total
101-1	Mobilization Charge (not to exceed 5% of contract total) Includes all Labor, Equipment and Materials.	Estimated 1 Each per Project Not to Exceed 5% of Contract Total	Do Not Include this Item in Bid Total
101-2	Mobilization Charge for 24-hour Emergency Response. Includes all Labor, Equipment and Materials	Estimated 1 EA per Response \$ 10,000.00 /EA	\$ 10,000.00
102-1	Maintenance of Traffic Includes all Labor, Equipment and Materials. (not to exceed \$1500 per day)	Estimated 30 ED \$ 1,500.00 /ED	\$ 45,000.00
102-14	Traffic Control Officer 2 Hours Minimum + Travel Time	Estimated 100 HR \$ 75.00 /HR	\$ 7,500.00
102-99	Portable Changeable Message Sign	Estimated 1,000 ED \$ 20.00 /ED	\$ 20,000.00
324-1	Rework Existing Asphalt Pavement Using Indirect Heat	Estimated 800 SY \$ 20.00 /SY	\$ 16,000.00
425-6	Water Valve or Similar Cover Adjustment	Estimated 25 EA \$ 100.00 /EA	\$ 2,500.00
425-7	Manhole Ring Adjustment	Estimated 25 EA \$ 200.00 /EA	\$ 5,000.00
525-1	Asphaltic Concrete Curb	Estimated 500 LF \$ 10.00 /LF	\$ 5,000.00
TOTAL FOR GROUP V			\$ 111,000.00

Company Name: Bidder *HALIFAX PAVING, INC.*



**IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials**

Group VI: Asphalt Materials - FOB @ Plant and FOB to Job Site

Pay Item No.	Description	FOB Plant	FOB Job Site	Sum of Extended Cost
6-1	SP-12.5 Hot Mix Asphaltic Concrete Traffic Level C (Section 334)	Estimated 1000 Tons \$ 75.00 /Ton Total: \$ 75,000.00	Estimated 200 Tons \$ 100.00 /Ton Total: \$ 20,000.00	\$ 95,000.00
6-2	SP-9.5 Hot Mix Asphaltic Concrete Traffic Level C (Section 334)	Estimated 1000 Tons \$ 75.00 /Ton Total: \$ 75,000.00	Estimated 200 Tons \$ 100.00 /Ton Total: \$ 20,000.00	\$ 95,000.00
6-3	Asphalt Concrete Friction Course Traffic Level C FC-12.5 (PG 76-22) (Section 337)	Estimated 200 Tons \$ 92.00 /Ton Total: \$ 18,400.00	Estimated 200 Tons \$ 120.00 /Ton Total: \$ 24,000.00	\$ 42,400.00
6-4	Asphalt Concrete Friction Course Traffic Level C FC-9.5 (PG 76-22) (Section 337)	Estimated 200 Tons \$ 92.00 /Ton Total: \$ 18,400.00	Estimated 200 Tons \$ 120.00 /Ton Total: \$ 24,000.00	\$ 42,400.00
6-5	Asphalt Milling Material	Estimated 500 Tons \$ 20.00 /Ton Total: \$ 10,000.00	Estimated 500 Tons \$ 40.00 /Ton Total: \$ 20,000.00	\$ 30,000.00
6-6	Tack Type RS-1/RS-2 (Section 300)	Estimated 1000 Gallons \$ 5.00 /Gal Total: \$ 5,000.00		\$ 5,000.00
TOTAL FOR GROUP VI				\$ 309,800.00

Company Name: Bidder *HALIFAX PAVING, INC.*



**IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials**

Group VII: Earthwork

Pay Item No.	Description	0-50 CY/Job	51-100 CY/Job	101-500 CY/Job	Over 500 CY/Job	Sum of Extended Cost
120-1	Regular Excavation	Estimated 50 CY \$ 200.00 /CY Total: \$ 10,000.00	Estimated 100 CY \$ 150.00 /CY Total: \$ 15,000.00	Estimated 500 CY \$ 65.00 /CY Total: \$ 32,500.00	Estimated 800 CY \$ 50.00 /CY Total: \$ 40,000.00	\$ 97,500.00
120-6	Embankment	Estimated 50 CY \$ 20.00 /CY Total: \$ 1,000.00	Estimated 100 CY \$ 20.00 /CY Total: \$ 2,000.00	Estimated 500 CY \$ 20.00 /CY Total: \$ 10,000.00	Estimated 800 CY \$ 20.00 /CY Total: \$ 16,000.00	\$ 29,000.00
121-70	Flowable Fill	Estimated 50 CY \$ 250.00 /CY Total: \$ 12,500.00	Estimated 100 CY \$ 200.00 /CY Total: \$ 20,000.00			\$ 32,500.00
Pay Item No.	Description	0-500 SY/Job	501-1000 SY/Job	1001-1500 SY/Job	Over 1500 SY/Job	
160-4	12 " Type B Stabilization LBR 40	Estimated 500 SY \$ 15.00 /SY Total: \$ 7,500.00	Estimated 2000 SY \$ 12.00 /SY Total: \$ 24,000.00	Estimated 3000 SY \$ 10.00 /SY Total: \$ 30,000.00	Estimated 4000 SY \$ 10.00 /SY Total: \$ 40,000.00	\$ 101,500.00
285-701	Base Group 01 (4" Limerock LBR 100)	Estimated 500 SY \$ 15.00 /SY Total: \$ 7,500.00	Estimated 1000 SY \$ 12.00 /SY Total: \$ 12,000.00	Estimated 1500 SY \$ 12.00 /SY Total: \$ 18,000.00	Estimated 2000 SY \$ 12.00 /SY Total: \$ 24,000.00	\$ 61,500.00

Company Name: Bidder *HALIFAX PAVING, INC.*



**IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials**

Group VII: Earthwork

Pay Item No.	Description	0-500 SY/Job	501-1000 SY/Job	1001-1500 SY/Job	Over 1500 SY/Job	Sum of Extended Cost
285-706	Base Group 06 (8" Limerock LBR 100)	Estimated 500 SY \$ 20.00 /SY Total: \$ 10,000.00	Estimated 1000 SY \$ 15.00 /SY Total: \$ 15,000.00	Estimated 1500 SY \$ 15.00 /SY Total: \$ 22,500.00	Estimated 2000 SY \$ 15.00 /SY Total: \$ 30,000.00	\$ 77,500.00
285-709-A	Base Group 09 (10" Limerock LBR 100)	Estimated 500 SY \$ 25.00 /SY Total: \$ 12,500.00	Estimated 1000 SY \$ 20.00 /SY Total: \$ 20,000.00	Estimated 1500 SY \$ 20.00 /SY Total: \$ 30,000.00	Estimated 2000 SY \$ 20.00 /SY Total: \$ 40,000.00	\$ 102,500.00
285-709-B	Base Group 09 (6" Type B-12.5)	Estimated 500 SY \$ 70.00 /SY Total: \$ 35,000.00	Estimated 2000 SY \$ 65.00 /SY Total: \$ 130,000.00	Estimated 3000 SY \$ 65.00 /SY Total: \$ 195,000.00	Estimated 4000 SY \$ 65.00 /SY Total: \$ 260,000.00	\$ 620,000.00
570-1-2	Performance Turf, Sod	Estimated 500 SY \$ 5.00 /SY Total: \$ 2,500.00	Estimated 1000 SY \$ 4.00 /SY Total: \$ 4,000.00	Estimated 1500 SY \$ 3.00 /SY Total: \$ 4,500.00	Estimated 2000 SY \$ 3.00 /SY Total: \$ 6,000.00	\$ 17,000.00
577-70	Shoulder Rework	Estimated 500 SY \$ 15.00 /SY Total: \$ 7,500.00	Estimated 1000 SY \$ 10.00 /SY Total: \$ 10,000.00	Estimated 1500 SY \$ 10.00 /SY Total: \$ 15,000.00	Estimated 2000 SY \$ 10.00 /SY Total: \$ 20,000.00	\$ 52,500.00
TOTAL FOR GROUP VII						\$ 1,191,500.00

Company Name: Bidder *HALIFAX PAVING, INC.*



**IFB-603616-19/BJC - Pavement Management Program Services
Road Construction Products & Related Materials**

Totals: Group I thru VII

Group No.	Group Description	Totals
Group I	Asphalt Concrete and Friction Course in-place	\$ 21,326,500.00
Group II	Sand and Seal in-place	\$ 85,650.00
Group III	Milling Existing Asphalt Pavement in-place	\$ 821,000.00
Group IV	Temporary Pavement Marking in-place	\$ 98,470.00
Group V	Misc. Items - LD's, MOB, MOT, Traffic Control Officer, PCMS, Valve & MH Adjust, Asph. Curb	\$ 111,000.00
Group VI	Asphalt Materials - FOB @ Plant and FOB to Job Site	\$ 309,800.00
Group VII	Earthwork	\$ 1,191,500.00
TOTAL GROUP I THRU VII		\$ 23,943,920.00

Company Name: Bidder *HALIFAX PAVING, INC.*

FLORIDA SALES: 85-8013708974C-0
FEDERAL SALES/USE: 59-6000856

**Board of County Commissioners
PURCHASE ORDER**



ORDER NUMBER:

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE
MUST REFER TO THIS ORDER NUMBER

ORDER DATE	
REQUISITION	
REQUESTOR	
VENDOR #	

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ORDER INQUIRIES

PURCHASING AND CONTRACT DIVISION
1301 EAST SECOND STREET
SANFORD FLORIDA 32771
PHONE (407) 665-7116 / FAX (407) 665-7956
ANALYST

EXHIBIT B

DELIVERY

ITEM #	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE

**THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS
ON THE REVERSE SIDE OF THIS ORDER.**

TOTAL AMOUNT

SUBMIT ALL INVOICES IN DUPLICATE TO:
CLERK - B.C.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32772
Accts. Payable Inquiries - Phone (407) 665 7656

Terms and Conditions

1. AGREEMENT. This Purchase Order including these terms, conditions, and other referenced documents such as solicitations, specifications, and responses constitute the sole and entire agreement between the parties hereto. The County does hereby retain the Supplier to furnish those services/commodities and perform those tasks as described in this purchase order and as further described in the scope of services, attached hereto and incorporated herein, if applicable. This order shall be construed and interpreted under the laws of the State of Florida. Jurisdiction and venue, with respect to any suit in connection with this order, shall reside in Seminole County, Florida.

2. DELIVERY OF GOODS AND SERVICES. Failure to deliver the items or provide the service hereby ordered strictly within the time specified shall entitle the County to cancel this order holding the Supplier accountable therefore, and may charge the Supplier with any increased cost or other loss incurred thereon pursuant to Chapter 672 of the Florida Statutes, unless deferred shipment is requested and agreed to by the County in writing. Payment or acceptance of any item after the delivery date shall not constitute a waiver of the County's right to cancel this order with respect to subsequent deliveries.

3. WARRANTY. Supplier warrants all materials and services covered by this order to conform strictly to the specifications, drawings, or samples as specified or furnished, and to be free from latent or patent defects in material or workmanship. If no quality is specified, the Supplier warrants to County that the goods or service shall be of the best grade of their respective kinds, or will meet or exceed the applicable standards for the industry represented, and is fit for County's particular purpose. Supplier further warrants that at the time the goods or services are accepted by County, they shall have been produced, sold, delivered, and furnished in strict compliance with all applicable Federal and State laws, municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods or services are subject. In addition to, and not in lieu of the above, that at the time of acceptance, the goods or services are applicable, meet or exceed the applicable standards imposed by (a) Consumer Product Safety Act, (b) Occupational Safety and Health Act (Public Law 91-5961, as amended), (c) Fair Labor Standards Act, as amended, and (d) the goods and services furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership, or association.

4. MODIFICATIONS. This order can be modified or rescinded only in writing by the parties or their duly authorized agents.

5. TERMINATION. The County may, by written notice to the Supplier, terminate this order, in whole or in part, at any time, either for the County's convenience or because of the failure of the Supplier to fulfill Supplier's agreement obligations. Upon receipt of such notice, Supplier shall discontinue all deliveries affected unless the notice directs otherwise. In such event, County shall be liable only for materials or components procured, or work done, or supplies partially fabricated within the authorization of this order. In no event shall County be liable for incidental or consequential damages by reason of such termination.

6. INDEMNIFICATION. Supplier agrees to protect, indemnify, save, and hold harmless County, its officers, and employees from and against all losses, costs, and expenses, and from and against all claims, demands, suits, and actions for damages, losses, costs, and expenses and from and against all liability awards, claims of patent infringement, judgments, and decrees of whatsoever nature for any and all damages to property of the County or others of whatsoever nature and for any and all injury to any persons arising out of or resulting from the negligence of Supplier, breach of this order in the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the order, specification, or other data, or from the breach of any express or implied warrants. The remedies afforded to the County by this clause are cumulative with, and in no way affect any other legal remedy the County may have under this order or at law.

7. INSURANCE. Supplier shall obtain and maintain in force adequate insurance as directed by the County. Supplier may also be required to carry workers' compensation insurance in accordance with the laws of the State of Florida. Supplier shall furnish County with Certificate of Insurance for all service related purchase orders and other specialized services performed at Supplier's location. Any certificate requested shall be provided to the Purchasing and Contracts Division within ten (10) days from notice. Supplier shall notify the County in the event of cancellation, material change, or alteration related to the Supplier's Insurance Certificate. **All policies shall name Seminole County as an additional insured.**

8. INSPECTION. All goods and services are subject to inspection and rejection by the County at any time including during their manufacture, construction, or preparation notwithstanding any prior payment or inspection. Without limiting any of the rights it may have, the County, at

is option, may require the Supplier, at the Supplier's expense, to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services, or (b) to refund the price of any or all rejected goods or services. All such rejected goods will be held for the Supplier's prompt inspection at the Supplier's risk. Nothing contained herein shall relieve, in any way, the Supplier from the obligation of testing, inspection, and quality control.

9. TAXES. Seminole County Government is a non-profit organization and not subject to tax.

10. FLORIDA PROMPT PAYMENT ACT. Suppliers shall be paid in accordance with the State of Florida Prompt Payment Act, Section 218.70, Florida Statutes, upon submission of proper invoice(s) to County Clerk of the Court and Comptroller, P. O. Box 8080, Sanford, Florida 32772. Invoices are to be billed at the prices stipulated on the purchase order. All invoices must reference Seminole County's order number.

11. PAYMENT TERMS. It shall be understood that the cash discount period to the County will be from the date of the invoice and not from the receipt of goods/services.

12. PRICE PROTECTION. Supplier warrants that the price(s) set forth herein are equal to the lowest net price and the terms and conditions of sale are as favorable as the price(s), terms, and conditions afforded by the Supplier to any other customer for goods or services of comparable grade or quality during the term hereof. Supplier agrees that any price reductions made in the goods or services covered by this order, subsequent to its acceptance but prior to payment thereof, will be applicable to this order.

13. PACKAGING AND SHIPPING. Unless otherwise specified, all products shall be packed, packaged, marked, and otherwise prepared for shipment in a manner that is: (a) in accordance with good commercial practice; and (b) acceptable to common carriers for shipment at the lowest rate for the particular product, and in accordance with ICC regulations, and adequate to insure safe arrival of the product at the named destination and for storage and protection against weather. Supplier shall mark all containers with necessary lifting, handling, and shipping information, and also this order number, date of shipment, and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment. All shipments, unless specified differently, shall be FOB destination.

14. QUANTITY. The quantities of goods, as indicated on the face hereof, must not be exceeded without prior written authorization from County. Excess quantities may be returned to Supplier at Supplier's expense.

15. ASSIGNMENT. Supplier may not assign, transfer, or subcontract this order or any right or obligation hereunder without County's written consent. Any purported assignment transfer or subcontract shall be null and void.

16. EQUAL OPPORTUNITY EMPLOYER. The County is an Equal Employment Opportunity (EEO) employer, and as such requires all Suppliers or vendors to comply with EEO regulations with regards to gender, age, race, veteran status, country of origin, and creed as may be applicable to the Supplier. Any subcontracts entered into shall make reference to this clause with the same degree of application being encouraged. When applicable, the Supplier shall comply with all State and Federal EEO regulations.

17. RIGHT TO AUDIT RECORDS. The County shall be entitled to audit the books and records of Supplier to the extent that such books and records relate to the performance of the order or any supplement to the order. Supplier shall maintain such books and records for a period of three (3) years from the date of final payment under the order unless the County otherwise authorizes a shorter period in writing.

18. FISCAL YEAR FUNDING APPROPRIATION. Unless otherwise provided by law, a order for supplies and/or services may be entered into for any period of time deemed to be in the best interest of the County provided the term of the order and conditions of renewal or extension, if any, are included in the solicitations, and funds are available for the initial fiscal period of the order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by County.

19. FAILURE TO ACCEPT PURCHASE ORDER. Failure of the Supplier to accept the order as specified may be cause for cancellation of the award. Suppliers who default are subject to suspension and/or debarment.

20. AGREEMENT AND PURCHASE ORDER IN CONFLICT. Whenever the terms and conditions of the Main/Master Agreement conflict with any Purchase Order issued pursuant to it, the Main/Master Agreement shall prevail.

21. FLORIDA PUBLIC RECORDS ACT. Vendor must allow public access to all documents, papers, letters or other material, whether made or received in conjunction with this Purchase Order which are subject to the public records act, Chapter 119, *Florida Statutes*.

Rev. 6/2017

Attachment: IFB-603616-19 tc-HALIFAX (1) (2020-R-32 : Roadway Resurfacing Program FY2020)



Brown & Brown of Florida, Inc.
P.O. Box 2412 • Daytona Beach, FL 32115-2412
386/252-9601 • 800/877-2769

December 13, 2019

Seminole County
1101 East 1st Street
Sanford, FL 32771

Re: Halifax Paving, Inc.

Obligee:	Seminole County
Project:	Term Contract for Pavement Management Program Services, IFB-603616-19/BJC
Bond No.:	107168205
Bond Amount:	\$500,000.00

Gentlemen:

You are hereby authorized to date the Performance/Payment Bond and Power of Attorney on or after the date of the contract on the above project, provided that the contract is executed within a reasonable amount of time and that there are no material modifications to the contract the subject bond covers.

Travelers Casualty and Surety Company of America

A handwritten signature in black ink, appearing to read 'Tyler D. DeBord', written over a horizontal line.

Attorney-In-Fact

Attachment: IFB-603616-19_tc-HALIFAX (1) (2020-R-32 : Roadway Resurfacing Program FY2020)

Bond No. 107168205

PERFORMANCE BOND
 (\$500,000.00)
 Seminole County Contract No. IFB-603616-19/BJC

KNOW ALL MEN BY THESE PRESENTS that:Halifax Paving, Inc.

(Name of CONTRACTOR)

814 Hull Road, Ormond Beach, FL 32174

(Address of CONTRACTOR)

CONTRACTOR's Telephone Number: 386-676-0200a Corporation

(Corporation, Partnership, or Individual)

hereinafter called Principal, and Travelers Casualty and Surety Company of America

(Name of Surety)

One Tower Square, Hartford, CT 06183

(Address of Surety)

Surety's Telephone Number: 407-388-7822

hereinafter called Surety, are held and firmly bound unto SEMINOLE COUNTY, 1101 East First Street, Sanford, Florida 32771, hereinafter called COUNTY, in the sum of Five Hundred & 00/100 DOLLARS (\$ 500,000.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. The sum shall not be less than five hundred thousand (\$500,000.00).

COUNTY's telephone number is (407) 665-7116. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Agreement with COUNTY, dated the 26 day of December, 2019, a copy of which is hereto attached and made a part hereof for the Pavement Management Program in Seminole County.

Legal Description of Property: Seminole CountyPavement Management Program in Seminole County

General description of the Work: The CONTRACTOR is responsible for all labor, materials, equipment, coordination, and incidentals necessary for all Work related to the Pavement Management Program within Seminole County.

This Bond is being entered into to satisfy the requirements of Section 255.05, Florida Statutes, and the Agreement referenced above, as the same may be amended.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs its duties, all the covenants, terms, conditions, and agreements of said Agreement including, but not limited, to the guaranty period and the warranty provisions, in the time and manner prescribed in the Agreement; and
2. Pays COUNTY all liquidated damages, losses, damages, delay damages, expenses, costs, and attorneys fees, including costs and attorneys fees on appeal that COUNTY sustains resulting from any breach or default by Principal under the Agreement

then this bond is void; otherwise it shall remain in full force and effect.

The coverage of this Performance Bond is co-equal with each and every obligation of the Principal under the above-referenced Agreement and the Contract Documents of which the Agreement is a part except that the coverage of the Performance Bond is limited to 100 percent of the Contract Price.

In the event that the Principal shall fail to perform any of the terms, covenants, and conditions of the Agreement and the Contract Documents of which the Agreement is a part during the period in which this Performance Bond is in effect, the Surety shall remain liable to COUNTY for all such direct loss or damage (including reasonable attorneys fees and costs and attorneys fees and costs on appeal) resulting from any failure to perform, up to \$500,000.00 and for Indirect damages as determined by COUNTY up to an additional twenty percent (20%) over the adjusted amount.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold COUNTY harmless from any and all loss, damage, cost, and expense, including reasonable attorneys fees and costs for all trial and appellate proceedings, resulting from the Surety's failure to fulfill its obligations hereunder up to \$500,000.00.

The Surety stipulates and agrees that its obligation is to perform the Principal's Work under the Agreement under the Bond. The following preventative options by the Surety are encouraged; however, preventative options shall not be considered under the Bond: (i) Surety's financing of the Principal to keep Principal from defaulting under the Contract Documents; and (ii) Surety's offers to COUNTY to buy back the Bond. The Surety agrees that its obligation under the bond is to: (i) take over performance of the Principals' Work and be the completing Surety even if performance of the Principal's Work exceeds the adjusted Principals' Contract Price; or (ii) re-bid and re-let the Principals' Work to a completing contractor with Surety remaining liable for the completing contractor's performance of the Principal's Work and furnishing adequate funds to complete the Work. The Surety acknowledges that its cost of completion upon default by the

Principal may exceed the Contract Price. In any event, the Principal's Contract Time is of the essence and applicable delay damages are not waived by COUNTY.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon COUNTY's pursuit of its remedies against Principal, however, such obligation shall only arise upon a declaration of default of the Principal and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Agreement entered into by COUNTY and Principal without Surety's knowledge or consent; and (ii) the discharge of Principal as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same maybe amended, or any similar state or federal law, or any limitations of the liability of Principal or its estate as a result of any such proceeding.

Any changes in or under the Agreement and Contract Documents and compliance or noncompliance with any formalities connected with the Agreement or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. However, in the event Change Orders (unilateral or directive change orders and bilateral change orders) or other modifications to the Agreement and Contract Documents are executed exceeding 110 percent of the contract price, the Surety shall be notified by COUNTY of such increased by COUNTY, and the Principal shall be required to increase the sum of the Bond to be commensurate with the increased Contract Price.

The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.

This Performance Bond is intended to comply with the requirements of Section 255.05, Florida Statutes, as amended, and additionally, to provide contract rights more expansive than as required by statute.

(End of Document – Signature Pages Follow)

Attachment: IFB-603616-19_tc-HALIFAX (1) (2020-R-32 : Roadway Resurfacing Program FY2020)

IN WITNESS WHEREOF, this instrument is executed this 17th day of December, 2019.

ATTEST:

PRINCIPAL/CONTRACTOR

Halifax Paving, Inc.

By: Amanda L Durrance
(Secretary)

By: [Signature]
(Officer)

Name: AMANDA L DURRANCE
(Typed or Printed)

Name: Joseph Durrance
(Typed or Printed)

Title: Vice President

Address: 814 Hull Road

City, ST ZIP: Ormond Beach, FL 32174

[Signature]
Witness Sandra L. Arcieri

Print Name Sherril Kureman

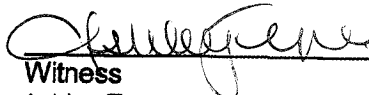
Witness SHERRI KUNEMAN
Print Name

(Surety Signature Page Follows)

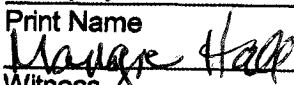
ATTEST:

By: Not Applicable
(Secretary)

Name: _____
(Typed or Printed)



Witness
Ashley Tyree

Print Name


Witness
Margie Hall

Print Name

SURETY

Travelers Casualty and Surety Company of America

By: 
(Officer)

Name: Tyler D. DeBord
(Typed or Printed)

Title: Attorney-In-Fact

Address: PO Box 2412

City, ST ZIP: Daytona Beach, FL 32115

Ph: 386-239-5703

NOTE: Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is a Partnership, all partners shall execute the Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by COUNTY.

All bonds shall be originals and issued or countersigned by a local producing agent who is authorized to operate in the State of Florida. Attorneys-in-fact who sign Bid Bonds or Performance/Payment Bonds must file with such bond a certified copy of their Power of Attorney to sign such Bond. **Agents of Surety companies must list their name, address, and telephone number on all Bonds.**

Bond No. 107168205

PAYMENT BOND

(\$500,000.00)

Seminole County Contract No. IFB-603616-19/BJC

KNOW ALL MEN BY THESE PRESENTS that:Halifax Paving, Inc.

(Name of CONTRACTOR)

814 Hull Road, Ormond Beach, FL 32174

(Address of CONTRACTOR)

CONTRACTOR's Telephone Number: 386-676-0200a Corporation

(Corporation, Partnership, or Individual)

hereinafter called Principal, and Travelers Casualty and Surety Company of America

(Name of Surety)

One Tower Square, Hartford, CT 06183

(Address of Surety)

Surety's Telephone Number: 407-388-7822

hereinafter called Surety, are held and firmly bound unto SEMINOLE COUNTY, 1101 East First Street, Sanford, Florida 32771, hereinafter called COUNTY, in the sum of Five Hundred Thousand DOLLARS (\$500,000.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

COUNTY's telephone number is (407) 665-7116. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Agreement with COUNTY, dated the 26 day of December, 2019, a copy of which is hereto attached and made a part hereof for the Pavement Management Program in Seminole County.

Legal Description of Property: Seminole CountyPavement Management Program in Seminole County

General description of the Work: The CONTRACTOR is responsible for all labor, materials, equipment, coordination, and incidentals necessary for all Work related to Pavement Management Program within Seminole County.

PAYMENT BOND

Attachment: IFB-603616-19 tc-HALIFAX (1) (2020-R-32 : Roadway Resurfacing Program FY2020)

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Agreement, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

1. This Bond is furnished for the purpose of complying with the requirements of Section 255.05, Florida Statutes, as same may be amended.
2. It is a specific condition of this Bond that a claimant's right of action on the Bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.
3. This Bond is conditioned that CONTRACTOR shall promptly make payments to all persons defined in Section 713.05, Florida Statutes, whose claims derive from the prosecution of the Work provided for in the Agreement.

Therefore, a claimant, except a laborer, who is not in privity with the CONTRACTOR shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish CONTRACTOR with a notice that (s)he may look to the Bond for protection. A claimant who is not in privity with the CONTRACTOR and who has not received payment for his/her labor, materials, supplies, or rental equipment within ninety (90) days after final furnishing of the labor, services, materials, or equipment by claimant, deliver to CONTRACTOR and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials, or supplies may be instituted against CONTRACTOR or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

4. Any changes in or under the Agreement or Contract Documents and compliance or noncompliance with any formalities connected with the Agreement or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the sum of this Bond shall increase or decrease in accordance with the Change Orders (unilateral or directive change orders and bilateral change orders) or other modifications to the Agreement or Contract Documents.
5. The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other. The Payment Bond shall be construed as a statutory Payment Bond under Section 255.05, Florida Statutes, and not as a common law bond.

PAYMENT BOND

IN WITNESS WHEREOF, this instrument is executed this 17th day of December, 2019.

ATTEST:

PRINCIPAL/CONTRACTOR

Halifax Paving, Inc.

By: Amanda L Durrance
(Secretary)

By: [Signature]
(Officer)

Name: AMANDA L DURRANCE
(Typed or Printed)

Name: Joseph Durrance
(Typed or Printed)

Title: Vice - President

Address: 814 Hull Road

City, ST ZIP: Ormond Beach, FL 32174

[Signature]
Witness
Sandra L. Arcieri
Print Name
Sherri Kuneman
Witness
SHERRI KUNEMAN
Print Name

(Surety Signature Page Follows)

PAYMENT BOND

Attachment: IFB-603616-19 tc-HALIFAX (1) (2020-R-32 : Roadway Resurfacing Program FY2020)

ATTEST:

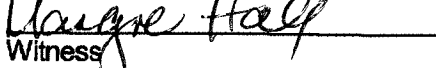
By: Not Applicable
(Secretary)

Name: _____
(Typed or Printed)


Witness

Ashley Tyree

Print Name

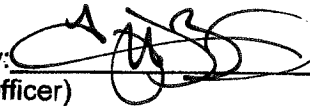

Witness

Margie Hall

Print Name

SURETY

Travelers Casualty and Surety Company of America

By: 
(Officer)

Name: Tyler D. DeBord
(Typed or Printed)

Title: Attorney-In-Fact

Address: PO Box 2412

City, ST ZIP: Daytona Beach, FL 32115

Ph: 386-239-5703

NOTE: Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is a Partnership, all partners shall execute the Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by COUNTY.

All bonds shall be originals and issued or countersigned by a local producing agent who is authorized to operate in the State of Florida. Attorneys-in-fact who sign Bid Bonds or Performance/Payment Bonds must file with such bond a certified copy of their Power of Attorney to sign such Bond. **Agents of Surety companies must list their name, address, and telephone number on all Bonds.**

PAYMENT BOND

Attachment: IFB-603616-19 tc-HALIFAX (1) (2020-R-32 : Roadway Resurfacing Program FY2020)



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Tyler D. DeBord of Daytona Beach, Florida**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this _____

day of _____



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

Attachment: IFB-603616-19_tc-HALIFAX (1) (2020-R-32 : Roadway Resurfacing Program FY2020)



Brown & Brown of Florida, Inc.
P.O. Box 2412 • Daytona Beach, FL 32115-2412
386/252-9601 • 800/877-2769

December 13, 2019

Seminole County
1101 East 1st Street
Sanford, FL 32771

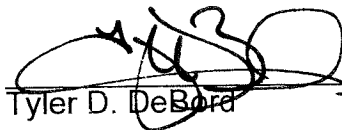
Re: Halifax Paving, Inc.

Obligee:	Seminole County
Project:	Term Contract for Pavement Management Program Services, IFB-603616-19/BJC
Bond No.:	107168205M
Bond Amount:	\$250,000.00

Gentlemen:

You are hereby authorized to date the Maintenance Bond and Power of Attorney on or after the date of the contract on the above project, provided that the contract is executed within a reasonable amount of time and that there are no material modifications to the contract the subject bond covers.

Travelers Casualty and Surety Company of America


Tyler D. DeBora Attorney-In-Fact

Attachment: IFB-603616-19_tc-HALIFAX (1) (2020-R-32 : Roadway Resurfacing Program FY2020)

Bond No. 107168205M

MATERIAL AND WORKMANSHIP BOND
 (\$250,000.00)
 Seminole County Contract No. IFB-603616-19/BJC

KNOW ALL MEN BY THESE PRESENTS that:Halifax Paving, Inc.

(Name of CONTRACTOR)

814 Hull Road, Ormond Beach, FL 32174

(Address of CONTRACTOR)

CONTRACTOR's Telephone Number: 386-676-0200a Corporation

(Corporation, Partnership, or Individual)

hereinafter called Principal, and Travelers Casualty and Surety of America

(Name of Surety)

One Tower Square, Hartford, CT 06183

(Address of Surety)

Surety's Telephone Number: 407-388-7822

hereinafter called Surety, are held and firmly bound unto SEMINOLE COUNTY, 1101 East First Street, Sanford, Florida 32771, hereinafter called COUNTY, in the sum of \$250,000.00 as adjusted under the Contract Documents in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

COUNTY's telephone number is (407) 665-7116. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Agreement with COUNTY, dated the 26 day of December, 2019, a copy of which is hereto attached and made a part hereof for the Pavement Management Program in Seminole County.

Principal is obligated to protect the County against any defects resulting from faulty Materials or Workmanship of said improvements for a period of two (2) years from the date of Final Completion under the Contract Documents.

The conditions of this obligation are such that if Principal shall promptly and faithfully protect the COUNTY against any Defects resulting from faulty Materials and Workmanship of the aforesaid improvements for a period of two (2) years from the date of Final Completion, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

MATERIAL AND WORKMANSHIP BOND

Attachment: IFB-603616-19 tc-HALIFAX (1) (2020-R-32 : Roadway Resurfacing Program FY2020)

The COUNTY shall notify the Principal in writing of any Defect for which the Principal is responsible and shall specify in said notice a reasonable period of time within which Principal shall have to correct said Defect.

The Surety unconditionally covenants and agrees that if the Principal fails to perform, within the time specified, the Surety, upon thirty (30) days written notice from COUNTY, or its authorized agent or officer, of the failure to perform will correct such Defect or Defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the Surety fail or refuse to correct said Defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, shall have the right to resort to any and all legal remedies against the Principal and Surety and either, both at law and in equity, including specifically, specific performance to which the Principal and Surety unconditionally agree.

The Principal and Surety further jointly and severally agree that the COUNTY at its option, shall have the right to correct said Defects resulting from faulty Materials or Workmanship, or, pursuant to public advertisement and receipt of Bids, cause to be corrected any Defects or said Defects in case the Principal shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the Principal and the Surety shall jointly and severally hereunder reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the Principal to correct said defects.

(End of Document – Signature Pages Follow)

MATERIAL AND WORKMANSHIP BOND

Attachment: IFB-603616-19_tc-HALIFAX (1) (2020-R-32 : Roadway Resurfacing Program FY2020)

IN WITNESS WHEREOF, this instrument is executed this 17th day of December, 2019.

ATTEST:

PRINCIPAL/CONTRACTOR

Halifax Paving, Inc.

By: Amanda L Durrance
(Secretary)

By: [Signature]
(Officer)

Name: AMANDA L DURRANCE
(Typed or Printed)

Name: Joseph Durrance
(Typed or Printed)

Title: Vice - President

Address: 814 Hull Road

City, ST ZIP: Ormond Beach, FL 32174

[Signature]
Witness
Sandra L. Arcieri
Print Name
Sherri Kuneman
Witness
SHERRI KUNEMAN
Print Name

(Surety Signature Page Follows)

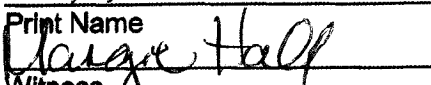
MATERIAL AND WORKMANSHIP BOND

Attachment: IFB-603616-19 tc-HALIFAX (1) (2020-R-32 : Roadway Resurfacing Program FY2020)

ATTEST:

By: Not Applicable
(Secretary)

Name: _____
(Typed or Printed)


Witness
Ashley Tyree
Print Name

Witness
Margie Hall
Print Name

SURETY

Travelers Casualty and Surety Company of America

By: 
(Officer)

Name: Tyler D. DeBord
(Typed or Printed)

Title: Attorney-In-Fact

Address: PO Box 2412

City, ST ZIP: Daytona Beach, FL 32115

Ph: 386-239-5703

NOTE: Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is a Partnership, all partners shall execute the Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by COUNTY.

All bonds shall be originals and issued or countersigned by a local producing agent who is authorized to operate in the State of Florida. Attorneys-in-fact who sign Bid Bonds or Performance/Payment Bonds must file with such bond a certified copy of their Power of Attorney to sign such Bond. **Agents of Surety companies must list their name, address, and telephone number on all Bonds.**

MATERIAL AND WORKMANSHIP BOND



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Tyler D. DeBord** of **Daytona Beach, Florida**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By: 

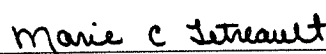
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021




 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

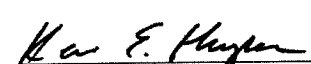
FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this

day of




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

Attachment: IFB-603616-19_tc-HALIFAX (1) (2020-R-32 : Roadway Resurfacing Program FY2020)



April 29, 2020

Antoine Khoury, P.E.
Public Works Director
Department of Public Works
City of Holly Hill
453 LPGA Boulevard
Holly Hill, FL 32117

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

Subject: Roadway Resurfacing Program FY2020

Dear Antoine:

As requested by the City, Mead & Hunt solicited bids from five (5) contractors to “piggyback” the existing Seminole County and Volusia County resurfacing contracts. We received three (3) bids from two (2) contractors for the above referenced project on April 17, 2020. See attached bid tabulation. Halifax Paving, Inc of Ormond Beach submitted the lowest total bid of \$382,336.51 using the Seminole County contract.

Halifax did have one minor mathematical error in their bid. The Seminole County bid included a credit bid item for the use of non-friction course asphalt. Halifax had included a credit of \$10 per ton in the unit price column but did not extend and deduct the credit from the grand total. We notified Halifax of this and they provided a corrected Bid Form showing a revised grand total of \$382,336.51. We suggest that the City consider waiving this minor irregularity.

We have reviewed the remainder of Halifax’s bid and have found it responsive. Our firm and the City are both very familiar with Halifax Paving having worked with them on projects of this type in the past in which they performed satisfactorily. We believe Halifax to be qualified to complete this project for the City. We, therefore, recommend award of the bid based upon the “piggyback” of the Seminole County contract to Halifax Paving, Inc. for the bid amount of \$382,336.51.

Sincerely,
MEAD & HUNT, Inc.

John Mischle
Project Manager

Attachment: Bid Tabulation

City of Holly Hill Roadway Resurfacing FY2020 - Bid Tabulation
Received 4/17/2020

Seminole County Contract No. IFB-603616-19/BJC				P&S PAVING, INC.		HALIFAX PAVING, INC.	
Pay Item No.	Description	Unit	Est Qty	Bid Unit Cost	Extended Cost	Bid Unit Cost	Extended Cost
101-1	Mobilization Charge (not to exceed 5% of contract total)	LS	1	\$ 22,600.00	\$ 22,600.00	\$ 7,500.00	\$ 7,500.00
102-1	Maintenance of Traffic includes labor/equipment/materials (not to exceed \$1500 per day)	LS	1	\$ 17,971.00	\$ 17,971.00	\$ 20,000.00	\$ 20,000.00
102-99	Portable Changeable Message Sign	DAY	75	\$ 30.00	\$ 2,250.00	\$ 25.00	\$ 1,875.00
327-70D	Milling Existing Asphalt Pavement (Milled Material delivered to location within 5 miles of project site)	SY	26,441	\$ 3.43	\$ 90,692.63	\$ 2.00	\$ 52,882.00
334-1-53	Superpave Asphaltic Concrete, Traffic Level C, FC-12.5 (PG 76-22)	TONS	2,181	\$ 113.44	\$ 247,412.64	\$ 105.00	\$ 229,005.00
A	Credit per ton for use of Superpave 9.5 Asphaltic Concrete non-friction course	TONS	2,181	\$ (6.00)	\$ (13,086.00)	\$ (10.00)	\$ (21,810.00)
339-1	Miscellaneous Asphalt Pavement	TONS	147	\$ 150.70	\$ 22,152.90	\$ 200.00	\$ 29,400.00
425-6	Water Valve or similar cover adjustment	EA	24	\$ 150.00	\$ 3,600.00	\$ 100.00	\$ 2,400.00
425-7	Manhole Ring Adjustment	EA	37	\$ 225.00	\$ 8,325.00	\$ 200.00	\$ 7,400.00
710-11-111	Temporary Pavement Marking -Paint - White Solid Stripe 6"	LF	60	\$ 0.24	\$ 14.40	\$ 0.22	\$ 13.20
710-11-221	Temporary Pavement Marking -Paint - Yellow Solid Stripe 6"	LF	16,778	\$ 0.24	\$ 4,026.72	\$ 0.22	\$ 3,691.16
710-11-123	Temporary Pavement Marking -Paint - 12" White	LF	965	\$ 1.38	\$ 1,331.70	\$ 1.25	\$ 1,206.25
710-11-125	Temporary Pavement Marking -Paint - Stop Bar 24" White	LF	533	\$ 2.75	\$ 1,465.75	\$ 2.50	\$ 1,332.50
710-11-910	Temporary Pavement Marking -Paint - School Zone	EA	2	\$ 55.00	\$ 110.00	\$ 50.00	\$ 100.00
710-11-920	Temporary Pavement Marking -Paint - Railroad Crossing	EA	2	\$ 55.00	\$ 110.00	\$ 50.00	\$ 100.00
710-11-170	Temporary Pavement Marking -Paint - White Arrows	EA	2	\$ 33.00	\$ 66.00	\$ 30.00	\$ 60.00
711-11103	Thermoplastic, Standard, White, Solid, 12", for Interchange Markings	LF	965	\$ 3.03	\$ 2,923.95	\$ 2.75	\$ 2,653.75
711-11125	Thermoplastic, Standard, White, Solid, 24", for Stop Sign and Crosswalk	LF	523	\$ 6.33	\$ 3,310.59	\$ 5.75	\$ 3,007.25
711-11160	Thermoplastic, Standard, White, Message or Symbol	EA	7	\$ 165.00	\$ 1,155.00	\$ 150.00	\$ 1,050.00
711-15101	Thermoplastic, Standard, White, Solid, 6"	LF	60	\$ 0.88	\$ 52.80	\$ 0.80	\$ 48.00
711-15201	Thermoplastic, Standard, Yellow, Solid, 6"	LF	16,778	\$ 0.88	\$ 14,764.64	\$ 0.80	\$ 13,422.40
425-11	Modify Existing Drainage Structure	EA	18	\$ 495.00	\$ 8,910.00	\$ 1,500.00	\$ 27,000.00
Grand Total				\$	440,159.72	\$	382,336.51

Notes:

1. Halifax Seminole County contract bid total did not include item C. Corrected grand total shown.
2. Volusia County contract bid form did not include items B, C or D. Bid pricing was carried over from Seminole County contract bid. Adjusted grand total shown.

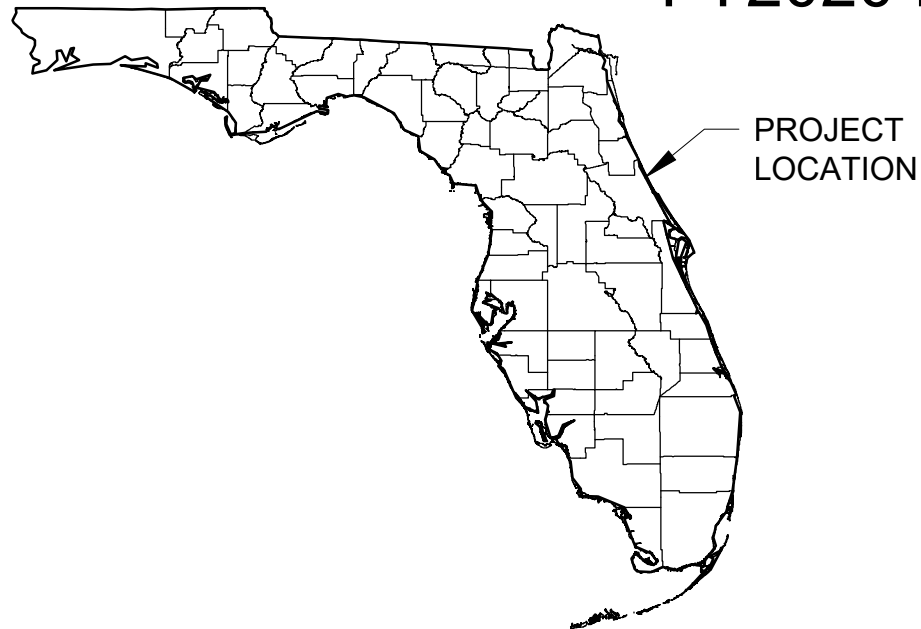
Volusia County Contract No. 710-1700-1				HALIFAX PAVING, INC.	
Pay Item No.	Description	Unit	Est Qty	Bid Unit Cost	Extended Cost
101-1	Mobilization Charge	LS	1	INCLUDED IN UNIT COSTS FOR INDIVIDUAL WORK ITEMS	
102-1	Maintenance of Traffic includes labor/equipment/materials (not to exceed \$1500 per day)	LS	1		
102-99	Portable Changeable Message Sign	DAY	75		\$ 25.00 \$ 1,875.00
96154	Milling Existing Asphalt Pavement	SY	26,441	\$ 3.00	\$ 79,323.00
74514	Superpave Asphaltic Concrete, Traffic Level C, SP-9.5 (PG 76-22) (Type III)	TONS	2,328	\$ 108.00	\$251,424.00
N/A					
B	Miscellaneous Asphalt Pavement	TONS	147	\$ 200.00	\$ 29,400.00
C	Water Valve or similar cover adjustment	EA	24	\$ 100.00	\$ 2,400.00
D	Manhole Ring Adjustment	EA	37	\$ 200.00	\$ 7,400.00
91276	Temporary Pavement Marking -Paint - White Solid Stripe 6"	LF	60	\$ 0.22	\$ 13.20
91276	Temporary Pavement Marking -Paint - Yellow Solid Stripe 6"	LF	16,778	\$ 0.22	\$ 3,691.16
91276	Temporary Pavement Marking -Paint - 12" White	LF	965	\$ 1.25	\$ 1,206.25
91276	Temporary Pavement Marking -Paint - Stop Bar 24" White	LF	533	\$ 2.50	\$ 1,332.50
710-11-910	Temporary Pavement Marking -Paint - School Zone	EA	2	\$ 50.00	\$ 100.00
710-11-920	Temporary Pavement Marking -Paint - Railroad Crossing	EA	2	\$ 50.00	\$ 100.00
91276	Temporary Pavement Marking -Paint - White Arrows	EA	2	\$ 30.00	\$ 60.00
711-11103	Thermoplastic, Standard, White, Solid, 12", for Interchange Markings	LF	965	\$ 2.75	\$ 2,653.75
711-11125	Thermoplastic, Standard, White, Solid, 24", for Stop Sign and Crosswalk	LF	523	\$ 5.75	\$ 3,007.25
711-11160	Thermoplastic, Standard, White, Message or Symbol	EA	7	\$ 150.00	\$ 1,050.00
711-15101	Thermoplastic, Standard, White, Solid, 6"	LF	60	\$ 0.80	\$ 48.00
711-15201	Thermoplastic, Standard, Yellow, Solid, 6"	LF	16,778	\$ 0.80	\$ 13,422.40
425-11	Modify Existing Drainage Structure	EA	18	\$ 1,500.00	\$ 27,000.00
Grand Total				\$	425,506.51

CITY OF HOLLY HILL

FY2020 ROADWAY RESURFACING PROGRAM

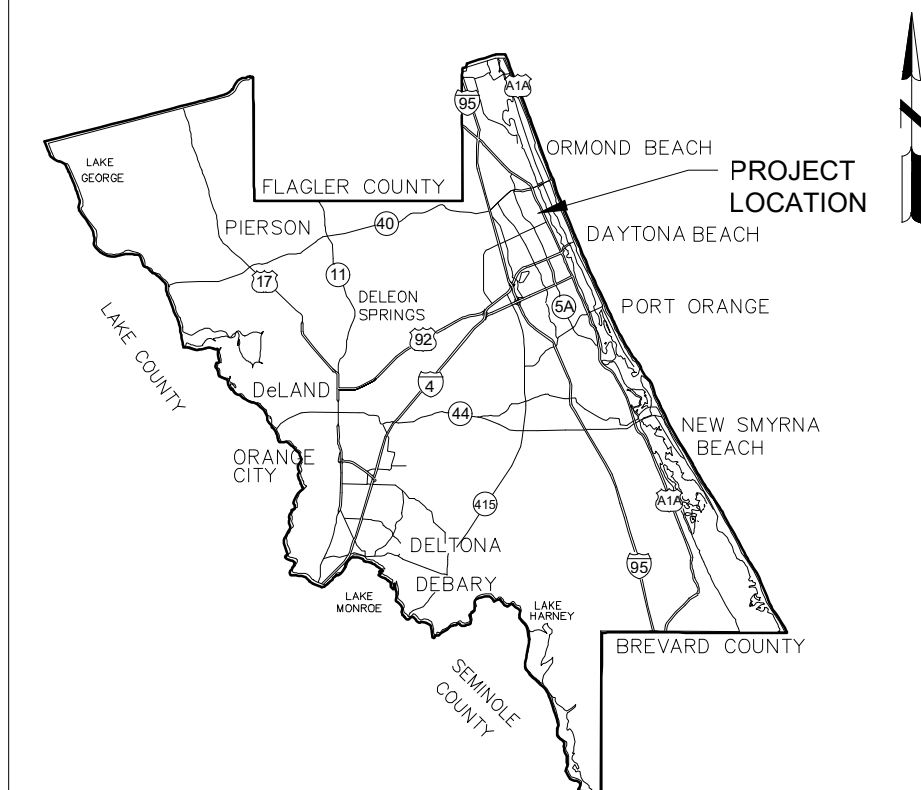


JANUARY 2020
90% PLANS



BREVARD COUNTY

VICINITY MAP



VOLUSIA COUNTY

LOCATION MAP



SHEET INDEX

SHEET NUMBER	SHEET TITLE
G-001	COVER
G-002	KEY SHEET
G-003	QUANTITIES
C-101	FLOMICH AVE. - NOVA RD.
C-102	FLOMICH AVE.
C-103	FLOMICH AVE.
C-104	FLOMICH AVE.
C-105	FLOMICH AVE.
C-106	FLOMICH AVE.
C-107	FLOMICH AVE. - US1
C-108	DAYTONA AVE. - 15TH ST.
C-109	DAYTONA AVE.
C-110	DAYTONA AVE. - GRANADA ST.

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FY2020 ROADWAY RESURFACING
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SHEET CONTENTS
KEY SHEET

SHEET NO.

G-002

Packet Pg. 104

TESTING NOTES:

1. THE OWNER SHALL SELECT AND PAY FOR A CERTIFIED GEOTECHNICAL ENGINEERING LABORATORY TO PERFORM VERIFICATION FIELD AND LABORATORY TESTING REQUIRED TO VERIFY THAT THE CONSTRUCTION IS IN COMPLIANCE. CONTRACTOR TO PROVIDE QUALITY CONTROL TESTING.
2. DESIGN MIXES AND PRODUCT GRADATION INFORMATION FOR ALL MATERIALS TO BE INSTALLED AS PART OF THE IMPROVEMENTS SHALL BE SUBMITTED TO THE ENGINEER FOR ACCEPTANCE.

GENERAL CONSTRUCTION NOTES:

1. NO TREE LIMBS TO BE DAMAGED. TRIMMING MAY BE ALLOWED WITH ENGINEER APPROVAL.

PAVING CONSTRUCTION NOTES:

1. LIMITS OF "PAVING" SHALL BE TO EXISTING CURBING, EDGE OF ROAD PAVEMENT OR AS OTHERWISE NOTED.
2. CONTRACTOR SHALL FURNISH AND INSTALL MANHOLE, INLET, POTABLE WATER, AND FORCE MAIN VALVE BOX PAVING RISERS AS NEEDED. SEPARATE PAYMENT FOR THIS WILL BE MADE.
3. ESTIMATED MILLING DEPTHS ARE SHOWN ON PLANS. ENGINEER SHALL DIRECT CONTRACTOR OF EXACT MILLING DEPTHS/PROFILES IN THE FIELD. CONTRACTOR ACKNOWLEDGES THAT THE MILLING DEPTH MAY VARY.
4. CONTRACTOR SHALL REMOVE/SALVAGE/REPLACE BLUE REFLECTIVE PAVEMENT MARKERS AT ALL FIRE HYDRANT LOCATIONS.
5. ALL EXISTING STRIPING TO BE REPLACED. ALL REPLACEMENT STRIPING TO BE THERMOPLASTIC. SEE SHEETS G-002 AND G-003 FOR MORE INFORMATION.
6. PRE MILLING ACTIVITY BY THE CONTRACTOR (IF REQUIRED) SHALL INCLUDE: COORDINATION OF ASPHALT BORING; CONSULTATION WITH ENGINEER TO DETERMINE REQUIRED MILLING DEPTHS; PROTECTION OF STORM INLETS WITH HAY BALES OR OTHER ACCEPTABLE MEANS; AND ENGINEER APPROVAL OF MAINTENANCE OF TRAFFIC PLAN.
7. PRIOR TO RESURFACING/OVERLAY WORK, A PRE-PAVING INSPECTION SHALL BE CONDUCTED BY THE ENGINEER ON EACH STREET. THE FOLLOWING ITEMS SHALL BE VERIFIED TO BE COMPLETE PRIOR TO APPROVAL TO START RESURFACING/ OVERLAY: ALL MANHOLES, VALVES ETC. ADJUSTED; ALL CURB TO BE REPLACED COMPLETE; ALL INLETS TO BE ADDRESSED; ALL AREAS STABILIZED FOR ACCEPTANCE OF ASPHALT; AND PUBLIC SERVICES (GARBAGE, ETC.) COORDINATION.
8. CONTRACTOR SHALL INCLUDE THE WORK NECESSARY TO "CLIP" EXISTING VEGETATION FROM THE PAVEMENT BEFORE RESURFACING.

MAINTENANCE OF TRAFFIC GENERAL REQUIREMENTS:

1. MAINTENANCE OF TRAFFIC (MOT) SHALL CONFORM TO FDOT "STANDARD PLANS" 102 INDEX SERIES, INCLUDING VEHICLE, PEDESTRIAN AND BICYCLE TRAFFIC.
2. CONTRACTOR SHALL PREPARE MOT PLAN AND SUBMIT TO FDOT (OR ENGINEER) FOR APPROVAL PRIOR TO START OF CONSTRUCTION.
3. LANE/ROAD CLOSURES SHALL NOT BE ALLOWED ON ROADS UNLESS SPECIFICALLY APPROVED BY THAT ENTITY. IF ALLOWED THE APPLICABLE REQUIREMENTS LISTED FOR CITY ROAD CLOSURES SHALL ALSO APPLY.
4. LANE/ROAD CLOSURES ON CITY ROADS:
 - a. CONTRACTOR SHALL PREPARE AND SUBMIT A SEPARATE MOT PLAN TO THE ENGINEER FOR APPROVAL, ONE WEEK (MINIMUM) PRIOR TO THE CLOSURE.
 - b. CITY MAY ELECT TO ADVERTISE CLOSURE IN LOCAL PAPER.
 - c. CONTRACTOR SHALL SUPPLY ADVANCE NOTICE OF CLOSURE VIA LETTERS (WORDING APPROVED BY ENGINEER) TO THE DIRECTLY EFFECTED PROPERTIES OR BY INTERCHANGEABLE MESSAGE BOARD(S) 48 HOURS (MINIMUM) PRIOR TO CLOSURE.
 - d. CONTRACTOR SHALL NOTIFY LOCAL EMERGENCY SERVICES (EVAC, FIRE, POLICE, ETC.) OF CLOSURE VIA LETTER/FAX 48 HOURS (MINIMUM) PRIOR TO CLOSURE.
 - e. COPIES OF ALL NOTIFICATIONS SHALL BE PROVIDED TO ENGINEER.
5. ALL TRAFFIC CONTROL DEVICES PLACED AT INTERSECTIONS, PRIVATE STREETS, PUBLIC STREETS, COUNTY ROADS, AND STATE HIGHWAYS WITHIN THE CITY LIMITS SHALL BE INSTALLED ACCORDING TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION. THE MAINTENANCE-OF-TRAFFIC (MOT) INSTALLATION AND SUBSEQUENT OPERATION SHALL BE OVERSEEN BY A CONTRACTOR CERTIFIED BY THE AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION, OR EQUIVALENT CERTIFICATION RECOGNIZED BY FDOT.
6. CONTRACTOR SHALL UTILIZE UP TO TWO CHANGEABLE MESSAGE BOARDS TO PROVIDE 1 WEEK ADVANCE WARNING TO MOTORISTS/RESIDENTS PRIOR TO PAVING INDIVIDUAL ROADS.

NOTES:

1. BASELINE STATIONING SHOWN ON THESE PLANS ARE FOR REFERENCE AND INFORMATIONAL PURPOSES ONLY AND SHOULD NOT BE USED FOR PROJECT SITE SURVEY LAYOUT OR DIMENSIONING.
2. CONTRACTOR TO VERIFY GRADES OF EXISTING FEATURES THAT ARE SHOWN WITHOUT ELEVATIONS.
3. LOCATION OF SOME UTILITY FEATURES HAVE BEEN SHOWN IN ASSUMED LOCATIONS.
4. CONTRACTOR SHALL FIELD ADJUST PROPOSED GRADES AS NECESSARY.



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TABULATION OF QUANTITIES																								
BID ITEM NUMBER	DESCRIPTION	UNIT	SHEET C-101		SHEET C-102		SHEET C-103		SHEET C-104		SHEET C-105		SHEET C-106		SHEET C-107		SHEET C-108		SHEET C-109		SHEET C-110		GRAND TOTAL	
			ORIG	FINAL	ORIG	FINAL	ORIG	FINAL	ORIG	FINAL	ORIG	FINAL	ORIG	FINAL	ORIG	FINAL	ORIG	FINAL	ORIG	FINAL	ORIG	FINAL	ORIG	FINAL
101-1	MOBILIZATION CHARGE (NOT TO EXCEED 5% OF CONTRACT TOTAL)	DAY																					1	
102-1	MAINTENANCE OF TRAFFIC INCLUDES LABOR/EQUIPMENT/MATERIALS (NOT TO EXCEED \$1500 PER DAY	DAY																						
102-99	PORTABLE CHANGEABLE MESSAGE SIGN	DAY																						
327-70D	MILLING EXIST ASPHALT PAVEMENT (MILLED MATERIAL DELIVERED TO LOCATION WITHIN 5 MILES OF PROJECT SITE)	SY	2743		2906		2909		3553		3101		2779		2936		2740		1793		981		26,441	
334-1-53	SUPERPAVE ASPHALTIC CONCRETE,TRAFFIC LEVEL C, SP-9.5 (PG 76-22)	TN	183		194		194		237		207		185		196		183		120		65		1764	
339-1	MISCELLANEOUS ASPHALT PAVEMENT	TN																						
425-6	WATER VALVE OR SIMILAR COVER ADJUSTMENT	EA	3		2		2		9		2		1		3		2						24	
425-7	MANHOLE RING ADJUSTMENT	EA	3		1		2		4		3		1		3		9		7		4		37	
425-11	MODIFY EXISTING DRAINAGE STRUCTURE	EA							1		1		3		3		2		8				18	
710-11-111	TEMPORARY PAVEMENT MARKING - PAINT - WHITE SOLID STRIPE 6"	LF													60								60	
710-11-221	TEMPORARY PAVEMENT MARKING - PAINT - YELLOW SOLID STRIPE 6"	LF	1580		1880		1800		1702		1765		1801		1370		2050		1950		880		16,778	
710-11-123	TEMPORARY PAVEMENT MARKING - PAINT - 12" WHITE	LF			50		155		350		150				175		85						965	
710-11-125	TEMPORARY PAVEMENT MARKING - PAINT - STOP BAR 24" WHITE	LF	39		24		48		132		92		72		76		40				10		533	
710-11-920	TEMPORARY PAVEMENT MARKING - PAINT - RAILROAD CROSSING	EA											1		1								2	
710-11-170	TEMPORARY PAVEMENT MARKING - PAINT - WHITE ARROWS	EA													2								2	
711-11103	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR INTERCHANGE MARKINGS	LF			50		155		350		150				175		85						965	
711-11125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF	39		24		48		132		92		72		76		40						533	
711-11160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	1						1		1		1		3								7	
711-15101	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES WHITE, SOLID, 6"	LF													60								60	
711-15201	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, YELLOW, SOLID, 6"	LF	1580		1880		1800		1702		1765		1801		1370		2050		1950		880		16,778	

NOTE:
PAY ITEM 334-1-53 BASED ON 1-1/4" PAVEMENT THICKNESS AT THIS TIME.



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SHEET CONTENTS
QUANTITIES

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G-003

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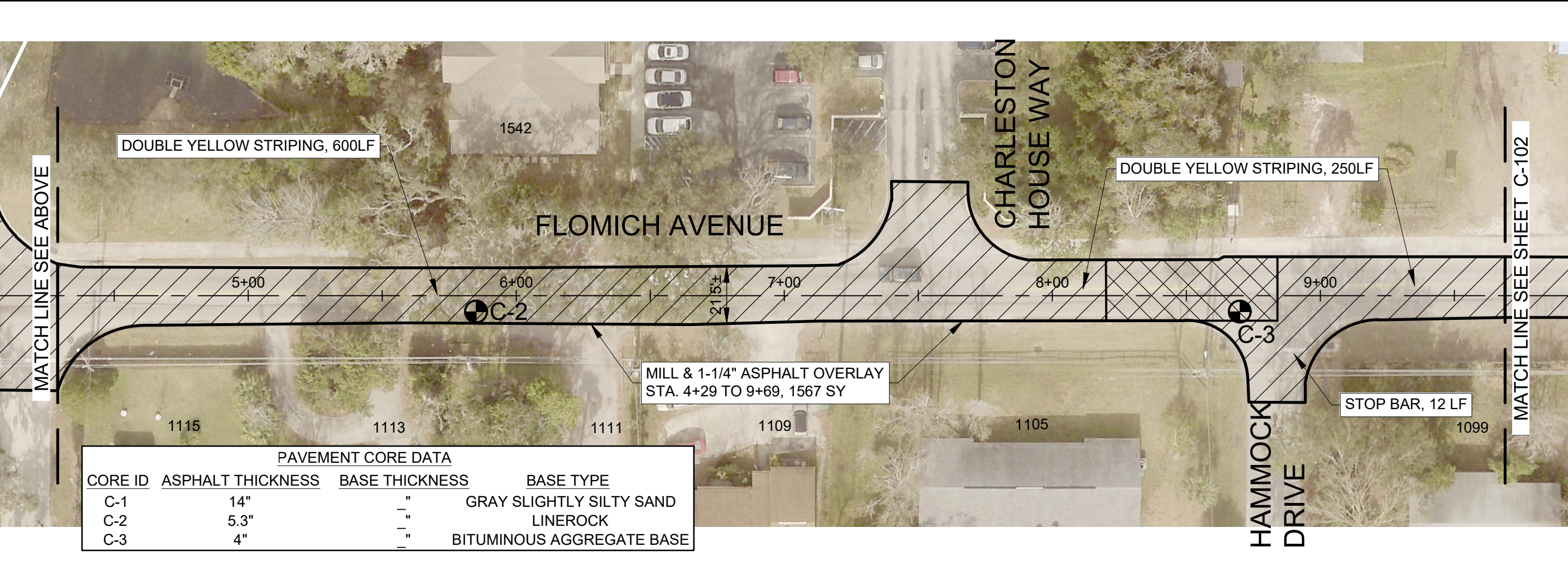
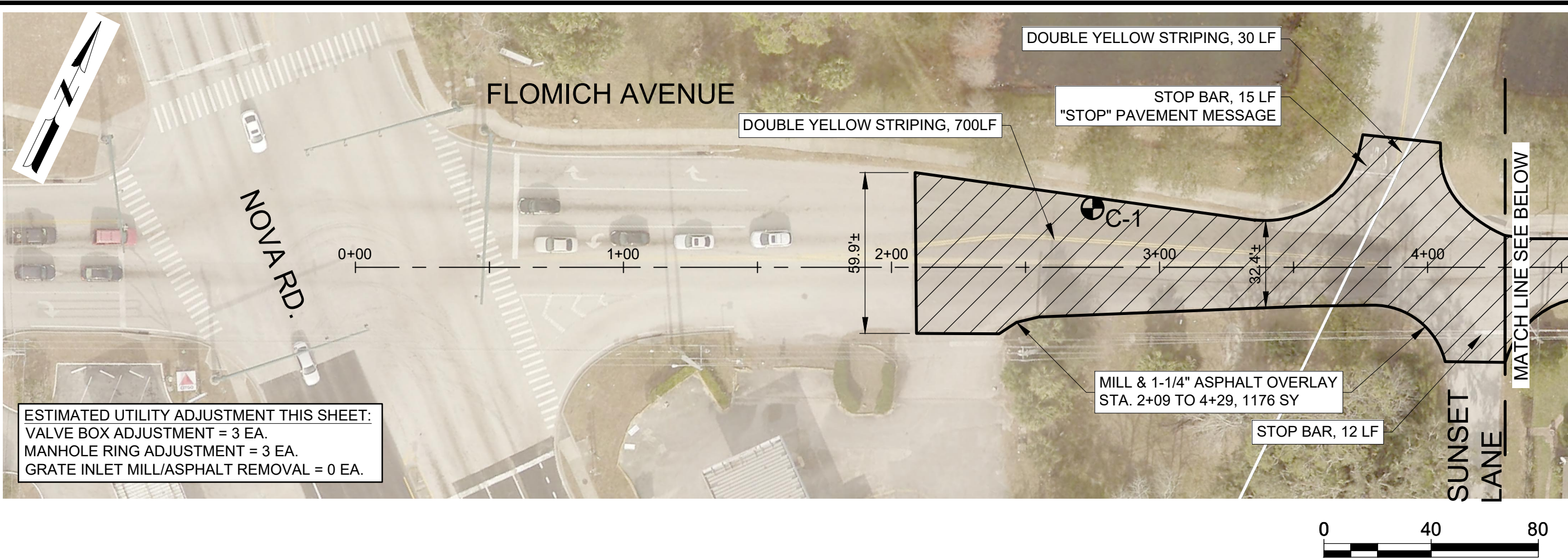
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FLOMICH AVE. - NOVA
RD.

SHEET NO.

C-101

Packet Pg. 106

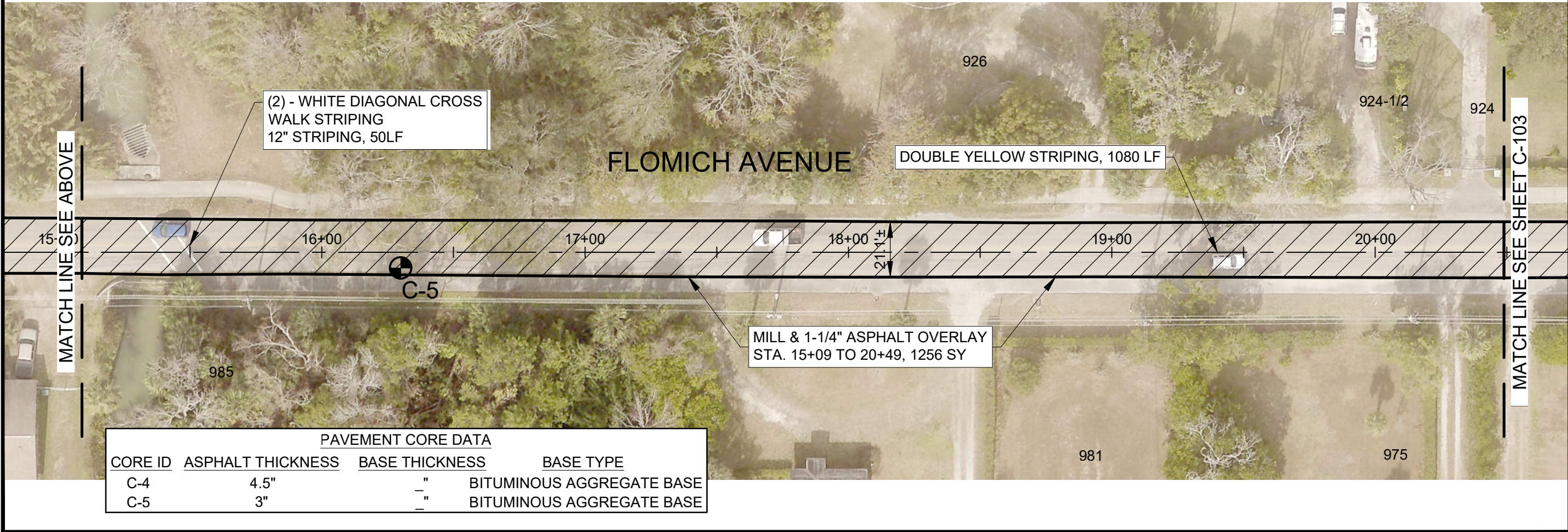
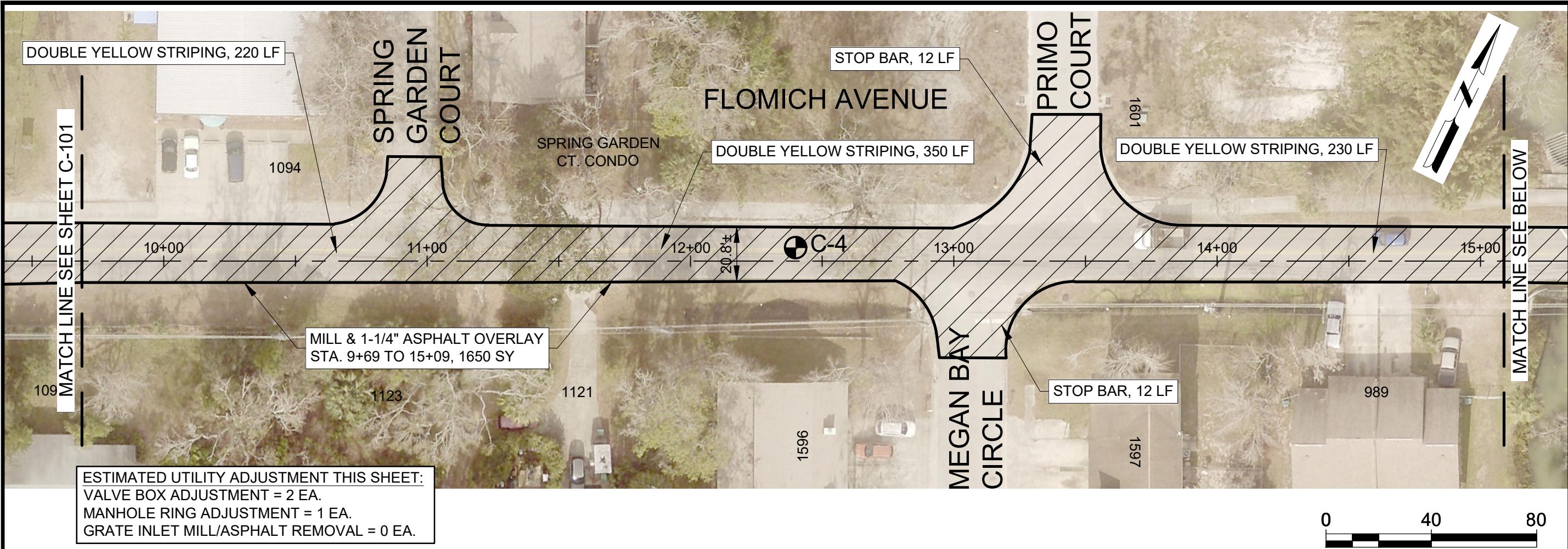
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PAVEMENT CORE DATA			
CORE ID	ASPHALT THICKNESS	BASE THICKNESS	BASE TYPE
C-1	14"	1"	GRAY SLIGHTLY SILTY SAND
C-2	5.3"	1"	LINEROCK
C-3	4"	1"	BITUMINOUS AGGREGATE BASE

ESTIMATED UTILITY ADJUSTMENT THIS SHEET:
VALVE BOX ADJUSTMENT = 3 EA.
MANHOLE RING ADJUSTMENT = 3 EA.
GRATE INLET MILL/ASPHALT REMOVAL = 0 EA.

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PAVEMENT CORE DATA			
CORE ID	ASPHALT THICKNESS	BASE THICKNESS	BASE TYPE
C-4	4.5"	-"	BITUMINOUS AGGREGATE BASE
C-5	3"	-"	BITUMINOUS AGGREGATE BASE

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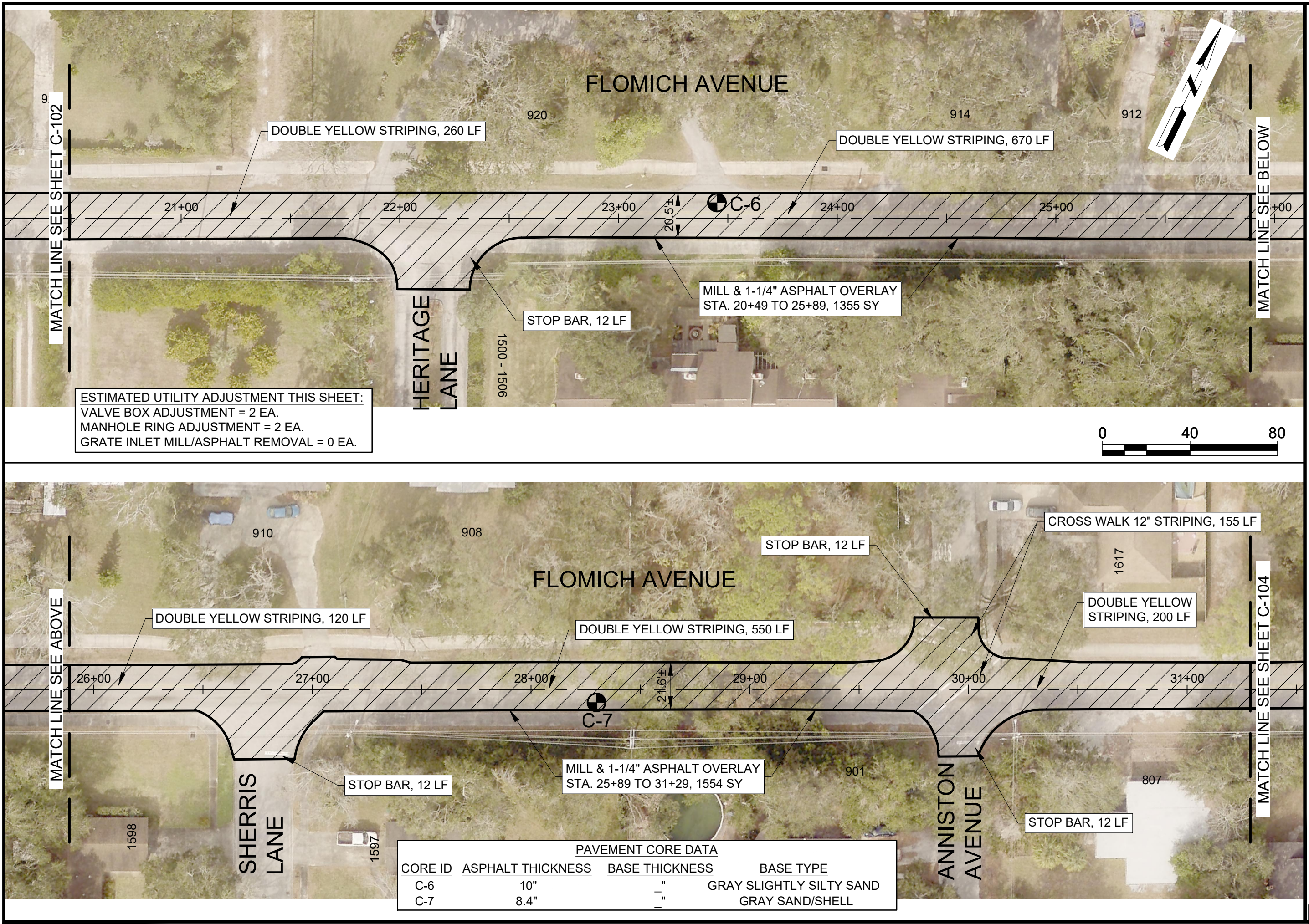
SHEET CONTENTS
FLOMICH AVE.

C-102

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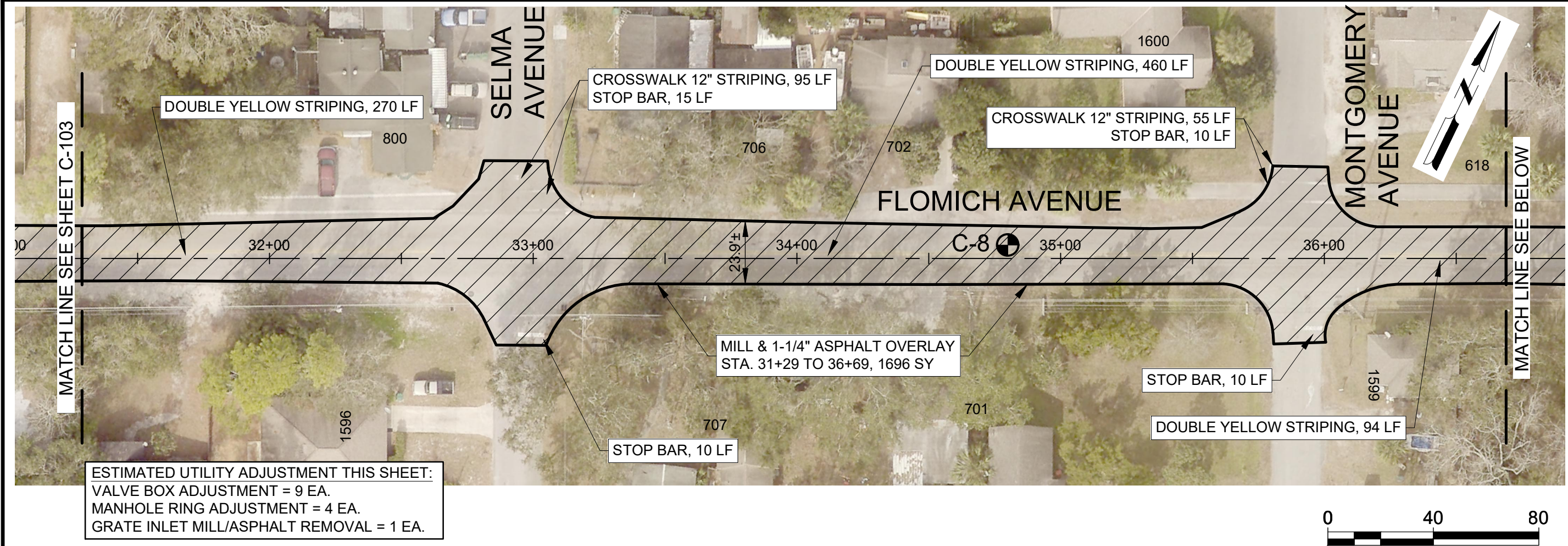
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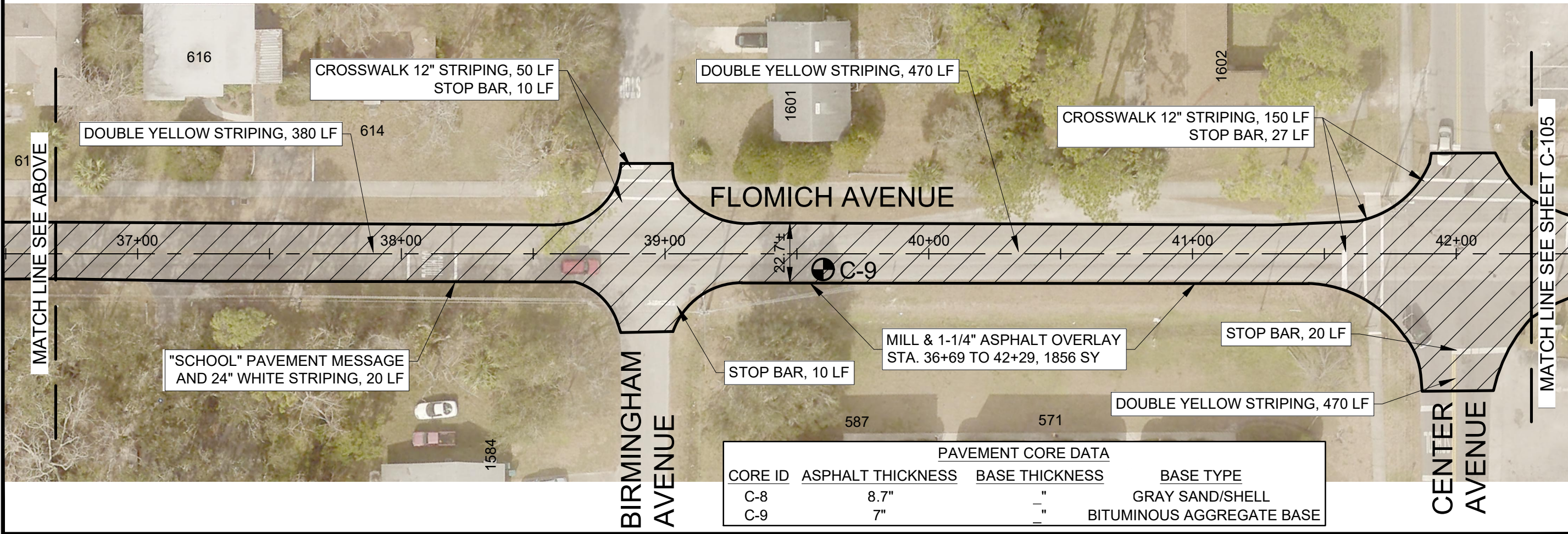
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ESTIMATED UTILITY ADJUSTMENT THIS SHEET:
VALVE BOX ADJUSTMENT = 9 EA.
MANHOLE RING ADJUSTMENT = 4 EA.
GRATE INLET MILL/ASPHALT REMOVAL = 1 EA.



PAVEMENT CORE DATA			
CORE ID	ASPHALT THICKNESS	BASE THICKNESS	BASE TYPE
C-8	8.7"	"	GRAY SAND/SHELL
C-9	7"	"	BITUMINOUS AGGREGATE BASE

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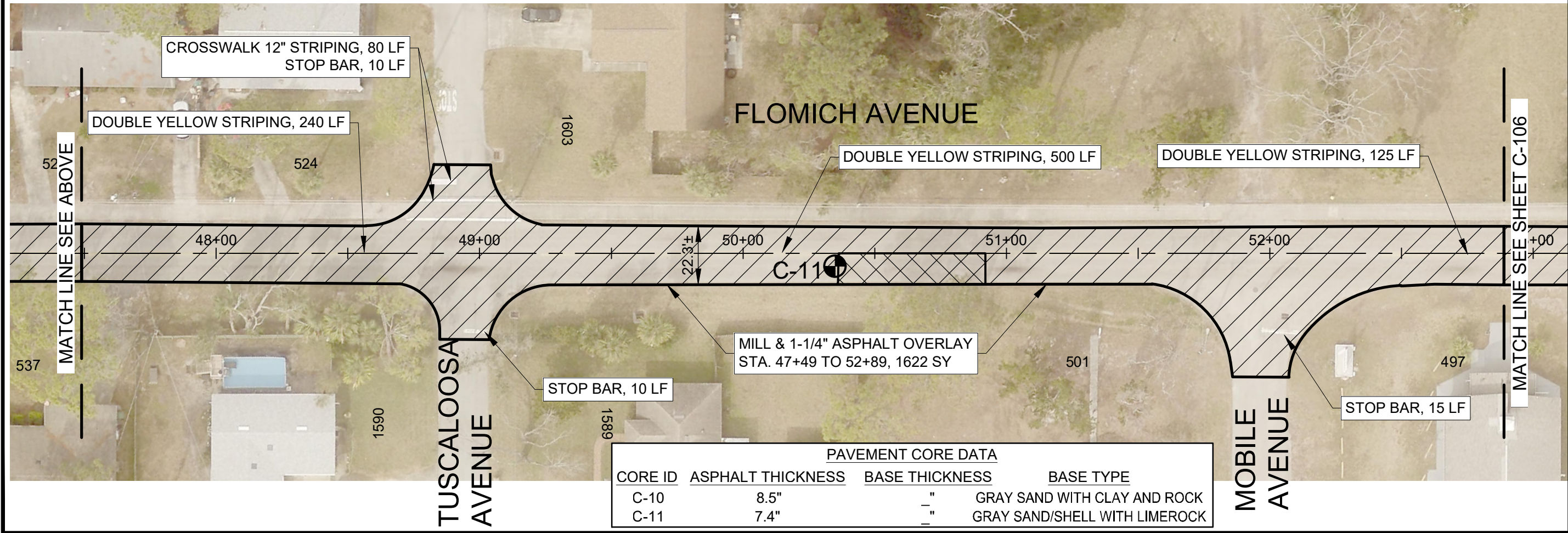
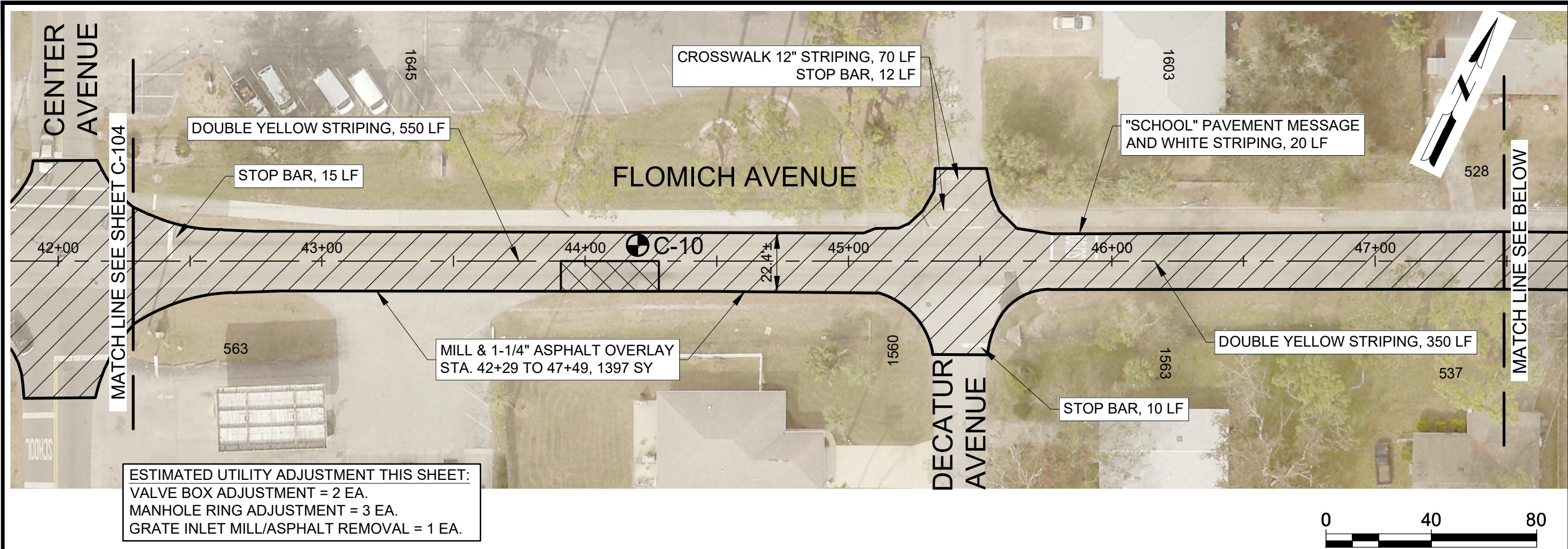
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C-104

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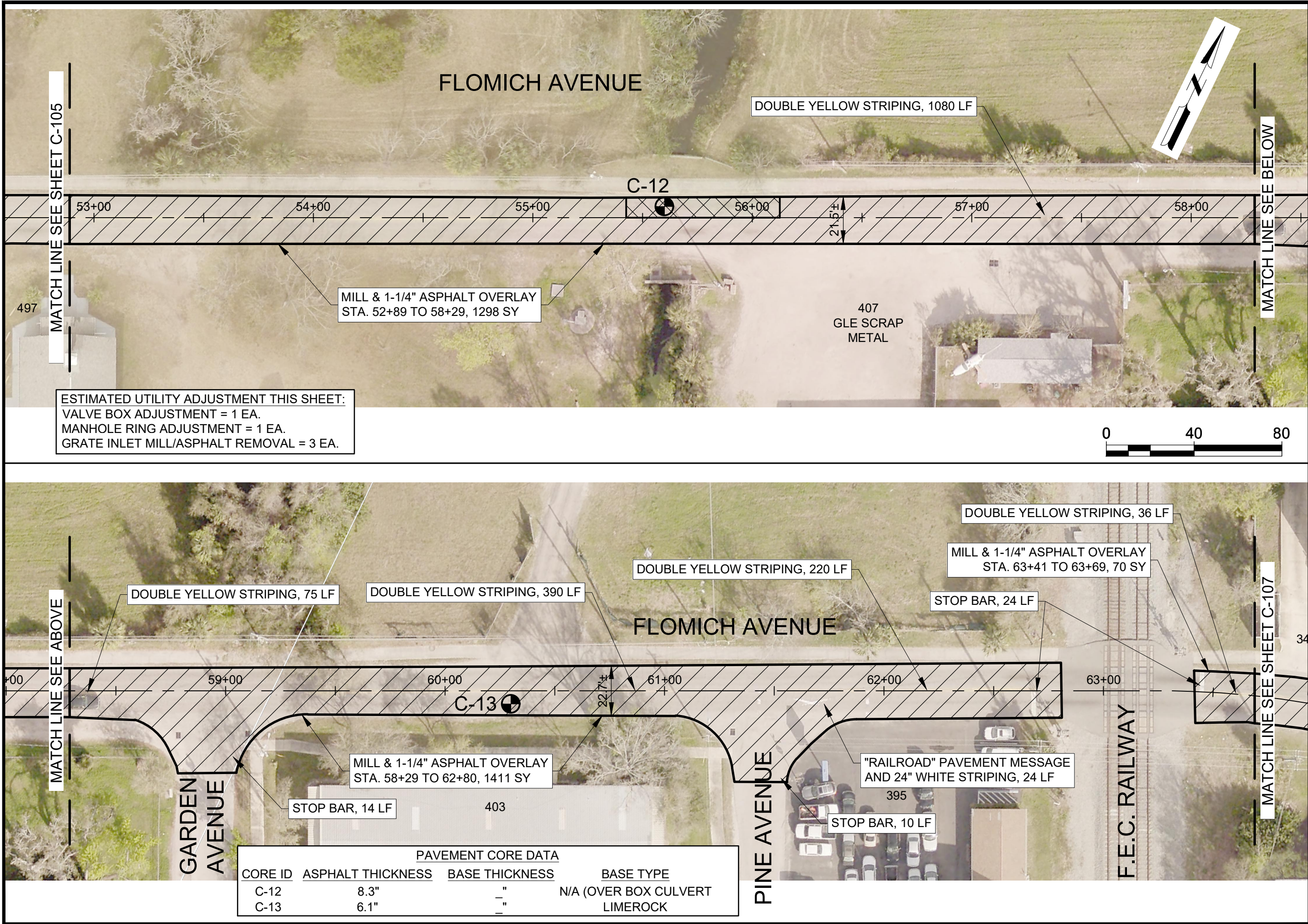
SHEET CONTENTS
FLOMICH AVE.

C-105

Packet Pg. 110

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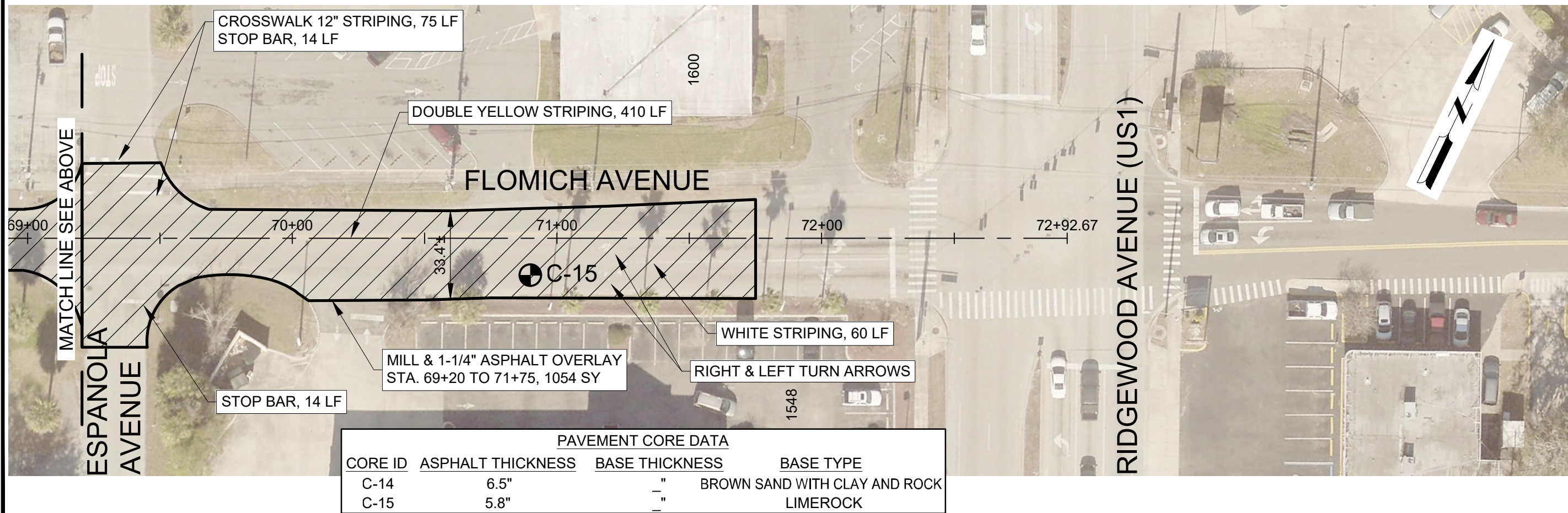
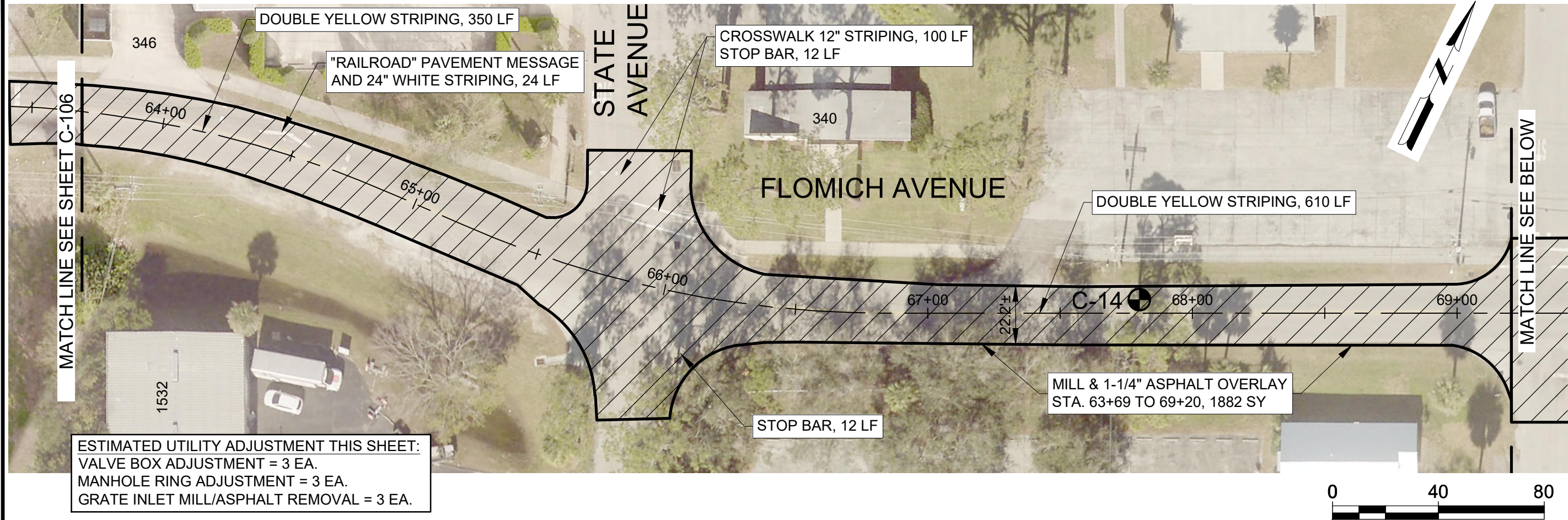
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FLOMICH AVE.

C-106

Packet Pg. 111

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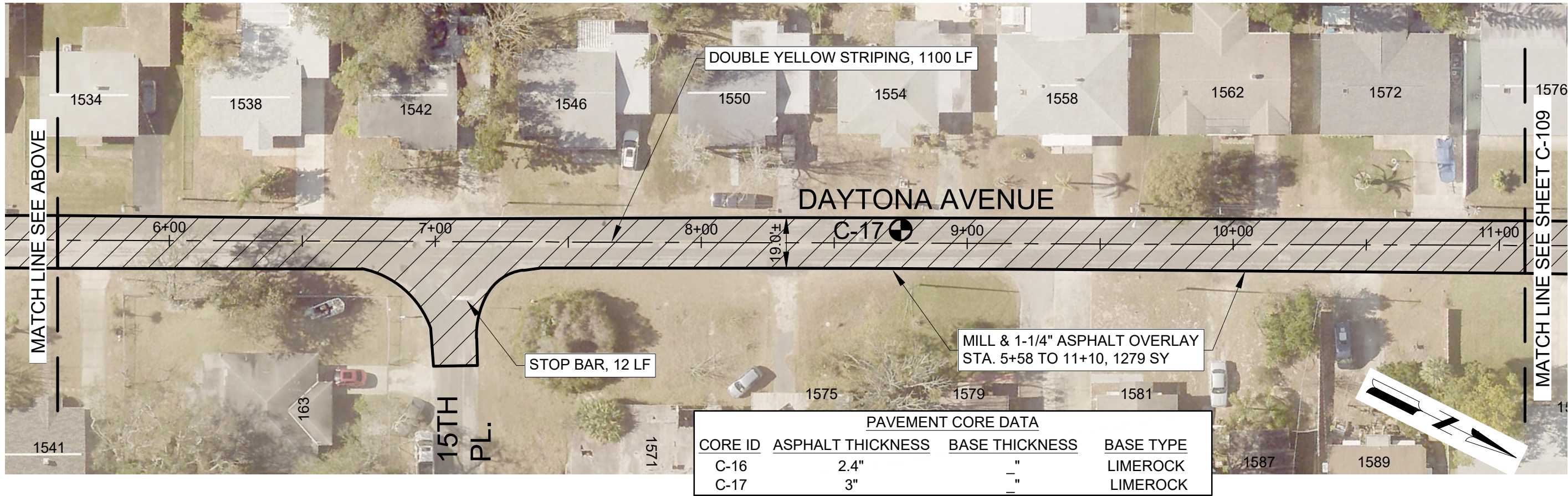
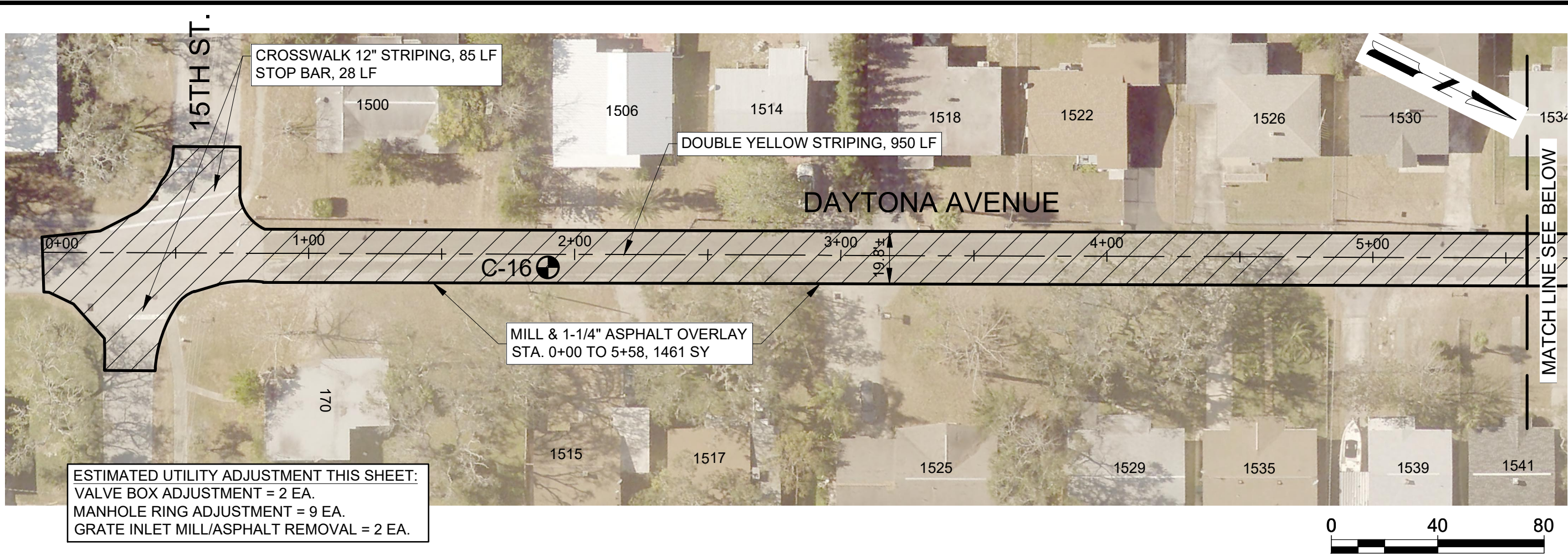
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C-107

Packet Pg. 112

Attachment: 1000710-182508.02 FY 2020 RD RESURF -90% PLANS 1-31-2020 (1) (2020-R-32 : Roadway Resurfacing Program FY2020)

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Mead & Hunt
Mead and Hunt, Inc.
4401 Eastport Parkway
Port Orange, FL 32127
phone: 386-761-6810
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FL Cert. #26730

HOLLY HILL
FLORIDA

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CITY OF HOLLY HILL
FY2020 ROADWAY RESURFACING
PROGRAM

ISSUED
01/31/20

90% DESIGN
SUBMITTAL

NOT FOR CONSTRUCTION

M&H NO.: 1000710-182508

DATE: JANUARY 2020

DESIGNED BY: DAK

DRAWN BY: RAP/PEJ

CHECKED BY: DAK

DO NOT SCALE DRAWINGS

SHEET CONTENTS
DAYTONA AVE. - 15TH ST.

C-108

Packet Pg. 113

Attachment: 1000710-182508.02 FY 2020 RD RESURF -90% PLANS 1-31-2020 (1) (2020-R-32 : Roadway Resurfacing Program FY2020)

CITY OF HOLLY HILL
FY2020 ROADWAY RESURFACING
PROGRAM

ISSUED 01/31/20 90% DESIGN SUBMITTAL

NOT FOR CONSTRUCTION

M&H NO.: 1000710-182508
DATE: JANUARY 2020
DESIGNED BY: DAK
DRAWN BY: RAP/PEJ
CHECKED BY: DAK
DO NOT SCALE DRAWINGS

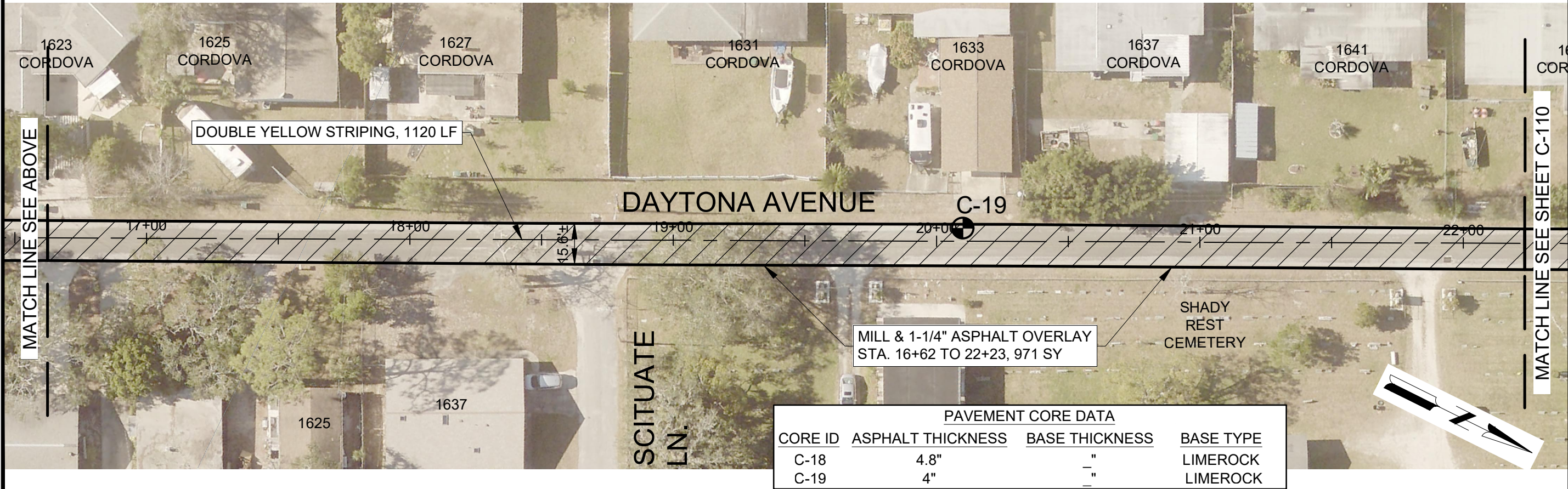
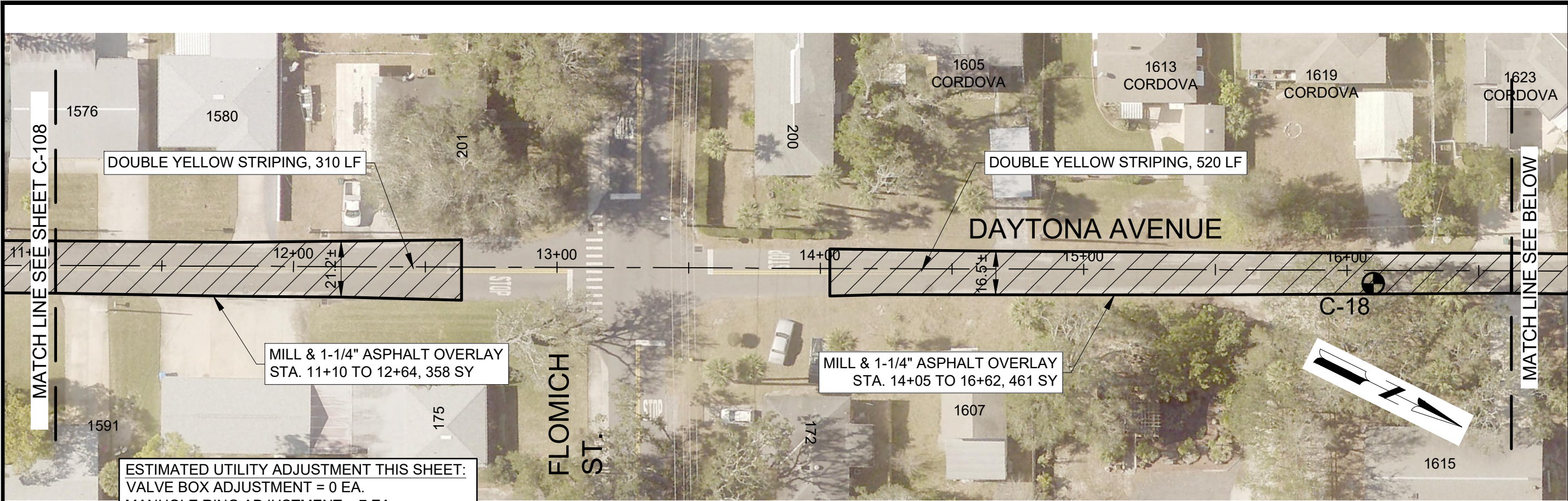
SHEET CONTENTS
DAYTONA AVE.

SHEET NO.

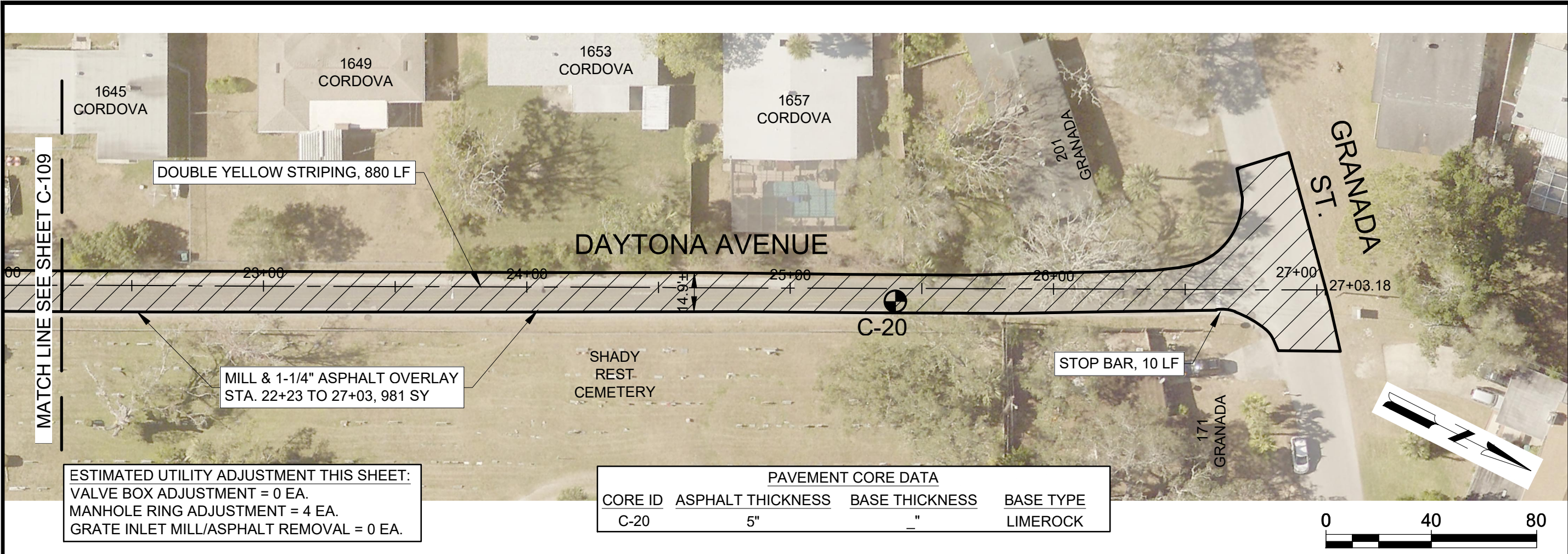
C-109

Packet Pg. 114

Attachment: 1000710-182508.02 FY 2020 RD RESURF -90% PLANS 1-31-2020 (1) (2020-R-32 : Roadway Resurfacing Program FY2020)



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& Hunt

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CITY OF HOLLY HILL
FY2020 ROADWAY RESURFACING
PROGRAM

ISSUED
01/31/20 90% DESIGN
SUBMITTAL

NOT FOR CONSTRUCTION

MBH NO.: 1000710-182508.02

DATE: JANUARY 2020

DESIGNED BY: DAK

DRAWN BY: RAP/PEJ

CHECKED BY: DAK

DO NOT SCALE DRAWINGS

SHEET CONTENTS

DAYTONA AVE. -
GRANADA ST.

SHEET NO.

C-110

Attachment: 1000710-182508.02 FY 2020 RD RESURF -90% PLANS 1-31-2020 (1) (2020-R-32 : Roadway Resurfacing Program FY2020)

Packet Pg. 115

City of Holly Hill Roadway Resurfacing FY2020
Bid Form
Seminole County Contract No. IFB-603616-19/BJC

				P&S PAVING, INC.	
Pay Item No.	Description	Unit	Est Qty	Bid Unit Cost	Extended Cost
101-1	Mobilization Charge (not to exceed 5% of contract total)	LS	1	\$ 22,600.00	\$ 22,600.00
102-1	Maintenance of Traffic includes labor/equipment/materials (not to exceed \$1500 per day)	LS	1	\$ 17,971.00	\$ 17,971.00
102-99	Portable Changeable Message Sign	Day	75	\$ 30.00	\$ 2,250.00
327-70D	Milling Existing Asphalt Pavement (Milled Material delivered to location within 5 miles of project site)	0-999 SY/job	17,971		\$ -
		1000-1999 SY/job			\$ -
		2000-2999 SY/job			\$ -
		3001 SY/job and Over		\$ 3.43	\$ 90,692.63
334-1-53	Superpave Asphaltic Concrete, Traffic Level C, FC-12.5 (PG 76- 22)	0-50 tons/job	2,181		\$ -
		51-399 tons/job			\$ -
		400-1999 tons/job			\$ -
		2000-3999 tons/job		\$ 113.44	\$ 247,412.64
		4004 tons/job and Over			\$ -
	Credit per ton for use of Superpave 9.5 Asphaltic Concrete non- friction course	TONS	2,181	\$ (6.00)	\$ (13,086.00)
339-1	Miscellaneous Asphalt Pavement	0-50 tons/job	147		\$ -
		51-399 tons/job		\$ 150.70	\$ 22,152.90
		400-1999 tons/job			\$ -
		2000-3999 tons/job			\$ -
		4007 tons/job and Over			\$ -
425-6	Water Valve or similar cover adjustment	EA	24	\$ 150.00	\$ 3,600.00
425-7	Manhole Ring Adjustment	EA	37	\$ 225.00	\$ 8,325.00
710-11-111	Temporary Pavement Marking -Paint - White Solid Stripe 6"	LF	60	\$ 0.24	\$ 14.40
710-11-221	Temporary Pavement Marking -Paint - Yellow Solid Stripe 6"	LF	16,778	\$ 0.24	\$ 4,026.72
710-11-123	Temporary Pavement Marking -Paint - 12" White	LF	965	\$ 1.38	\$ 1,331.70
710-11-125	Temporary Pavement Marking -Paint - Stop Bar 24" White	LF	533	\$ 2.75	\$ 1,465.75
710-11-910	Temporary Pavement Marking -Paint - School Zone	EA	2	\$ 55.00	\$ 110.00
710-11-920	Temporary Pavement Marking -Paint - Railroad Crossing	EA	2	\$ 55.00	\$ 110.00
710-11-170	Temporary Pavement Marking -Paint - White Arrows	EA	2	\$ 33.00	\$ 66.00
Subtotal, Seminole County Contract Items					\$ 409,042.74
711-11103	Thermoplastic, Standard, White, Solid, 12", for Interchange Markings	LF	965	\$ 3.03	\$ 2,923.95
711-11125	Thermoplastic, Standard, White, Solid, 24", for Stop Sign and Crosswalk	LF	523	\$ 6.33	\$ 3,310.59
711-11160	Thermoplastic, Standard, White, Message or Symbol	EA	7	\$ 165.00	\$ 1,155.00
711-15101	Thermoplastic, Standard, White, Solid, 6"	LF	60	\$ 0.88	\$ 52.80
711-15201	Thermoplastic, Standard, Yellow, Solid, 6"	LF	16,778	\$ 0.88	\$ 14,764.64
425-11	Modify Existing Drainage Structure	EA	18	\$ 495.00	\$ 8,910.00
Subtotal, Non-Seminole County Contract Items					\$ 31,116.98
Grand Total					\$ 440,159.72

Notes:

- 1 Assumed 75 days of construction.
- 2 Seminole County Contract does not include permanent, thermoplastic striping.
- 3 Pay item 425-11 includes reworking of asphalt and base up to 6 feet around in pavement grate inlets to provide smoother surface

Address: 3701 Olson Drive Daytona Beach Florida

Submitted by: Joe Murray

Contractor: P&S Paving, Inc

Telephone: 386 258 7911

Fax: 386-258-9313

State of Florida Certified General Contractor or Underground Contractor (Required Information)

Licensee: James Combs

License No: CUC 1225558

Attachment: P&S Paving - Holly Hill Resurface 2020 4-16-20 (2020-R-32 : Roadway Resurfacing Program FY2020)



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

**City Commission
Resolution**

6.3

MEETING DATE: July 14, 2020
FROM: Valerie Manning
SUBJECT: A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Sign a One Year Lease Agreement Extension Between the City of Holly Hill and the Volusia/Flagler YMCA, Establishing the Terms of This Agreement; Providing for Severability; and Providing an Effective Date.
NUMBER: 2020-R-33
APPLICANT:
PLANNER:

DISCUSSION:

I was recently informed that the Holly Hill YMCA is doing well. It is their only branch that has not seen a decrease in membership due to the pandemic. They currently have 109 adult memberships and 30 family memberships. This is a large increase over last year when they had approximately 40 memberships.

The Volusia/Flagler YMCA currently holds a contract with the City of Holly Hill to serve the community with certain recreational activities at the recreation facility located at 1046 Daytona Avenue. This discussion is to approve a contract for a period of one additional (1) one year term.

In this contract, the YMCA shall continue to:

- Supply the necessary staff and equipment to provide the following or similar types of activities: tennis lessons, community swim, water aerobics, dance class, karate, spinning, and weight room use. These services would be offered at the current Y pricing structure and the current Y operating hours;
- Subsidize those who cannot afford full monthly membership;
- Not duplicate sports being offered at the Hollyland Park location which may be offered by another party or the City;

The following items have not changed in this contract:

- No YMCA administration overhead charge to the City;
- Maintenance costs shall remain the same as under the current agreement;

- A daily fee of \$5.00 to Holly Hill residents that is inclusive of all non-fee based activities;
- The YMCA will continue to test the \$10.00 per month membership fee for the Holly Hill Club.
- The fee to provide these services would be \$45,000 annually.

Staff recommends that the City Commission accept the lease agreement with the YMCA to provide services for the amount of \$45,000 / year. The agreement would be effective October 1, 2020 and would be for a period of one year and shall have one additional year renewal at the discretion of the City Manager.

FISCAL ANALYSIS:

The funds for this agreement will be included in the proposed FY 2020-2021 budget.

STAFF RECOMMENDATION:

Approve the lease agreement and authorize the City Manager to execute the lease agreement with Volusia/Flagler YMCA to operate as the recreation program provider for the Daytona Avenue facility as outlined in the attached lease agreement contingent upon the approval of the FY 2020-2021 budget.

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

MOTION:

APPROVE THE RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO SIGN A ONE YEAR LEASE AGREEMENT EXTENSION BETWEEN THE CITY OF HOLLY HILL AND THE VOLUSIA/FLAGLER YMCA, ESTABLISHING THE TERMS OF THIS AGREEMENT.

ATTACHMENTS:

- YMCA Lease Agreement - One Year Extension - July 2020 (DOC)

Resolution No. 2020-33**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO SIGN A ONE YEAR LEASE AGREEMENT EXTENSION BETWEEN THE CITY OF HOLLY HILL AND THE VOLUSIA/FLAGLER YMCA, ESTABLISHING THE TERMS OF THIS AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO SIGN A ONE YEAR LEASE AGREEMENT EXTENSION BETWEEN THE CITY OF HOLLY HILL AND THE VOLUSIA/FLAGLER YMCA, ESTABLISHING THE TERMS OF THIS AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill desires to continue its relationship with the Volusia Flagler YMCA in order to provide recreational programs at the recreational facility located at 1046 Daytona Avenue; and

WHEREAS, the YMCA has a nationally recognized reputation and long-term history of providing quality community recreation programs; and

WHEREAS, the City of Holly Hill and the Volusia Flagler YMCA entered into a three year agreement on June 1, 2010 and approved a three year extension to the lease agreement on January 8, 2003 and another three year extension on September 27, 2016; and

WHEREAS, the City of Holly Hill and the Volusia Flagler YMCA wish to extend this agreement for one additional year.

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

SECTION 1. That the City Manager is hereby authorized to sign the lease agreement, attached hereto, so that the Volusia Flagler YMCA may continue to perform as a recreation provider at the Daytona Avenue facility.

SECTION 2. That the term of this agreement shall commence on October 1, 2020 and end on September 30, 2021 and shall have one additional year renewal at the discretion of the City Manager.

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 14th day of JULY, 2020.

CITY OF HOLLY HILL - YMCA LEASE AGREEMENT

THIS AGREEMENT made June 1, 2010, amended July 14, 2011 by resolution 2011-R-37, amended January 8, 2013 by resolution 2013-R-03, and amended August 13, 2013 by resolution 2013-R-52, amended September 27, 2016 by resolution 2016-R-55, **amended July 14, 2020 by Resolution 2020-R-33**, by and between CITY OF HOLLY HILL, a Florida municipality, (CITY) and VOLUSIA FLAGLER FAMILY YOUNG MEN'S CHRISTIAN ASSOCIATION, INC., a Florida non-profit corporation, ("YMCA").

WHEREAS, the CITY owns certain buildings and facilities located in the Recreation Department Complex, as delineated in Exhibit "A" (hereinafter referred to as FACILITIES);

WHEREAS, the CITY has traditionally provided certain recreation programs at the FACILITIES at an approximate cost to the citizens of \$400,000 annually;

WHEREAS, budgetary constraints force the CITY to seek alternative, more cost efficient and effective methods for providing those services.

WHEREAS, the YMCA is recognized nationwide for its expertise at providing recreation programs in a cost effective and efficient manner;

WHEREAS, the YMCA, due to economic constraints, requires a new location from which to provide ongoing recreational programs as well as expanded programs to the community;

WHEREAS, the CITY and the YMCA desire to enter into this Agreement for the CITY to retain the YMCA to provide the CITY's family health and wellness programs as more specifically set forth herein.

NOW, THEREFORE, in consideration of the terms, conditions, promises, covenants and payments hereinafter set forth, the CITY and YMCA agree as follows:

ARTICLE I - CONDITIONS, TERM AND RENTAL

Section 1.1 Conditions

- a) The CITY, for and in consideration of the covenants and agreements herein contained on the part of the YMCA, shall lease FACILITIES to the YMCA, to have and to hold the same for and during the term of this Lease, as hereafter set forth.
- b) The FACILITIES shall be referred to as the CITY of Holly Hill YMCA in documents related to programs provided at said FACILITIES and all logos and signage. All logos and signage shall to the extent possible incorporate the City of Holly Hill Logo.

Section 1.2 YMCA's Fixtures

- a) YMCA has inspected the FACILITIES and is accepting the FACILITIES in an "AS IS" condition. The fixtures and improvements that exist in the FACILITIES as of the effective date of this Lease shall remain and be deemed part of the FACILITIES.
- b) CITY is not obligated to provide any other equipment or other improvements to the FACILITIES as part of this Lease.
- c) YMCA shall furnish all other equipment that is necessary for the use by the YMCA including, but not limited to, office equipment, nautilus equipment, free weights and sporting equipment, etc. YMCA agrees to maintain said equipment in a safe, sanitary and neat condition, and in accordance with applicable governmental standards at all times.
- d) All of YMCA'S trade fixtures, and all personal property, signage, apparatus, machinery and equipment hereafter supplied by YMCA and located upon the FACILITIES, whether or not the same are affixed thereto, shall be and remain the personal property of the YMCA and may, at the option of the YMCA, be removed from the FACILITIES, provided YMCA is not in default at the termination of this Lease or as otherwise provided in Section 4.4. The YMCA shall repair and restore the FACILITIES to the condition that existed when this Lease commenced, reasonable wear and tear excepted and the YMCA shall repair all damages to the FACILITIES that occurs during the removal of the fixtures and personal property at the end of the Lease term. Any fixtures or personal property that are not removed by the YMCA at the end of the Lease term shall be deemed the sole and exclusive property of the CITY.

Section 1.3 Rental Commencement Date

This Lease shall become effective October 1, 2020 and shall continue for a period of (1) year expiring on September 30, 2021.

Section 1.4 Subsidy

The City covenants and agrees to pay to the YMCA as a subsidy for the FACILITIES, the sum of forty five thousand dollars (\$45,000) per year, payable quarterly with first payment of \$11,250 paid on October 15, 2013. Remaining payments as follows:

\$11,250 due on January 15,
 \$11,250 due on April 15,
 \$11,250 due on July 15

Section 1.5 Renewal, Replacement and Repair

- a) Repairs with an estimated cost in excess of \$1,500 per occurrence shall be the full responsibility of the CITY. For example, if the air conditioner requires a repair in the

amount of \$2,000, the CITY shall be responsible for the entire cost of that repair and not just the amount that exceeded \$1,500.

- b) YMCA may construct additional improvements on the FACILITIES only with the prior written approval of CITY. The cost of such improvements and the cost of operation and maintenance thereof shall be the responsibility of YMCA.
- c) The CITY shall have the right to inspect the Facility upon providing the YMCA with at least 24 hours advance notice.

Section 1.6 Utilities

The City shall make all arrangements for and pay timely all costs of all utilities and services furnished to or used by it, which shall be gas, electricity, water, storm water, internet access, trash collection and sewer services.

Section 1.7 Additional Taxes

The parties acknowledge that as a YMCA Facility, YMCA presently enjoys a tax exempt status, however, to the extent the same may be applicable, YMCA shall pay all taxes, including any tax due on any rent payable under this Lease, all personal property taxes, all real property taxes, leasehold improvements and/or leasehold interest taxes, sales taxes which may be assessed against or arise by reason of YMCA'S leasing of the FACILITIES or its operation of the FACILITIES as a YMCA Facility.

Section 1.8 Financial Reports

- a) During the term of this Lease, including the term of any extension or renewal, YMCA shall submit to CITY annual financial reports, audited by an independent certified public accountant, within ninety (90) days after final approval of the report by the YMCA Board of Directors.

ARTICLE II – USE AND OPERATION OF FACILITY

Section 2.1 YMCA Use

YMCA shall occupy and use the FACILITIES for a YMCA Facility and shall provide public family health and wellness programs that are typically provided by the YMCA. These programs shall include the following, or similar types of activities: tennis lessons, community swim, water aerobics, dance class, karate, spinning and weight room usage.

Section 2.2 CITY Use of Facilities

YMCA shall permit and allow CITY, without charge, to use the gym and pool facilities located on the FACILITIES, subject to the following conditions:

- a) Use of said FACILITIES by CITY shall not exceed a total of 20 hours per calendar year.
- b) Any hours CITY does not use said FACILITIES in one (1) calendar year shall not be carried forward to the next calendar year.
- c) Dates and times for use of said FACILITIES by CITY shall be subject to mutual agreement between director of YMCA's Holly Hill branch and the City Manager.

Section 2.3 CITY Use of Parking Areas

The YMCA shall permit and allow CITY, without charge, to use the parking lots and other parking areas located on the FACILITIES for parking of vehicles during special events and activities conducted on any portion of adjacent CITY property, including, but not limited to, CITY hall, gymnasium, athletic fields, municipal complex and grounds.

Section 2.5 Compatibility

- a) The YMCA agrees to operate, maintain and promote the operation and maintenance of the FACILITIES in a manner consistent with nationwide and local YMCA policies and practices.
- b) The YMCA agrees that operation of the FACILITIES shall be in accordance with applicable CITY regulations. The YMCA further agrees to comply with reasonable requests of the CITY pertaining to the operation and promotion of the City of Holly Hill YMCA in order to provide for the safety of YMCA members and the public.
- c) YMCA agrees that operation of the FACILITIES as a YMCA Facility will not unreasonably interfere with the use of the contiguous park area by members of the general public or by CITY. It is the parties' intention that the operation of the FACILITIES will be compatible with other CITY Recreation Programs.
- d) The YMCA agrees that operation of the FACILITIES shall not interfere with the use of other CITY recreational facilities such as sports fields utilized by various team sports organizations.
- e) The parties hereto agree to coordinate any special events and/or programs within their operations. YMCA agrees that it will not discriminate in its hiring or promotional practices.
- f) The tennis courts and handball courts associated with the FACILITY shall remain open without charge to the general public except as posted, a minimum of one week in advance, for scheduled YMCA activities to include but not be limited to Holly Hill YMCA classes, tournaments, etc.

- g) The YMCA shall not be charged a field usage fee for Holly Hill YMCA programs offered at Hollyland Park.
- h) The YMCA shall not duplicate youth sports offered at Hollyland Park or the 1200 Center Avenue location which may be offered by the CITY or another party.

Section 2.6 Maintenance

It shall be the responsibility of YMCA to keep the premises clean, sanitary and free from trash and debris. The complete upkeep and maintenance shall be borne by YMCA and YMCA agrees to maintain the premises in accordance with the terms and conditions of this Lease and consistent with prudent and well-reasoned maintenance procedures and techniques. The CITY shall be responsible for all lawn maintenance.

Section 2.7 Schedule of Operation

Holly Hill YMCA staff will determine the hours of operation of the Holly Hill YMCA. Prior to changing any facility hours the YMCA CEO will confer with the Holly Hill City Manager.

Section 2.8 Concessions

The YMCA may, but shall not be required to, dispense food and/or drink on the premises for consumption by users of the Facility.

Section 2.9 Fees

- a) Holly Hill YMCA member and program fees will be consistent with all Volusia Flagler YMCAs. Fees are set by staff and approved by YMCA Corporate Board of Directors.
- b) The YMCA will subsidize those who cannot afford full monthly membership rates at the current Y YOUR plan rates.
- c) The YMCA will provide a daily fee option of \$5.00 to Holly Hill residents that is inclusive of all non-fee based activities.
- d) There will be no YMCA administration overhead charged to the City of Holly Hill.

ARTICLE III - INSURANCE

Section 3.1 Insurance Requirements and Indemnification

YMCA shall fully indemnify and otherwise hold harmless CITY from any and all claims, demands or suits arising out of or otherwise attributable to YMCA or the occupancy of the FACILITIES by YMCA asserted by any party whatsoever, and this indemnity shall include all costs incurred by CITY, including reasonable defense attorney's fees. Without limiting any of the other obligations or liabilities of YMCA, YMCA shall provide, pay for, and maintain in force, throughout the term of this Lease, the insurance coverage set forth in this Article.

- a) Workers' Compensation Insurance to apply for all employees in compliance with the "Workers Compensation Law" of the State of Florida and all applicable Federal laws. In addition, the policy(s) must include:
- b) Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000.00) each accident.
- c) Comprehensive General Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:
 - i. Premises and/or Operations
 - 11. Independent Contractors
- d) Personal Injury Coverage with Employee and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Section 3.2 Additional Insured

CITY shall be included as an "Additional Insured" in the name of "City of Holly Hill" with respect to liability arising out of operations performed for CITY by or on behalf of YMCA or acts or omissions of CITY in connection with general supervisions of such operations.

Section 3.3 Notification

The policy(s) must be endorsed to provide the City of Holly Hill with thirty (30) days notice of cancellation and/or restriction.

ARTICLE IV - TERMINATION

Section 4.1 Termination by CITY

The occurrence of any of the following may cause this Lease to be terminated at the option of the CITY by notice to the YMCA.

- a) Assignment by YMCA for the benefit of creditors.
- b) Abandonment or discontinuation of operations at the FACILITIES during usual business hours and on such days as comparable facilities are open for business, unless such abandonment or discontinuation shall be due to causes beyond YMCA'S reasonable control such as, without limitation, acts of God, government laws or action, war, civil commotion, casualty, fire, storm, labor disputes or energy shortages, as long as

operations commence immediately after the event causing the discontinuance ceases to exist.

- c) The CITY shall have the right to terminate this Lease after thirty (30) days written notice by registered mail to YMCA, of the non-performance of any provisions of this Lease, unless the same shall have been corrected or remedial action started and diligently pursued within such period, to the reasonable satisfaction of the CITY.

Upon any termination pursuant to this Section, or if YMCA fails to exercise its option to renew, CITY shall have, in addition to any other remedies, the option to require that YMCA remove, at YMCA'S cost, all improvements made by YMCA to the FACILITIES. If the YMCA fails to remove the fixtures and personal property as requested by the City, said fixtures and personal property shall become the sole property of the CITY.

Section 4.2 Termination by YMCA

YMCA shall have the right upon thirty (30) days written notice to the CITY to terminate this Lease at any time after the occurrence of one or more of the following events:

- a) Issuance by any court of competent jurisdiction of any injunction substantially restricting the use of the facilities for its intended purposes, and the remaining in force of said injunction or period of more than thirty (30) calendar days.
- b) A breach by the CITY of any of the terms, covenants or conditions contained in this Lease and the failure of the CITY to remedy such breach within thirty (30) days after receipt of written notice sent by registered mail from YMCA of the existence of such breach, unless the same shall have been corrected or remedial action started and diligently pursued within such period.
- c) The assumption by the United States Government or any authorized agency thereof, or any other governmental agency, or the operation control or use of the facilities, or any substantial part, or parts, thereof in such a manner as substantially to restrict YMCA'S operations for a period of thirty (30) calendar days or more.

Section 4.3 Right to Remove Personal Property

At the termination of the Lease, either by expiration of the term or otherwise (except in the case of termination without cause by the YMCA), YMCA shall have the right to remove from the FACILITIES all its personal property and equipment used in the operation provided, however, that the CITY shall have a first and prior lien upon all such personal property to secure the payment to it of any and all sums due from YMCA.

Section 4.4 Termination Without Cause

- a) CITY shall have the right to terminate this Lease upon 90 days notice without cause and without penalty. Notwithstanding any provision hereof to the contrary, upon such

termination, the YMCA shall have the option of removing equipment and furnishings provided by the YMCA as long as the YMCA repairs any damage sustained in the removal of said equipment and furnishings.

- b) YMCA may terminate this Lease without cause upon providing CITY with 90 days written notice. Upon such termination and as liquidated damages for the termination, YMCA agrees to convey to the CITY and leave in the FACILITIES all furnishings and equipment normally located thereon by YMCA.

ARTICLE V - MISCELLANEOUS

Section 5.1 Assignment

- a) Subject to the provisions of this Lease, YMCA shall not assign or encumber its interest in this Lease or in the FACILITIES, or allow any other person or entity (except YMCA'S authorized representatives) to occupy or use all or any part of the premises and the building and improvements located thereon, without first obtaining CITY'S written consent.
- b) CITY shall not unreasonably withhold or delay its consent. However, any proposed assignee must have similar background and experience in the operation of a YMCA Facility, must operate the facility and provide substantially the same services on the FACILITIES as provided in this Lease and must have adequate financial resources.
- c) Should YMCA assign or attempt to assign this Lease or sublet any portion of the FACILITIES without the prior written consent of the CITY, then this Lease shall be terminated forthwith, without prior notice to YMCA. No consent to any assignment or encumbrance shall constitute a waiver of the provisions of this Section.

Section 5.2 Risk of Loss

The YMCA agrees to assume all risks of loss by fire, water, weather or other unforeseen damages to or destruction of any property or stock placed on the premises by the CITY and to hold the CITY harmless from any responsibility or liability therefore.

Section 5.4 CITY'S Warranties - Quiet Enjoyment

- a) CITY covenants and warrants that it has full right and lawful authority to enter into this Lease for the full term hereof.
- b) CITY covenants and agrees to and with YMCA that at all times when YMCA is not in default under the terms of and during the term of this Lease, YMCA'S quiet and peaceable enjoyment of the FACILITIES shall not be disturbed or interfered with by CITY or any person claiming by, through or under CITY.

Section 5.5 Approvals

It is understood by the parties to this Lease that where the approval of either of the parties is required by the Lease, such approval shall not be unreasonably withheld.

Section 5.6 No waiver

Failure of either party to insist upon strict performance of any covenant or condition of this Lease, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect. None of the conditions, covenants or provisions of this Lease shall be waived or modified except by the parties hereto in writing.

Section 5.7 Net Lease

This Lease is, except to the extent otherwise provided herein, a net lease, and YMCA hereby assumes and agrees to pay and perform all payments, expenses, duties and obligations with relation to the FACILITIES, the improvements constructed upon the FACILITIES and appurtenances thereto, maintenance and operation thereof, whether such duties and obligations would otherwise be construed to be those of the CITY or YMCA, except as otherwise provided herein, so that no matter from what source arising, if anything shall be required to be done in, upon or about the FACILITIES, the improvements constructed upon the FACILITIES or appurtenances thereto, the same shall be done and fulfilled at the sole expense and responsibility of YMCA, without any expense, liability, or obligations whatsoever to or on the CITY, except for such obligations as are expressly assumed by the CITY herein.

Section 5.8 Independent Contractor

- a) YMCA is an independent contractor under this Lease. Services provided by YMCA shall be by employees of YMCA and subject to the supervision by YMCA, and not as officers, employees or agents of the CITY.
- b) Personnel policies, tax responsibilities, social security and health insurance, employee benefits, travel, per diem policies, purchasing policies and other similar administrative procedures applicable to services rendered by YMCA in the FACILITIES shall be those of YMCA.
- c) Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the CITY and YMCA, it being expressly understood and agreed that neither the method of computation of rent nor any of the other provisions contained in this Lease nor any act or acts of the parties hereto shall be deemed to create any relationship between the CITY and YMCA other than the relationship of landlord and tenant.

Section 5.9 Entire Agreement

This Lease expresses the whole agreement between the parties, there being no representation, warranties or other understanding not hereto expressly set forth or provided for. No change or modification of or addition to this Lease shall be valid unless in writing and signed by parties hereto.

Section 5.10 Governing Law

This Lease shall be governed by and interpreted in accordance with the laws of the State of Florida. Venue for any litigation arising out of or related to this Lease shall be in State Court, Seventh Judicial Circuit, Volusia County, Florida and the parties specifically waive any Federal Court jurisdiction. The prevailing party in any litigation arising out of or related to this Lease shall be reimbursed reasonable attorneys' fees and costs, including costs of appeal.

Section 5.11 Notices

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if sent by Certified Mail, Return Receipt Requested, as follows:

TO YMCA:
President/CEO
Volusia Flagler YMCA, Inc.
761 International Speedway
DeLand, FL 32724

TO CITY:
City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

Section 5.12 Damage to FACILITIES

If at any time during the term of this Lease the FACILITIES shall be lost or destroyed so as to be wholly or partially untenable, CITY shall have the option of either restoring the FACILITIES or terminating this Lease, and shall exercise the option within the first sixty (60) days after the casualty. Rent shall be equitably apportioned during any such period of repair or restoration.

IN WITNESS WHEREOF, the parties hereto have made and executed this Lease by and through their authorized representatives on the respective dates under each signature.

WITNESS:

CITY OF HOLLY HILL, FLORIDA

By: _____
Joseph A. Forte, City Manager

ATTEST: _____
Valerie Manning, City Clerk

VOLUSIA / FLAGLER YOUNG MENS
CHRISTIAN ASSOCIATION, INC.

By: _____
Chris Seilkop, President/CEO



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

**City Commission
Agenda Item**

6.4

MEETING DATE: July 14, 2020
FROM: Valerie Manning
SUBJECT: TPO Funding Agreement for FY2020-2021 with City Holly Hill
NUMBER: (ID # 2950)
APPLICANT:
PLANNER:

DISCUSSION:

Each year the city contributes funds for the operation of the River to Sea TPO. The contribution amount for FY2020-2021 is \$1,196.00.

Each year the city has approved a funding agreement allowing for the city contribution and this agreement is due for renewal.

FISCAL ANALYSIS:

The city will be obligated to budget \$1,196.00 for FY2020-2021 to meet the requirements of the subject agreement.

STAFF RECOMMENDATION:

Staff recommends approval of the agreement.

COMMISSION GOAL:

N/A

MOTION:

Authorize the City Manager to execute the TPO FY2020-2021 Funding Agreement as submitted by staff.

- TPO Funding Agreement - FY2020-2021 (PDF)



To: River to Sea Transportation Planning Organization Member

From: Walter Lacey

Date: June 16, 2020

Re: FY 2020/21 Funding Agreement and Invoice

The River to Sea Transportation Planning Organization (R2CTPO) collects funding annually from each member to support the R2CTPO's functions necessary to achieve the desired role in planning the transportation system.

Enclosed you will find a Funding Agreements for the FY 2020/21 TPO member assessment. Please execute and return one original to the TPO office. An invoice for the FY 2020/21 member assessment for your processing was sent separately. If you have any questions, please contact us

Thank you for your support of the R2CTPO.

Beverly Beach	DeBary	Flagler Beach	New Smyrna Beach	Palm Coast	South Daytona
Bunnell	DeLand	Flagler County	Oak Hill	Pierson	Volusia County
Daytona Beach	Deltona	Holly Hill	Orange City	Ponce Inlet	
Daytona Beach Shores	Edgewater	Lake Helen	Ormond Beach	Port Orange	

**MUNICIPALITY/
TRANSPORTATION PLANNING ORGANIZATION
FY 2020/2021 FUNDING AGREEMENT**

THIS AGREEMENT, is made and entered into this ____ day of _____ 2020, by and between the **CITY OF HOLLY HILL**, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter "**CITY**"), and the **RIVER TO SEA TRANSPORTATION PLANNING ORGANIZATION** (hereinafter "**R2CTPO**").

WITNESSETH

WHEREAS, the River to Sea Transportation Planning Organization (R2CTPO) is the duly designated and constituted body responsible for carrying out the urban transportation planning and programming process for Volusia County and portions of Flagler County inclusive of the cities of Flagler Beach, Beverly Beach, and portions of Palm Coast and Bunnell; and

WHEREAS, Florida Statutes 339.175; 23 U.S.C 134; and 49 U.S.C. 5303 require that the urbanized area, as a condition to the receipt of federal capital or operating assistance, have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the urbanized area; and

WHEREAS, metropolitan planning organizations are the lead transportation planning agencies in urban areas throughout the United States; and

WHEREAS, the Fast Act provides metropolitan planning organizations with the authority and responsibility for transportation planning and funding; and

WHEREAS, the quality of life and economic vitality of our community depend on coordinating transportation issues and developing complementary plans and policies; and

WHEREAS, the R2CTPO has the lead role in formulating regional transportation plans and programs and coordinating transportation issues among local entities and the Florida Department of Transportation (FDOT); and

WHEREAS, the CITY desires to enter into this Agreement with the R2CTPO to provide it with funding to support the functions necessary to achieve the R2CTPO's desired role in planning the transportation system;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and the R2CTPO agree as follows:

1. **RECITALS.** The CITY and the R2CTPO hereby declare that the recitals set forth above are true and correct and incorporated herein.
2. **FISCAL YEAR 2020/21 FUNDING.** The CITY agrees to allocate **\$1,196.00** to the R2CTPO. Such funds shall be paid to the R2CTPO upon receipt of an invoice from the R2CTPO to the CITY. The payment shall be used for the R2CTPO fiscal year (FY) 2020/21 budget effective July 1, 2020. The funding provided to the R2CTPO by the CITY is equal to \$.10 per capita based on the 2018 BEBR estimates of population within each local governments jurisdiction as provided by the Bureau of Economic and Business Research, University of Florida.
3. **EFFECTIVE DATE AND TERMS.** The effective date of this Agreement is upon execution. The terms of this Agreement shall commence on the effective date and terminate on June 30, 2021.
4. **INTERPRETATION.** The headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.
5. **MISCELLANEOUS**
 - a. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings and agreements, written or oral, between the parties hereto. Any amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreement, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind either party hereto.
 - b. If any sentence, phrase, paragraph, provision or portion of this agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.
 - c. The parties hereby acknowledge that they have freely and voluntarily entered into this Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Agreement.

6. **CONTROLLING LAWS**

- a. This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of the CITY now in effect and those hereinafter adopted.
- b. The location for settlement of any and all lawsuits, claims, controversies or disputes, arising out of, or relating to, any part of this Agreement, or any breach thereof, shall be Volusia County, Florida.
- c. The parties to this Agreement agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to this Agreement.

7. **BINDING NATURE OF AGREEMENT**. This Agreement shall be binding only between the CITY and the R2CTPO, and inure to the benefit of the successors or assigns of the parties.

8. **NOTICES**. All notices, consents, approvals, waivers and deletions which any party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be sufficient only when mailed by certified mail, first class postage affixed, addressed as follows:

CITY: City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

R2CTPO: Lois Bollenback, Executive Director
River to Sea TPO
2570 W. International Speedway Blvd., Suite 100
Daytona Beach, FL 32114-8145

9. **AUDIT AND RECORD KEEPING PROCEDURES**. The R2CTPO shall maintain accurate public records of all services rendered in the performance of the agreement and shall provide access to such records in accordance with Florida Statutes, Section 119.07(1) (a), which states that the record can be inspected and copied by any person desiring to do so, at any reasonable time, under reasonable conditions and under supervision by the custodian of the public records. All records shall be maintained according to the State of Florida, *General Records Schedule GS1-SL for State and Local Government Agencies*, issued by the

Department of State, State Library and Archives of Florida, in accordance with the statutory provisions of Chapters 119 and 257, Florida Statutes. If any audit, litigation, claim, negotiation or other action involving the records has been started before the expiration of the retention period and disposition of the records, the records shall be retained until the completion of the action and resolution of all issues which arise from.

10. **PROVISIONS NOTWITHSTANDING.** Notwithstanding the provisions set forth above, nothing contained herein shall alter, amend or change those terms and conditions set forth in the bylaws of the River to Sea Transportation Planning Organization.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the day and year first above written.

RIVER TO SEA TPO



 Signature

Print Name: Lois Bollenback
 Title: River to Sea TPO Executive Director

ATTEST:



 Signature

Print Name: Debbie Stewart
 Title: River to Sea TPO Admin Assistant

(CORPORATE SEAL)

CITY OF HOLLY HILL

 Signature

Print Name: _____
 Title: _____

ATTEST:

 Signature

Print Name: _____
 Title: _____

(CORPORATE SEAL)



City Commission

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED

CONSENT AGENDA (ID # 2955)

Meeting: 07/14/20 07:00 PM

Department: Public Works

Category: Consent Agenda

Prepared By: Beth Wrenn

Initiator: Antoine Khoury

Sponsors: Supervisor Antoine Khoury

DOC ID: 2955

6.5

Purchase Orders with Hydra Service, Inc. - for the Purchase of Spare Pumps and Spare Parts for All Internal and External Lift Station Pumps

DISCUSSION:

City staff is requesting authorization to execute purchase orders with Hydra Service Inc., for the purchase of spare pumps and spare parts for all internal and external Lift Station Pumps. As the total purchases for this spare pump will exceed the purchasing limit to this vendor (Hydra Services Inc.), City Commission approval is being requested to execute purchase orders to Hydra Services with not to exceed limit of \$90,000. Currently, this year expenditure is about \$67,000.

SOLE SOURCE

Sole source or Standardization procurement is exempt from bidding procedures. The using department must submit to the Finance Department in writing for his/her approval the attempts made, or the data collected to substantiate declaring a product or service "sole source". The City Commission must approve the award of the sole source when the total purchases from the Sole Source Vendor exceeds when the dollar amount exceeds \$25,000.

SOLE SOURCE CRITERIA

The following criteria must be met in order to satisfy the sole source or proprietary source requirement:

- It is the only item that will produce the desired results (or fulfill the specific need) ...or
- The item is available from only one source of supply ... or
- The item is available from more than one vendor but due to extreme circumstances, only one vendor is suited to provide the goods or services.

STANDARDIZATION

Standardization is the process of examining characteristics and needs for items of similar end usage and developing a single specification that will satisfy the need for most or all purchases for that purpose. Proprietary purchases (usually components) maintain a degree of continuity to the original or existing decor, equipment, or programs.

Where standardization is determined to be desirable by the City, the purchase of materials, supplies and equipment and certain contractual services may be made by negotiation. Compatibility to existing equipment will be an acceptable justification for waiver of bidding procedures provided the item meets the other criteria within the definition of sole source item (i.e.; available from only one source and only item that will produce the desired results).

FISCAL ANALYSIS:

The City has selected Sulzer-ABS as a single source supplier for wastewater lift station pumps. This is advantageous to the City in order to maintain fewer spare parts. Hydra Service Inc., is the ABS Sole Source distributor of products for the Municipal Wastewater Collection & Treatment Market for the City of Holly Hill, FL. There is no other distributor authorized to distribute, sell and service ABS products in this area.

Section 30-71 of City Code allows for the purchases regardless of cost from a single source given prior commission approval. This approval is being sought from the commission for this purchase.

Sufficient budget funds were appropriated in the fiscal year 2020 budget for this request in capital like equipment (account 400-3020-533.5264). However, because the pumps are greater than \$5,000 and they are being held as inventory until needed the actual expenditure should be charged to capital equipment in General account 400-3020-533.6400.

STAFF RECOMMENDATION:

Authorize appropriate city staff to purchase spare lift station pumps and parts for remainder of the FY 2019-20 up to \$90,000.00.

COMMISSION GOALS:

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:

AUTHORIZE APPROPRIATE CITY STAFF TO PURCHASE SPARE LIFT STATION PUMPS AND PARTS FOR FY 2019-20 FROM HYDRA SERVICE INC., UP TO \$90,000.



Authorize Utility Billing Automated Notification Services Agreement

DISCUSSION:

Enco Services currently provides utility bill printing and mailing services to the City. The additional service agreement requested will contract with Enco Services to provide automated notification services for past due utility bills. These notifications are sent via e-mail, text, or Interactive voice recognition message.

FISCAL

ANALYSIS:

The new contract has an estimated annual cost not to exceed \$5,000. The costs are as follows:

One time set up fee \$250

Monthly Base charge \$125

Email \$0.28 per alert

Text \$0.25 per alert

IVR calls \$.38 per alert

The Fiscal year 2020 budget includes sufficient funds for these cost increases.

STAFF

RECOMMENDATION:

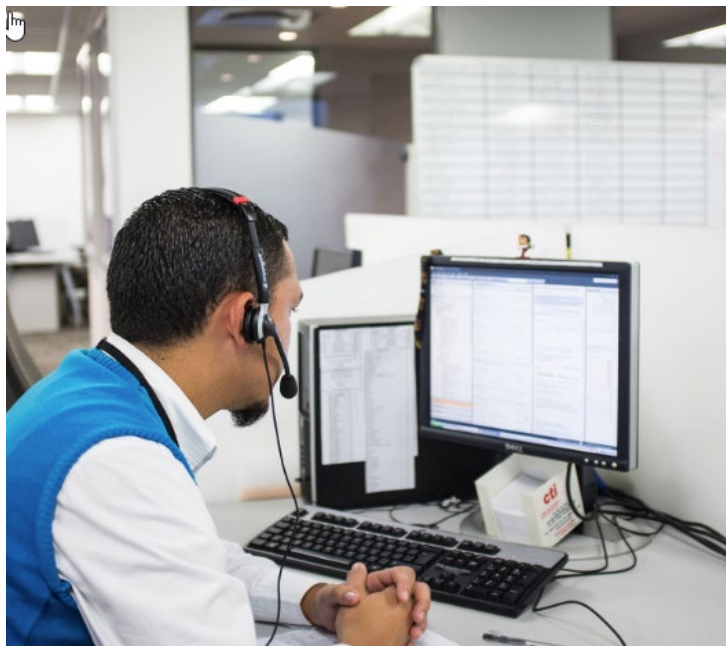
Recommend approval of agreement for automated utility bill late notifications with Enco Utility Services Florida, LLC.

COMMISSION GOAL:

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

MOTION:

AUTHORIZING A CONTRACT FOR UTILITY BILL AUTOMATED NOTIFICATION SERVICES WITH ENCO UTILITY SERVICES FLORIDA, LLC.; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS.



OUTBOUND COURTESY NOTIFICATION SERVICES

"Avoid non-payment disconnects with proactive late-payment outreach."

March 13, 2020

Proposal for



- ❖ IVR
- ❖ EMAIL
- ❖ TEXT

CUSTOMIZED SOLUTIONS



ENCO ADVANTAGE

Ruby Irigoyen, Senior Vice President, Customer Services
ENCO Utility Services Florida, LLC
Tallahassee Billing Services Center, 572-E Appleyard Rd.
Tallahassee, FL 32304
irigoyen@encous.com



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COVER LETTER

June 30, 2020

Ms. Stella Gurnee,

ENCO Utility Services Florida LLC (ENCO) is pleased to have the opportunity to provide our proposal for Courtesy Notification Services including IVR, text, and email to you.

Why Choose ENCO?

Reputation: We are proud to serve over 100 cities and counties throughout the United States.

Focus: We are solely dedicated to helping municipalities, such as yours, provide unparalleled services to their communities.

Experience: We offer industry-leading billing and customer support services.

Quality: Our clients trust our dedication to service, accuracy and reliability.

Cash Flow Advantage: We realize that managing cash flow is critical to your budget and utility payments are a significant part of your revenue. With that in mind, our customized solutions provide you with systems that not only serve your customers, but also assist you in receiving and processing payments while taking the burden off staff. Our utility solutions give you accountability and security throughout the process.

Superior Customer Service and Relationships: Our goal is to develop and maintain strong, long-term relationships while providing exceptional products and services. We accomplish this by being accessible, approachable and responsive. We take the time to listen to our customers, get to know them, and anticipate their needs. We strive to not only meet but exceed customer expectations.

Tomorrow's Technology Today: With mobile applications such as *Pay-by-Text*, *text statement notifications*, *voice reminders*, *Pay-by-phone options*, and *customer self-management*. We can add these services as your municipality grows.

Custom Developed Solutions: The strength of our offering is not only the product itself, but also our ability to help you meet your goals. We provide customized deliverables which reflect your vision and mission to bring quality and convenience to your customers in a timely manner. We assist you with efficient payment processing to maintain cash flow and help increase adoption rates for paperless billing.

I will serve as the primary contact regarding your response. Please let me know if you have any additional questions, comments, or concerns. Thank you again for your consideration.

Sincerely,



Ruby Irigoyen, Senior Vice President

irigoyen@encous.com

office: (951) 925-8092

cell: (951) 236-1571

QUALIFICATIONS

ENCO Company History

In 1997, Edison International formed a new affiliate called Edison Utility Services. This affiliate was formed to provide electric distribution and customer services to municipal and other small and medium sized electric utilities in the US. In 2001, Edison Utility Services was acquired by SRM-ENCO LLC and subsequently changed its name to ENCO Utility Services.

The customer services we provide include our call center, billing, bill printing and mailing, lockbox remittance processing, outbound courtesy notifications, plus dispatch and call out services for routine and emergency response. In addition to these base services, ENCO has experience in utility renewable energy power plant financing, siting, energy contract negotiation and construction. Getting back to our roots in the electric industry, ENCO services include electric distribution system design, engineering, construction, operations, maintenance, and all customer services.

ENCO currently has offices in Anaheim CA (headquarters) and customer service centers in Hemet CA, Moreno Valley CA (customer), Chattanooga, TN (customer) and now in Florida. This year ENCO has added an office in Tallahassee FL (call center/customer services and billing services). ENCO has been in business for over twenty years and partners with such companies as Municipal Code Corporation and JetPay Financial Services to provide services to more than 100 government agencies across the country. In fact, we recently acquired the Utility Billing Division of Municipal Code Corporation and will house this operation in the new Tallahassee facility. ENCO is a privately-owned corporation and is financially sound with no debt. Our leadership is focused on improving ENCO through investments in people and technology. Our culture is conducive to long-term employees. This makes for an experienced and stable workforce, so our clients can establish a long-term partnership.

Corporate Structure and Licenses

Federal Tax ID: 20-2160616 - Legal Structure: LLC
ENCO UTILITY SERVICES FLORIDA LLC

Corporate Headquarters

8141 E. Kaiser Blvd., Ste 212
Anaheim, CA 92808

Tallahassee Billing Services Center

572 Appleyard Drive, Suite E
Tallahassee, FL 32304

Hemet Customer Service Center

380 N. San Jacinto St
Hemet, CA 92543-3112

Chattanooga Customer Service Center

1250 Market Street Ste 1008
Chattanooga, TN 37402

Financial Resources

ENCO can provide audited financials if desired. **Note:** ENCO has never defaulted on any contract.

Contacts

Ruby M. Irigoyen
Senior Vice President of Customer Services
Cell 951-236-1571
Office: 951-925-8092
Email irigoyen@encous.com

SCOPE OF WORK

OUTBOUND COURTESY NOTIFICATIONS SERVICES

Our notifications can be sent via Email, text message, or automated outbound IVR and relieve you of the time-consuming and often stressful task of reaching everyone on your list individually.

First, you specify the type of notification. For example, if the customer has an email address, then you may want to send the notification by email. If they only have a cell phone number, then you may want to send a text message. If they have a landline, then a IVR notification.

Next, set the notifications schedule. This might be once each month, or at each billing cycle. You set the frequency based on your needs. You may want to send a notification a few days before the normal due date, then for those who have not paid and it is getting close to being disconnected or other event, you may want to send another notice 24 hours before that event. You can also use this service for boil water notices or planned outages.

Finally, submit your notification list to us with a special file name. Files are uploaded to the same portal that is used for bill print files. The file name starts the process. We send the notices out based on your requirements within 24 hours.

Examples of the notification types are as follows:

- Email:** This is the City of Holly Hill with a reminder. Your utility bill must be paid by 6PM on Monday July 31st to avoid additional fees and possible service interruption. To pay your bill online visit our website at http://www._____.org and click on "Pay My Bill" at the bottom of the home page.
- Text:** This is the City of Holly Hill with a reminder. Your utility bill must be paid by 6PM July 31st to avoid additional fees & possible service interruption. Reply STOP to opt out.
- IVR:** This is the City of Holly Hill with a reminder. Your utility bill must be paid by 6 P M on July thirty first to avoid additional fees and possible service interruption.

Other services are available upon request such as **Full Billing & Customer Services** (we do the complete billing process for you including call center support 24/7) or just **Call Center** or just **Utility Bill Printing and Mailing Services** or just **Remittance Lockbox Processing**.

We have developed software, procedures and training curricula that are specific to the utility industry. We are pleased to have the opportunity to propose delivery of very high-quality Outbound Courtesy Notifications to you for your customers.

ENCO has deep experience in providing utility services and believe you will find that we are the most qualified to provide the services that you seek. We look forward to working with you.

ENCO ADVANTAGE PRICING SCHEDULE

OUTBOUND COURTESY NOTIFICATION SERVICE

INITIAL PROGRAMMING AND SET-UP ONE TIME	\$250.00
Monthly Base Charge	\$125.00
<u>Type of Alert</u>	<u>Per Alert</u>
Email	\$0.28
Text	\$0.25
IVR Calls	\$0.38

ENCO ADVANTAGE AGREEMENT, TERMS & CONDITIONS

ENCO, a corporation duly organized and existing under the laws of the State of Florida, herein referred to as ENCO, hereby offers billing services for Holly Hill, Florida, herein referred to as Client.

ENCO, agrees to provide Client services defined in this proposal herein and at pricing contained in the ENCO Pricing Schedule. The Client agrees that ENCO shall be its exclusive provider of these goods and services during the term of this agreement. Any of the services or goods listed in the Additional Services Section may be obtained by your municipality with this purchasing vehicle.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address) .

(b) A provision that requires the contractor to comply with public records laws, specifically to:

- 1. Keep and maintain public records required by the public agency to perform the service.**
 - 2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.**
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.**
 - 4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.**
- 1. INTEREST - ENCO presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. In**

the performance of this contract, no subcontractor or person having such an interest shall be employed. To the best of our knowledge, no one who has or will have any financial interest under this contract is an officer or employee of the Client. It is expressly agreed that in the performance of the services required under this contract, ENCO, and any of its subcontractors or employees, shall at all times, be considered independent contractors and not agents of the Client.

2. **E-VERIFY** – ENCO uses the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all employees. We will not be subcontracting any of this work; all work will be performed by ENCO employees. ENCO’s E-Verify Number is 429556
3. **COMPENSATION** – In full and complete compensation for all goods and services provided by ENCO according to the Pricing Schedule, Client agrees to pay ENCO according to the rates set forth in the ENCO Pricing Schedule. Prices quoted in the Pricing Schedule are based upon specifications provided by the Client. If there is a change in specifications or instructions to the original quotation, the work performed will be billed at an adjusted rate agreed to by Client. ENCO will provide to Client an invoice after each production run consisting of all fees, as outlined in the ENCO Pricing Schedule, including a summary of postage used. A monthly late payment charge may be assessed on statements not paid within thirty (30) days.
4. **FORCE MAJEURE** – Neither party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond reasonable control of such party, including, without limitation: fire, explosion, power failure, flood, earthquake, hurricane or other act of God, civil commotion, terrorism, or acts of public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing or boycotts. In such event, the party affected shall be excused from such performance (other than any obligation to pay money) on a day-to-day basis to the extent of such interference. The other party shall, likewise, be excused from performance of its obligations on a day- to-day basis to the extent such party’s obligations relate to the performance so interfered.
5. **CONFIDENTIALITY** – ENCO agrees that any and all data, reports and documentation supplied by Client or its affiliates or third parties on Client’s behalf, which are confidential and which are clearly designated as confidential, shall be subject only to the disclosure requirement for the performance of ENCO’s obligations hereunder, and will be held in strict confidence and shall not be disclosed or otherwise disseminated by ENCO without the written consent of Client.
6. **INTELLECTUAL PROPERTY OWNERSHIP** – **(A)** Each party acknowledges that all trademarks, patents, copyrights, designs, licenses, know how, proprietary information and other intellectual property, including all documentation relating thereto, in any format or medium (“Intellectual Property”) belonging to the other (“Owner”), which may be disclosed or used for the purposes of this Agreement at all times belongs to the Owner. To the extent that one party is required to use the Intellectual Property of the Owner for the purposes of this Agreement, the Owner hereby grants a non-exclusive, non- transferable license to the other party to use the same, for the purposes of this Agreement, for so long as this Agreement remains in force and the user thereof shall not acquire any other rights whatsoever to the Owner’s Intellectual Property. All rights not expressly granted to Client hereunder are reserved by ENCO. **(B)** Client shall not, and shall not permit any other third party, to disassemble, decompile, reverse engineer, or create derivative works from the Software. **(C)** Client warrants to ENCO that it has obtained all right and authority to use any and all trademarks, service marks, trade names, domain names, slogans, logos, designs or other marks provided by Client to ENCO for use in connection with the Service. **(D)** ENCO shall be entitled to injunctive relief for any breach or threatened breach of this paragraph, without the necessity of ENCO showing actual money damages. Such injunctive relief shall not preclude ENCO from pursuing any other remedies available to it, including the recovery for damages sustained it is able to prove or for the cost of the action, including reasonable attorneys’ fees.
7. **LIMITATION OF LIABILITY** – The parties hereto agree that this agreement is only for the production of goods and services. ENCO shall be liable only to the extent of re-mailing a correction or corrected job as soon as possible to rectify the mistake. Breach of contract damages shall be limited to the value of the work performed. In the event of a breach of the terms of this agreement, ENCO shall not be liable for loss of

business, incidental or consequential damages, or costs in excess of billing for services related to the specific job. ENCO is not liable for incidental or consequential damages, including revenue, even if ENCO has been advised of the possibility of such loss or damage.

8. **NO AGENCY** - Nothing in this Agreement is intended, or shall be construed, to constitute or establish a joint venture, partnership or fiduciary relationship between the parties, and no party shall have the right or authority to act for or on behalf of any other party, except as otherwise expressly provided herein. Each party is acting as an independent contractor in the performance of its obligations under this Agreement.
9. **TERM OF AGREEMENT** – the Agreement is effective as of the Effective Date and will continue for an initial term of one (1) year period (“Initial Term”). Thereafter, this Agreement may be renewed by request in writing ninety (90) days in advance of the termination date. After the initial term, this Agreement may be terminated by either party in writing with ninety (90) days. Subsequent contract renewals are contingent upon the City appropriating budget for the services covered by the agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

ENCO Utility Services Florida, LLC

HOLLY HILL, FLORIDA
(CLIENT)

By: Ruby M. Irigoyen

By: _____

Ruby M. Irigoyen

Name: _____

Name: _____

SVP Customer Services

Title: _____

Title: _____

03-20-20

Date Signed: _____

Witness: _____

Date Signed:

Effective Date:

City Commission Agenda Item

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 1202 Ridgewood Avenue known as the Maple Leaf Gardens. The property is currently operated as a condominium complex with the Maple Leaf Condo Association as the owner of the common areas.

This list of code violations extend back as far as 2013 with several of the condo unit owners being cited for individual violations. There was little compliance and repeat violations that made this property one of the most non-compliant properties in the city.

In 2018 a new approach to gaining compliance was initiated by citing the Maple Leaf Gardens Association as the owner of the common area property and responsible party for code compliance. During this time, the longtime president of the association became ill and eventually passed away. Under new oversight, the property began gaining on compliance with the code violations.

The Findings of Fact and conclusion of Law determination by the Special Master on February 6, 2019 resulted in 16 separate code violations the if not resolved 30 days after the Special Masters finding, a daily find would be assessed until compliance is achieved.

On November 15, 2019 the code officers inspected the property and determined that all of the violations had been corrected. At this time the daily fines had stopped accumulating. The Maple Leaf Gardens HOA being represented by their attorney, Kevin T. Vagovic, Esq., submitted a request for a lien reduction on January 23, 2020. COVID-19 caused a delay in responding to the request for a lien reduction. Therefore, another inspection of the property revealed the property remains in compliance with the violations that had been originally listed.

Direct expenses to the City include:

Finance Dept.	$\$13.30 + 35\% \times 1$	$= \$19.95$
---------------	---------------------------	-------------

Code Enforcement	\$15.30 +35% x51	= \$ 1,053.40
Total Admin Cost		= \$1,073.35
Original Special Master Fines	\$250.00	= \$ 250.0
Filing Fee		= \$61.00
Release of lien fee		= \$20.00
TOTAL fees		\$ 531.50
Plus 10% of original lien		\$15,620.00
Total lien payoff		\$17,250.85

FISCAL ANALYSIS:

City to receive payment for administrative and direct costs in the amount of **\$17,225.85**.

STAFF RECOMMENDATION:

Reduce the lien from \$156,200.00 to the amount of **\$17,250.85**. The City shall not release the current total lien amount until payment has been received and cleared in the amount of **\$17,250.85**. If payment is not received by 5:00 PM on July 10, 2020 the full amount of the lien shall remain in place without an option to reduce the fine in the future.

COMMISSION GOAL:

N/A

MOTION:

To reduce the lien to an administrative fee in the amount of **\$17,250.85** payable no later than 5:00 PM on August 14, 2020. Failure to pay the lien by this date and time will cause the entire lien to remain upon the property and be subject to foreclosure.

- 1202 Ridgewood Ave. Maple Leaf Garden Lien Reduction Request (PDF)

MEMORANDUM

DATE: FEBRUARY 11, 2019
 TO: CITY MANAGER
 THROUGH: CODE ENFORCEMENT
 FROM: CODE ENFORCEMENT
 RE: CASE # 19-00000870 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 **\$156,200.00** 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

Via U.S. Mail

February 5, 2020

City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL. 32117

Re.: Case Number 19-00000870; Mapleleaf Gardens Condo Association

To Whom It May Concern:

I am writing this statement in support of my request to reduce the lien attached to Mapleleaf Gardens Condo Association, due to financial hardship. The Association has insufficient funds from which to pay the liens resulting from non-compliance with the City of Holly Hill's municipal code, as all funds were utilized to remedy the prior code violations. The Association had to make many large repairs, which cost a significant amount of money.

The failed inspection occurred while a previous President was managing the Association's affairs. On December 11, 2018, the Association gave a check in the amount of \$4,250 to a welder to bring railing and several other issues of concern into compliance. However, he never completed the work and we ultimately had to sue him. Unfortunately, in February 2019, the acting President passed away and a new President was not elected until April 2019, so very little work was able to be completed during this time to bring the property into compliance.

By the time that the new President was elected and stepped into position, the City of Holly Hill had already put the liens in place. The new President worked diligently and tirelessly for months on this property, and was able to get all repairs made and the building back in compliance prior to November 2019. Please note that Mapleleaf Gardens Condo Association passed inspection every year prior to this and again in November 2019. Also, the code violations did not relate to any hazardous or dangerous conditions, and no injuries occurred at the property as a result. Moreover, we work closely with Halifax Urban Ministries and the Salvation Army in supplying low-rent apartments to people who otherwise might be homeless.

Thank you very much for your time and consideration in this matter. I hope you will consider our request for a lien reduction, and please do not hesitate to contact me if you have any questions.

Very Truly Yours,


Lysette Marciano

Attachment: 1202 Ridgewood Ave. Maple Leaf Garden Lien Reduction Request (2960 : Request for Lien Reduction - 1202 Ridgewood Avenue -

CITY OF HOLLY HILL
CASE # 19-00000870

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: Maple Leaf Gardens Condo. ASSN.

Property Address: 1202 Ridgewood Ave, Holly Hill, FL 32111

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

386-451-1588 cell _____

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

Name: Kevin Vagstad, Esquire
Relationship: (Attorney)

Please see attached written statement.

Signed: [Signature]

Print Name: Lysette Marcene

STATE OF Florida
COUNTY OF: Volusia

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

Date: January 27, 2020



Amanda Goodwin

Notary Public

My Commission Expires 7/28/2023

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

Lien Reduction Request Information Sheet

Property Address: 1202 Ridgewood Avenue Date Prepared: _____

Owner of Property: _____

Date of Notice of Violation: _____

Violations:

1. Accessory structures Date of Compliance 10/15/19 Exhibit A
2. Building permit Date of Compliance 10/15/19 Exhibit A
3. Sidewalks and driveways Date of Compliance 11/15/19 Exhibit B
4. _____ Date of Compliance _____ Exhibit _____
5. _____ Date of Compliance _____ Exhibit _____
6. _____ Date of Compliance _____ Exhibit _____

Date of Special Master Hearing: _____ Daily Fines Start Date: _____

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

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

Notes if Applicable:

Fiscal Analysis:

_____ Grass Cutting

_____ Special Master Administrative Fine(s)

_____ Daily Accumulated Fines

_____ Filing Fees for Liens

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

_____ Code Enforcement Cost (Amount of Staff Hours: _____)

_____ Lien Release Fees

_____ Other: _____

_____ Subtotal

_____ Interest

_____ TOTAL

Exhibit A

Page

Prepared 2/10/20,14:58:39 Case Master Inquiry - (CEN200I001)
 Program HTDFTAL Screen detail for Program: CE CEN200I, Fees
 User ID HLLHRSA Case 19-00000870

Property Information

Address: 1202 RIDGEWOOD AVE
 HOLLY HILL, FL 321172757
 Location ID: 574
 PARCEL NUMBER: 4 2 42 88 00 0001
 Short Parcel ID:
 Zoning: CC-1 CC1 COMMERCIAL CORRIDOR
 Subdivision:
 Property Address Map
 1202 RIDGEWOOD AVE HOLLY HILL, FL 321172757 .00 .00 X

Case General Information

Case status: AC ACTIVE
 Status date: 6/24/2019
 Case type: CPM COMMERCIAL PROPERTY MAINT
 Reported date: 6/24/2019
 Origination: OI OFFICER INITIATED
 Default inspector: DMK DENISE MARQUEZ-KENNY
 Credit balance: .00

Owner Information

Owner name: MAPLE LEAF GARDENS CONDOMINIUM
 Address: LYSETTE MARCANO, PRESIDENT
 129 CORAL CIRCLE
 City: SOUTH DAYTONA, FL 32119
 Phone: (386) 290-2925
 Notice: Y
 Flip: N

Violations

Type	Status	Location	Quantity	Date Established	Date Resolved
SIDEWALKS AND DRIVEWAYS	AC		1	7/17/2019	
POOL ENCLOSURES	AC		1	7/17/2019	
PROTECTIVE TREATMENT	AC		1	7/17/2019	
EXTERIOR WALLS	AC		1	7/17/2019	
DOORS	AC		1	7/17/2019	
26-61 (1) SANITARY (GRASS)	AC		1	7/17/2019	
EXTERIOR MAINTENANCE	AC		1	7/17/2019	
ACCESSORY STRUCTURES	AC		1	7/17/2019	
BUILDING PERMIT	AC		1	7/17/2019	

Case Data

Description	Data
CN CORRECTION DATE	
NOV POTENTIAL HEARING DA	
SPECIAL MASTER HEARING D	
2ND MAILING ADDRESS	
FINE	

Active Inspections

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



Prepared 2/10/20,16:27:19
 Program HTDFTAL
 User ID HLLHRSA

Case Master Inquiry - (CEN200I001)
 Screen detail for Program: CE CEN200I, Fees
 Case 19-00002440

Page

Property Information

Address: 1202 RIDGEWOOD AVE
 HOLLY HILL, FL 321172757
 Location ID: 574
 PARCEL NUMBER: 4 2 42 88 00 0001
 Short Parcel ID:
 Zoning: CC-1 CC1 COMMERCIAL CORRIDOR
 Subdivision:
 Property Address Map
 1202 RIDGEWOOD AVE HOLLY HILL, FL 321172757 .00 .00 X

Case General Information

Case status: AC ACTIVE
 Status date: 2/10/2020
 Case type: RPM RESIDENTIAL PROPERTY MAINT
 Reported date: 2/10/2020
 Origination: AD ADMINISTRATION COMPLAINT
 Default inspector: JRA Joe Abin
 Credit balance: .00

Owner Information

Owner name: MAPLE LEAF GARDENS CONDOMINIUM
 Address: ASSOCIATION INC
 1202 RIDGEWOOD AVENUE
 City: HOLLY HILL, FL 321172757
 Phone: 0
 Notice: Y
 Flip:

Violations

Type	Status	Location	Quantity	Date Established	Date Resolved
SIDEWALKS AND DRIVEWAYS	AC		1	2/10/2020	

Case Data

Description Data
 CN CORRECTION DATE
 NOV POTENTIAL HEARING DA
 SPECIAL MASTER HEARING D
 2ND MAILING ADDRESS
 FINE

Active Inspections

Type	Insp ID	Schedule Date
No scheduled inspections exist		

Type	Description	Transaction	Amount Due	Amount Billed	Starting date	Ending date	Daily fee	Lien amount
Lien paid								
50	SPEC MAG DAILY FINE	11200.00	11200.00	.00	4/05/2019	11/15/2019	50.00	.00
	.00	11200.00	11200.00	.00				.00

Came into
 Compliance

This is being recorded to attach the Order of Non-Compliance to the Lien.

Attachment: 1202 Ridgewood Ave. Maple Leaf Garden Lien Reduction Request (2960 : Request for Lien Reduction - 1202 Ridgewood Avenue -
Book: 7779 Page: 74
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): 4242-88-00-0001	

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 Mapleleaf Gardens Condominium Association Inc

Lienor furnished labor, services or materials consisting of: (Describe specially fabricated materials separately)
Special Magistrate Administrative Hearing Fine of \$250.00, ordered on February 6, 2019. Special Master Violation Fine: \$50.00 per day, per violation, totaling Sixteen (16) cited violations against this property. Fifteen (15) cited violations at \$50.00 per day, per violation from April 5, 2019 through October 15, 2019 totaling 193 days, before coming into compliance with an accumulated fine of \$144,750.00, which remains unpaid. One (1) violation at \$50.00 per day from April 5, 2019 through November 14, 2019 totaling 224 days, before coming into compliance with an accumulated fine of \$11,200.00, which remains unpaid.

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

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

COMMON AREA FOR MAPLELEAF GARDENS CONDO MOTEL PER OR 2490 PG 1677

1202 Ridgewood Avenue, Holly Hill FL 32117

owned by Mapleleaf Gardens Condominium Association Inc of a total value of One Hundred Fifty-five Thousand Nine Hundred Fifty Dollars (\$155,950.00) of violations now in compliance, plus Two Hundred Fifty (\$250.00) Dollars for an Administrative Hearing fine. Lien totaling One Hundred Fifty-six Thousand Two Hundred (\$156,200.00) Dollars which remains unpaid as of November 19, 2019.

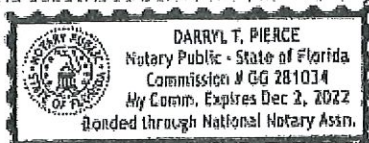
Failure to timely pay the fine and costs; may result in a certified copy of this Order, being recorded in the Public Records of Volusia County, Florida. Which if so recorded shall constitute a lien against the subject property; and upon any other real or personal property owned by Respondent. Respondent 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 19th day of November, 2019.



[Signature]

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. 4242-8800-0001
Case No. 2082875

Petitioner,

-vs-

Mapleleaf Gardens Condominium Association, Inc., 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 29th of January, 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 Mapleleaf Gardens Condominium Association, Inc., Owner(s) and Respondent(s) of the property located at 1202 Ridgewood Avenue, Holly Hill, FL 32117 was issued a Violation Notice on the 24th of September, 2018 for the violation of Section 114-727(a) All fences shall be maintained in their original upright condition; International Property Maintenance Code (hereinafter referred to as IPCM) 302.3 – Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions; IPCM 303.2 – Private swimming pools, hot tubs and spas, shall be completely surrounded by a fence or barrier not less than 48 inches in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching; IPCM 304.2 – 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; IPCM 304.6 – Exterior walls, shall be free from holes breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration; IPCM 304.15 – Exterior doors, door assemblies, operator systems if provided, and hardware shall be maintained in good condition; IPCM 302.7 – Accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair; IPCM 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 304.13 – Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight; IPMC 307.1 – Every exterior and interior flight of stairs having more than four risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface that is more than 30 inches above the floor or grade below shall have guards; 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; Section 26-61(3) Any condition which provides harborage for rats, mice, snakes and other vermin; Section 82-131 – No development activity may be undertaken without prior authorization by a development permit; Section 58-97 – No object shall be kept or maintained in a parkage area unless otherwise authorized by law. The term object shall include, but not necessarily be limited to fences, poles, barricades, flags, signs, landscape timbers, bricks and masonry blocks; and Section 62-28 – It shall be the duty of all persons, and the officers, agents and members of all firms, partnerships and corporations, intending to operate a business in the city, to comply with the provisions of all ordinances of the city and all laws of the state in order to obtain and hold a local business tax receipt from the city.

At the hearing, the Code Enforcement Officer testified that all the violations mentioned above continue to exist as of this hearing date. The Owner appeared and confirmed that these violations do continue to exist and is in the process of making the corrections and come into compliance.

CONCLUSIONS OF LAW

That Respondent and Owner of the property located at 1202 Ridgewood Avenue, Holly Hill, FL 32117 is in violation of Holly Hill Zoning and Ordinances: Section 114-727(a) All fences shall be maintained in their original upright condition; IPMC 302.3 – Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions; IPMC 303.2 – Private swimming pools, hot tubs and spas, shall be completely surrounded by a fence or barrier not less than 48 inches in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching; IPMC 304.2 – 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 304.6 – Exterior walls, shall be free from holes breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration; IPMC 304.15 – Exterior doors,

door assemblies, operator systems if provided, and hardware shall be maintained in good condition; IPMC 302.7 – Accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair; 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 304.13 – Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight; IPMC 307.1 – Every exterior and interior flight of stairs having more than four risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface that is more than 30 inches above the floor or grade below shall have guards; 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; Section 26-61(3) Any condition which provides harborage for rats, mice, snakes and other vermin; Section 82-131 – No development activity may be undertaken without prior authorization by a development permit; Section 58-97 – No object shall be kept or maintained in a parkage area unless otherwise authorized by law. The term object shall include, but not necessarily be limited to fences, poles, barricades, flags, signs, landscape timbers, bricks and masonry blocks; and Section 62-28 – It shall be the duty of all persons, and the officers, agents and members of all firms, partnerships and corporations, intending to operate a business in the city, to comply with the provisions of all ordinances of the city and all laws of the state in order to obtain and hold a local business tax receipt from the city.

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 114-727(a) All fences shall be maintained in their original upright condition, 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 IPMC 302.3 – Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free

from hazardous conditions, 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 **IPMC 303.2** – Private swimming pools, hot tubs and spas, shall be completely surrounded by a fence or barrier not less than 48 inches in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching, 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 **IPMC 304.2** – Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted, is not brought into compliance within thirty (30) days from the date of this order a fine of fifty dollars (\$50.00) a day for each and every day the violation continues to exist.

If the violation of **IPMC 304.6** – Exterior walls, shall be free from holes breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration, 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 **IPMC 304.15** – Exterior doors, door assemblies, operator systems if provided, and hardware shall be maintained in good condition, 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 **IPMC 302.7** – Accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair, 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 **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, 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 **IPMC 304.13** – Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight, 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 **IPMC 307.1** - Every exterior and interior flight of stairs having more than four risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface that is more than 30 inches above the floor or grade below shall have guards, 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 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, 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 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 26-61(3)** - Any condition which provides harborage for rats, mice, snakes and other vermin, 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 82-131** - No development activity may be undertaken without prior authorization by a development permit, 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 58-97** - No object shall be kept or maintained in a package area unless otherwise authorized by law. The term object shall include, but not necessarily be limited to fences, poles, barricades, flags, signs, landscape timbers, bricks and masonry blocks, 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 62-28** - It shall be the duty of all persons, and the officers, agents and members of all firms, partnerships and corporations, intending to operate a business in the city, to comply with the provisions of all ordinances of the city and all laws of the state in order to obtain and hold a local business tax receipt from the city, 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.

DONE AND ORDERED this 6th day of February 2019, in Holly Hill, County of Volusia, Florida.

CITY OF HOLLY HILL
CODE ENFORCEMENT

By, Melody Pullen
Melody Pullen, Special Magistrate
Attest: [Signature]
Code Enforcement Official

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on 6 day of February, 2019 a true and accurate copy of the foregoing has been furnished by U.S. Mail to:

Mapleleaf Gardens Condominium Assoc., Inc.
1202 Ridgewood Avenue
Holly Hill, FL 32117

Mapleleaf Gardens Condominium Assoc. Inc.
67 Sounders Trail Circle
Ormond Beach, FL 32174

[Signature]
Code Enforcement Official

Attachment: 1202 Ridgewood Ave. Maple Leaf Garden Lien Reduction Request (2960 : Request for Lien Reduction - 1202 Ridgewood Avenue -



November 19, 2019

Clerk of Circuit Court – Volusia County
Records Management Center
P.O. Box 6043
DeLand, FL 32721-6043

Hello,

I have enclosed a document for recording with the Clerk of Court. Please forward your statement for recording this instrument to:

City of Holly Hill
Finance Department
1065 Ridgewood Avenue
Holly Hill, FL 32117-2807

Sincerely,

Finance Department



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

**City Commission
Ordinance**

8.1

MEETING DATE: July 14, 2020
FROM: Brian Walker
SUBJECT: **SECOND READING - an Ordinance of the City of Holly Hill, Florida, Approving the Seventh Amendment to Marina Grande Residential Based Mixed Use Planned Unit Development (Mpud) Development Agreement; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.**
NUMBER: 2020-O-3028
APPLICANT: Brian Walker
PLANNER:

INTRODUCTION:

Marina Grande Mixed Use Planned Unit Development (MPUD) 7th Major Amendment - Consider a major amendment to the Marina Grande MPUD, approving temporary signage as shown in Exhibit A.

BACKGROUND:

On November 23, 2004, the City Commission approved Ordinance 2714, which approved a mixed use planned unit development agreement for the property which has become known as Marina Grande. Over the years the initial MPUD agreement has been amended several times, to address modifications to the plan and address some procedural issues.

The original agreement, provided a plan for signage, including project identification signs and signage for retail spaces. However, the agreement did not address real estate signage to be used for the sale and rental of residential and commercial units.

Over time, the applicant found that standard city codes for real estate signage were limiting their efforts to complete sales of the residential units, and lease the commercial space. Therefore, in 2016, the applicant submitted a request to the City to amend the MPUD agreement. This was the 6th request to amend the MPUD. The request consisted of a plan for real estate signage that was more specifically tailored to the applicant's needs, and that would replace the standard real estate signage as regulated by the City code.

The applicant proposed a signage plan that included the following elements (also see Exhibit B which shows photographs, signage details, and locations that were submitted as part of the 6th amendment):

1. Three two-panel signs located along the Riverside Drive frontage north of the park entrance, at the main project entrance, and across from Third Street.

2. Three flutter flag signs located on the dock.
3. One banner sign located on the south tower, south side approximately 100 feet long

On March 28th, 2017, the City Commission approved the applicant's plan for real estate signage by approving the 6th Amendment to the Marina Grande MPUD. However, the approval was limited to a 3 year term that expired on March 27th, 2020.

On May 6th, 2020, the applicant submitted an application to amend the MPUD, by requesting that the City Commission reapprove and extend the display time, for the temporary real estate signage plan that expired on March 27th, 2020.

At the City Commission meeting held on June 9th, the City Commission took into consideration public input and requested that some modifications be made to the proposed temporary signage plan. The applicant has made the requested modifications which are attached as Exhibit A. The applicant requests that the plan as shown in Exhibit A, be approved for three (3) years from the date of the approval of this requested 7th amendment or until such time that the owners no longer own or control five (5) units of the total residential units, whichever occurs sooner.

The applicant has provided a detailed explanation for their request attached as Exhibit C.

In considering whether or not to approve the applicant's request, the Commission must consider whether or not the request is consistent with the policies of the City's comprehensive plan. The comprehensive plan's Future Land Use Element, includes one policy which addresses signage. The policy reads as follows:

Policy 1.2.8 - Such regulations shall ensure that new and replacement signs shall adhere to the community standard for aesthetics and minimize confusion that results from visual disarray, while allowing reasonable identification and promotion of businesses.

This policy references the city's land development regulations, but does not include specific measurable standards that can be applied to the proposed banner sign or to any of the proposed signage. The Board of Planning and Appeals and the City Commission is left to its judgment as to whether or not the proposed signage program adheres to community standards for aesthetics; minimizes confusion from visual disarray; and allows reasonable identification and promotion of business.

RECOMMENDATION:

The City Commission can approve the proposed amendment to the MPUD agreement if the City Commission, in its opinion, finds the proposed signage program consistent with Policy 1.2.8 of the Future Land Use Element.

ATTACHMENTS:

- 6th Amendment to the MPUD (PDF)
- Application (PDF)
- Exhibit A - Proposed Sign Plan (PDF)

- Exhibit B - Sign Plan Approved with 6th Amendment (PDF)
- Exhibit C - Applicant Request and Justification Statement (PDF)
- Minutes to 1st Reading of 6th Amendment (PDF)
- Minutes to 2nd Reading of 6th Amendment (PDF)
- Proposed - 7th Amendment to PD Proposed Amendment (PDF)

HISTORY:

06/09/20

City Commission

APPROVED AT 1ST READING

Next: 06/23/20

Rob Merrell, Attorney from Cobb Cole representing Marina Grande on the Halifax, Walter Borgen, Broker/Owner of Remax Signature were present to discuss the first reading of Ordinance 3028, the Seventh Amendment to the Marina Grande Residential Based Mixed Use Planned Unit Development (MPUD) Agreement for signage. There was a lengthy discussion between Attorney Merrell, Attorney Simpson, Mayor and City Commissioners and Mr. Forte, City Manager. The Mayor and City Commissioners announced for the record if there was any ex parte communication with anyone involved with this agenda item. Commissioner Penny mentioned that he received a text from Attorney Merrell but they missed each other all day and spoke for thirty (30) seconds before the meeting tonight; received a visit from Holly Hill resident Heidi Heller at this office to discuss this item. Mayor Via mentioned he received a text from Attorney Merrell; received a message from Mrs. Molder who is against the banner on the building; received a phone call from Mr. Manchurian. Mayor Via mentioned he didn't respond to anybody. There was an email/letter that was sent to the Mayor, City Commissioners and Mr. Forte from a "Johnathon", which was stated by Attorney Merrell for the record. Mayor Via asked if Attorney Simpson could give the definition for this item on tonight's agenda as it pertains to "competent substantial evidence" to members of the audience.

Mayor Via opened public participation.

The following individuals came forward to speak to the Mayor and City Commissioners, all of whom were residents of Marina Grande and shared their concerns and opposition of another banner on the building: Robert Van Winkle, MG resident; Ron (?), MG resident; Mike (?), MG resident; Don Durham; Kimberly Clark, MG resident; a representative from ReMax Sales team (who encouraged the Mayor and Commissioners to allow for the banner so that it could continue to help sell the units); Jim Legary, Holly Hill; Wayne Olette (?), MG resident; Terry Wood, MG resident; Maurice Miller, MG resident; Sam Deijan, MG resident; and Derrick Nemo, MG resident.

Mayor Via closed public participation.

There was discussion amongst the Mayor and Commissioners during this time as to their decision for the Seventh Amendment to the MPUD request from MG on the Halifax.

*Commissioner Danio made a motion to **APPROVE SO THAT THE APPLICANT AND STAFF CAN WORK ON A COMPROMISE TO BE ACCEPTABLE AT THE SECOND READING AND UTILIZING THE VERY TOP FLAT PANEL OF THE TWO BUILDINGS FOR THE SIGNAGE AND THIS INCLUDES ALL THE OTHER SIGNS REQUEST WITHIN THE AGREEMENT**, seconded by Commissioner Penny.*

PASSED, 4-0.

(A copy of the CD is available upon request in the City Clerk's office).

06/23/20

City Commission

CONTINUED TO A DATE CERTAIN

Mr. Forte stated the applicant contacted the city and requested that this item be continued to a date and time certain to the regular City Commission meeting on July 14, 2020 at 7:00 PM. They are not here tonight but he told them he would bring that up and that the Commission would support continuing that item to that date and time. However, there's an item that came to his attention over the past week with regards to the existing sign and the question that came up was whether or not that existing sign should come down. In the conversation that the Commissioners had during the last meeting with the sign in this location, the motion that the Commission approved said, "approve so that the applicant and staff can work on a compromise to be acceptable at the second reading in utilizing the very top flat panel of the two building for the signage and this includes all other sign requests within the agreement." There was an assumption that the Commission was not going to approve the vertical sign down the building, therefore, that sign should be removed. It hasn't been removed and he hasn't given them notice to remove it. He wanted to get clarification tonight from the Commission to see if that was their intent that, that vertical sign be removed from the building. Now, remember, that's in the Code Enforcement process right now and it was held off pending the decision of the Commission. Well, if the Commission's decision is to not allow that vertical sign moving forward then the question is, is the Commission's intent that, that sign be removed?

Mayor Via opened public participation.

The following individuals spoke to the Mayor and City Commissioners: Robert Van Winkle and Kimberly Clark, residents of MG on the Halifax.

Mayor Via closed public participation.

There was CONSENSUS from the Commission to have the sign removed and direct staff to notify the applicant.

(The full discussion of this agenda item and meeting is available upon request onto a CD in the City Clerk's Office).

*Commissioner Currie made a motion to **TABLE THIS ITEM TO THE JULY 14, 2020 REGULAR CITY COMMISSION MEETING AT 7:00 PM**, seconded by Commissioner Penny.*

Mayor Via opened public participation.

The following individuals spoke to the Mayor and City Commission: Robert Van Winkle and Kimberly Clark, MG on the Halifax residents.

Mayor Via closed public participation.

PASSED, 5-0.

Ordinance No. 2020-3028**SECOND READING - AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE SEVENTH AMENDMENT TO MARINA GRANDE RESIDENTIAL BASED MIXED USE PLANNED UNIT DEVELOPMENT (MPUD) DEVELOPMENT AGREEMENT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE SEVENTH AMENDMENT TO MARINA GRANDE RESIDENTIAL BASED MIXED USE PLANNED UNIT DEVELOPMENT (MPUD) DEVELOPMENT AGREEMENT; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Owner/Developer of Marina Grande have proposed a Seventh Amendment to the MPUD, to allow temporary signage as shown in Exhibit A of the proposed Seventh Amendment to the Marina Grande (MPUD) development agreement;

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

SECTION 1. The City Commission of the City of Holly Hill hereby approves the Seventh Amendment to Marina Grande Residential Based Mixed Use Planned Unit Development (MPUD) Development Agreement, a true and correct copy attached hereto.

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

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

repealed.

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

APPROVED AND AUTHENTICATED on this 14th day of JULY, 2020 for second reading.

Prepared by:
Cobb Cole
Robert A. Merrell III, Esquire
149 S. Ridgewood Avenue, Suite 700
Daytona Beach, FL 32114

**SIXTH AMENDMENT TO
MARINA GRANDE RESIDENTIAL BASED MIXED USE
PLANNED UNIT DEVELOPMENT (MPUD)
DEVELOPMENT AGREEMENT**

THIS SIXTH AMENDMENT TO MARINA GRANDE RESIDENTIAL BASED MIXED USE PLANNED UNIT DEVELOPMENT (MPUD) DEVELOPMENT AGREEMENT (the "Sixth Amendment") is made this 28th day of March, 2017, by and between **HHA BORROWER, LLC**, a Delaware limited liability company, and **HH BLUE TIDES, LLC**, a Delaware limited liability company (the "Owners") and the **CITY OF HOLLY HILL**, a Florida municipal corporation (the "City").

WHEREAS, Riverside Holly Hill, LLC, a Florida limited liability company, and Holly Hill I Associates, Ltd., a Florida limited partnership (collectively, the "Developer") and City entered into that certain Development Agreement dated January 25, 2005, for the development of certain real property as described in said Agreement, as modified by that certain First Amendment to Agreement dated October 31, 2005 (the "First Amendment"); as further modified by that certain Second Amendment to Agreement dated November 15, 2005 (the "Second Amendment"); as further modified by that certain Third Amendment to Agreement dated November 14, 2006 (the "Third Amendment"); as further modified by that certain Fourth Amendment to Agreement dated February 13, 2007 (the "Fourth Amendment"); and as further modified by that Fifth Amendment to Agreement dated March 27, 2011 (the "Fifth Amendment") (collectively the "Agreement");

WHEREAS, Owners acquired ownership of the Property as a bulk assignee; and

WHEREAS, Owners and City wish to further modify certain provisions of the Agreement as detailed below.

NOW, THEREFORE, in consideration of the mutual covenants and promises made herein, the parties hereto covenant and agree to bind themselves as follows:

1. The above recitations are true and correct and incorporated herein by reference.
2. Owners and City mutually agree to amend Exhibit "E" attached to the Development Agreement to add pages depicting the Sign Plan for Marina Grande. There are currently temporary and permanent signs that will be removed and temporary and permanent signs incorporated into the development as depicted on Exhibit "E" attached hereto. Exhibit "E" is amended in its entirety as depicted and attached hereto.



3. The parties hereto agree that the number and size of the proposed temporary signs are as follows:

Three two-panel signs located along Riverside Drive frontage north of the park entrance, at the main project entrance, and across from Third Street;

Three flutter flag signs located on the dock;

One banner sign located on the south tower, south side of the building;

Removal of two non-conforming signs at the Third Street entrance;

South Panel Sign 4'8" x 15'

Central Panel Sign 4' x 5'

North Panel Sign 3' x 18'

Flutter Flags 33" x 152"

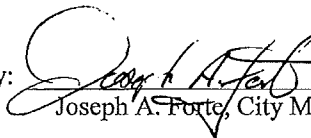
Banner Sign 12' x 100'

4. The parties hereto agree that the language of the proposed signs shall address only sales with no advertising for leasing.
5. The parties hereto agree that the duration of the proposed temporary sign package shall be three (3) years from the date of the approval of this Agreement.
6. The parties hereto agree that this Sixth Amendment constitutes a major amendment to the Agreement.
7. In the event there are unresolved complaints from the condominium unit owner(s) about the unreasonable noise cause by wind blowing on or through the banner on the South Tower, the City Commission has the right to conduct a public hearing, with reasonable notice to the complainants and the Developer, to review the continued use of a banner for advertising purposes. The City Commissioner specifically reserves the right to amend or repeal this Amendment at the noticed public hearing.
8. Except as specifically modified herein, the Agreement shall remain in full force and effect as first made.
9. Signatures on copies of this Sixth Amendment which are transmitted by facsimile or by electronic mail are counterparts and shall be deemed originals for all purposes.

NOW THEREFORE, the undersigned parties hereby agree to the above terms and conditions of the Sixth Amendment.



CITY OF HOLLY HILL,
a Florida municipal corporation

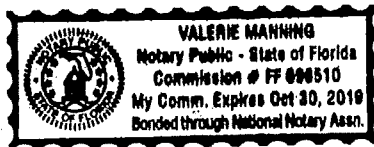
By: 
Joseph A. Forte, City Manager



STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 29th day of March, 2017, by JOSEPH A. FORTE, City Manager, City of Holly Hill, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC



Sign: Valerie Manning

Print: Valerie Manning
State of Florida at Large
(Seal)

My Commission Expires: Oct. 30, 2019

Title/Rank: City Clerk, CMC

Commission Number: FF898510



Instrument # 2017091748 #4 Book: 7395 Page: 3971

WITNESSES:

Michael D. Hall
Michael D. Hall
 (Name Printed or Typed)

Eva Garcia
 (Name Printed or Typed)

STATE OF Florida
 COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 8th day of May, 2017, by Brett Dill, as Managing Partner of **HHA BORROWER, LLC**, a Delaware limited liability company, who is personally known to me or has produced _____ as identification.

HHA BORROWER, LLC

A Delaware limited liability company

By: Brett DillName: Brett DillTitle: Managing Partner

NOTARY PUBLIC

Sign: Deborah D. Lacroix

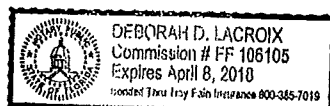
Print: _____

State of Florida at Large
 (Seal)

My Commission Expires: _____

Title/Rank: _____

Commission Number: _____



WITNESSES:

Michael D. Hall
Michael D. Hall
 (Name Printed or Typed)
[Signature]

Eva Garcia
 (Name Printed or Typed)

STATE OF Florida
 COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 8th day of May, 2017, by Brett M. Tidd, as Managing Partner of **HH BLUE TIDES, LLC**, a Delaware limited liability company, who is personally known to me or has produced _____ as identification.

HH BLUE TIDES, LLC

A Delaware limited liability company

By: [Signature]
 Name: Brett M. Tidd
 Title: Managing Partner

NOTARY PUBLIC

Sign: [Signature]

Print: _____
 State of Florida at Large
 (Seal)



My Commission Expires: _____

Title/Rank: _____

Commission Number: _____



Instrument # 2017091748 #6 Book: 7395 Page: 3973

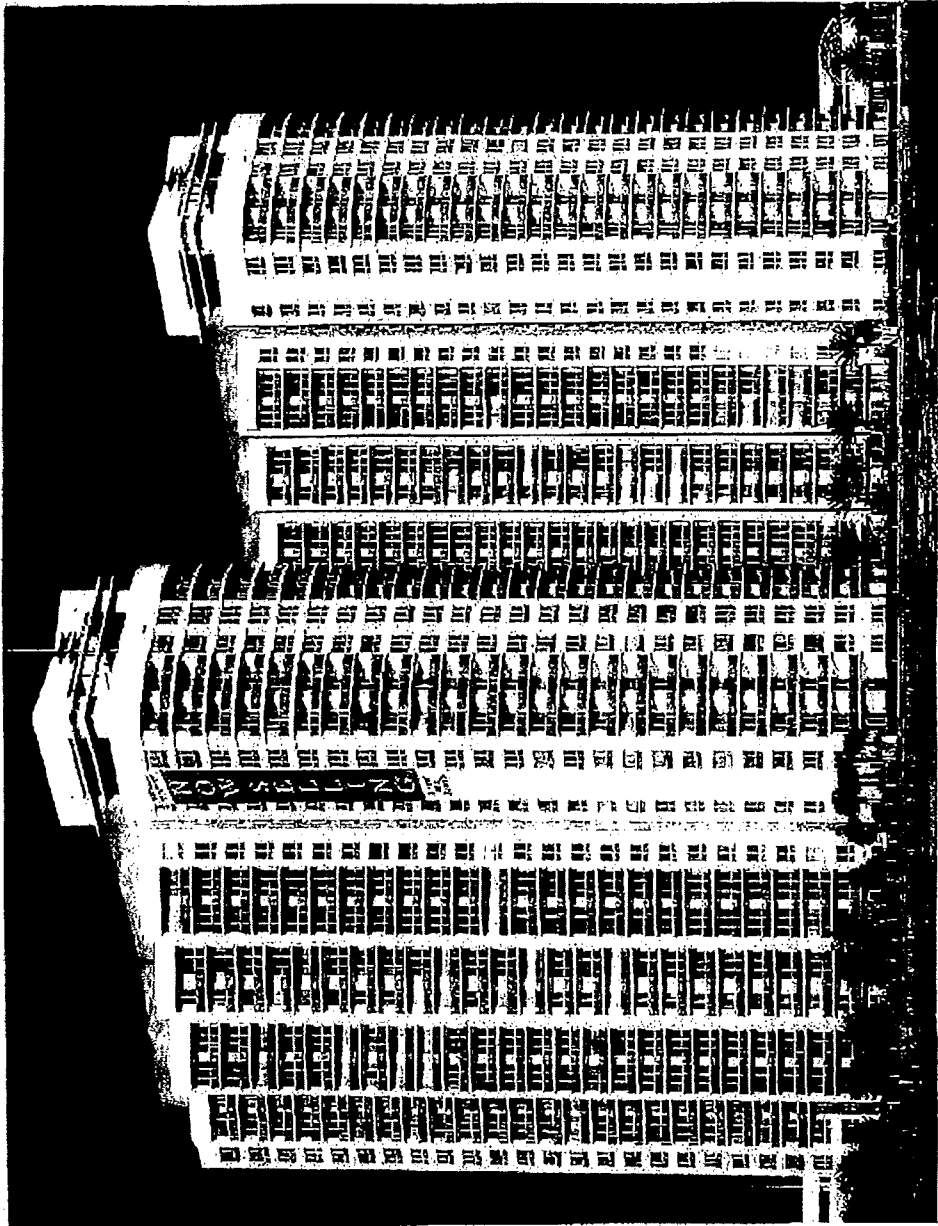
EXHIBIT "E"
SIGN PLAN

{040688-293 : RMERR/DLACR : 02042730.DOCX; 4}

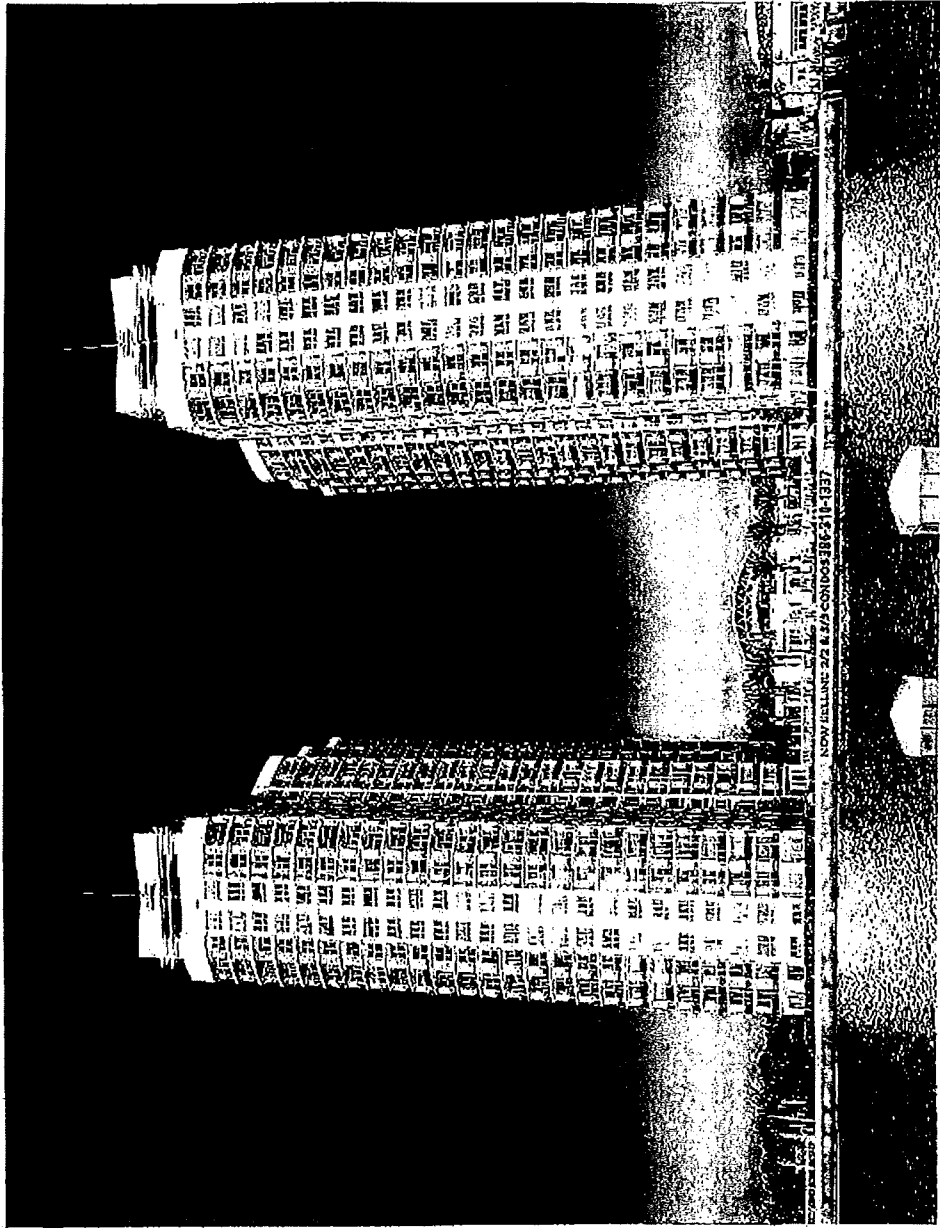


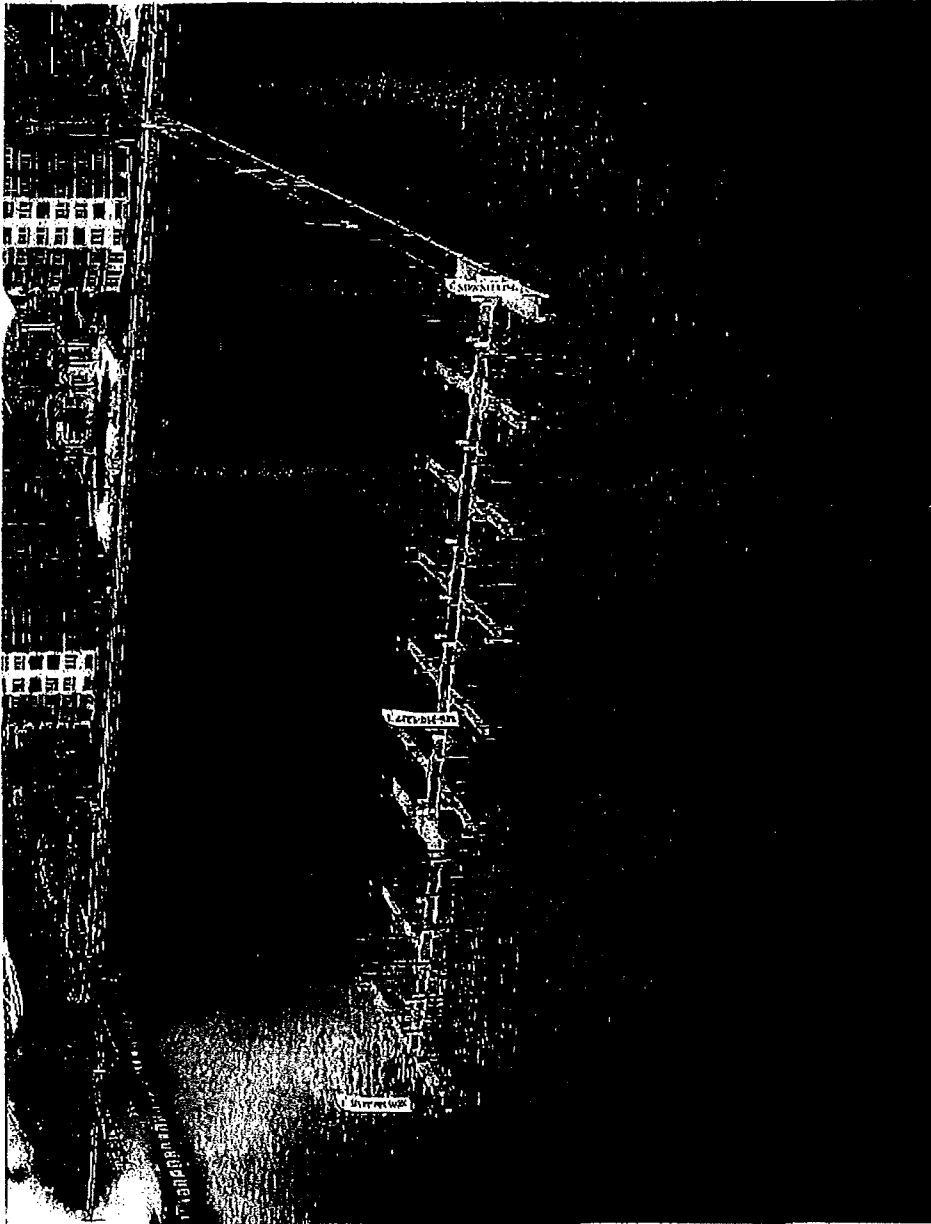
Attachment: 6th Amendment to the MPUD (2020-O-3028 : Marina Grande MPUD 7Th Amendment to Agreement)













HOLLY HILL FLORIDA

1065 Ridgewood Avenue, Holly Hill, FL 32117

Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

REZONE/ FUTURE LAND USE AMENDMENT

Date Received: _____ Application ID: _____ Submitted By: _____

PROJECT INFORMATION:

PROJECT NAME: Seventh Amendment to Marina Grande Residential Based Mixed Use PUD
 PARCEL ID #(S): See Attached List
 LOCATION: 231 Riverside Drive, Holly Hill, FL 32117
 EXISTING USE(S): Residential Based Mixed Use
 PROPOSED USE(S): Add Signage
 TOTAL ACREAGE: 17.28+/- Acres
 WATER PROVIDER: _____ SEWER PROVIDER: _____
 PRIVATE WELL _____ PRIVATE SEPTIC _____
 CURRENT ZONING: MPUD PROPOSED ZONING: N/C
 CURRENT FUTURE LAND USE: Residential Based Mixed Use PROPOSED FUTURE LAND USE: N/C

APPLICANT INFORMATION:

Name: Cobb Cole by Robert A. Merrell III, Esquire E-Mail: Rob.Merrell@CobbCole.com
 Address: 149 S. Ridgewood Avenue, Suite 700, D.B., FL 32114 Phone: 386/323-9263
 Company: Cobb Cole Fax: 386/323-9207
☐ Owner ☐ Agent for Owner ☒ Attorney for Owner

OWNER INFORMATION:

Name: Daytona Grande, LLC/Jonathan Manocherian E-Mail: manocherianjon@gmail.com
 Address: 18 E. 50th Street, Ste. 10, New York, NY 10022 Phone: _____
 Fax: _____

CONSULTANT INFORMATION:

Name: _____ E-Mail: _____
 Address: _____ Phone: _____
 Company: _____ Fax: _____

Attachment: Application (2020-O-3028 : Marina Grande MPUD 7Th Amendment to Agreement)



1065 Ridgewood Avenue, Holly Hill, FL 32117

Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

WHO SHOULD ALL COMMUNICATION BE DIRECTED TO?

☒ APPLICANT ☐ OWNER ☐ CONSULTANT

APPLICATION TYPE(S)/FEE(S)*

LAND USE AMENDMENT

- ☐ LARGE SCALE FUTURE LAND USE AMENDMENT (>10 ACRES) \$3,000.00
- ☐ SMALL SCALE FUTURE LAND USE AMENDMENT (≤10 ACRES) \$2,000.00

REZONE (NON-PD)

- ☐ STRAIGHT REZONE / LDR TEXT AMENDMENT \$1,200

REZONE (PD)

- ☐ PD REZONE \$2,000
- ☒ PD AMENDMENT \$1,250 (This does not mean changes in items such as uses or density but means minor changes in items such as layout and landscaping.)

*THERE MAY BE ADDITIONAL PASS-THROUGH FEES FOR REVIEWS DONE BY REVIEWERS OUTSIDE OF THIS AGENCY. ALL FEES ARE DUE AT THE TIME OF APPLICATION SUBMITTAL.

ATTACHMENT CHECKLIST

REQUIRED SUBMITTALS

- ☐ COPY OF PRE-APPLICATION COMMENTS. IF YOU HAVE NOT HAD A PRE-APPLICATION MEETING TO DISCUSS THIS PROJECT PLEASE CONTACT THE CITY PLANNER TO ARRANGE AN APPOINTMENT AT 386-248-9492.
- ☒ A CD / JUMP DRIVE OF ALL ITEMS SUBMITTED
- ☒ APPLICATION AND FEE
- ☒ PROOF THAT TAXES ARE CURRENT
- ☒ PROPERTY APPRAISER'S PROPERTY INFORMATION PRINTOUT
- ☒ OWNERSHIP DISCLOSURE FORM (ADD'L DOCUMENTATION MAY REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- ☒ OWNER'S AUTHORIZATION FORM, IF APPLICABLE (ADD'L DOCUMENTATION REQUIRED IF OWNER IS A TRUST OR CORPORATION)
- ☒ 2 CURRENT SIGNED AND SEALED BOUNDARY SURVEYS
- ☒ LEGAL DESCRIPTION IN MS WORD FORMAT (EMAIL THIS TO THE CITY PLANNER)

Attachment: Application (2020-O-3028 : Marina Grande MPUD 7Th Amendment to Agreement)



1065 Ridgewood Avenue, Holly Hill, FL 32117

Phone: (386) 248-9442 Fax: (386) 248-9498 Permitdesk@hollyhillfl.org

- ☐ SCHOOL CAPACITY REVIEW – IF PROPOSING OVER 10 RESIDENTIAL UNITS (CONTACT SCHOOL BOARD PLANNING & BUSINESS SERVICES AT 386-734-7190 FOR APPLICATION)
- ☐ TRAFFIC IMPACT ANALYSIS FOR PROJECTS GENERATING OVER 1000 TRIPS PER DAY ACCORDING TO RATES PUBLISHED BY THE INSTITUTE OF TRANSPORTATION ENGINEERS "TRIP GENERATION MANUAL" (LATEST EDITION)
- ☐ DRAFT DEVELOPMENT ORDER IN MS WORD FORMAT (PD REZONE ONLY – CONTACT THE CITY PLANNER)
- ☐ PRELIMINARY DEVELOPMENT PLAN (PD REZONE ONLY - SEE CODE SEC. 114-771)
- ☐ COMPREHENSIVE PLAN AMENDMENTS: Provide a **Facility Demand Comparison**. For example, for the existing Future Land Use designation, show the demands on the city's infrastructure at the highest intensity, and for the proposed Future Land Use, show what the demands would be at the highest intensity. Show this information for the following facilities:
 - Potable Water
 - Sanitary Sewer
 - Stormwater
 - Transportation (Use current year ITE Trip Generation Rates)
 - Solid Waste Collection
 - School (Residential Only)
 Also show the net increases.
- ☐ COMPREHENSIVE PLAN AMENDMENTS: Provide a **Demonstration of Capacity**: Show that there is capacity and ability to meet increased demands on facilities. The city's public works department can assist in providing information regarding potable water, sanitary sewer and solid waste.

Applicant's Signature: _____

(Signature)

(Date)

Robert A. Merrell III, Esquire

(Print)

Applications must be complete to initiate the preview process. For questions please contact the City Planner at (386) 248-9424, fax (386) 248-9498 or email at bwalker@hollyhillfl.org

Attachment: Application (2020-O-3028 : Marina Grande MPUD 7Th Amendment to Agreement)

EXHIBIT A



235 RIVERSIDE DRIVE

365 OAK PLACE
PORT ORANGE, FL 32127

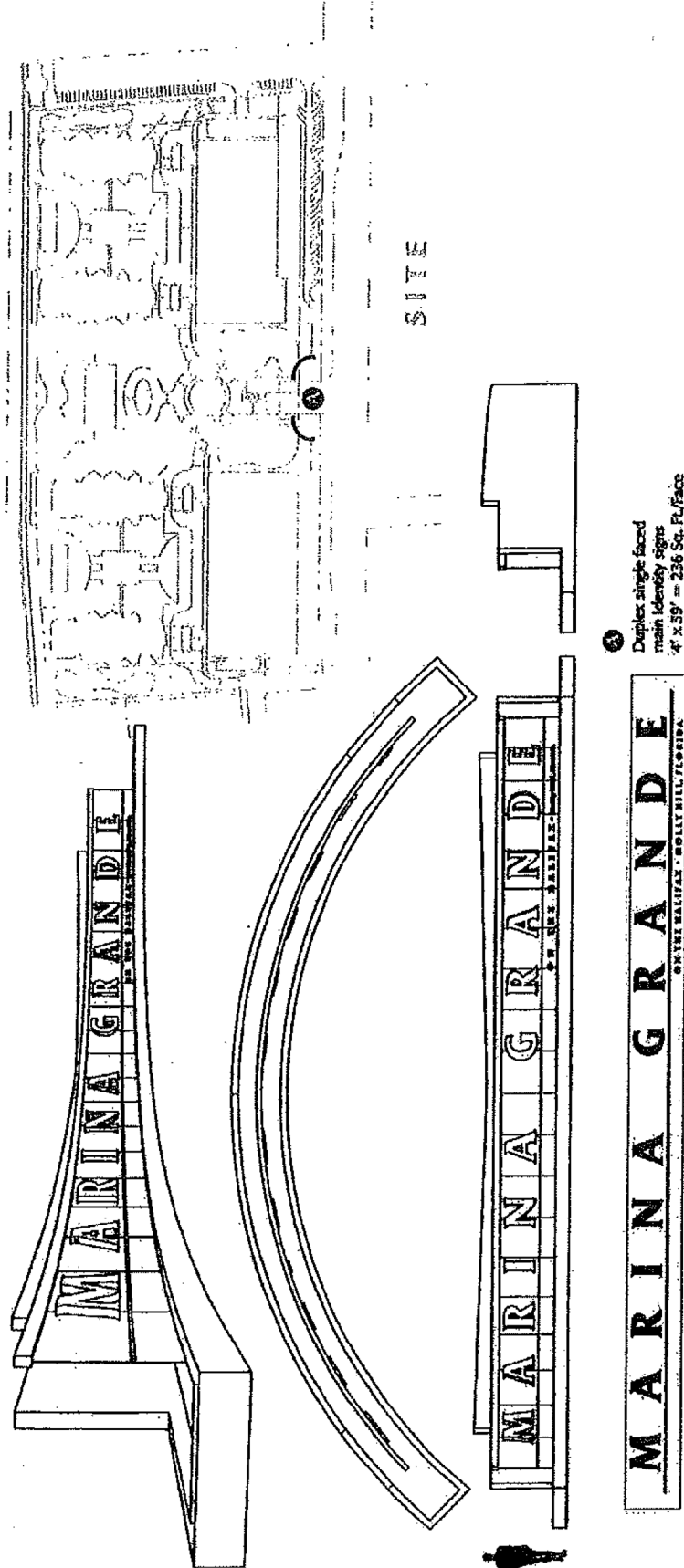
www.donbellsigns.com

CRAIG G. SKRELAND
PROJECT MANAGER386-405-5243
cskreland@donbellsigns.com



Attachment: Exhibit A - Proposed Sign Plan (2020-O-3028 : Marina Grande MPUD 7Th Amendment to

Instrument# 2011-013275 # 32
Book: 6557
Page: 4291



EDSA
Edward J. Stone, Jr. and Associates
Planning
Landscape Architecture
Graphic Design
3532 East Broadway Blvd., Suite 110
Fort Lauderdale, FL 33301
Phone: 954.571.3300 • Fax: 954.571.1777

Prepared for: Marina Grande Project Name: Signage Area Studies Project Number: 194206	Sign Description: Sign Area Main ID Sign Color: ☒ 1st Draft ☐ 2nd Draft ☐ 3rd Draft ☐ Bid Documents New for Construction Sign Area Date: 11/15/04	Production Title: Design Director: Design: Production Management: Checked by: 	1
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Exhibit "E" page 1

Instrument# 2011-013275 # 33
Book: 6557
Page: 4292

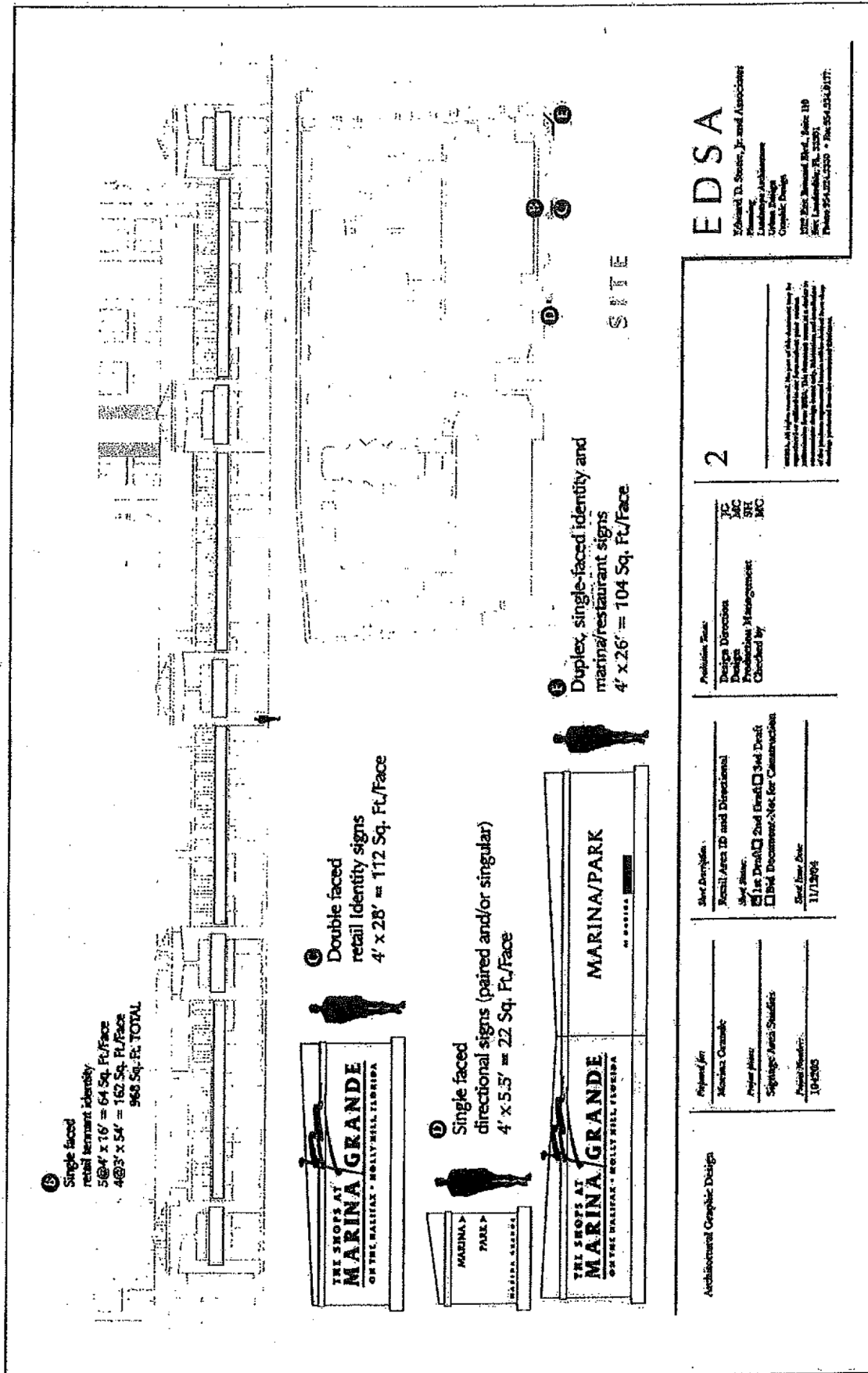
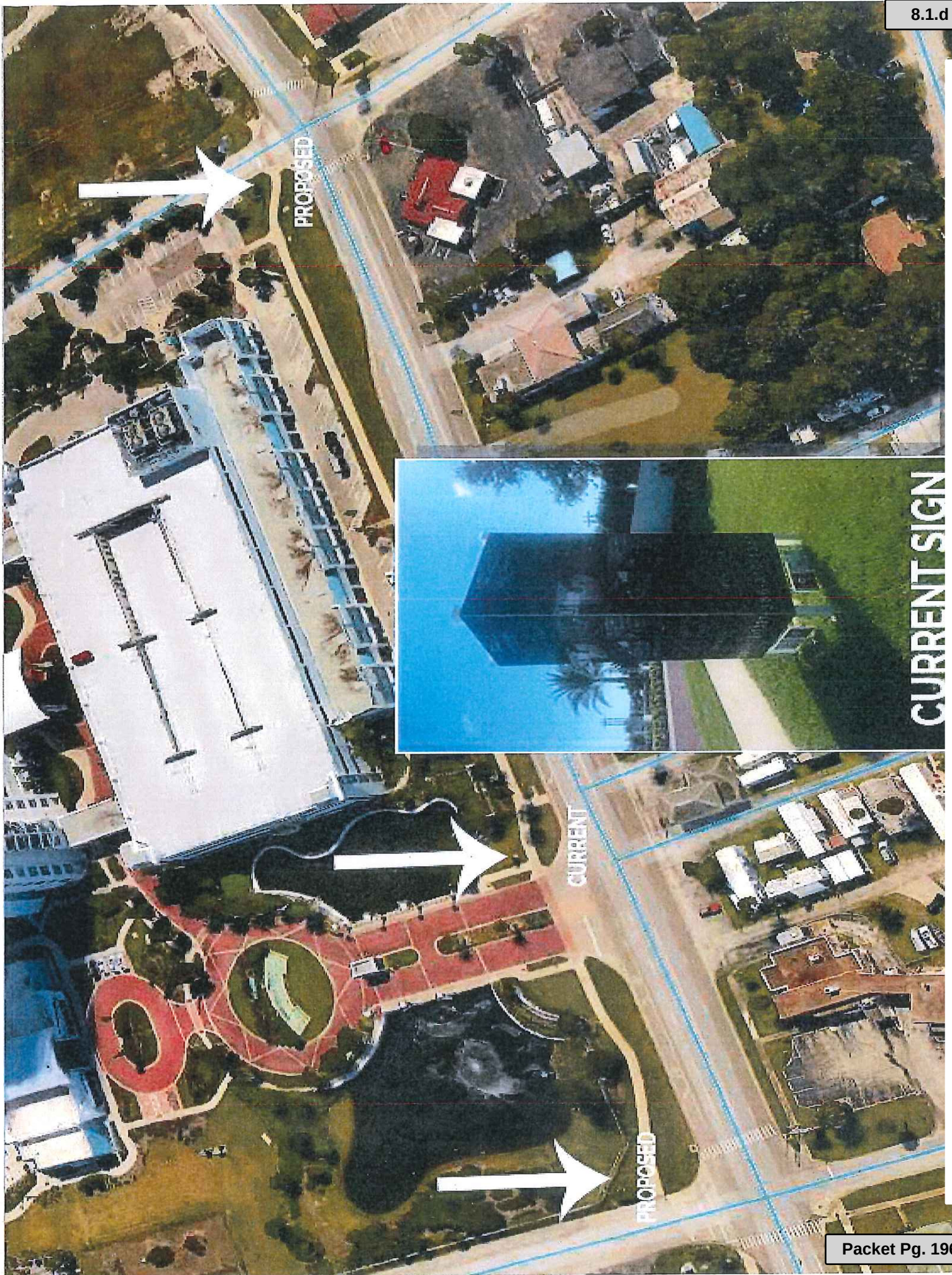
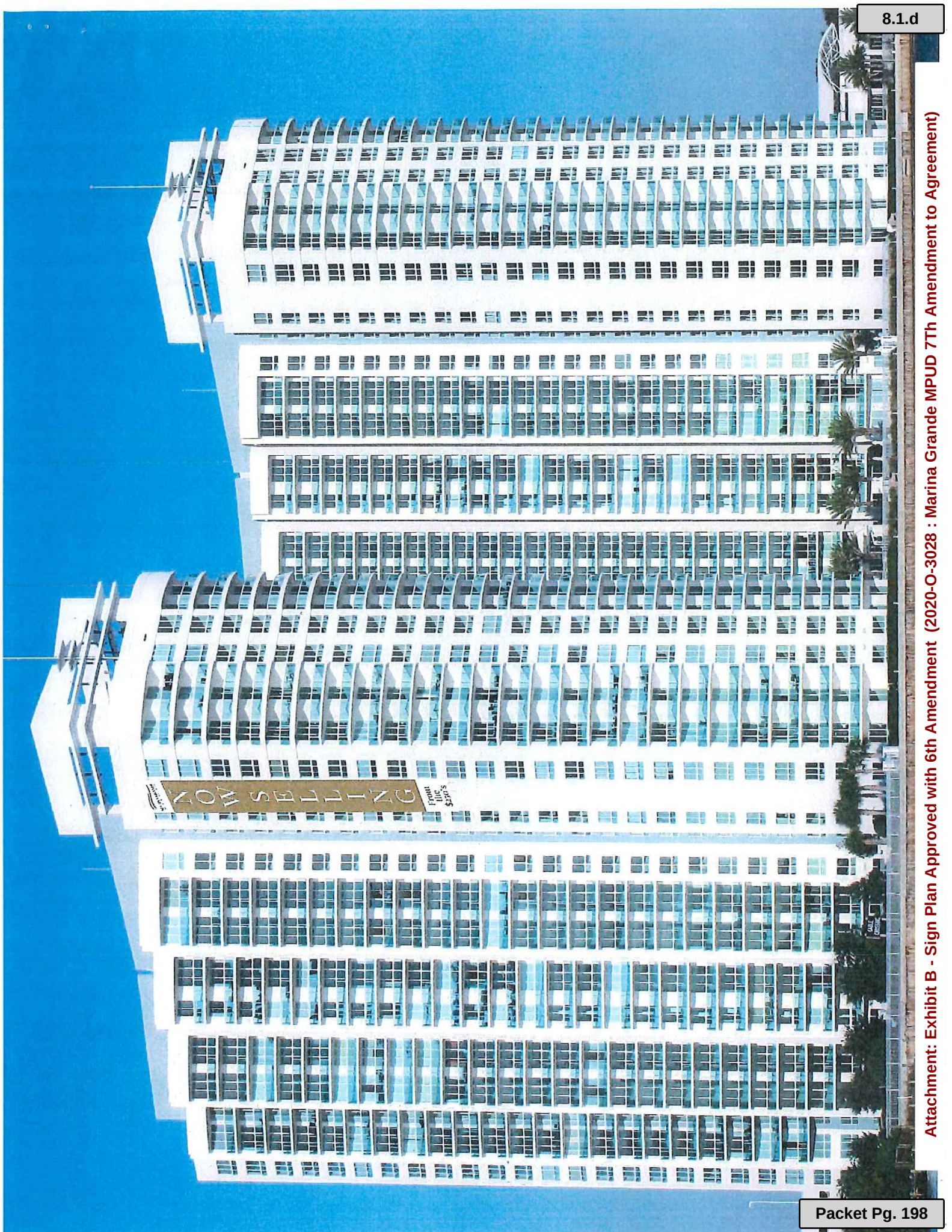


Exhibit "E" page 2







Daytona Grande, LLC

To Whom It May Concern:

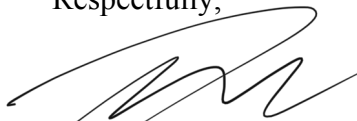
Since purchasing the remaining units at the Marina Grande on November 2018, our on-site signage has proven to be our most effective marketing tool - contributing to over 30% of our site visits since purchasing the units. Our sales representatives constantly tell us how important these signs are in generating curiosity and making it clear to the public that we have an inventory of luxury condominiums available for purchase. Losing this signage would be detrimental to our sales efforts. This was demonstrated in April 2019 when the sign had to be taken down for repairs and our foot traffic decreased 43% until we had it back in place causing a ripple effect on the following months' sales.

It would significantly increase the cost of marketing, staffing and general operating expenses, while most certainly prolonging the time needed to sell out the current inventory. Given the amount of inventory we still hold and the high costs of holding this inventory, it would be difficult to increase our marketing efforts on other unproven or less effective strategies. Our only options would be to

- 1) lower prices to sell units at a higher pace - which would effectively result in lower assessment / tax dollars for the city, or
- 2) to lease our remaining units - which the current residents would not prefer as they would much rather see other long term residents occupying the building.

Thus we see this sign as a benefit to all parties involved.

Respectfully,



Jonathan Manocherian
Daytona Grande LLC

Mr. Forte stated this is the budget transfer. Moving money from the Solid Waste department into the General Fund so that the city can pay the balance of the debris removal and monitoring services as a result of Hurricane Matthew. This is a \$700,000 transfer. This should close out what the city is paying for the debris removal and monitoring and now staff is going forward with the reimbursements from FEMA.

Mayor Penny opened public participation. No one spoke.

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

RESOLUTION

Enacted and approved this 14th day of February, 2017, in Holly Hill



4.

Marina Grande MPUD 6Th Amendment SIXTH AMENDMENT TO MARINA GRANDE RESIDENTIAL BASED MIXED USE PLANNED UNIT DEVELOPMENT (MPUD) DEVELOPMENT AGREEMENT

(Requested by Thomas Harowski, Board of Planning and Appeals)

Tom Harowski, City Planner, stated this is an item that's been before the Commission several times. He will quickly summarize the request as he thinks they have it constituted now so they all understand where they're going. The subject property, Marina Grande is regulated by a Planned Unit Development Agreement and as they know the PUD gives the city substantial latitude in terms of developing regulations that are appropriate to the project and appropriate to the site. The applicants in this case are asking the Commission for an amendment to the PUD Agreement to provide some advertising signage on a temporary basis. They are looking for a three year time frame for approval. The request includes three, two panel signs located along Riverside Drive, the Riverside Drive frontage from one north of the park entrance, one at the main entrance, and one across the street at the intersection. They are looking for three flutter flags located on the dock, they are looking for a banner sign located on the south tower that would be approximately 100 feet long and that agreement also includes the removal to nonconforming signs are actually left over from the days when the shopping center was there. That's the program that's been asked of the Commission. When considering provisions under a PUD the process allows the city and the Commission to identify and adopt regulations that may not be appropriate in all areas of the community but are appropriate for the site because of specific character of the site or the specific character of the project. In looking at the city's code or looking at the Comprehensive Plan there is only one policy that gives the staff any guidance in terms of a standard for making a decision and that's Policy 1.2.8 for the Comprehensive Plan, which states, "Such regulations shall ensure that new and replacement signs shall adhere to the community standard for aesthetics and minimize

confusion that results from visual disarray, while allowing reasonable identification and promotion of businesses." That's the policy and they can interpret and apply that standard as they see best to the particular project. Essentially, that's the situation at the request before the Commission is for that package of signage that he referenced in opening and as he indicated, the Commission certainly has a latitude to approve that amendment to the development agreement so long as they find it to be consistent with the Comprehensive Plan policy. It's really a community standards issue. It's not a right or wrong. There's not a particular right answer or a wrong answer as far as a specific planning principle or something like that as a concern.

Mayor Penny stated a couple things have come to his attention Mr. Harowski and he thinks there might be misinformation or some misunderstanding. He had several phone calls and several people were under the impression that this is a variance. This is not a variance, correct?

Mr. Harowski stated, correct.

Mayor Penny stated this is an amendment to a PUD.

Mr. Harowski stated, that's correct. This is essentially a regulation that we are adopting into the PUD.

Mayor Penny stated and some mention about signs and banners being scattered about the property but Mr. Harowski has described that there's seven signs that will be in place including the three which are flutter flags and then, did you say two or three are actually going to be removed?

Mr. Harowski stated, two.

Mayor Penny stated two will be removed. The last thing was that there seems to be some confusion about the verbiage on the proposed banner that there's some impressions that it might be highlighting rentals and it's his understanding that there will be no mention of rental, that it's only to promote the sales of the units, is that correct?

Mr. Harowski stated when you start talking about the city regulating content on the signs, it's a challenging and dangerous area.

Mr. Forte stated he's not regulating, he's asking what the request is.

Mayor Penny stated but the MPUD allows the city to negotiate this.

Mr. Harowski stated the applicant can restrict the language and he believes they have proposed to do that.

Mayor Penny stated because the material he has it just says "now selling units from 180's."

Mr. Harowski stated right and believes in previous meetings MG has indicated that all of

the signs would emphasize sales, which states sales.

Mayor Penny asked approximately, how tall is that building?

Brett Dill, Marina Grande on the Halifax stated, 260 feet.

Mayor Penny stated, 260 feet. And then approximately, how long is that southern façade of that building? Two hundred? His questions were approximately how tall is that building and how long is that one side?

Brett Dill, President of Swerdlow Group stated the buildings are 260 feet to the roof. That probably doesn't include the decorative stuff on the top so maybe it's 270 or 280 and they would probably only deduct 30 or 40 feet off of that so they are somewhere in the 230, 240 feet would be that façade between the windows.

Mayor Penny stated 240 tall and about how long is that side of the building? Two-hundred feet? If they went from the edge...

Mr. Dill stated probably not. That's probably more like 160 maybe.

Mayor Penny stated he's trying to find out the square footage of that building. Two hundred and forty times one hundred and sixty is 38,400 square feet, approximately. For the Commission, the method to the madness is why do we care that it's 38,400 square feet on that side of the building and my question to Mr. Harowski, which is going to be, we can't apply it to this because a PUD is a special zoning but if you had the capability, in John's world, to just imagine, they pick this building up and they put it on US1 in the CC-1 corridor, it's my understanding that signs on the side of buildings can be up to 10% of the square footage of the façade of that building. Is that correct?

Mr. Harowski stated, that is correct.

Mayor Penny stated so that the long way around for the Commission why he's trying to get there. Ten percent would be 3,840 square feet would be if this were in the math world, 3,840 square feet would be the allowable square footage of a sign located on US1.

Mr. Harowski stated if it were a commercial. Each side would be calculated independently.

Mayor Penny stated if it were a commercial. His question is, there was some reference to the sign being 60 feet long, 100 feet long, as he understands it, this proposed banner is 100 feet x 3.5 feet.

Mr. Harowski stated that's what he understands. Yes.

Mayor Penny stated 100 x 3.5 is 350 square feet or less than 10% of the allowable size if this were on US1.

Commissioner Currie stated one of the main questions she needs to know is that she has seen documentation that shows a blue sign and documentation that shows a gold sign. She would prefer the gold sign because that looks more classy.

Rob Merrill, Cobb Cole, 149 S. Ridgewood Avenue, Daytona Beach, stated it's not just about these few signs they're talking about. He thinks most of the Commission is probably aware of the project. It's pretty hard to miss it. About 12 years ago he was here on behalf of Marina Grande, Brett Dill was here with him and there were a lot of doubts raised. It was a very active meeting, which lasted into the night and there were a lot of questions and concerns raised about whether this project would become what it actually is now. The good news for them is, he can stand here and have a 12 year track record with this facility, at least half of it is built or maybe a little bit more. That gives him a lot of help in trying to bring forward a request like they have tonight. He thinks all of the Commissioners understand what the country and the world went through when this bubble burst and certainly delayed the sales that they had hoped for with this project but it's still an unbelievable project. What it's done for Holly Hill within terms of tax base, opportunity for new residents, etc. It goes without saying. He thinks the Commissioners know where they are about the project. These signs that they are bringing forward, as Mr. Harowski has characterized in his written report to the Commission, he thinks to squarely lineup with the Comprehensive Plan policy that Mr. Harowski read to the Commission earlier, in terms of things like the appropriate scale for the signage, the way that it won't confuse people, the way that actually informs as its intended to, the tastefulness of it, but these are all things that they look at when they are talking about signage. He thinks the picture in front of the Commission speaks a thousand words. To answer Commissioner Currie's question, the sign will be gold. Colors is one of those things that, like what Mr. Harowski was saying, when you're talking about content they have to be careful with.

Commissioner Currie stated she understands that but it's very important to her at this point. The blue one looks tacky but the gold one looks classier. She doesn't want to offend anyone but these buildings are very classy looking so the sign should be classy.

Mr. Dill stated he wanted to tell everybody and he's told the residents as well, nobody cares more about the appearance to that place than he does. That's why with a lot of things that residents want as it relates to security and stuff, he can see but it always hurts him just a little bit if he thinks somehow it has changed the look. He doesn't like these signs. He wishes they weren't there. It will be the happiest day when MG pulls them down but the reality from others, they track every visitor that comes and how they came in, probably second only to advertising, which is extremely expensive that they are doing in the local publications and things, he thinks probably their second biggest source of traffic is that sign and when buildings have been there as long as those buildings are, so many times people tell him and when he talks to customers they will say they had no idea. They saw those buildings six years ago. They can't imagine that there still a developer in there that's selling units. That's why these things are fairly essential. The building is in a great location for visibility when people cross the Seabreeze Bridge and he considers it the gateway to Holly Hill. They will pull those signs down as soon as they can get rid of these units and hopefully, start on next door.

Mayor Penny asked how many purchasing opportunities does MG still have?

Mr. Dill stated, 180. It's somewhere between 180 and 190. Hopefully, they sold some units today but there's 486 units so they are 2/3 of the way now and excited about that.

Hopefully, their projection or their hope is that they could get this done in two years, it might be three but they hope they get it done sooner.

Commissioner Currie stated I, personally, like the idea of a two-year agreement with you coming back to us and showing us that these signs have been a critical part to your being able to sell units and us, at that time, seeing that data, give you another year if you've been able to show us that data and then extending it another year instead of just flat out giving you three years.

Mr. Dill stated that doesn't bother him in the slightest.

Commissioner Currie stated, okay.

Mr. Dill stated he thinks it's actually, he doesn't mind like coming here, it's kind of like a little bit like report card day, "How have you been doing"? He may not be able to show them straight "A's" but he guesses he was coming here with Attorney Merrell all these twelve years as well and he has always been treated fairly here and he doesn't mind seeing the Commission.

Commissioner Currie stated so two years...

Mr. Dill stated two years is fine.

Attorney Merrell stated he wanted to remind the Commissioners that there are two more of these buildings approved to be built so Mr. Dill's (inaudible) and his time frames may change in the future. Attorney Merrell stated he is very hopeful that future, actually. With that, he has several pages that he wanted to go through that Mr. Dill blazed right through....

Commissioner Byrnes stated he wanted to clarify something Commissioner Currie said. He wanted ask because she was talking about the two year part, are we talking about the two years for just the side sign or for the entire sign package because we are talking about more than just that sign tonight if I understand it correctly.

Mayor Penny stated they're talking about the entire signage.

Attorney Merrell stated they are okay with all of them for that two years. At this time Attorney Merrell went through the handouts and PowerPoint presentation pertaining to the signs and the banner on the side of the building that will be promotions for the selling of the units only and not for leasing with the Mayor and Commissioners.

Mayor Penny opened public participation.

The following individuals spoke to the Mayor and Commissioners about the signage request for Marina Grande: William Conley, 241 Riverside Drive and just purchased 231 Riverside Drive, Holly Hill; Jeff Hurd, 231 Riverside Drive, Holly Hill; Mr. Sandy Smith, 231 Riverside Drive, Holly Hill; Cheryl Covito, 241 Riverside Drive, Holly Hill.

Mayor Penny closed public participation.

Mayor Penny stated he thinks everyone in this room has the same goal. They want to see all those units sold as soon as possible. The overwhelming concern that he has heard is the concern over the flapping of the large wall sign. The flutter flags the Commissioners were talking about are at the end of the dock. They are not by the sales office. Attorney Simpson, what could we do, Commissioner Currie already brought up let us do this for two years and extend it for a third year if that works, what recourse would these residents have if the engineer blows it? If they approve this tonight, what recourse do these residents have because they are now going to come to the Commission. What recourse do these residents have? Is there a decibel level that everyone can agree on? He wants to protect the residents, somehow.

Attorney Simpson stated if that blows down or breaks off, the city's recourse is Code Enforcement. They would go out there and they would site it for being in a dilapidated shape as they have done in other things with sign situations. The contractual relationship is between Marina Grande and the engineer. Whether or not there can be some type of a third party beneficiary to that, he is not really sure but the engineer is Marina Grande's engineer and if Marina Grande has to go in and redo the sign because it broke then they would have an issue with their engineer for designing it.

Mayor Penny stated his concern is not so much if it's going to break, he thinks it's going to stay there. His concern is when you go to Marina Grande, you hear the sound of the flutter sale signs. He believes there is going to be so much tension on this thing that it's not going to flutter but if Marina Grande, if the HOA calls the developer and says, "you got it wrong Mr. Dill, it's flapping, what are you going to do?" Mr. Dill said tonight not to worry, they will take care of it but if the Commission approves this, Mr. Dill can say he's not going to fix it. How does the Commission make everybody happy?

Attorney Simpson stated noise is a tough thing to regulate in any situation but that particular situation would almost be impossible regulate. This is not something they can measure with decibels or that sort of thing.

Mr. Dill stated what he will tell the Commission, if Marina Grande starts getting complaints and he thinks the representative from Don Bell Signs will tell them they will be up there trying to figure the thing out.

Mayor Penny stated he heard an alternative. Someone proposed painting it on the building, which absolutely would make no flutter but does it make economic sense to get a sign painter to paint this thing and paint it white in two years from now.

Mr. Dill stated he is sure that there is some kind of thing they can paint or some giant sticker that they could put on there. It's probably a cheaper alternative, he has no idea.

Attorney Merrell stated the idea that he had was, kind of following what Attorney Simpson was saying, there is going to be a separate permit issued for this sign for the city's benefit and that engineer's seal will certify the 140 mile an hour wind resistance. Flapping will happen after 140 at some point. If the engineer is wrong about that, the city

absolutely can rely on it. The city is going to issue a building permit based on that engineer's certification.

Attorney Simpson stated the city can rely on it but the city won't go back and sue them and say, "you damaged this".

Attorney Merrell stated no, his point is, the city would be issuing a building permit based on the engineer's certification and his seal and that's what's coming forward today.

Commissioner Byrnes stated his thought was that, Commissioner Currie was fairly generous, he would have seen this that the city would give Marina Grande a six month permit, if the sign is all flappy and noisy after six months then the people could come in and say that sign is all flappy and noisy, they don't want the city to approve for the next year and then Marina Grande would have to take it down.

Attorney Simpson stated the other option is the city can always make this subject to review. The city can always have this amendment but it is subject to termination by the city if they find that there is excessive noise.

Attorney Merrell stated it won't flap against the building until it breaks and hits. Commissioner Currie stated but she thinks that's what the concern is because the last banner did.

Attorney Merrell stated, sure. Don Bell signs is giving the Commission the certification on the banner for 140 mile per hour wind resistance. He knows the engineer. He knows that not only is the engineer well-educated, he's well-qualified and has done work in very windy places because he did work in Maui for years. The city has somebody here who is going to certify this and that's what you rely on.

Commissioner Currie stated Attorney Merrell, quite frankly, he could be the best engineer in the State of Florida, however, he can't necessarily predict if it's going to flap and make noise against the building next to the bedrooms of some of these people that I've heard from. So, I have to have a little more guarantee for these people that that's not going to happen and if it has to do with something along the lines of Commissioner Byrnes train of thought then that's what it's got to be. There just has to be something there to give me a little more guarantee about that flapping.

Attorney Simpson asked you don't have a comfort level that if they put language in there that in the event there are complaints from the residents and the city's staff, Code Enforcement, goes out and validates and documents excessive noise, that will then have a public hearing on terminating the addendum?

Mayor Penny stated, yes.

Mr. Forte stated first of all, he doesn't think it's going to flap. They are talking about tension, twelve feet apart.

Mayor Penny stated it's going to be tight.

Mr. Forte stated he thinks that if there is a flapping issue, the first phone call goes to the building's facility people. He doesn't want to field calls at City Hall. If they call the facilities people and they can resolve the issue instead of trying to get the government involved, with what could be very easy solution.

Attorney Simpson stated he was talking about if the residents go to Mr. Dill and he doesn't do anything...

Mr. Forte stated so if after a certain number of official notices to the facilities people that it's not fixed then they come to the city and say, "we've notified them three times, it still flapping and their facilities person came up and identified it's flapping and they're not fixing it", then the city will issue a Code Enforcement notice. The process would be the residents have so many days, seven days, ten days to fix the problem and if not MG goes to the Special Master and the Special Master will issue a fine. That's what is going to happen.

Mayor Penny stated he wants to make sure that any complaints are verified by the Code Enforcement. He doesn't want seven people to get into a room and say, "let's get the developer", and they all call Mr. Dill.

Mr. Forte stated Code Enforcement will have to be up there to witness it and MG's facilities inspector should also be involved. That's the first step. That the facilities gets involved.

Attorney Simpson stated there is a Code Enforcement process that the City has now but Mr. Dill can make the decision he'd rather pay the fine, let it flap. It cost more to fix it than flap.

Commissioner Currie stated that's what she doesn't like.

Attorney Simpson stated that's a business decision. Attorney Simpson stated what he is suggesting is once they go through Code Enforcement and that doesn't work, this body has the ability...and it's not going to go straight to the city to terminate this agreement and make them take down the sign, if the residents can't work it out, Mr. Forte will call Mr. Dill and ask him to get down there and fix it or it's going to keep escalating. Eventually, though, if all else fails and they don't respond to Code Enforcement, they don't respond to the residents, then it's, let's have a hearing here at City Hall before the Commission and the Commission decides whether or not this is making excessive noise and if it is the Commission has the right to cancel this agreement and they have to take the sign down. That gives the Commission a review. But let's not have an automatic we're going to have them come back and look at it in six months. If it's fine, why would the Commission look at it?

Mayor Penny and Commissioner Via agreed.

Attorney Simpson stated let's just create a conflict resolution process because if they come back and have a meeting here, they may find someone to complain about

something about Marina Grande who is going to come here and complain about it.

Commissioner Currie stated she likes that much better than just depending on it going to the Special Master because fines could be paid all day long.

Attorney Simpson stated and it would add up.

Commissioner Currie stated she understands that but in some cases as the city has seen, they're not paid.

Attorney Simpson stated it's a tough thing for Code Enforcement because they don't have a measure, they don't have a decibel level. What's excessive? What's excessive to one person may not be to the next person. He thinks Code Enforcement is a good start but ultimately, he thinks if there is a problem with this particular sign or any of the other signs, the Commission just needs the ability to say they can terminate this addendum.

Mayor Penny stated it's either going to work or it's not. They will know really quick whether it's working or it's not working.

Attorney Simpson stated he can work on some language with Attorney Merrell on an addendum to say if there's...after exhausting communication and dialogue and Code Enforcement, if it's not resolved to the reasonable satisfaction of all the parties, the city has the option to have a public hearing to decide whether it needs to come down.

Commissioner Currie stated that's what she would feel comfortable with.

Attorney Merrell stated what he wanted to add to what Attorney Simpson is saying is they are talking about zoning law here when they are talking about this contract that they are talking about because a PUD agreement is a contract and all of the exhibits the Commission are seeing are exhibits to that contract and it's based on nuisance law and if the Commission finds that this is a nuisance, it's an illegal zoning. So, that's the city's handle.

Attorney Simpson stated, yes.

Attorney Merrell stated so if they have a nuisance here, a legal nuisance, it that thing is flapping and it's waking somebody up in one of the two bedrooms they were just talking about, it's a nuisance by definition, legally, under zoning laws. It is something that is easily back in the Commission's court and be able to say it's an illegal zoning, it's a nuisance.

Commissioner Currie stated she likes that the city gives Mr. Dill the chance to resolve the issue.

Attorney Simpson stated trust me, even if that...

Attorney Merrell stated they won't come back here. It won't ever come back here. The sign will come down before they come back here. That's what will happen.

Attorney Simpson stated it would only come back to the Commission as a last ditch effort.

Commissioner Byrnes stated but the Commission will still have the applicant agree to the process of the Commission being able to...

Attorney Simpson stated, absolutely.

Commissioner Currie stated that's what she feels comfortable with.

Attorney Simpson stated it will be in the amendment.

Commissioner Byrnes stated because as much as the Commissioners know there are legal ways to do everything, there are many fabulous attorneys who can keep the city in court for a long time and things don't get fixed.

Attorney Simpson stated he wants it in writing because a week from now Mr. Dill may sell it to somebody and then you have a totally different developer.

Attorney Merrell stated and they will stipulate the fact that the Commission will be the judge and jury as opposed to a Code Enforcement officer or a Magistrate because this is something that the city has already invested in by saying...

Attorney Simpson stated they will come up with something.

Attorney Merrell stated, yes. They will be able to do that. He is giving that to the Commission for the record tonight.

Mayor Penny allowed one more person to speak to this item.

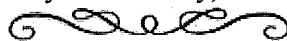
John Covito, 241 Riverside Drive, Holly Hill, President of the Homeowners Association spoke to the Mayor and City Commissioners.

*Commissioner Via made a motion to **APPROVE** with the added language that Attorney Simpson spoke about earlier and to include reference to selling units only and no leasing, seconded by Commissioner Currie.*

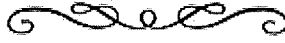
PASSED, 5-0, unanimously.

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

Enacted and approved this 14th day of February, 2017, in Holly Hill



Enacted and approved this 28th day of March, 2017, in Holly Hill



10. PUBLIC HEARINGS

1. Ordinance

Ordinance 2992 An Ordinance of the City of Holly Hill, Florida, Approving the Sixth Amendment to Marina Grande Residential Based Mixed Use Planned Unit Development (MPUD) Agreement; Providing for Conflicting Ordinances; Providing for Severability; and Providing for an Effective Date.

(Requested by Thomas Harowski, Board of Planning and Appeals)

Mr. Harowski stated this is the program the Commission considered, he thinks, it was three meetings ago and then they had to come back and do it in an Ordinance form. He was advised that one of the graphics might still show the signs on the seawall, they are NOT part of the program. Those were excluded and if they got it on the graphic, they will fix that and take that out.

Mayor Penny opened public participation.

The following individual spoke to the Mayor and Commissioners: John Caveto, resident at MG on the Halifax, Holly Hill.

Mayor Penny closed public participation.

Commissioner Byrnes stated he thinks it's important, this Commission did talk about possibly relating it to sales and found that the logistics was just a little bit hard to work with, at least from his gathering of the discussion because of the variabilities involved. So, that's why the city went with a time certain that it's going to come down and if there are any mechanical problems with it then it would be brought down by order of Code Enforcement.

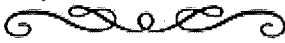
Mayor Penny stated any problems will be addressed by the property manager.

Commissioner Byrnes stated, yes and the city.

RESULT:	ADOPTED AT 2ND READING [UNANIMOUS]
MOVER:	Chris Via, District 4 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Byrnes, Danio, Via, Penny
ABSENT:	Currie

ORDINANCE

Enacted and approved this 28th day of March, 2017, in Holly Hill



Prepared by:
Cobb Cole
Robert A. Merrell III, Esquire
149 S. Ridgewood Avenue, Suite 700
Daytona Beach, FL 32114

**SEVENTH AMENDMENT TO
MARINA GRANDE RESIDENTIAL BASED MIXED USE
PLANNED UNIT DEVELOPMENT (MPUD)
DEVELOPMENT AGREEMENT**

THIS SEVENTH AMENDMENT TO MARINA GRANDE RESIDENTIAL BASED MIXED USE PLANNED UNIT DEVELOPMENT (MPUD) DEVELOPMENT AGREEMENT (the “Seventh Amendment”) is made this ____ day of _____, 2020, by and between **DAYTONA GRANDE, LLC, HHA BORROWER, LLC**, a Delaware limited liability company, and **HH BLUE TIDES, LLC**, a Delaware limited liability company (the “Owners”) and the **CITY OF HOLLY HILL**, a Florida municipal corporation (the “City”).

WHEREAS, Riverside Holly Hill, LLC, a Florida limited liability company, and Holly Hill I Associates, Ltd., a Florida limited partnership (collectively, the “Developer”) and City entered into that certain Development Agreement dated January 25, 2005, for the development of certain real property as described in said Agreement, as modified by that certain First Amendment to Agreement dated October 31, 2005 (the “First Amendment”); as further modified by that certain Second Amendment to Agreement dated November 15, 2005 (the “Second Amendment”); as further modified by that certain Third Amendment to Agreement dated November 14, 2006 (the “Third Amendment”); as further modified by that certain Fourth Amendment to Agreement dated February 13, 2007 (the “Fourth Amendment”); and as further modified by that Fifth Amendment to Agreement dated March 27, 2011 (the “Fifth Amendment”); as further modified by that certain Sixth Amendment to Agreement dated March 28, 2017 (the “Sixth Amendment”) (collectively the “Agreement”);

WHEREAS, Owners acquired ownership of the Property as a bulk assignee; and

WHEREAS, Owners and City wish to further modify certain provisions of the Agreement as detailed below.

NOW, THEREFORE, in consideration of the mutual covenants and promises made herein, the parties hereto covenant and agree to bind themselves as follows:

1. The above recitations are true and correct and incorporated herein by reference.
2. Owners and City mutually agree to adopt the temporary sign package attached as Exhibit A for three (3) years from the date of the approval of this Agreement or until such time that Owners no longer own or control five (5) units of the total residential units, whichever occurs sooner.

3. The parties hereto agree that this Seventh Amendment constitutes a major amendment to the Agreement.
4. In the event there are unresolved complaints from the condominium unit owner(s) about the unreasonable noise cause by wind blowing on or through the banner on the South Tower, the City Commission has the right to conduct a public hearing, with reasonable notice to the complainants and the Developer, to review the continued use of a banner for advertising purposes. The City Commission specifically reserves the right to amend or repeal this Amendment at the noticed public hearing.
5. Except as specifically modified herein, the Agreement shall remain in full force and effect as first made.
6. Signatures on copies of this Seventh Amendment which are transmitted by facsimile or by electronic mail are counterparts and shall be deemed originals for all purposes.

NOW THEREFORE, the undersigned parties hereby agree to the above terms and conditions of the Seventh Amendment.

(Remainder of Page Intentionally Left Blank)

CITY OF HOLLY HILL,
a Florida municipal corporation

By: _____
Joseph A. Forte, City Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by JOSEPH A. FORTE, City Manager, City of Holly Hill, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

Sign: _____

Print: _____
State of Florida at Large
(Seal)

My Commission Expires: _____

Title/Rank: _____

Commission Number: _____

WITNESSES:

(Name Printed or Typed)

(Name Printed or Typed)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, as _____ of **DAYTONA GRANDE, LLC**, a Florida limited liability company, who is personally known to me or has produced _____ as identification.

DAYTONA GRANDE, LLC

A Florida limited liability company

By: _____

Name: _____

Title: _____

NOTARY PUBLIC

Sign: _____

Print: _____

State of Florida at Large
(Seal)

My Commission Expires: _____

Title/Rank: _____

Commission Number: _____

WITNESSES:

(Name Printed or Typed)

(Name Printed or Typed)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, as _____ of **HHA BORROWER, LLC**, a Delaware limited liability company, who is personally known to me or has produced _____ as identification.

HHA BORROWER, LLC

A Delaware limited liability company

By: _____

Name: _____

Title: _____

NOTARY PUBLIC

Sign: _____

Print: _____

State of Florida at Large
(Seal)

My Commission Expires: _____

Title/Rank: _____

Commission Number: _____

WITNESSES:

(Name Printed or Typed)

(Name Printed or Typed)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, as _____ of **HH BLUE TIDES, LLC**, a Delaware limited liability company, who is personally known to me or has produced _____ as identification.

HH BLUE TIDES, LLC

A Delaware limited liability company

By: _____

Name: _____

Title: _____

NOTARY PUBLIC

Sign: _____

Print: _____

State of Florida at Large
(Seal)

My Commission Expires: _____

Title/Rank: _____

Commission Number: _____

EXHIBIT A