CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA ● AUGUST 12, 2025

City Commission Chamber	Regular City Commission Meeting	6:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

HOLLY HILL
FLORIDA

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

CITY COMMISSION MEMBERS

Mayor
John Penny

District 1 - Commissioner
Debra Snow

District 2 – Commissioner
Penny Currie

District 3 – Commissioner
Jeffrey DeLanoy

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 Jeffrey DeLanoy
c. Pledge of Allegiance

2. PRESENTATION - HHPD SWEARING-IN OFFICER STILLMAN ILLERA

3. PUBLIC COMMENTS

This is the time for the public to come forward with any comments they may have on any subject related to city business not listed on the Regular Agenda or under Public Hearings. Prior to commenting, individuals are asked to clearly state their name and city of residence for the record. Each individual shall be afforded no more than three (3) minutes to speak unless such time is extended by a majority vote of the City Commission. The City Clerk's Office is required to retain any documents, photographs, drawings, etc., that are shown to the City Commissioners. All comments shall be directed to the presiding officer.

4. APPROVAL OF MINUTES

1. Minutes - July 22, 2025 - Budget Workshop, July 22, 2025 Regular City Commission Meeting and August 5, 2025 Joint Workshop for LPGA Blvd., Study Presentation

   (Requested by Valerie Manning, City Clerk)

5. CONSENT AGENDA - ITEMS (1 - 5)

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 –2025-R-56 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Pedestrian and Bicycle Safety High Visibility Enforcement Program Award 2025-2026, Project Number: 433144-1-8404; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.

   (Requested by Byron Williams, Police)

2. Resolution –2025-R-57 Lease Agreement Extension with the Volusia/Flagler YMCA

   (Requested by Joseph Forte, City Manager)

3. Resolution –2025-R-58 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Five-Year Contract with Axon Enterprise, Inc., to Include the Upgrade of Body Worn Camera System and Taser Package, and Authorizing the Citiy Manager to Execute Any Necessary Purchasing Agreements; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.

   (Requested by Byron Williams, Police)

4. Resolution –2025-R-59 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Piggyback of Volusia County Master Agreement 24-B-61LS with Sunoco LP, Approving a Change Order in the Amount of $19,000 to Purchase Order 250214 Between the City of Holly Hill and Sunoco LP and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

   (Requested by Josef Grusauskas, Public Works)

5. TEAM Volusia Annual Agreement

   (Requested by Joseph Forte, City Manager)

6. REGULAR AGENDA

1. Resolution –2025-R-60 A Resolution of the City of Holly Hill, Florida, Relating to State Legislative Services; Approving an Agreement with Doug Bell from the Firm Metz, Husband, & Daughton, PA., for State Legislative Appropriations Services in the Amount of $45,000.00 Per Year for a One Year Period Paid in Monthly Installments; Providing for Severability; and Providing for an Effective Date.

   (Requested by Joseph Forte, City Manager)

2. Resolution –2025-R-61 A Resolution of the City Commission of the City of Holly Hill, Florida, Renewing the Waste Management Agreement Pursuant to Section 2 of the Agreement with Waste Pro of Florida, Inc., for a Period of 10 Years Beyond the Current Expiration and Renewal Period Ending September 30, 2027; Authorizing the Mayor and City Manager to Execute the Agreement for Solid Waste and Recycling Collection and Disposal Services with Waste Pro of Florida, Inc., Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.

   (Requested by Joseph Forte, City Manager)

3. Resolution –2025-R-62 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving a Budget Amendment Request Reallocating $100,000 from the Completed City Hall Parking Lot Resurfacing Project to the Riverside Park Pier Repair, Approving a Budget Amendment Request Budgeting $100,000 from Prior Year Carryover to the Riverside Park Pier Repair, Awarding a Purchase Order to Gator Dock & Bridge for the Materials Required to Repair the Riverside Park Pier at a Cost of $117,194 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing an Effective Date.

   (Requested by Josef Grusauskas, Public Works)

4. Resolution –2025-R-63 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving a Budget Amendment Request in the Amount of $99,061.54 to Provide for Change Orders Needed for the Riverside Park Bulkhead Replacement Project, Approving Change Order #3 in an Amount Not to Exceed $76,931 to Allow for Modifications to the Bulkhead and Provide for an Existing 42” Stormwater Outfall and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.

   (Requested by Josef Grusauskas, Public Works)

5. Request for Lien Reduction - 1511 Center Avenue

(Requested by Joseph Forte, City Manager)

6. Request for a Lien Reduction - 563 10Th Street

(Requested by Joseph Forte, City Manager)

7. PUBLIC HEARINGS - NONE

Please silence any cell phone, pager or noise making device as not to interrupt the meeting. Staff will introduce each item for consideration, with comments and recommendations. The applicant or appellant will be heard first. Comments should be restricted to pertinent information regarding the agenda item under discussion. Out of courtesy to others, we ask that members of the public keep their comments brief and try to limit these comments to information not previously discussed. Members of the public who wish to speak, should state their name and city of residence clearly for the record. Each individual shall be afforded no more than three (3) minutes to speak unless such time is extended by a majority vote of the City Commission. The City Clerk's office is required to retain any documents, photographs, drawings, etc., that are shown to the City Commissioners. The City Commission may ask questions of speakers or of staff members. The Mayor will then ask the City Commission to make a recommendation or motion. Once a motion has been made and seconded, discussion will be closed to the floor. Following City Commission discussion, a vote will be taken. During voting, Commissioners who do not cast objecting votes are considered to have voted in support of the motion.

8. COMMUNICATIONS

A. City Manager Comments
B. City Attorney Comments
C. Mayor's Comments
D. District City Commission Comments
E. Mayor's Conclusion Comments

9. ADJOURNMENT

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

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

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

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

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

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **August 12, 2025**
FROM: **Valerie Manning**
SUBJECT: **Minutes - July 22, 2025 - Budget Workshop, July 22, 2025 Regular City Commission Meeting and August 5, 2025 Joint Workshop for LPGA Blvd., Study Presentation**
NUMBER: **(ID # 4952)**
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the July 22, 2025 Budget workshop, the July 22, 2025 regular City Commission meeting and the August 5, 2025 Joint workshop LPGA Blvd., Study presentation.

MOTION:

Approve all sets of minutes as submitted by staff.

- Minutes - July 22, 2025 - Regular City Commission meeting (PDF)
- Minutes - July 22, 2025 - Workshop - General Fund (PDF)
- Minutes - August 5, 2025 - Joint Workshop - LPGA Blvd. Study Presentation (PDF)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES ● JULY 22, 2025

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

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

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1. CALL TO ORDER

a. Roll Call

Attendee Name	Title	Status	Arrived
John Penny	Mayor	Present	
Debra Snow	City Commissioner	Present	
Penny Currie	City Commissioner	Absent	
Jeffrey DeLanoy	City Commissioner	Present	
Roy Johnson	City Commissioner	Present	

b. Invocation by City Commissioner Penny Currie
Mayor Penny led the invocation.

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

2. BUDGET AGENDA ITEM - PUBLIC HEARING

1. –2025-R-52 Resolution

A Resolution of the City of Holly Hill, Florida, Adopting a Maximum Proposed Millage Rate for the Fiscal Year Beginning October 1, 2025; Providing for a Public Hearing on Millage Rate; Providing for Conflicting Resolutions; and Providing an Effective Date.

(Requested by Michele Moore, Finance)
Mr. Forte read the Resolution in its entirety for the record:

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, ADOPTING A PROPOSED MILLAGE RATE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025; PROVIDING FOR A PUBLIC HEARING ON MILLAGE RATE; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill, Florida is required by Florida Statute 200.011 to certify to the County Property Appraiser the general municipal millage rate proposed by said Commission for the tax year beginning October 1, 2025; and

WHEREAS, the City Commission of the City of Holly Hill, Florida, pursuant to the TRIM Bill, shall hold a public hearing adopting proposed millage rate.

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

SECTION 1. That the millage rate proposed by the City Commission of the City of Holly Hill, Florida, for the tax year beginning October 1, 2025 is 5.8 (5.8 Per $1,000.00). The FY2025 operating millage rate is 5.8 Mills, which is greater than the rolled-back rate of 5.4981 mills by 5.49%.

SECTION 2. That the City Commission does hereby set a public hearing on the millage rate for 6:00 p.m. on Monday, September 8, 2025, in the Commission Chambers, 1065 Ridgewood Avenue, Holly Hill, Florida.

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

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

Mayor Penny opened public participation. No one spoke.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Roy Johnson, City Commissioner
SECONDER:	Jeffrey DeLanoy, City Commissioner
AYES:	Penny, Snow, DeLanoy, Johnson
ABSENT:	Currie

RESOLUTION
2025-R-52
A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, ADOPTING A MAXIMUM PROPOSED MILLAGE RATE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025; PROVIDING FOR A PUBLIC HEARING ON MILLAGE RATE; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, ADOPTING A PROPOSED MILLAGE RATE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025; PROVIDING FOR A PUBLIC HEARING ON MILLAGE

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RATE; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Holly Hill, Florida is required by Florida Statute 200.011 to certify to the County Property Appraiser the general municipal millage rate proposed by said Commission for the tax year beginning October 1, 2025; and

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SECTION 2. That the City Commission does hereby set a public hearing on the millage rate for 6:00 p.m. on Monday, September 8, 2025, in the Commission Chambers, 1065 Ridgewood Avenue, Holly Hill, Florida.

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

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

APPROVED AND AUTHENTICATED on this 22nd day of JULY, 2025.

Enacted and approved this 22nd day of July, 2025, in Holly Hill

3. PUBLIC COMMENTS

Mayor Penny opened public comments. The following individuals spoke to the Mayor and City Commission.

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Phil Wahby, Holly Hill and Jim Legary, Holly Hill.

Mayor Penny closed public comments.

4. APPROVAL OF MINUTES

1.

Minutes - July 8, 2025 Budget Workshop and July 8, 2025 Regular City Commission Meeting

(Requested by Valerie Manning, City Clerk)

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Debra Snow, City Commissioner
SECONDER:	Jeffrey DeLanoy, City Commissioner
AYES:	Penny, Snow, DeLanoy, Johnson
ABSENT:	Currie

Enacted and approved this 22nd day of July, 2025, in Holly Hill

5. CONSENT AGENDA - ITEMS (1 - 3)

Mayor Penny asked if there was any member in the audience that wished to speak on any item on the Consent Agenda or if any member of the City Commission wished to pull an item for further discussion. **Mayor Penny pulled Consent Agenda Item No. 1, Resolution 2025-R-53 for further discussion. No one spoke on Consent Agenda items 2 and 3.**

1. –2025-R-53 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into Agreements with Volusia County for the Acceptance of Properties Acquired through the Housing and Urban Development (HUD) Community Disaster Block Grant-Disaster Recovery (CBDG-DR) Funded Single Family Homeowner Repair and Replacement Program and Homeowner Recovery Program Buyout Pathway; Providing for Severability; and Providing for an Effective Date.

(Requested by Josef Grusauskas, Public Works)
Mr. Forte shared a couple of slides from the ***Volusia County's Transform386 CDBG-DR Buyouts vs Property Acquisition*** PowerPoint for the Mayor, Commissioners and the audience for clarification on this agenda item. ***(A copy of this meeting in its entirety is available on CD upon request in the City Clerk's Office or available online.)***
Mr. Forte spoke on this slide to help clarify the difference between the buyout and property acquisition.
Buyout
Homeowner must be eligible under the Homeowner Recovery Program (this includes meeting LMI, structure type, ownership, and residency requirements)
Purchase price must be based on pre-storm fair market value
Property Acquisition
Property must be part of a Transform386 approved Infrastructure project

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Purchase price must be based on current fair market value

Both
MUST be a willing seller

Mayor Penny opened public participation.
Jim Legary, Holly Hill and Danielle Latona, Holly Hill.
Mayor Penny closed public participation.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Debra Snow, City Commissioner
SECONDER:	Roy Johnson, City Commissioner
AYES:	Penny, Snow, DeLanoy, Johnson
ABSENT:	Currie

RESOLUTION
2025-R-53
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH VOLUSIA COUNTY FOR THE ACCEPTANCE OF PROPERTIES ACQUIRED THROUGH THE HOUSING AND URBAN DEVELOPMENT (HUD) COMMUNITY DISASTER BLOCK GRANT-DISASTER RECOVERY (CBDG-DR) FUNDED SINGLE FAMILY HOMEOWNER REPAIR AND REPLACEMENT PROGRAM AND HOMEOWNER RECOVERY PROGRAM BUYOUT PATHWAY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH VOLUSIA COUNTY FOR THE ACCEPTANCE OF PROPERTIES ACQUIRED THROUGH THE HOUSING AND URBAN DEVELOPMENT (HUD) COMMUNITY DISASTER BLOCK GRANT-DISASTER RECOVERY (CBDG-DR) FUNDED SINGLE-FAMILY HOMEOWNER REPAIR AND REPLACEMENT PROGRAM AND HOMEOWNER RECOVERY PROGRAM BUYOUT PATHWAY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Volusia County has received CDBG-DR funds from the U.S. Department of HUD for disaster recovery efforts following Hurricanes Ian and Milton; and

WHEREAS, Volusia County has established the Office of Recovery and Resiliency, a/k/a Transform386, to administer the CDBG-DR funded Single Family Homeowner Repair and Replacement Program and Hurricane Milton Homeowner Recovery Program, both of which include homeowner buyout's, which are the voluntary acquisition of properties from willing sellers in flood-prone areas; and

WHEREAS, under HUD CDBG-DR regulations, local governments are eligible to receive title to properties acquired through the programs, subject to deed restrictions ensuring the land is dedicated in perpetuity to uses compatible with open space or floodplain/wetlands

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management practices; and

WHEREAS, the City of Holly Hill recognizes the benefits of receiving such properties to promote flood risk reduction, environmental resilience, and public benefit consistent with the intent of the Transform386 Programs; and

WHEREAS, the City finds it to be in its best interest to participate in the Transform386 program and shall accept ownership of properties acquired within the City limits under the Transform386 Programs; and

WHEREAS, the City, after ownership transfer shall be solely responsible for any ongoing maintenance obligations associated with a property; and

WHEREAS, the City Commission authorizes the City Manager to execute any necessary documents with Volusia County, or its designees, to accept City ownership of Transform386 homeowner buyout properties within the City limits.

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

SECTION 1. RECITALS. The above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. DECLARATION. The City Commission hereby authorizes the City Manager, or his designee, to execute and deliver any and all agreements, instruments, or documents necessary to accept the transfer of real property acquired through the Transform386 Programs, subject to applicable CDBG-DR and HUD regulations, and in accordance with any deed restrictions required for long-term land use compliance.

SECTION 3. SEVERABILITY. If any section, subsection, clause, or provision of this Resolution be determined invalid by a court decision, statute, regulation, or rule, the remainder shall not be affected by such invalidity.

SECTION 4. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 22nd day of JULY, 2025.

Enacted and approved this 22nd day of July, 2025, in Holly Hill

2. -2025-R-54 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Enter into an Interlocal Agreement with Volusia County for Maintenance of Traffic Devices, as Well As, the Maintenance of Street and Drainage Assistance as Requested for the City of Holly Hill; Providing for Severability; and Providing for an Effective Date.

(Requested by Josef Grusauskas, Public Works)

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RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Debra Snow, City Commissioner
SECONDER:	Roy Johnson, City Commissioner
AYES:	Penny, Snow, DeLanoy, Johnson
ABSENT:	Currie

RESOLUTION
2025-R-54
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH VOLUSIA COUNTY FOR MAINTENANCE OF TRAFFIC DEVICES, AS WELL AS, THE MAINTENANCE OF STREET AND DRAINAGE ASSISTANCE AS REQUESTED FOR THE CITY OF HOLLY HILL; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE COUNTY OF VOLUSIA FOR THE PROVISION OF MUNICIPAL SERVICES TO INCLUDE TRAFFIC ENGINEERING, AS WELL AS, THE MAINTENANCE OF STREET AND DRAINAGE ASSISTANCE AS REQUESTED; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The COUNTY is authorized by 125.01(p), Florida Statutes, to enter into agreements with other governmental agencies within or outside the boundaries of the county for joint performance, or performance by one unit in behalf of the other, of any of either agency's authorized functions; and

WHEREAS, Public agencies (including COUNTY and CITY) are authorized by 163.01(14), Florida Statutes, to enter into contracts for the performance of service functions of [such] public agencies, but shall not be deemed to authorize the delegation of the constitutional or statutory duties of … county or city officers. The parties expressly deny any intent, expressed or implied, in this Agreement to provide for a delegation by CITY of such constitutional or statutory duties of COUNTY; and

WHEREAS, Pursuant to 768.28, Florida Statutes, neither the COUNTY nor the CITY waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into this Agreement. This Agreement does not contain any provision that requires one party to indemnify or insure the other party for the other party's negligence, or to assume any liability for the other party's negligence; and

WHEREAS, the current interlocal agreement between the County of Volusia and the City of Holly Hill is set to expire on September 30, 2025; and

WHEREAS, the current interlocal agreement between the County of Volusia and the City of Holly Hill is set to expire on September 30, 2025; and

WHEREAS, Public Works Staff recommend that this agreement be extended.

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

SECTION 1. Authorize the City Manager to execute the Interlocal Agreement with Volusia County for the maintenance of traffic control devices in the City of Holly Hill, Florida, as well as, the assistance in the maintenance of streets and drainage infrastructure upon request.

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 22nd day of JULY, 2025.

Enacted and approved this 22nd day of July, 2025, in Holly Hill

3. –2025-R-55 Resolution

A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the First Renewal of the Professional Service Agreement Contracts with Previously Approved Engineering Firms Selected through the Consultants Competitive Negotiations Act and Authorizing the City Manager to Execute Continuing Contracts with Each Selected Firm; Providing for Severability; and Providing for an Effective Date.

(Requested by Michele Moore, Finance)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Debra Snow, City Commissioner
SECONDER:	Roy Johnson, City Commissioner
AYES:	Penny, Snow, DeLanoy, Johnson
ABSENT:	Currie

RESOLUTION
2025-R-55
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE FIRST RENEWAL OF THE PROFESSIONAL SERVICE AGREEMENT CONTRACTS WITH PREVIOUSLY APPROVED ENGINEERING FIRMS SELECTED THROUGH THE CONSULTANTS COMPETITIVE NEGOTIATIONS ACT AND AUTHORIZING THE CITY MANAGER TO EXECUTE CONTINUING CONTRACTS WITH EACH SELECTED FIRM; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE CONTINUING CONTRACTS WITH PREVIOUSLY APPROVED ENGINEERING FIRMS SELECTED

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THROUGH THE CONSULTANTS COMPETITIVE NEGOTIATIONS ACT AND AUTHORIZING THE CITY MANAGER TO EXECUTE CONTINUING CONTRACTS WITH EACH SELECTED ENGINEERING FIRM; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City ranked Mead and Hunt Inc., Parker Mynchenberg & Associates, Zev Cohen and Associates and Dredging & Marine Consultants as pursuant to the Consultants Competitive Negotiations Act on November 23, 2021 and directed City staff to negotiate contracts with each contractor; and

WHEREAS, City staff has negotiated continuing contracts with each of the selected contractors; and

WHEREAS, City staff is requesting approval of the continuing contracts with these selected firms.

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 hereby approves the first one-year renewal of the continuing contracts with the four (4) selected engineering firms and authorizes the city manager to execute the renewal agreements in accordance with the terms of the original contracts.

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 22nd day of JULY, 2025.

Enacted and approved this 22nd day of July, 2025, in Holly Hill

6. REGULAR AGENDA

1.

Request for Lien Reduction - 802 Grove Avenue

(Requested by Joseph Forte, City Manager)
Mr. Forte read through the staff report for 802 Grove Avenue for the request of a lien reduction. The property has been owned by Ryan Magnano since 2018. The code violations for this property went to the Special Master on October 14, 2021 where the Special Master identified several code violations. The Conclusions of Law state: The respondent and owner of the property located at 802 Grove Avenue, Holly Hill, FL 32117 is in violation of Holly Hill zoning and Ordinances: IPMC 304.2 Protective Treatment; IPMC 304.12 Handrails and Guards; IPMC 111.6 Transfer of Ownership; IPMC 111.1.1

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Unsafe Structures; IPMC 111.1.3 Structures unfit for human occupancy; IPMC 111.1.5 Dangerous Structure; IPMC 304.1 Exterior Maintenance; IPMC 304.7 Roofs and Drainage; IPMC 305.2 structural Members; and IPMC 305.3 Interior Surfaces. The property is currently in compliance and therefore, eligible for a lien reduction. Staff recommended a 5% of the lien from $504,000.00 to $27,488.28, with payment to be made no later than August 29, 2025. Upon receipt of payment, the City will issue a Release of Lien. ***(A copy of this meeting in its entirety is available on CD upon request in the City Clerk's Office or available online.)***

Mayor Penny asked if the applicant was here and if he wished to come forward.

Ryan Magnano, property owner, Holly Hill.

Mr. Forte stated what Mr. Magnano is talking about, it would be approximately $14,000 to do a 2.5% reduction that he's requested. Mr. Forte stated he deducted the units B and C BTRs over almost $1,300 from that and it comes out to just about $14,000. This is the total request that Mr. Magnano is now requesting. Administrative fees are less than $1,000. The actual lien is $504,000. Mr. Forte stated he wants to reiterate something that Mr. Magnano had said. Is he's requesting either a reduction from the Commission or the opportunity to go back to the Special Master for consideration. If the Commission makes a decision this evening, he cannot go back to the Special Master. If the Commission doesn't make a decision this evening, he can go back to the Special Master, but then he's at risk of what that Special Master is going to do and as I've mentioned to Mr. Magnano, the Special Master that we have today is not the same one that was in place when this case went before Judge Pullen. In my opinion, it would be very difficult for a judge today to overrule or overturn a decision of a previous judge's consideration at that time. So, there's risk involved there as well.

Mayor Penny opened public participation.

Phil Wahby, Holly Hill and Stephen Imbarrato, Holly Hill.

Mayor Penny closed public participation.

Commissioner Snow made a motion to ***for it to be 5%, DIES FOR A LACK OF A SECOND****.*

Mayor Penny asked if someone else would like to make a motion? If no one makes a motion and they take no action today, the fine stays at the $504,000.

Commissioner DeLanoy made a motion to ***reduce Mr. Magnano's lien request to the Administration Fees only, which would be $990.36****, seconded by Commissioner Johnson.*

There was some discussion amongst the Mayor and Commissioners about the motion at this time. The applicant has asked for 2.5%. There's a split Commission tonight. If they take action on this motion and we vote 2-2, it fails. They have to come up with some compromise that will be a 3-1 or 4-0 because a 2-2 fails and that means the lien stays at the $504,000 and Mr. Magnano can't come back. Mayor Penny stated he's not comfortable with going to zero because of the precedent it sets.

Commissioner Johnson stated if he withdrawals his second, what amount would you settle for and go along with?

Mayor Penny stated 2.5% is what Mr. Magnano asked for.

Commissioner Johnson stated, I'll withdrawal my second.

Mayor Penny stated *that motion then FAILS FOR A LACK OF A SECOND.*

Mayor Penny stated let's bring Mr. Magnano back up and see if he wants to take action on this tonight or if he wants to try to go back to the Special Master because if we take action on it, we have limited his ability to go back to the Special Master. Mayor Penny

Attachment: Minutes - July 22, 2025 - Regular City Commission meeting (4952 : Minutes)

asked Mr. Magnano if he would prefer for the Commission to take action on this tonight and take a vote with finality tonight or would you like to try to go back to the Special Master?
Mr. Magnano stated he guess it ultimately depends on…
Mr. Forte stated he has to know what that number is.
Mayor Penny stated what I hear, what I believe is going to happen tonight, as I believe Commissioner Johnson is going to make a motion for 2.5%. If I had to bet, I bet Commissioner Snow is going to second that motion. He bets there's going to be a vote and it's going to be 3-1 and you're going to be committed to 2.5%.
Mr. Forte stated 10% was $52,000, 5% was $27,000, and 2.5% is approximately $14,000. I wouldn't even do terms of percentages because then I would have to do the math to make it fit. He would just do a dollar amount.
Mayor Penny stated he would bet that the $14,000 is a better number and Mr. Magnano will be given 60-days to pay it or the fine goes back $504,000.
Mr. Forte stated, 30-days.
Mayor Penny asked Mr. Magnano if he has the ability to pay the fine within 30-days?
Mr. Forte stated and the other thing he will mention to the sitting Commission, is this is an opportunity to resolve the case in a better favor of Mr. Magnano who did do a good presentation but I agree with the Mayor. Everybody's got to be responsible to some degree. It shouldn't have gone on for four (4) years. That if we had five (5) Commissioners here, I think Mr. Magnano would suffer a much higher consequence.
Mayor Penny stated he thinks if we had five here it would be 10%.
Mr. Forte stated my recommendation is to make a fair decision. Make it tonight because I think if it comes back at a later date, it will be worse for him.
Mayor Penny stated what Mr. Forte is telling you, Mr. Magnano, is that he believes if you go to the Special Master and get no reduction from there and you come back to us, Mr. Forte believes that you will pay more than the $14,000. Would you like to agree to that amount? If you say you agree to the $14,000 then you're probably going to get a 4-0 vote here. If you agree to that, then it ends tonight. You have 30-days to come up with the $14,000.
Commissioner Snow stated she would just like to throw in that she doesn't think the Mayor is reading the tea leaves correctly because she doesn't want to set a precedent at that amount. She does not. She doesn't ever want anybody to come here after this and say you did that and that's why she says 5%.
Mayor Penny stated, okay.
Commissioner Snow stated and she doesn't ever want anybody to come in here and ask for 5% but she does believe compromising is a good thing.
Commissioner DeLanoy asked Mr. Magnano if he was okay with the 2.5%.
Mr. Magnano stated he would agree to the $14,000 payable within 30-days.
Commissioner Johnson made a motion to ***reduce Mr. Magnano's lien request to 2.5% for a total amount of $14,000 payable within 30-days****, seconded by Commissioner DeLanoy.*
ROLL CALL: Johnson - Yes; DeLanoy - Yes; Snow - No; Mayor Penny - Yes.
PASSED: 3-1

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RESULT:	**APPROVED [3 TO 1]**
MOVER:	Roy Johnson, City Commissioner
SECONDER:	Jeffrey DeLanoy, City Commissioner
AYES:	Penny, DeLanoy, Johnson
NAYS:	Snow
ABSENT:	Currie

Enacted and approved this 22nd day of July, 2025, in Holly Hill

7. PUBLIC HEARINGS - NONE

8. COMMUNICATIONS

A. City Manager Comments
None.

B. City Attorney Comments
Not present

C. Mayor's Comments
Mayor Penny reminded the Commission that he will not be at the next meeting and that Vice-Mayor Johnson will be running the meeting. September 13th is the Mayor's Annual Golf Tournament, which is a fundraiser for the city's Holly Hill Police Foundation and it's also to support the Dolly Parton Imagination Library and the Seabreeze Kiwanis Club. Fees have gone up, $417 and if you would like to be a sponsor, a whole sponsor or a participant come out around 8:30 AM.

D. District City Commission Comments
Commissioner DeLanoy shared his thoughts about the lien reduction request and Mr. Magnano's presentation tonight and hoping that no one is ever put to the fire. He has compassion for Mr. Magnano, which is why he voted the way he did, although he believes the administrative fee would have been sufficient.

Commissioner Johnson mentioned Mr. Magnano says he can pay the $14,000 within 30-days and this will be behind them. He mentioned LPGA Boulevard and the businesses along that road are growing and the traffic is growing along with it.

Commissioner Snow mentioned that she went to her 50th high school reunion last weekend in Alabama and she had a great time and she came back with a new roll tide hat. She believes everyone has been put to the fire and to assume that we haven't is a wrong assumption.

Mayor Penny stated I just like to say I'm proud of this Commission. The votes don't always go the way we want them to go. Sometimes it's 4-1. Sometimes you're the 1-4. I do believe this Commission showed empathy tonight and tried to be as fair as possible and hold people accountable still. There are actions for our actions. I came off of mine a lot and the applicant came off of his a lot and so, I think we made the best decision we could for anyone tonight. There is some finality to this thing. It's $14,000, which is a lot of money, don't get me wrong, but it's $14,000 amortized over four (4) years, which is a

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cup of coffee a day. The key thing is stay in compliance and stay in communication with the city. What he has heard there was a lot of misunderstandings, whether it was on the city's part or the applicant's part. He thinks, we as a city, could do better communicating with our citizens and with our businesses. As a business owner, Mr. Wahby shared his frustrations as a business owner. Mayor Penny stated he has recently encountered some frustrations with forward-facing employees. He hears complaints about citizens. "Oh, no. When I go in there, everyone's so nice." And then to experience it yourself, you have a different perspective and he thinks we can do better. He thinks all of our departments can do better. He could do better. He could be nicer. He could be more open-minded.

E. Mayor's Conclusion Comments
None

9. ADJOURNMENT

The meeting adjourned at approximately 7:25 PM.

Attachment: Minutes - July 22, 2025 - Regular City Commission meeting (4952 : Minutes)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES ● JULY 22, 2025

City Commission Chamber **Budget Workshop** **5:00 PM**

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

Attachment: Minutes - July 22, 2025 - Workshop - General Fund (4952 : Minutes)

1. CALL TO ORDER

Attendee Name	Title	Status	Arrived
John Penny	Mayor	Present	
Debra Snow	City Commissioner	Present	
Penny Currie	City Commissioner	Absent	
Jeffrey DeLanoy	City Commissioner	Present	
Roy Johnson	City Commissioner	Present	

2. GENERAL FUND DISCUSSION

Governmental Funds Budget Workshop
(Requested by Valerie Manning, City Clerk)

Michele Moore, Finance Director went through the PowerPoint slides with the Mayor, Commissioners and staff pertaining to the FY2026 Budget for Governmental Funds. The following slides were discussed. ***(A copy of this workshop in its entirety is available on CD upon request in the City Clerk's Office or available online on the city's YouTube channel.)***

Tax Millage Summary
Taxable property value is $1,041,771,537 an increase of 4.43% over last year's final taxable value of $997,542,810. (graph shown within agenda packet)
Governmental Activities Net Position (graph shown within agenda packet)
Total Spend Chart - Proposed Budget FY2026
(graph shown within agenda packet)
General Fund (Fund 001) - (graph shown within agenda packet - General Fund Revenue and Expenditures 2022 - 2026)
FY2026 Proposed General Fund Revenue Budget - (graph shown within agenda packet)
FY2024 Actual - $12,534,560
FY2025 Original Budget - $12,213,482
FY2026 Request - $12,436,824
FY2026 Proposed General Fund Revenue - (circle pie graph within agenda packet showing percentages for Ad-Valorem taxes, other taxes, utility tax, State share, Local Business Tax, Franchise fees, grants, permits and fee, admin fees, misc., other revenue, interest, charge for service, prior year carry forward)
FY2026 General Fund Expenditures - Expenditure by activity - (graph shown within agenda packet)
FY2023 - $11,674,847
FY2024 - $10,043,213
FY2025 - $12,213,482
FY2026 Proposed Budget - $12,436,824

Proposed General Fund Expenditures - (circle pie graph within agenda packet showing police, fire, community development, roads and streets, fleet, building and grounds, non-departmental, legislative, executive, finance, customer service, information technology, human resources)

Year Over Year General Fund Expenditures by Activity - (graph shown within agenda packet)

FY2025 Original Budget - $12,213,482
FY2026 Proposed Budget- $12,436,824
$ Change 2025 vs 2026 - $223,342
% Change - 1.83%

FY2026 Fuel Tax Fund (Fund 002) - (graph shown within agenda packet)
FY2024 Actual Revenue - $374,759 / Actual Expenditures - $75,694
FY2025 Original Budget - Revenue - $435,000 / Expenditures - $435,000
FY2026 Request - Revenue - $353,391 / Expenditures - $353,391

FY2026 Permitting (Fund 004) - (graph shown within agenda packet)
FY2024 Actual Revenue - $555,915 / Actual Expenditures - $389,344
FY2025 Original Budget - Revenue - $406,529 / Expenditures - $390,289
FY2026 Request - Revenue - $408,011 / Expenditures - $408,011

FY2026 Proposed CRA Fund (Fund 130) - (graph shown within agenda packet)
FY2024 Actual Revenue - $3,538,472 / Actual Expenditures - $2,971,127
FY2025 Original Budget - Revenue - $3,288,458 / Expenditures - $3,188,240
FY2026 Request - Revenue - $3,416,774 / Expenditures - $3,416,774

FY2026 Capital Projects Fund (Fund 301) - (graph shown within agenda packet)
FY2024 Actual Revenue - $1,512,936 / Actual Expenditures - $3,119,482
FY2025 Original Budget - Revenue - $525,966 / Expenditures - $525,966
FY2026 Request - Revenue - $313,000 / Expenditures - $313,000

FY2026 Capital Projects
Air Conditioner Replacements - $40,000
YMCA Air Conditioner Replacements - $20,000
AV Upgrades to Commission Chambers - $110,000
Fleet Bay Door Replacements - $40,000
Ross Point Playground - $103,000
TOTAL: $313,000

Mrs. Moore informed the Mayor and Commissioners that on tonight's agenda they will be adopting the maximum millage rate. Public Hearing dates must be within 35-days of the July 1st certification of property value. On Monday, September 8th will be the first public hearing on the budget at 6:00 PM and on Tuesday, September 23rd will be the second public hearing on the budget at 6:00 PM.

3. ADJOURNMENT

Attachment: Minutes - July 22, 2025 - Workshop - General Fund (4952 : Minutes)

The workshop adjourned at approximately 5:55 PM.

Attachment: Minutes - July 22, 2025 - Workshop - General Fund (4952 : Minutes)

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES ● AUGUST 5, 2025

City Commission Chamber **Work Session** **2:00 PM**

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

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

1. CALL TO ORDER

2. ROLL CALL

Attendee Name	Title	Status	Arrived
John Penny	Mayor	Present	
Debra Snow	City Commissioner	Present	
Penny Currie	City Commissioner	Present	
Jeffrey DeLanoy	City Commissioner	Present	
Roy Johnson	City Commissioner	Present	

3. LPGA BLVD. HOLLY HILL STUDY - PRESENTATION

1.

LPGA Blvd. Holly Hill Study Presentation

(Requested by Valerie Manning, City Clerk)
Mr. Forte opened up the joint workshop with introductions of the Mayor, City Commissioners, and staff present. The following individuals were present: Joseph Fontanelli, Project Development Supervisor for FDOT; Nathan Silva, Senior Transportation Engineer with RS&H Architecture/Engineering/Consulting; Justin Hannah, Senior Transportation Planner with RS&H Architecture/Engineering/Consulting; Claire Hartman, Ghyabi & Associates; Barbara Girtman, Ghyabi & Associates. The following slides/facts were presented to everyone. ***(The joint workshop and discussion in its entirety are available on CD upon request in the City Clerk's office or available online on the city's YouTube channel).***
Study Overview - (aerial map within agenda packet)
Study Corridor - Nova Road to Riverside Drive, 1.4 miles long
Constrained two-lane facility
Existing Typical Sections - (aerial map within agenda packet)
Shown on map are Typical Sections A, B, and C
Existing (2024) Corridor Traffic - (map within agenda packet)
Historical Crash Data (2019 - 2023) - (aerial map within agenda packet)
Future (2050) Corridor Traffic - (map within agenda packet)
Corridor Considerations
Widening Alternative Considerations
Proximity of residences and businesses to existing right-of-way
Number of relocations (commercial & residential)

Attachment: Minutes - August 5, 2025 - Joint Workshop - LPGA Blvd. Study Presentation (4952 : Minutes)

Environmental challenges due to the tidally influenced canal
Intersection reconfigurations
Pedestrian & bicycle accommodations
Staging & constructability
Relocation of existing utilities
Water quality/treatment & attenuation
Availability of properties for pond sites
Build Alternatives - (aerial map within agenda packet)
Build Alternative "A" - Three-lane Typical Section
Shifts existing centerline 17 ft
Requires 30 ft of additional right-of-way
70 parcels impacted; no major impacts to the existing canal envelope
Construction cost: $20.8 million
Build Alternatives - (aerial map within agenda packet)
Build Alternative "B" - Four-lane Typical Section
Shifts existing centerline 35 ft
Requires 65 ft of additional right-of-way
75 parcels impacted; no major impacts to the existing canal envelope
Construction cost: $26.0 million
Build Alternatives - (aerial map within agenda packet)
Build Alternative "C" - Three-lane Typical Section
Shifts widening into canal
Requires 10 ft of additional right-of-way
48 parcels impacted; no anticipated relocations
Construction cost: $56.5 million
Build Alternatives - (aerial map within agenda packet)
Build Alternative "D" - Four-lane Typical Section
Shifts widening into canal
83 parcels impacted
Construction cost: $62.9 million
Drainage Considerations
LPGA Canal
Alternatives "C" and "D" include the construction of a rectangular channel with sheet pile walls on each side
Alternatives "C" and "D" would also require the replacement of all existing bridges over the canal
Stormwater Conveyance & Management
Each Alternative proposes curb and gutter, back of sidewalk and ditch bottom inlets to route stormwater
Proposed pond sites were selected to minimize disruption in corridor parcels; additional right-of-way may still be required to accommodate ponds

Alternatives Summary - (chart within agenda packet)
Public Engagement
Agency Meetings were as follows:
July 1, 2024 - LPGA/HH Coalition Development kick-off
August 12, 2024 - LPGA Coalition Meeting #2
September 30, 2024 - LPGA Coalition Meeting #3

Attachment: Minutes - August 5, 2025 - Joint Workshop - LPGA Blvd. Study Presentation (4952 : Minutes)

December 6, 2024 - COHH Mayor / Commission meeting
December 17, 2024 - COHH Mayor / Commission meeting
February 4, 2025 - COHH Vice-Mayor / Commission meeting
Public Meetings were as follows:
January 17, 2025 - Pictona Concert Series - Pop-up / Information booth
February 6, 2025 - Holly Hill Neighborhood Watch Group Informational meeting
February 13, 2025 - Holly Park HOA presentation
Public Engagement
Public Outreach Activities
Community Transportation Survey was created to gather feedback about what transportation improvements residents and corridor users would most like to see
178 survey respondents
Surveys were completed both online/QR Code and via paper survey
60% of respondents from Holly Hill (others from Ormond Beach and Daytona Beach)
Top Concerns: widening/desire for more travel lanes; flooding; area beautification
Next Steps
Interim/Short-term improvements could include but not limited to: signal timing modifications, improvements to corridor sidewalk connectivity, and improved crosswalks
PD&E study would be required for a comprehensive analysis of: traffic, engineering/design elements, canal hydrology and flood control, utility impacts and right-of-way impacts

4. ADJOURNMENT

The workshop approximately ended at 3:00 PM.

Attachment: Minutes - August 5, 2025 - Joint Workshop - LPGA Blvd. Study Presentation (4952 : Minutes)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **August 12, 2025**
FROM: **Byron Williams**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Pedestrian and Bicycle Safety High Visibility Enforcement Program Award 2025-2026, Project Number: 433144-1-8404; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2025-R-56**
APPLICANT:
PLANNER:

DISCUSSION:

The Holly Hill Police Department applied for the Pedestrian and Bicycle Safety High Visibility Enforcement and Support Program (HVE) through the Institute of Police Technology and Management (IPTM) which is a subgrant through Florida Department of Transportation through the University of North Florida. Holly Hill Police Department was awarded $5,547.82 which must be used for overtime payments to officers assigned to the HVE grant in the specified targeted enforcement areas which includes:

- Tier 1: North Ridgewood Avenue from Mason Avenue to 3Rd Street, to be conducted on Tuesdays, Thursdays, Fridays and Saturdays between 4:00 pm through 8:00 am. This tier may be worked from date of execution through May 8th, 2026.

- Tier 2: North Ridgewood Avenue from Flomich Street to Calle Grande Street, to be conducted on Tuesdays, Thursdays, and Sundays between 6:00 am through 10:00 pm. This tier may be worked from February 1st, 2026 through May 8th, 2026 along with Tier 1.

This contract is valid through May 8, 2026. It will utilize law enforcement support to reinforce safe pedestrian, bicyclist, and driver behaviors. The goal of this effort is to reduce traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists using high visibility education

and enforcement details.

FISCAL ANALYSIS:

This is a non-matching grant that will reimburse the city for qualified overtime, general ledger account number 001-2110-521-1400, up to $5,547.82.

STAFF RECOMMENDATION:

Approve the acceptance of the HVE Grant (Project Number: 433144-1-8404) Pedestrian and Bicycle Safety High Visibility Enforcement and Support Program award. The acceptance of this grant will allow for enhanced high visibility enforcement operations within the specified target areas.

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:

APPROVING THE PEDESTRIAN AND BICYCLE SAFETY HIGH VISIBILITY ENFORCEMENT PROGRAM AWARD 2025-2026, PROJECT NUMBER: 433144-1-8404; SETTING FORTH REVENUES AND EXPENDITURES.

ATTACHMENTS:

- HVE letter of intent 2025 (PDF)
- COP Memo for Traffic Operational Plan HVE Program (2) (PDF)
- HVE contract 25.26 (PDF)

Resolution No. 2025-56

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PEDESTRIAN AND BICYCLE SAFETY HIGH VISIBILITY ENFORCEMENT PROGRAM AWARD 2025-2026, PROJECT NUMBER: 433144-1-8404; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PEDESTRIAN AND BICYCLE SAFETY HIGH VISIBILITY ENFORCEMENT PROGRAM AWARD 2025-2026, PROJECT NUMBER: 433144-1-8404; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill Police Department applied for a $5,000.00 High Visibility Enforcement grant (HVE) from the Institute of Police Technology and Management (IPTM); and

WHEREAS, The City of Holly Hill Police Department was awarded $5,547.82 to apply to overtime hours; and

WHEREAS, HVE grant begins upon execution and ends May 8, 2026; and

WHEREAS, the purpose of the HVE grant is to implement effective high visibility education in areas with highest traffic crashes resulting in serious or fatal injuries to pedestrians and bicyclists; and

WHEREAS the goal of the HVE grant is to mitigate crashes by increasing awareness of and compliance with traffic laws on Florida’s roads; and

WHEREAS, the City of Holly Hill City Commission desires to set forth and appropriate certain revenues and expenses.

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

SECTION 1. The grant award funds are hereby appropriated as set forth in Composite Exhibit 'A' attached hereto.

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 apart of this Resolution.

SECTION 3 EFFECTIVE DATE. The Budget item adopted in the preceding section shall govern the expenditures relating to operations and projects for the City during the current fiscal year effective October 1, 2024 through September 30, 2025. Fiscal year October 1, 2025 through September 30, 2026 is included in the budget for the upcoming year. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 12th day of AUGUST, 2025.

HOLLY HILL
Police Department

Professionalism . Accountability . Integrity

Chief Byron K. Williams

Date: July 3rd, 2025

Subject: Letter of Intent for Participation in High Visibility Enforcement (HVE) Program

To Whom It May Concern,

The Holly Hill Police Department (HHPD) is committed to enhancing traffic safety and reducing crash incidents within our community. T le□er serves as our formal expression of intent to participate in the High Visibility Enforcement (HVE) program for the fiscal cycle ending M 8, 2026. We appreciate the opportunity to partner with IPTM and FDOT to address crash mitigation in high-risk areas of Holly Hill.

Funding Request:

Based on the Proposed Funding Letter sent to our agency, HHPD requests a funding allocation $5,000.00 to support overtime for offic conducting HVE details in the designated high-crash locations.

Designated Enforcement Locations:

Per the Proposed Funding Letter and provided map, HHPD will concentrate HVE efforts at pre-approved high-crash locations within Holly H Targeted enforcement will be implemented during peak times and days, as identified by crash data, to maximize program impact and visibil These locations have been identified as 15th St and Walker St.

Traffic Enforcement Plan:

The HHPD Traffic Enforcement Plan aims to address both vehicular safety and the safety of vulnerable road users, including pedestrians a bicyclists. Our plan includes:

1. **Enhanced Patrols** in identified high-crash areas during times with the highest incidence rates to improve compliance with traffic laws.

2. **Educational Initiatives** to inform the public about pedestrian and bicyclist right-of-way laws, coupled with awareness campaigns to encour safe crossing practices and appropriate use of bicycle lanes.

3. **Collaboration with Community Partners** to distribute safety materials and engage in community forums to discuss traffic safety concer including pedestrian and bicycle safety.

Data-Driven Adjustments that will allow our agency to adapt enforcement times and locations based on ongoing data

analyses throughout the contract period.

Please find our Traffic Enforcement Plan a□ached to this le□er for your review. We look forward to participating in this program to help reduce traffic incidents and enhance the safety of Holly Hill's roadways.

Thank you for considering our application. Should you need further information or clarification, please do not hesitate to contact Nicole Kloc at 386-248-9491.

Sincerely,

Byron K Williams

Attachment: HVE letter of intent 2025 (2025-R-56 : 2025/2026 Pedestrian and Bicycle Safety High Visibility Enforcement & Support Program -

HOLLY HILL
POLICE DEPARTMENT
Community · Dedication · Courage
BYRON WILLIAMS, CHIEF OF POLICE

Overview

The Holly Hill Police Department (HHPD) is committed to reducing traffic-related injuries and fatalities, especially those involving pedestrians and bicyclists. Based on crash data, targeted enforcement and educational outreach will be focused in high-crash areas with an emphasis on protecting vulnerable road users. This plan outlines our strategy for enforcement, education, and collaboration to enhance road safety in Holly Hill.

---

1. Targeted Enforcement Strategy

- **High-Crash Locations**: Officers will be deployed to pre-identified high-crash locations during peak hours when crash incidents are most frequent. This targeted deployment allows for maximum visibility and timely intervention in areas with elevated risk.
- **Pedestrian and Bicycle Focus**: Enforcement will specifically focus on violations that compromise the safety of pedestrians and bicyclists, such as:
  - o Speeding in areas near crosswalks and school zones.
  - o Failure to yield to pedestrians at crosswalks.
  - o Blocking crosswalks and bike lanes.
  - o Unsafe passing of bicyclists or failure to observe the three-foot passing rule.
  - o **Weekend and Evening Patrols**: Special attention will be given to weekend and evening hours, when data indicate higher rates of pedestrian and bicycle activity.

---

2. Education Initiatives

- **Public Awareness Campaigns**:
  - o *Pedestrian Safety Awareness*: Distribute materials that educate drivers on pedestrian right-of-way laws and emphasize the need for vigilance in shared traffic spaces. Materials will be available in both digital and physical formats and shared at community events.
  - o *Bicyclist Safety Initiative*: Coordinate with local schools, parks, and community centers to provide information on bicycle safety, helmet use, and sharing the road.
  - o **Collaborative Events**:
  - o *School Safety Days*: Partner with local schools to host traffic safety days that cover pedestrian and bicyclist safety for children and families.
  - o *Community Forums*: Hold community safety forums where residents can engage with officers to discuss local traffic safety concerns and learn safe practices for pedestrians and cyclists.
  - o **Social Media Outreach**: Regular posts on social media platforms will educate the public on pedestrian and bicycle safety laws, seasonal safety tips, and HVE program updates.

Attachment: COP Memo for Traffic Operational Plan HVE Program (2) (2025-R-56 : 2025/2026 Pedestrian and Bicycle Safety High Visibility

HOLLY HILL
POLICE DEPARTMENT
Community · Dedication · Courage
BYRON WILLIAMS, CHIEF OF POLICE

3. Partnerships and Community Engagement

- **Local Businesses**: Collaborate with local businesses near high-crash zones to display safety posters and provide informational pamphlets for patrons.
- **School Partnerships**: Work closely with schools to integrate bicycle and pedestrian safety into physical education programs and after-school activities, encouraging safe habits in young pedestrians and cyclists.
- **Non-Profit Organizations**: Partner with non-profits focused on transportation safety to distribute educational resources and potentially offer safety gear, such as reflective bands and bicycle lights.

---

4. Data-Driven Adjustments

- **Ongoing Data Analysis**: Review and analyze crash data continuously to ensure enforcement efforts are aligned with changing patterns and high-risk times. This will allow us to adjust officer deployment, improve visibility in key areas, and maintain an up-to-date approach to high-risk behaviors.
- **Monthly Reporting**: Compile monthly reports detailing enforcement activity, educational outreach, and any adjustments made to enforcement areas and times based on new crash data. This data will also be shared with FDOT to evaluate program effectiveness.

---

5. Pedestrian and Bicycle Safety Equipment Distribution

- **Reflective Materials**: Distribute reflective arm bands, stickers, and patches to pedestrians and bicyclists to improve visibility, particularly in low-light conditions.
- **Bicycle Safety Gear**: Work with local organizations to supply free or discounted bicycle lights and helmets as part of community outreach efforts, ensuring cyclists have access to essential safety equipment.

Conclusion

This Traffic Enforcement Plan combines targeted enforcement, robust public education, and strong community partnerships to reduce traffic-related injuries and fatalities in Holly Hill. The Holly Hill Police Department is committed to creating a safer environment for all road users and appreciates the support of FDOT and IPTM in achieving these goals.

Attachment: COP Memo for Traffic Operational Plan HVE Program (2) (2025-R-56 : 2025/2026 Pedestrian and Bicycle Safety High Visibility

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Institute of Police Technology and Management

University of North Florida
12000 Alumni Drive | Jacksonville, Florida 32224
Phone: (904) 620-4786 | Fax: (904) 620-2453
www.iptm.org

July 10, 2025

Mr. Chris Craig
Traffic Safety Administrator
Florida Department of Transportation
605 Suwannee Street, MS 53
Tallahassee, Florida 32399

RE: Pedestrian and Bicycle Safety High Visibility Enforcement and Support Program
Project Number: 433144-1-8404
Contract Number: G3E95

Dear Mr. Craig,

We are requesting subcontract approval under the aforementioned subgrant agreement. The request is for approval of a contractual services agreement between IPTM and City of Holly Hill in the amount of $5,547.82. Under the contract, Holly Hill Police Department will conduct overtime high visibility education and enforcement operations through May 8, 2026.

I appreciate your consideration of this request.

Sincerely,

Angel Williams
Coordinator

Attachment

Attachment: HVE contract 25.26 (2025-R-56 : 2025/2026 Pedestrian and Bicycle Safety High Visibility Enforcement & Support Program - HVE

Docusign Envelope ID: 1F409DAF-9CC8-4084-8575-09A851B3629C

Letter of Agreement and Contract

In this contract between the City of Holly Hill ("Vendor") and University of North Florida Training and Services Institute, Inc., d/b/a Institute of Police Technology and Management ("IPTM"), a direct support organization of the University of North Florida ("University"), the Vendor shall perform the services as outlined in the scope of services (Exhibits A & B). The contract period will begin upon execution and will end on May 8, 2026.

Total contract amount will not exceed $5,547.82

The parties to this contract shall be bound by all applicable state and federal requirements as outlined in Florida Department of Transportation (FDOT) Project # 433144-1-8404, FDOT Contract # G3E95. All services must be completed by May 8, 2026. The final invoice must be received by June 5, 2026 or payment will be forfeited.

It is expressly understood that the Vendor is an independent contractor, and not an agent of the FDOT or the University of North Florida. The FDOT and the University's ("State Agencies" or individually "State Agency") respective total liability in negligence or indemnity for acts of its employees or officers shall not exceed the limits of their waiver of sovereign immunity provided under Section 768.28, Florida Statutes. The FDOT, the University, and the Vendor shall each be responsible for its own attorney fees in the event of a dispute.

To the fullest extent permitted by law, the vendor shall indemnify and hold harmless IPTM and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and IPTM's sovereign immunity.

Vendor is a subdivision, as defined in Section 768.28, Florida Statutes, and Vendor agrees to be fully responsible only to the extent provided by Section 768.28, Florida Statutes, for the negligent or wrongful acts or omission of any employee of the Vendor while the employee is acting within the course and scope of the employee's employment, and for any damages proximately caused by said acts or omissions or torts.

Nothing herein shall be construed as consent by a State Agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this contract. No State Agency or subdivision indemnifies any other party or person beyond the extent permitted under the law, no matter what the circumstances. Nothing herein shall be construed as a waiver by the FDOT, the University, and the Vendor of any rights or limits to liability existing under Section 768.28, Florida Statutes.

In accordance with the contract, the Vendor is authorized to perform the tasks detailed in the scope of services (Exhibits A & B) and is fully responsible for satisfactory completion of all services. Services performed prior to receiving an executed contract from the University will not be eligible for reimbursement. This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

This is a cost reimbursable contract. To be eligible for reimbursement, all costs must be allowable pursuant to state and federal expenditure laws, rules and regulations and must be essential to the successful completion of the tasks identified in this contract for services.

If a cost benefits more than one project, a determination must be made and documentation provided to support that the cost is distributed in a reasonable and consistent manner across all benefiting projects.

CANCELLATION: This contract may be unilaterally cancelled by FDOT or the University for refusal by the Vendor to allow public access to all documents, papers, letters, or other material made or received by the Vendor in conjunction with this contract, unless Florida law provides that the records are confidential and/or exempt from the disclosure requirements of section 24(1) of Article 1 of the state constitution and section 119.07(1), Florida Statutes.

Attachment: HVE contract 25.26 (2025-R-56 : 2025/2026 Pedestrian and Bicycle Safety High Visibility Enforcement & Support Program - HVE

Docusign Envelope ID: 1F409DAF-9CC8-4084-8575-09A851B3629C

EXHIBIT "A"

SCOPE OF SERVICES
PEDESTRIAN AND BICYCLE SAFETY
HIGH VISIBILITY EDUCATION AND ENFORCEMENT CAMPAIGN

I. OBJECTIVE:

The Florida Department of Transportation ("FDOT"), through a subgrant with University of North Florida ("University"), will utilize law enforcement support to reinforce safe pedestrian, bicyclist, and driver behaviors in priority counties in Florida. The goal of this effort is to reduce traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists using high visibility education and enforcement details.

II. PURPOSE:

In 2023, 3,375 people lost their lives in traffic crashes on Florida's roadways. More than 23% of them were pedestrians (791) and more than 6% were bicyclists (234).

The **Purpose** of this funding opportunity is to develop and implement effective community level High Visibility education and enforcement details in areas with the highest representation of traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists.

The project **Goal** is to mitigate crashes by increasing awareness of and compliance with traffic laws that protect the safety of pedestrians and bicyclists on Florida's roads.

Pedestrians and bicyclists are more vulnerable than all other road users. Traffic crashes involving pedestrians and bicyclists are more likely to result in fatal or serious injuries than any other types of traffic crashes.

Speed, impairment, and distractions contribute to unsafe conditions for pedestrians and bicyclists and may be included in enforcement operations where there is data to support the need for these interventions to improve the safety of pedestrians and bicyclists.

Pedestrian decoys may only be included in enforcement operations to improve driver yield rates at mid-block crossing locations to improve the safety of pedestrians and bicyclists.

This campaign is a component of Florida's Bicycle/Pedestrian Focused Initiative and is implemented by the Institute of Police Technology and Management (IPTM) under the direction of the Florida Department of Transportation (FDOT). This campaign supports the goals established in Florida's Pedestrian and Bicycle Strategic Safety Plan. High Visibility Enforcement activities are being implemented to mitigate crashes by educating pedestrians, bicyclists, and motorists on traffic laws pertaining to pedestrian and bicycle safety and increasing compliance with those laws.

III. IPTM RESPONSIBILITIES:

IPTM will provide the required training/training materials, a copy of Florida's Pedestrian and Bicycle Strategic Safety Plan, and educational materials to the Vendor for distribution during enforcement operations upon contract execution. Additional educational materials, bicycle lights, and electronic media may be requested by the Vendor but are subject to availability. IPTM reserves the right to review and audit the Vendor's compliance with the terms of this Letter of Agreement and Contract. IPTM also reserves the right to reduce the amount of funding allocated under this Letter of Agreement and Contract when it is determined that the Vendor will be unable to properly utilize the full funding amount as outlined herein.

IV. VENDOR SERVICES AND RESPONSIBILITIES:

Vendor will provide high visibility education and enforcement of all road users, including pedestrians, bicyclists, and motorists, to change behaviors and improve the safety of pedestrians and bicyclists. Vendor will conduct on-street education and enforcement details at pre-approved locations within pre-approved times and distribute educational materials with each contact. Education is the preferred method of behavior correction. Warnings and/or citations to pedestrians, bicyclists, and motorists will be guided by

Attachment: HVE contract 25.26 (2025-R-56 : 2025/2026 Pedestrian and Bicycle Safety High Visibility Enforcement & Support Program - HVE

the Vendor's policies and procedures and must comply with Florida law. These operations are designed to reach more than just the individuals who are stopped or contacted, they should also be highly visible to anyone driving, walking, or biking in the area in a way that associates the enforcement activity with the safety awareness campaign. The Vendor shall record all detail activity that documents the education and enforcement outputs for each detail conducted during the contract period using the provided online platform.

To be reimbursable, activities conducted by the Vendor must meet the requirements listed in this Letter of Agreement and Contract to include the following:

- Operations must begin within 60 days of the contract execution date. Exceptions require the approval of IPTM.
- Only overtime hours for sworn law enforcement officers are eligible for reimbursement (non-sworn civilian personnel are not eligible unless explicitly approved in writing by IPTM).
- Operations must be highly visible to anyone driving, walking, or biking in the area. It is strongly suggested that operations include a combination of high visibility elements with a coordinated media awareness campaign similar to those used in sobriety checkpoints or other enforcement mobilizations.
- Funds may not to be used to supplant the Vendor's enforcement and educational efforts funded by other local, state, or federal sources. Duplicated efforts are not eligible for reimbursement.
- Vendor will not be reimbursed for education and enforcement details that take place at locations outside of those pre-approved by the FDOT and outlined in Exhibit C of this agreement.
- Vendor will not be reimbursed for education and enforcement details that take place outside of the day(s) and times of day pre-approved by the FDOT and outlined in Exhibit C of this agreement (each detail location may have different pre-approved days and times of day).

Minimum Level of Service

Vendor shall conduct highly visible education and enforcement operations at each of the identified locations outlined in Exhibit C of this agreement, prioritizing efforts towards higher ranked (Tier 1) locations.

☒Both Tier 1 and Tier 2 locations: Tier 1 locations shall be worked from contract execution through May 8, 2026. Tier 2 locations can be worked in addition to Tier 1 locations from February 1, 2026 through May 8, 2026.

☐Only Tier 2 locations shall be worked from contract execution through May 8, 2026.

A minimum of two (2) media engagements should be conducted in conjunction with these high visibility enforcement operations during the contract period.

Vendor performance will be evaluated based on their prioritization of enforcement details to areas with the highest representation of traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists and on the visibility of the mobilization.

- Vendor will not be reimbursed for administrative time, travel time, meal breaks or other hours that are not for participation in the education and enforcement overtime details aimed at reducing traffic crashes resulting in serious or fatal injuries to pedestrians or bicyclists, or attendance at required training outside of the training requirement listed within this contractual service agreement.
- Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.), unless there are extenuating circumstances at the end of a shift

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that causes the hours to exceed this limit. **Extenuating circumstances must be documented in the activity report.** There is no pay period limit.

- Officer training is mandatory. For their overtime hours to be reimbursable, officers working the education and enforcement details must first complete the required four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices."* To remain eligible, officer "refresher training" is required for any officer who completed the four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices"* **prior to June 30, 2024.** The refresher training class titled "*Pedestrian & Bicycle Safety: A Law Enforcement Review*" is not a substitute for the 4-hour classroom course for initial eligibility into this program.

- Vendor may be reimbursed for a limited number of sworn law enforcement officers to attend the required four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices"* or the two (2) hour online refresher training course titled "*Pedestrian & Bicycle Safety: A Law Enforcement Review".* For their overtime hours to be reimbursable, attendance at the training must be within the contract period and must be on overtime status. Although every sworn law enforcement officer may attend the training, overtime reimbursement is limited to those officers who will actually take part in education and enforcement details.

- Public awareness is a key element of the high visibility enforcement model. The Vendor is strongly encouraged to distribute a minimum of two (2) media releases during the contract period. The first media release announcing that operations are beginning should be distributed a minimum of seven (7) days in advance of the first education/enforcement detail. The second media release should include a reminder that details are ongoing. This second media release should be distributed approximately halfway through the contract period. Additional media engagement is also encouraged throughout the contract period. Media releases may include social or digital media but must also be distributed through local media outlets. Proof of media engagement should be provided within 30 days of the press release or news report.

- The Vendor shall distribute the provided safety educational materials during all education and enforcement details. Materials will be provided to Vendor free of charge for this purpose.

- Vendor may elect to participate in bicycle light distribution to improve nighttime visibility and compliance with F.S. 316.2065(7). A Bicycle Light Distribution Assurance Form provided by IPTM is required for each bicycle light set that is distributed. The required documentation must be signed by the officer and submitted to IPTM or through the provided online platform along with the detail report for the period in which the lights were distributed.

- Invoice submissions must document that each officer was on overtime status while working the education and enforcement details in order to be eligible for reimbursement.

HIGH VISIBILITY ENFORCEMENT (HVE)

All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this contractual service agreement.

High Visibility Enforcement is defined as:

Intense:	Enforcement activities are over and above what normally takes place.
Frequent:	Enforcement occurs often enough to create general deterrence.
Visible:	A majority of the public sees or hears about the enforcement.
Strategic:	Enforcement targets high-risk locations during high-risk times.

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APPROVED PERSONNEL LIST

Prior to commencing the services outlined under this contract, Vendor must submit a list of personnel authorized to participate in overtime details under this agreement through the provided online platform. The name and fully loaded hourly overtime rates to be used for each officer must be submitted. The overtime rates may include the costs of hourly overtime plus associated fringe benefits paid upon the overtime. Only hours from officers listed shown on the authorized personnel list are eligible for reimbursement under this agreement. The authorized personnel list shall be updated as needed to add officers and update overtime pay rates.

METHOD OF COMPENSATION/PAYMENT SCHEDULE

Invoices must be submitted at least monthly (every 30 days), beginning within 90 days of the contract execution date. Invoices must contain the following:

- **Invoice** to include summary of hours charged and total due.

- **Payroll documentation:** Vendor must submit payroll documentation to accompany each invoice. This payroll documentation should clearly indicate that the detail hours worked under this contract were on overtime status along with the overtime rates that were paid. As this is a cost-reimbursable contract, IPTM can only reimburse the Vendor for an amount up to the total costs incurred for the overtime worked; therefore, Vendor must include either a pay stub or payroll ledger documenting payment to each officer for which reimbursement is requested. It is the responsibility of the Vendor to redact any personally identifiable information such as Social Security numbers prior to submission.

  The overtime pay rate for personnel shall be based on the actual cost per employee in accordance with the agency's payroll policy. Each agency shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally financed and other activities of the agency, as required by 2 CFR 200.403(c). Additional hours may be called overtime, call-out, off duty, extra, additional, etc.

  As part of the "fully burdened" overtime costs, the agency can be reimbursed for the additional benefit costs paid on the overtime worked. These benefit costs must be additional costs incurred specifically as a result of the overtime being reimbursed. These benefits may include associated portions of FICA (Social Security and Medicare), Worker's Compensation, Retirement benefits, and fixed shift differential costs. Prorated portions of leave accrual, health/life insurance, uniform allowance, vehicle usage, salary incentive, and other standard benefits cannot be reimbursed as they are not additional costs incurred specifically as a result of the overtime worked.

- **Detail Activity:** Vendor shall record detail activity that documents the education and enforcement outputs for each detail conducted through the provided online platform. The activity will document that each detail conducted meets the minimum level of service as outlined in this agreement and show the officers assigned, date, days and/or times, location, contacts made, number of materials distributed, and the numbers of educational contacts, warnings and citations issued to motorists, pedestrians, and bicyclists for each statute. Detail Activity submissions shall be consistent with the corresponding invoices and payroll documentation.

All invoices must be submitted through the provided online platform. In case the provided online platform is unavailable, invoice documentation can be sent electronically to ped.bike.safety@iptm.org.

All requests for reimbursement shall be signed by an Authorized Representative of the Vendor, or their delegate.

The University has 40-days to review and process invoices for services. This process begins on the date the Vendor invoice is received, inspected, and approved. Invoices may be returned if not completed properly. If a payment is not available within 40 days from the University approval, a separate interest

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penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar will not be enforced unless the Vendor requests payment. Invoices that have to be returned to a Vendor because of Vendor preparation errors will result in a delay in the payment and is not subject to the interest penalty. The Vendor payment requirements do not start until a properly completed financial reimbursement request is provided to the University.

FINANCIAL CONSEQUENCES

Payment shall be made only after receipt and approval of services provided. If the University determines that the performance of the Vendor does not comply with the contract requirements, the University shall notify the Vendor of the deficiency to be corrected, and the correction shall be made within a timeframe to be specified by the University. If the deficiency is subsequently resolved, the University agrees to pay the invoice(s) for the unpaid amount(s) during the next billing period. If the Vendor is unable to resolve the deficiency, the funds shall be forfeited at the end of this contractual service agreement.

PRE-APPROVED HVE LOCATIONS

Education and enforcement overtime details are only authorized at locations (specific intersections, corridors, and/or regions) that have been pre-approved by the FDOT. Vendor may not be reimbursed for efforts conducted at locations that have not been pre-approved, that take place prior to the date of the approval of this agreement, or that do not comply with the minimum level of service as outlined in this agreement.

Maximum number of officers permitted at pre-approved locations:

- 0.5 mile or less - 3 officers permitted
- 0.51 miles to 0.75 miles – 5 officers permitted
- 0.76 miles or more – 8 officers permitted

The Vendor will not be eligible for reimbursement for officers that exceed the maximum number permitted.

Each pre-approved location will have clearly defined boundaries; day(s) and times of day in which the overtime details can be worked and will be outlined in Exhibit C.

REQUESTS FOR ADDITIONAL FUNDING

The Vendor may request an increase to the total funding amount of this contract during the contract period. If the funding is available, the increased funding request may be considered if the Vendor has:

- satisfied all of the provision listed within this contract
- submitted timely invoices and record of detail activity submissions
- conducted HVE overtime detail efforts in a manner that supports the stated goal
- expended 80% or more of the current contract funding amount
- pedestrian and bicyclist crash circumstances within the Vendor's jurisdiction support the increased funding amount

Increased funding will be based upon availability and must be approved by the FDOT.

Increased funding will be accomplished through an amendment to this contract which must be signed by the FDOT, Vendor, and IPTM.

Requests for increased funding must be submitted to IPTM and received on or before February 27, 2026.

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NON-DISCRIMINATION AND ETHICAL STANDARDS

No person shall, on the ground of race, color, religion, sex, handicap, or national origin, be subjected to discrimination under any program or activity supported by this contract. The agency agrees to comply with the Florida Civil Rights Act (F.S. 760)
http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0700-0799/0760/0760.html

All officers participating in High Visibility Enforcement activities are required to comply with the Law Enforcement Officer Ethical Standards of Conduct as established by the Florida Department of Law Enforcement. https://www.fdle.state.fl.us/Content/CJST/Menu/Officer-Requirements-Main-Page/LE-Ethical-Standards-of-Conduct.aspx

CORE ACTIVITY PERFORMANCE MEASURES / MINIMUM LEVEL OF SERVICE TO BE PERFORMED AND CRITERIA FOR EVALUATING SUCCESSFUL COMPLETION.

Each law enforcement agency is encouraged to complete all of the tasks as outlined within this contract. All agencies are required to complete a minimum of (80%) eighty percent of contracted efforts within the contract period to be eligible for "agency of the year award" consideration. Each successive fiscal year, agencies will be prioritized for funding based on percentage of performance expectations that were met.

CONSEQUENCES FOR NON-PERFORMANCE

If the Vendor is unable to properly utilize the full funding amount as outlined herein, the amount of funding for subsequent periods may be reduced. In the event that the required services are in dispute, the invoice may be pro-rated, reduced, or payment withheld until adequate documentation is provided to support the completion of such services and the dispute is resolved. If requirements are not met, the invoice will be pro-rated and payment will only be made for services that were completed as outlined in this agreement. Failure to submit invoices, detail activity reports, or other deliverables as outlined in this contract may result in termination of the agreement.

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EXHIBIT "B"

EFFORT SUMMARY

FLORIDA'S PEDESTRIAN AND BICYCLE FOCUSED INTITIATIVE
HIGH VISIBILITY ENFORCEMENT CAMPAIGN

QUANTIFIABLE, MEASURABLE, AND VERIFIABLE DELIVERABLES

- A minimum of two (2) media engagements should be conducted in conjunction with these high visibility enforcement operations during the contract period.
- Detail Activity Reports shall be submitted for each education and enforcement detail worked.
- Bicycle Light Distribution Assurance Forms shall be submitted for each bicycle light kit distributed.
- Invoices shall be submitted for each month or payroll period in which overtime details were performed beginning the month following contract execution.

PERFORMANCE MEASURES

Proof of performance documentation shall be submitted. This includes, but is not limited to, the following:

- Detail Activity Submissions
- Proof of media engagements
- Proof of overtime hours worked

BUDGET/COST ANALYSIS

- The name and fully loaded hourly overtime rates to be used for each officer must be submitted.
- The overtime rates may include the costs of hourly overtime plus associated fringe benefits paid upon the overtime.
- Only hours from officers listed and shown on the authorized personnel list are eligible for reimbursement under this agreement.
- Only overtime hours for sworn law enforcement officers are eligible for reimbursement (non-sworn civilian personnel are not eligible unless explicitly approved in writing by IPTM).
- Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.).
- Only maximum number of officers permitted at pre-approved locations are eligible for reimbursement under this agreement.
- Payroll documentation should clearly indicate that the detail hours worked under this contract were on overtime status along with the overtime rates that were paid.
- ☒Both Tier 1 and Tier 2 locations: Tier 1 locations shall be worked from contract execution through May 8, 2026. Tier 2 locations can be worked in addition to Tier 1 locations from February 1, 2026 through May 8, 2026.
  ☐Only Tier 2 locations shall be worked from contract execution through May 8, 2026.
- Payment shall be made only after receipt and approval of services provided.

Total contract amount not to exceed: $5,547.82

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EXHIBIT "C"

Locations for Holly Hill Police Department
Florida's Pedestrian and Bicycle Focused Initiative
High Visibility Enforcement Campaign

Rank	Roadway Name	From	To	Length (miles)	Tier	Time Range		Day of the Week
						From	To	
4	N RIDGEWOOD AVENUE	MASON AVENUE	3RD STREET	0.38	1	1600	800	TUESDAY, THURSDAY, FRIDAY, SATURDAY
34	N RIDGEWOOD AVENUE	FLOMICH STREET	CALLE GRANDE STREET	0.45	2	600	2200	TUESDAY, THURSDAY, SUNDAY

Data Source: Signal 4 Analytics 7/1/2019-6/30/2024 (downloaded March 2025). Table lists roadway segments with high representation of traffic crashes resulting in serious injuries and fatalities to pedestrians and bicyclists.

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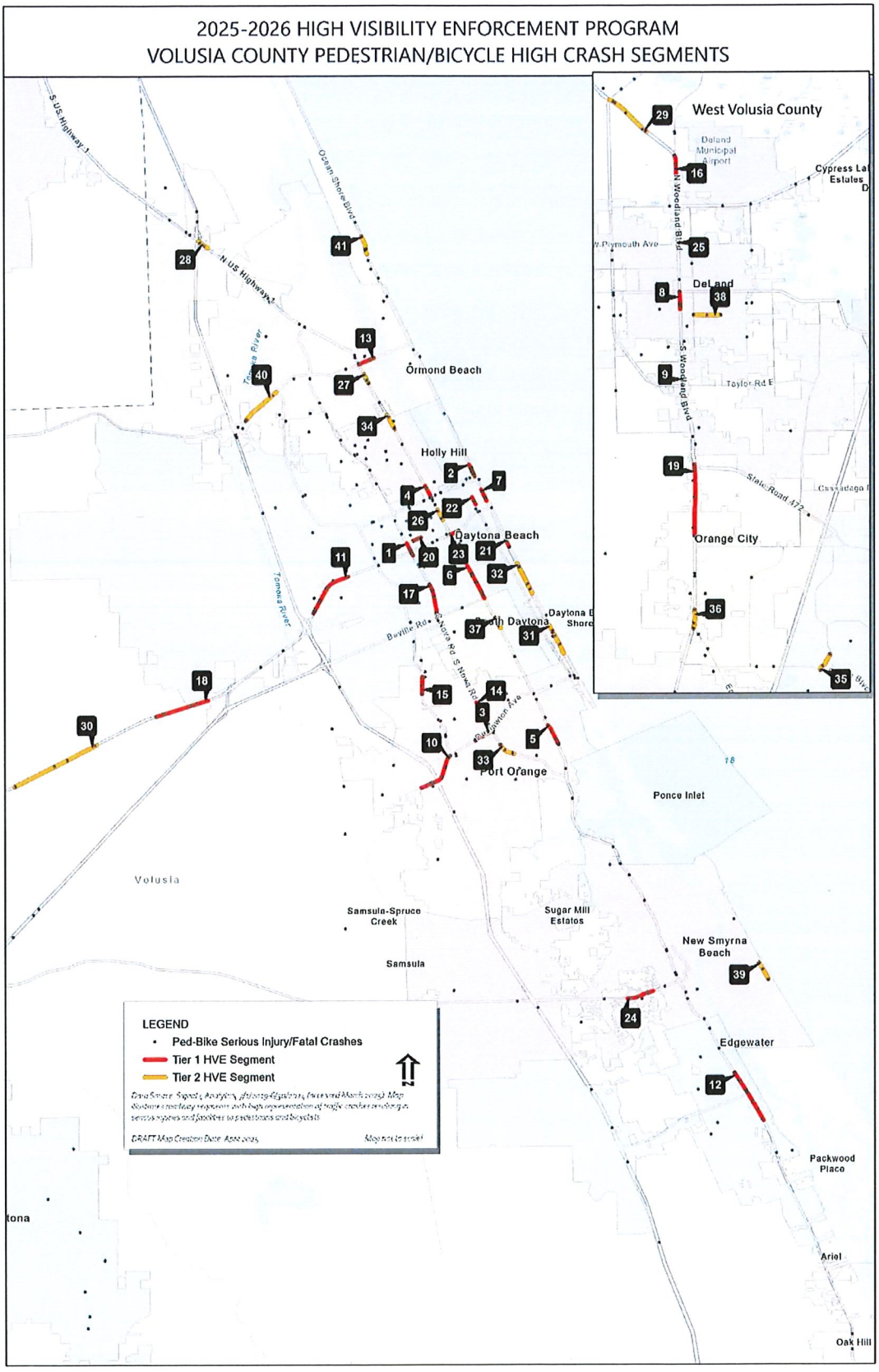
EXHIBIT "C"



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Letter of Agreement and Contract

Execution of Agreement. This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

University of North Florida Training and Services Institute, Inc.
d/b/a Institute of Police Technology and Management

George Androuin, Assistant Vice President — Date

Cameron Pucci, Director — Date

VENDOR ACKNOWLEDGEMENT: By signing below, I certify that I have read the entire document, agree to abide by the pricing and all terms and conditions of this Letter of Agreement and Contract, and that I am authorized to sign for the Vendor.

Vendor Name: City of Holly Hill

Address: 1065 Ridgewood Avenue, Holly Hill, FL 32117

Vendor's Authorized Agent Signature — Date

Printed Name — Title

DocuSigned by:
Chris Craig
B67DFADA5D7C4E4...
07/10/2025 | 12:12 PM EDT
FDOT APPROVAL

Attachment: HVE contract 25.26 (2025-R-56 : 2025/2026 Pedestrian and Bicycle Safety High Visibility Enforcement & Support Program - HVE

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Exhibit "D"

FY2025 - Subcontract Agreement Required Federal Clauses, Per Part V

i. The parties to this subcontract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # 433144-1-8404, FDOT Contract # G3E95. A final invoice must be received by June 5, 2026 or payment will be forfeited.

ii. **Buy America Act.** The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is $5,000 or more, including motor vehicles, that is not produced in the United States. NHTSA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall Project contract by more than 25 percent.

iii. **Certification Regarding Federal Lobbying.** The subcontractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 U.S.C 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

iv. **Cooperation with the Inspector General.** It is the duty of every subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this Agreement. Section 20.055(5), F.S.

v. **DBE Assurance**. The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Subrecipient or the Department deems appropriate.

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vi. **E-Verify**. Any subcontractors performing work or providing services pursuant to the subgrant agreement are required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Agreement.

vii. **Nondiscrimination**. During the performance of this subcontract, the Subcontractor agrees:

1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time

2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein

3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT, or NHTSA

4. That, in the event a Subcontractor fails to comply with any nondiscrimination provisions in this subgrant, the Subrecipient will have the right to impose such subgrant sanctions as it or NHTSA determines are appropriate, including but not limited to withholding payments to the Subcontractor under the contract/agreement until the Subcontractor complies; and/or canceling, terminating, or suspending a contract or funding agreement, in whole or in part.

viii. **Clean Air Act and Federal Water Pollution Control Act**. Subcontracts for amounts in excess of $150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) as amended, and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

ix. **Integrity Certification**. The Subcontractor certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subcontractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subcontractor shall provide to the Department immediate written notice if at any time the Subcontractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

x. **Contract Work Hours and Safety Standards Act**. All subcontracts in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

xi. **Indemnification and Insurance**. To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, F.S., the Subcontractor shall indemnify and hold harmless the Subrecipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from

Attachment: HVE contract 25.26 (2025-R-56 : 2025/2026 Pedestrian and Bicycle Safety High Visibility Enforcement & Support Program - HVE

liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.

xii. **Policy on Banning Text Messaging While Driving Act**. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, subcontractors are encouraged to:

Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the Subrecipient agency and/or the Government.

Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving.

Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are $15,000 or more.

xiii. **Human Trafficking**. The Subcontractor agrees that it and its employees that perform any work on the subcontract shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the subcontract.

xiv. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** The Subcontractor agrees to take the following affirmative steps to assure that minority businesses, women's business enterprise, and labor surplus are used when possible:

1. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

xv. **Termination for Convenience**. In accordance with Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) calendar days' advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.

Attachment: HVE contract 25.26 (2025-R-56 : 2025/2026 Pedestrian and Bicycle Safety High Visibility Enforcement & Support Program - HVE

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **August 12, 2025**
FROM: **Joseph Forte**
SUBJECT: **Lease Agreement Extension with the Volusia/Flagler YMCA**
NUMBER: **2025-R-57**
APPLICANT:
PLANNER:

DISCUSSION:

The Volusia/Flagler YMCA currently holds a contract with the City of Holly Hill to serve the community with certain recreational activities at the FACILITY located at 1046 Daytona Avenue. Last year, this item was approved for a contract renewal for a period of (1) one year with intention that the entire Agreement will be negotiated and renewed providing both parties agree to the terms and conditions of the lease no later than August 31, 2025.

In October 2024, Brian Walker and I met with Chris Seilkop and Katie Lyle to discuss future capital plans and the need to develop a 5 year capital improvement plan for the Holly Hill YMCA. While there were a few good ideas, all options resulted in the need for additional parking. Until such time as we can identify a method of establishing additional parking, future plans of expansion will be stalled.

There are no changes to this year's contract renewal.

The agreement would be effective October 1, 2025 and would be for a period of (1) one year with expiring on September 30, 2026.

FISCAL ANALYSIS:

Fully funded in FY 2025-2026 budget.

STAFF RECOMMENDATION:

Authorize the one-year extension of the current Lease Agreement with the Volusia/Flagler YMCA to operate as the recreation program provider for the FACILITY located at 1046 Daytona Avenue as outlined in the attached lease agreement.

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:

AUTHORIZE THE ONE YEAR EXTENSION OF THE CURRENT LEASE AGREEMENT WITH THE VOLUSIA/FLAGLER YMCA TO OPERATE AS RECREATION PROVIDER - 1046 DAYTONA AVENUE FACILITY.

ATTACHMENTS:

- YMCA Lease Agreement Extension 2024-25 (PDF)

Resolution No. 2025-57

LEASE AGREEMENT EXTENSION WITH THE VOLUSIA/FLAGLER YMCA

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 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 to provide recreational programs at the 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.

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

SECTION 1. That the City Commission approve a one year continuation of the attached agreement dated September 2024 and the City Manager is hereby authorized extend the lease agreement, under the same terms and conditions, 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, 2025 and shall continue for a period of (1) one year, expiring on September 30, 2026.

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

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

APPROVED AND AUTHENTICATED on this 12th day of AUGUST, 2025.

CITY OF HOLLY HILL - YMCA LEASE AGREEMENT

THIS AGREEMENT made, September 26, 2024, - 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 the property located at 1046 Daytona Ave. Holly Hill, FL 32117, as delineated in Exhibit "A" (hereinafter referred to as FACILITIES), and;

WHEREAS, the CITY has contracted with the YMCA since June 1, 2010 to provide certain recreation programs to the community, and;

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

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) The YMCA has been in possession and operation of the FACILITIES since June 1, 2010 and has full knowledge of the conditions of the FACILITIES, therefore YMCA takes the FACILITIES in an “AS IS” condition.”

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.

Attachment: YMCA Lease Agreement Extension 2024-25 (2025-R-57 : Lease Agreement Extension with the Volusia/Flagler YMCA)

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 the original 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, 2024 and shall continue for a period of (1) one year expiring on September 30, 2025. The Agreement may be renewed in one year increments providing each party has agreed upon terms and conditions no later than June 30th of each year.

Section 1.4 Subsidy

The City covenants and agrees to pay to the YMCA as a subsidy for the purpose of having one full time staff manager assigned to the facility, the sum of forty-five thousand dollars ($45,000) per year, payable quarterly with first payment of $11,250 paid on October 15, 2023. 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. However, if the damage is caused by the negligent or intentional acts of the employees, agents, members or guests of the YMCA shall be the responsibility of the YMCA to repair or replace regardless of the cost, and not the responsibility of the CITY.

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 monthly to determine maintenance needs upon providing the YMCA with at least 24 hours advance notice.

Attachment: YMCA Lease Agreement Extension 2024-25 (2025-R-57 : Lease Agreement Extension with the Volusia/Flagler YMCA)

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, electricity, water, storm water, internet access, trash collection and sewer services. YMCA will pay gas utility for the purpose of heating the pool to a temperature of 84-86 degrees for all months except January and February.

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.

b) The annual financial reports shall include a separate accounting of all revenues and expenditures relating to the FACILITIES and the City of Holly Hill YMCA. The City reserves the right to verify the accuracy of the representations contained in the annual financial reports and the YMCA will make its financial records available for inspection at the end of each quarter for review by the City or its designee.

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 inclu the following, or similar types of activities: chair yoga, yoga, Tia Chi Balance, Zuma, Boot Camp, aquatic programs, dance class, karate, indoor cycling.

The pool shall remain open twelve (10) months out of the year excluding the months of January and February. Pool schedule may be adjusted based on member usage. However, the pool must be open a minimum of 5 hours per day, every day the YMCA is open. If the pool does not remain open 5 hours per day, the city will deduct $150.00, each day it is not open, from the next quarterly payment.

The Pool Hours as of 10/4, will be Monday-Friday 7:00 am -12:00 pm.
Tuesday and Thursday the YMCA will host Water Aerobics at 5:30 pm
Saturday 9:00 am-2:00 pm

Attachment: YMCA Lease Agreement Extension 2024-25 (2025-R-57 : Lease Agreement Extension with the Volusia/Flagler YMCA)

Section 2.2 CITY Use ofFacilities

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 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

Attachment: YMCA Lease Agreement Extension 2024-25 (2025-R-57 : Lease Agreement Extension with the Volusia/Flagler YMCA)

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 and landscaping 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 set by the CFO in accordance with the appro of the Volusia Flagler YMCA 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 r 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

Attachment: YMCA Lease Agreement Extension 2024-25 (2025-R-57 : Lease Agreement Extension with the Volusia/Flagler YMCA)

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 consisting of three consecutive days 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

Attachment: YMCA Lease Agreement Extension 2024-25 (2025-R-57 : Lease Agreement Extension with the Volusia/Flagler YMCA)

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, prior to the next scheduled quarterly payment 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 90days 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 90days 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

Attachment: YMCA Lease Agreement Extension 2024-25 (2025-R-57 : Lease Agreement Extension with the Volusia/Flagler YMCA)

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 5.3 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 te1m 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 5.4 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. 5 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 5.6 Net Lease

This Lease is, except to the extent otherwise provided herein, a net lease, and YMCA hereby

Attachment: YMCA Lease Agreement Extension 2024-25 (2025-R-57 : Lease Agreement Extension with the Volusia/Flagler YMCA)

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 5.7 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 5.8 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 5.9 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 5.10 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 untenantable, CITY shall have the option of either restoring the

Attachment: YMCA Lease Agreement Extension 2024-25 (2025-R-57 : Lease Agreement Extension with the Volusia/Flagler YMCA)

FACILITIES or terminating this Lease, and shall exercise the option within the first sixty (60) days after the casualty.

Section 5.11 Holly Hill YMCA Advisory Board

The Corporate Board shall include one (1) non-elected representative from the City of Holly Hill. The FACILITY shall have a local board made up of 5-7 members of which one will serve on the Corporate Board.

Section 5.12 Website

YMCA will update their website to include more inclusive information about the Holly Hill facility

Section 5.13 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

Attachment: YMCA Lease Agreement Extension 2024-25 (2025-R-57 : Lease Agreement Extension with the Volusia/Flagler YMCA)

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.

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

Attachment: YMCA Lease Agreement Extension 2024-25 (2025-R-57 : Lease Agreement Extension with the Volusia/Flagler YMCA)

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **August 12, 2025**
FROM: **Byron Williams**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Five-Year Contract with Axon Enterprise, Inc., to Include the Upgrade of Body Worn Camera System and Taser Package, and Authorizing the Citiy Manager to Execute Any Necessary Purchasing Agreements; Setting Forth Revenues and Expenditures; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2025-R-58**
APPLICANT:
PLANNER:

DISCUSSION:

The Holly Hill Police Department currently has a contract with Axon Enterprise, Inc., for Body Worn Cameras (BWC) with utilized cloud-based video storage system for the archive storage and retrieval of video footage. This contract expires October 31, 2025. The Holly Hill Police Department has a secondary contract with Axon Enterprise, Inc., for the Taser 7, which is an Electronic Control Device (ECD) utilized by police officers to prevent injuries during an arrest. This current contract will expire as of September 30, 2027. This contract will be terminated early to accommodate the combination of the newly proposed contract.

The Holly Hill Police Department is looking to renew the contract with Axon Enterprise, Inc., beginning October 1, 2026. Axon Enterprise, Inc., now offers a bundle, combining both BWC and Tasers, to include upgrades from Body 3 to Body 4 cameras, as well as from Taser 7 to Taser 10 EDCs. This package includes everything from the previous contract, with additions such as auto-redaction, and auto tagging to EVIDENCE.com, the cloud-based video storage system.

FISCAL ANALYSIS:

The cost of the Taser 7 in the current contract is $814.92 per unit at nineteen (19) units. This newly proposed contract has the Taser 10 at $925 a unit at twenty-four (24) units. The increase is due to inflation, an increase from nineteen (19) to twenty-four (24) units, upgraded technology, and additional training material included in the quoted price.

The funding for the first year of the AXON BWC and Taser 10 bundle package will be included

in the budget for FY26. The first year of the five-year contract with AXON Enterprise, Inc., is $33,767.45, which is due October, 2025. Each addition year of the following four (4) years of the contract will each have a cost of $88,761.92.

The total five-year cost of the contract is $388,815.13.

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.

STAFF RECOMMENDATION:

Approve the five-year agreement with AXON Enterprise, Inc., combining the upgraded Axon Body 4 camera system and the upgraded Taser program.

COMMISSION GOAL:

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

MOTION:

MOTION TO AUTHORIZE THE CITY MANAGER OR DESIGNEE TO SIGN THE FIVE-YEAR CONTRACT TO PURCHASE THE AXON TASER 10 CERTIFICATION AND BODY WORN CAMERA 4 CERTIFICATION BUNDLE PACKAGE.

ATTACHMENTS:

- AXON bundle contract 2026 (PDF)

Resolution No. 2025-58

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE FIVE-YEAR CONTRACT WITH AXON ENTERPRISE, INC., TO INCLUDE THE UPGRADE OF BODY WORN CAMERA SYSTEM AND TASER PACKAGE, AND AUTHORIZING THE CITIY MANAGER TO EXECUTE ANY NECESSARY PURCHASING AGREEMENTS; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE FIVE-YEAR CONTRACT WITH AXON ENTERPRISE, INC., TO INCLUDE THE UPGRADE OF BODY WORN CAMERA SYSTEM AND TASER PACKAGE, AND AUTHORIZING THE CITIY MANAGER TO EXECUTE ANDY NECESSARY PURCHASING AGREEMENTS; SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill Police Department has a five-year contract with Axon Enterprise, Inc., as it pertains to Body Worn Cameras (BWCs) with cloud-based data storage and a secondary contract with Axon Enterprise, Inc., for Tasers; and

WHEREAS, the contract with Axon Enterprise, Inc., for BWCs will expire September 30, 2025; and

WHEREAS, Axon Enterprise, Inc., now offers a bundle package, combining both the BWC package and the Taser package; and

WHEREAS, this package includes upgrades for both devices, as well as, additional programs such as auto-redaction and auto-tagging; and

WHEREAS, the funding for year one (1) is included in the tentative budget for FY26; and

WHEREAS, this is a five-year contract, with the first year's cost of $33,757.45, with the following years 2-5 cost of $88,761.92, ending September 30, 2030.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION

OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The City Commission of Holly Hill approve the five-year contract with Axon Enterprise, Inc., including the upgrades of both BWC to Body 4s, and Taser 7s to Taser 10s.

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 apart of this Resolution.

SECTION 3 EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 12th day of AUGUST, 2025.

Attachment: AXON bundle contract 2026 (2025-R-58 : 2026 AXON Bundle 5-Year Contract)

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-729027-45868RG

Issued: 07/30/2025

Quote Expiration:

Estimated Contract Start Date: 10/15/2025

Account Number: 308391

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Holly Hill Police Dept. - FL 1065 Ridgewood Ave Daytona Beach, FL 32117-2807 USA	Holly Hill Police Dept. - FL 1065 Ridgewood Ave Daytona Beach FL 32117-2807 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Rachel Gershenson Phone: Email: rleinson@axon.com Fax:	Byron Williams Phone: (386) 248-9475 Email: bwilliams@hollyhillfl.org Fax: (386) 248-9480

Quote Summary

Program Length	62.5484 Months
TOTAL COST	$388,815.13
ESTIMATED TOTAL W/ TAX	$388,815.13

Discount Summary

Average Savings Per Year	$28,247.20
TOTAL SAVINGS	$147,234.76

Attachment: AXON bundle contract 2026 (2025-R-58 : 2026 AXON Bundle 5-Year Contract)

Payment Summary

Date	Subtotal	Tax	Total
Oct 2025	$33,767.45	$0.00	$33,767.45
Oct 2026	$88,761.92	$0.00	$88,761.92
Oct 2027	$88,761.92	$0.00	$88,761.92
Oct 2028	$88,761.92	$0.00	$88,761.92
Oct 2029	$88,761.92	$0.00	$88,761.92
Total	**$388,815.13**	**$0.00**	**$388,815.13**

Attachment: AXON bundle contract 2026 (2025-R-58 : 2026 AXON Bundle 5-Year Contract)

Quote Unbundled Price:	$536,076.30
Quote List Price:	$440,000.70
Quote Subtotal:	$388,815.13

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			$1.00	$2,160.96	$2,160.96	$0.00	$2,160.96
100552	TRANSFER CREDIT - GOODS	1			$1.00	$25,084.17	$25,084.17	$0.00	$25,084.17
B00031	OSP-UNLIMITED	2	60	$199.30	$157.07	$157.07	$18,848.40	$0.00	$18,848.40
M00031	BUNDLE - OFFICER SAFETY PLAN 10	24	60	$279.37	$227.49	$195.59	$281,649.60	$0.00	$281,649.60
V00020	UPGRADE BUNDLE - TASER SKILLS TO FULL VR	24	60	$23.24	$11.92	$11.92	$17,164.80	$0.00	$17,164.80
A la Carte Hardware									
H00002	AB4 Multi Bay Dock Bundle	3			$1,638.90	$0.00	$0.00	$0.00	$0.00
H00001	AB4 Camera Bundle	2			$899.00	$899.00	$1,798.00	$0.00	$1,798.00
H00002	AB4 Multi Bay Dock Bundle	1			$1,638.90	$1,638.90	$1,638.90	$0.00	$1,638.90
H00001	AB4 Camera Bundle	24			$899.00	$0.00	$0.00	$0.00	$0.00
A la Carte Software									
20248	AXON TASER - EVIDENCE.COM LICENSE	20	3		$5.37	$5.37	$322.20	$0.00	$322.20
73746	AXON EVIDENCE - ECOM LICENSE - PRO	5	3		$45.00	$45.00	$675.00	$0.00	$675.00
73840	AXON EVIDENCE - ECOM LICENSE - BASIC	21	3		$15.00	$15.00	$945.00	$0.00	$945.00
73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	481	3		$0.75	$0.75	$1,082.25	$0.00	$1,082.25
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	24	60		$10.85	$10.85	$15,624.00	$0.00	$15,624.00
73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	24	60		$10.85	$10.85	$15,624.00	$0.00	$15,624.00
A la Carte Services									
20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1			$6,000.00	$0.00	$0.00	$0.00	$0.00
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			$2,700.00	$2,700.00	$2,700.00	$0.00	$2,700.00
79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1			$3,000.00	$3,000.00	$3,000.00	$0.00	$3,000.00
A la Carte Warranties									
80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	3		$7.70	$7.70	$23.10	$0.00	$23.10
80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	22	3		$0.50	$0.50	$33.00	$0.00	$33.00
80395	AXON TASER 7 - EXT WARRANTY - HANDLE	19	3		$7.75	$7.75	$441.75	$0.00	$441.75
Total							**$388,815.13**	**$0.00**	**$388,815.13**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	2	1	12/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK	24	1	12/01/2025

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
		RAPIDLOCK			
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	3	1	12/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	27	1	12/01/2025
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	3	1	12/01/2025
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	27	1	12/01/2025
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	3	1	12/01/2025
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	27	1	12/01/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	3	1	12/01/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	1	1	12/01/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	12/01/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	3	1	12/01/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	3	1	12/01/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	12/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100126	AXON VR - TACTICAL BAG	1	1	12/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	24	2	12/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	12/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100396	AXON TASER 10 - MAGAZINE - INERT RED	1	1	12/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	360	1	12/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	170	1	12/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100401	AXON TASER 10 - CARTRIDGE - INERT	10	1	12/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100591	AXON TASER - CLEANING KIT	1	1	12/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	24	1	12/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	12/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100748	AXON VR - CONTROLLER - TASER 10	1	1	12/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	1	1	12/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	12/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	1	12/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	101751	AXON VR - HEADSET - HTC FOCUS VISION	1	1	12/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	24	1	12/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	3	1	12/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	101886	SIGNAL SENSOR	24	1	12/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	101889	AXON SIGNAL - BATTERY - CR2032	24	1	12/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	20018	AXON TASER - BATTERY PACK - TACTICAL	5	1	12/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	20018	AXON TASER - BATTERY PACK - TACTICAL	24	1	12/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	12/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	12/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	12/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	12/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	12/01/2025
OSP-UNLIMITED	101886	SIGNAL SENSOR	2	1	12/01/2025
OSP-UNLIMITED	101889	AXON SIGNAL - BATTERY - CR2032	2	1	12/01/2025
UPGRADE BUNDLE - TASER SKILLS TO FULL VR	100126	AXON VR - TACTICAL BAG	1	1	12/01/2025
UPGRADE BUNDLE - TASER SKILLS TO FULL VR	100748	AXON VR - CONTROLLER - TASER 10	1	1	12/01/2025
UPGRADE BUNDLE - TASER SKILLS TO FULL VR	100832	AXON VR - CONTROLLER - HANDGUN VR19H	1	1	12/01/2025
UPGRADE BUNDLE - TASER SKILLS TO FULL VR	101294	AXON VR - TABLET	1	1	12/01/2025
UPGRADE BUNDLE - TASER SKILLS TO FULL VR	101300	AXON VR - TABLET CASE	1	1	12/01/2025
UPGRADE BUNDLE - TASER SKILLS TO FULL VR	101751	AXON VR - HEADSET - HTC FOCUS VISION	1	1	12/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	120	1	12/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	120	1	12/01/2027
BUNDLE - OFFICER SAFETY PLAN 10	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	1	1	06/01/2028

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	1	06/01/2028
BUNDLE - OFFICER SAFETY PLAN 10	73309	AXON BODY - TAP REFRESH 1 - CAMERA	24	1	06/01/2028
BUNDLE - OFFICER SAFETY PLAN 10	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	3	1	06/01/2028
OSP-UNLIMITED	73309	AXON BODY - TAP REFRESH 1 - CAMERA	2	1	06/01/2028
OSP-UNLIMITED	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	1	1	06/01/2028
UPGRADE BUNDLE - TASER SKILLS TO FULL VR	100210	AXON VR - TAP REFRESH 1 - TABLET	1	1	06/01/2028
UPGRADE BUNDLE - TASER SKILLS TO FULL VR	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	1	1	06/01/2028
UPGRADE BUNDLE - TASER SKILLS TO FULL VR	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	1	1	06/01/2028
UPGRADE BUNDLE - TASER SKILLS TO FULL VR	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	1	06/01/2028
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	120	1	12/01/2028
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	120	1	12/01/2029
BUNDLE - OFFICER SAFETY PLAN 10	73310	AXON BODY - TAP REFRESH 2 - CAMERA	24	1	12/01/2030
BUNDLE - OFFICER SAFETY PLAN 10	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	3	1	12/01/2030
OSP-UNLIMITED	73310	AXON BODY - TAP REFRESH 2 - CAMERA	2	1	12/01/2030
OSP-UNLIMITED	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	1	1	12/01/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	20248	AXON TASER - EVIDENCE.COM LICENSE	20	10/15/2025	12/31/2025
A la Carte	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	481	10/15/2025	12/31/2025
A la Carte	73746	AXON EVIDENCE - ECOM LICENSE - PRO	5	10/15/2025	12/31/2025
A la Carte	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	21	10/15/2025	12/31/2025
BUNDLE - OFFICER SAFETY PLAN 10	101180	AXON TASER - DATA SCIENCE PROGRAM	24	01/01/2026	12/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	101703	AXON VR - USER ACCESS - TASER SKILLS	24	01/01/2026	12/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	20248	AXON TASER - EVIDENCE.COM LICENSE	1	01/01/2026	12/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	20248	AXON TASER - EVIDENCE.COM LICENSE	24	01/01/2026	12/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	73447	AXON FUSUS - LICENSE - PLUS USER	24	01/01/2026	12/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	24	01/01/2026	12/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	73638	AXON STANDARDS - LICENSE	24	01/01/2026	12/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	240	01/01/2026	12/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	24	01/01/2026	12/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	73746	AXON EVIDENCE - ECOM LICENSE - PRO	24	01/01/2026	12/31/2030
OSP-UNLIMITED	73447	AXON FUSUS - LICENSE - PLUS USER	2	01/01/2026	12/31/2030
OSP-UNLIMITED	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	2	01/01/2026	12/31/2030
OSP-UNLIMITED	73638	AXON STANDARDS - LICENSE	2	01/01/2026	12/31/2030
OSP-UNLIMITED	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	20	01/01/2026	12/31/2030
OSP-UNLIMITED	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	2	01/01/2026	12/31/2030
OSP-UNLIMITED	73746	AXON EVIDENCE - ECOM LICENSE - PRO	2	01/01/2026	12/31/2030
UPGRADE BUNDLE - TASER SKILLS TO FULL VR	101909	AXON VR - USER ACCESS - TASER SKILLS TO FULL VR UPGRADE	24	01/01/2026	12/31/2030
A la Carte	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	24	01/01/2026	12/31/2030
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	24	01/01/2026	12/31/2030

Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 10	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	24
BUNDLE - OFFICER SAFETY PLAN 10	101193	AXON TASER - ON DEMAND CERTIFICATION	1
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1
A la Carte	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1
A la Carte	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	22	10/15/2025	12/31/2025
A la Carte	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	19	10/15/2025	12/31/2025
A la Carte	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	10/15/2025	12/31/2025
BUNDLE - OFFICER SAFETY PLAN 10	100197	AXON VR - EXT WARRANTY - HEADSET	1	12/01/2026	12/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	24	12/01/2026	12/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	101007	AXON VR - EXT WARRANTY - CONTROLLER	1	12/01/2026	12/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	24	12/01/2026	12/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	5	12/01/2026	12/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	12/01/2026	12/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	80464	AXON BODY - TAP WARRANTY - CAMERA	24	12/01/2026	12/31/2030
BUNDLE - OFFICER SAFETY PLAN 10	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	3	12/01/2026	12/31/2030
OSP-UNLIMITED	80464	AXON BODY - TAP WARRANTY - CAMERA	2	12/01/2026	12/31/2030
OSP-UNLIMITED	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	1	12/01/2026	12/31/2030
UPGRADE BUNDLE - TASER SKILLS TO FULL VR	100197	AXON VR - EXT WARRANTY - HEADSET	1	12/01/2026	12/31/2030
UPGRADE BUNDLE - TASER SKILLS TO FULL VR	100213	AXON VR - EXT WARRANTY - TABLET	1	12/01/2026	12/31/2030
UPGRADE BUNDLE - TASER SKILLS TO FULL VR	101007	AXON VR - EXT WARRANTY - CONTROLLER	1	12/01/2026	12/31/2030
UPGRADE BUNDLE - TASER SKILLS TO FULL VR	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	1	12/01/2026	12/31/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1065 Ridgewood Ave	Daytona Beach	FL	32117-2807	USA
2	1065 Ridgewood Ave	Daytona Beach	FL	32117-2807	USA

Payment Details

Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	100552	TRANSFER CREDIT - GOODS	1	$25,084.17	$0.00	$25,084.17
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	$2,160.96	$0.00	$2,160.96
Upfront	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	$2,700.00	$0.00	$2,700.00
Upfront	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	$0.00	$0.00	$0.00
Upfront	H00001	AB4 Camera Bundle	2	$1,798.00	$0.00	$1,798.00
Upfront	H00001	AB4 Camera Bundle	24	$0.00	$0.00	$0.00
Upfront	H00002	AB4 Multi Bay Dock Bundle	3	$0.00	$0.00	$0.00
Upfront	H00002	AB4 Multi Bay Dock Bundle	1	$1,638.90	$0.00	$1,638.90
Year 1	20248	AXON TASER - EVIDENCE.COM LICENSE	20	$0.35	$0.00	$0.35
Year 1	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	24	$16.94	$0.00	$16.94
Year 1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	24	$16.94	$0.00	$16.94
Year 1	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	481	$1.17	$0.00	$1.17
Year 1	73746	AXON EVIDENCE - ECOM LICENSE - PRO	5	$0.73	$0.00	$0.73
Year 1	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	21	$1.02	$0.00	$1.02
Year 1	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	$3.25	$0.00	$3.25
Year 1	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	22	$0.04	$0.00	$0.04
Year 1	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	19	$0.48	$0.00	$0.48
Year 1	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	$0.03	$0.00	$0.03
Year 1	B00031	OSP-UNLIMITED	2	$20.44	$0.00	$20.44
Year 1	M00031	BUNDLE - OFFICER SAFETY PLAN 10	24	$305.40	$0.00	$305.40
Year 1	V00020	UPGRADE BUNDLE - TASER SKILLS TO FULL VR	24	$18.63	$0.00	$18.63
Total				**$33,767.45**	**$0.00**	**$33,767.45**

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	M00031	BUNDLE - OFFICER SAFETY PLAN 10	24	$0.00	$0.00	$0.00
Total				**$0.00**	**$0.00**	**$0.00**

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	20248	AXON TASER - EVIDENCE.COM LICENSE	20	$80.46	$0.00	$80.46
Year 2	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	24	$3,901.76	$0.00	$3,901.76
Year 2	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	24	$3,901.76	$0.00	$3,901.76
Year 2	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	481	$270.27	$0.00	$270.27
Year 2	73746	AXON EVIDENCE - ECOM LICENSE - PRO	5	$168.57	$0.00	$168.57
Year 2	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	21	$235.99	$0.00	$235.99
Year 2	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	$749.19	$0.00	$749.19

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	22	$8.24	$0.00	$8.24
Year 2	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	19	$110.32	$0.00	$110.32
Year 2	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	$5.77	$0.00	$5.77
Year 2	B00031	OSP-UNLIMITED	2	$4,706.98	$0.00	$4,706.98
Year 2	M00031	BUNDLE - OFFICER SAFETY PLAN 10	24	$70,336.08	$0.00	$70,336.08
Year 2	V00020	UPGRADE BUNDLE - TASER SKILLS TO FULL VR	24	$4,286.53	$0.00	$4,286.53
Total				**$88,761.92**	**$0.00**	**$88,761.92**

Oct 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	20248	AXON TASER - EVIDENCE.COM LICENSE	20	$80.46	$0.00	$80.46
Year 3	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	24	$3,901.76	$0.00	$3,901.76
Year 3	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	24	$3,901.76	$0.00	$3,901.76
Year 3	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	481	$270.27	$0.00	$270.27
Year 3	73746	AXON EVIDENCE - ECOM LICENSE - PRO	5	$168.57	$0.00	$168.57
Year 3	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	21	$235.99	$0.00	$235.99
Year 3	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	$749.19	$0.00	$749.19
Year 3	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	22	$8.24	$0.00	$8.24
Year 3	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	19	$110.32	$0.00	$110.32
Year 3	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	$5.77	$0.00	$5.77
Year 3	B00031	OSP-UNLIMITED	2	$4,706.98	$0.00	$4,706.98
Year 3	M00031	BUNDLE - OFFICER SAFETY PLAN 10	24	$70,336.08	$0.00	$70,336.08
Year 3	V00020	UPGRADE BUNDLE - TASER SKILLS TO FULL VR	24	$4,286.53	$0.00	$4,286.53
Total				**$88,761.92**	**$0.00**	**$88,761.92**

Oct 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	20248	AXON TASER - EVIDENCE.COM LICENSE	20	$80.46	$0.00	$80.46
Year 4	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	24	$3,901.76	$0.00	$3,901.76
Year 4	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	24	$3,901.76	$0.00	$3,901.76
Year 4	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	481	$270.27	$0.00	$270.27
Year 4	73746	AXON EVIDENCE - ECOM LICENSE - PRO	5	$168.57	$0.00	$168.57
Year 4	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	21	$235.99	$0.00	$235.99
Year 4	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	$749.19	$0.00	$749.19
Year 4	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	22	$8.24	$0.00	$8.24
Year 4	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	19	$110.32	$0.00	$110.32
Year 4	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	$5.77	$0.00	$5.77
Year 4	B00031	OSP-UNLIMITED	2	$4,706.98	$0.00	$4,706.98
Year 4	M00031	BUNDLE - OFFICER SAFETY PLAN 10	24	$70,336.08	$0.00	$70,336.08
Year 4	V00020	UPGRADE BUNDLE - TASER SKILLS TO FULL VR	24	$4,286.53	$0.00	$4,286.53
Total				**$88,761.92**	**$0.00**	**$88,761.92**

Oct 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	20248	AXON TASER - EVIDENCE.COM LICENSE	20	$80.46	$0.00	$80.46
Year 5	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	24	$3,901.76	$0.00	$3,901.76
Year 5	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	24	$3,901.76	$0.00	$3,901.76
Year 5	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	481	$270.27	$0.00	$270.27
Year 5	73746	AXON EVIDENCE - ECOM LICENSE - PRO	5	$168.57	$0.00	$168.57
Year 5	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	21	$235.99	$0.00	$235.99

Oct 2029						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 5	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1	$749.19	$0.00	$749.19
Year 5	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	22	$8.24	$0.00	$8.24
Year 5	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	19	$110.32	$0.00	$110.32
Year 5	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	$5.77	$0.00	$5.77
Year 5	B00031	OSP-UNLIMITED	2	$4,706.98	$0.00	$4,706.98
Year 5	M00031	BUNDLE - OFFICER SAFETY PLAN 10	24	$70,336.08	$0.00	$70,336.08
Year 5	V00020	UPGRADE BUNDLE - TASER SKILLS TO FULL VR	24	$4,286.53	$0.00	$4,286.53
Total				**$88,761.92**	**$0.00**	**$88,761.92**

Attachment: AXON bundle contract 2026 (2025-R-58 : 2026 AXON Bundle 5-Year Contract)

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Attachment: AXON bundle contract 2026 (2025-R-58 : 2026 AXON Bundle 5-Year Contract)

Agency has existing contract(s) originated via Quote(s):

Q-461152, Q-472680, Q-509336

Agency is terminating those contracts effective 1/1/2026. Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Transfer Balance of $27,245.13

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing quotes aforementioned above. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

_____ _____

Signature Date Signed

7/30/2025

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **August 12, 2025**
FROM: **Josef Grusauskas**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving the Piggyback of Volusia County Master Agreement 24-B-61LS with Sunoco LP, Approving a Change Order in the Amount of $19,000 to Purchase Order 250214 Between the City of Holly Hill and Sunoco LP and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2025-R-59**
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill has a 12,000 gallon above ground diesel tank located at the Public Works yard which is used by diesel powered engines and the backup generator serving the water plant, sewer plant and Public Works administrative offices. A purchase order was issued on January 7, 2025 for the provision of diesel fuel in the amount of $30,000. On February 6, 2025, the above ground diesel tank was filled at a cost of $22,274.24, leaving an available balance on the purchase order of $7,275.76.

Due in part to the failure of Lift Station #4 and the requirement of a significant amount of diesel fuel to run this lift station, the city currently only has approximately 2,000 gallons remaining in the storage tank. It is imperative that the tank remain full during hurricane season in order to ensure that the Public Works Complex can remain operational in the event of a loss of commercial power. A copy of the award and price structure is attached as “Exhibit A”.

Sunoco LP has an active agreement 24-B-61LS with Volusia County for the provision of diesel fuel. The cost structure for low sulfur diesel is a $.0579 markup over Oil Price Information Service (OPIS) daily low for quantities greater than or equal to 7,500 gallons and $.05 markup over OPIS daily for quantities less than 7,500 gallons. There is an additional fee of $55.00 for delivery to above ground storage tanks

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

City's requirement regarding competitive bidding and award." This section of the Purchasing Policy is included under 'Exhibit B".

In order to fill the above ground tank, staff recommend a change order in the amount of $19,000 to the existing purchase order 250214, for a new total of $49,000. This will allow for $26,275.46 in funds available to fill the diesel tank. The City's purchasing policy requires that change orders greater than 10% of the contract value be approved by the City Commission.

FISCAL ANALYSIS:

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

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

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

STAFF RECOMMENDATION:

Approve the piggyback of Volusia County Master Agreement 24-B-61LS with Sunoco LP and approve a change order in the amount of $19,000 to purchase order 250214 between the City of Holly Hill and Sunoco LP, and authorize the City Manager to execute the same.

COMMISSION GOAL:

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

MOTION:

APPROVE THE PIGGYBACK OF VOLUSIA COUNTY MASTER AGREEMENT 24-B-61LS WITH SUNOCO LP AND APPROVE A CHANGE ORDER IN THE AMOUNT OF $19,000 TO PURCHASE ORDER 250214 BETWEEN THE CITY OF HOLLY HILL AND SUNOCO LP, AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Exhibit A - Agreement 24-B-61LS (PDF)
- Exhibit B - Purchasing Policy Section 2.39 (PDF)

Resolution No. 2025-59

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF VOLUSIA COUNTY MASTER AGREEMENT 24-B-61LS WITH SUNOCO LP, APPROVING A CHANGE ORDER IN THE AMOUNT OF $19,000 TO PURCHASE ORDER 250214 BETWEEN THE CITY OF HOLLY HILL AND SUNOCO LP AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING THE PIGGYBACK OF VOLUSIA COUNTY MASTER AGREEMENT 24-B-61LS WITH SUNOCO LP, APPROVING A CHANGE ORDER IN THE AMOUNT OF $19,000 TO PURCHASE ORDER 250214 BETWEEN THE CITY OF HOLLY HILL AND SUNOCO LP AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Sunoco LP has an active Master Agreement 24-B-61LS with Volusia County for the purchase of diesel fuel which the City of Holly Hill may piggyback; and

WHEREAS, the city has an active purchase order with Sunoco LP but requires additional funding to ensure that the city has an adequate supply of diesel during hurricane season; and

WHEREAS, adequate budgets are available within the divisional funds to pay for a change order in the amount of $19,000 to provide for an additional diesel fuel.

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

SECTION 1. That the Commission of the City of Holly Hill approve the piggybacking of Volusia County Master Agreement 24-B-61LS with SUNOCO LP.

SECTION 2. That the Commission of the City of Holly Hill approve a change order to purchase order 250214 in the amount of $19,000 between the City of Holly Hill and Sunoco LP, and authorize the City Manager to execute the same.

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

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

APPROVED AND AUTHENTICATED on this 12th day of AUGUST, 2025.

File Number: 11723

Date: 04/16/2024	**AGENDA ITEM**	**Item:** 10

[] Ordinance	[] Resolution	[] Budget Resolution	[X] Other

County Goals

[]	More Efficient Regulatory Framework	[]	Increase Efficiency and Effectiveness of Government Operations	[]	Implement a Plan for Expanded Recreation
[]	Enhance Fiscal Stewardship	[]	Support a Solution-Oriented Culture	[X]	NA

Department: Business Services
Division: Administration

Subject: Award of bid for bulk fuel to multiple vendors, 24-B-61LS.

Jeaniene Jennings Director Business Services Approved By: *Jeaniene Jennings* Department Approval	Pamela Wilsky Approved By: *Pamela Wilsky* Approved in Accordance with Purchasing Policies and Procedures	Legal Thomas Russell Brown Senior Assistant County Attorney Approved By: *Thomas Russell Brown* Approved as to Form and Legality	County Manager's Office Ryan Ossowski Chief Financial Officer Approved By: *Ryan Ossowski*
Approved By: Division Approval	Aaron Van Kleeck Approved By: *Aaron Van Kleeck* Approved as to Budget Requirements		

Council Action:

Modification:

Fund Number(s):	**Description:**	**Amount:**
513 Equipment Maintenance	513-860-6300-5220 (Expenditure: Fuel)	$6,125,000.00
456 Volusia Transportation Authori	456-670-0X00-5220 (Expenditure: Fuel)	$3,500,000.00

Total Item Budget: $9,625,000.00

Staff Contact(s):	**Phone:**	**Ext.**
Jeaniene Jennings	386 822 5789	15789
Brian Jones	386 254 7594	11832

Summary/Highlights:
On March 19, 2024 the county received thirteen (13) responses, as shown on the attached tabulation sheet, to provide bulk fuel to a consortium consisting of the County, Transit Services, Volusia County School Board, City of Daytona Beach, City of Port Orange, City of South Daytona, City of New Smyrna Beach, City of DeLand, City of Edgewater, City of

Attachment: Exhibit A - Agreement 24-B-61LS (2025-R-59 : Diesel Fuel Purchase)

Ormond Beach, and Flagler County. Each agency will be responsible for their fuel purchases from this contract.

All pricing submitted was compared to six months of historical Oil Price Information Service (OPIS) data pricing index that is a widely accepted fuel pricing benchmark for supply contracts and used by the county for the past 20 years. The attached pricing consists of the cost markup per gallon.

Staff recommends selection and award of contracts to the following vendors for large loads: Sunoco, LLC, Palmdale Oil Company, and James River Solutions. Staff recommends selection and award of contracts to the following vendors for small loads: Greens Energy, Gentry Oil, LLC and Palmdale Oil Company. The contracts' term is for an initial period of three (3) years with two (2) subsequent one-year renewals.

The estimated annual expenditure for these services is approximately $9,625,000.00.

Recommended Motion: Approval.

Attachment: Exhibit A - Agreement 24-B-61LS (2025-R-59 : Diesel Fuel Purchase)

Volusia_References.pdf

PRICE TABLES

PRICING SHEET- OPIS DAILY LOW

Bidders shall submit pricing as a markup over OPIS Daily low as detailed in Section 4.3.A . Bidder(s) shall complete all fields.

Line Item	Fuel Type	Unit of Measure	Markup over OPIS daily low
1	Ultra Low Sulfur Diesel +/= 7500 gallons	GAL	$0.0579
2	Ultra Low Sulfur Diesel less than 7500 gallons	GAL	$0.50
3	E-10 Fuel +/= to 8000 gallons	GAL	$0.0501
4	E-10 Fuel less than 8000 gallons	GAL	$0.50
5	Gross No.2 Red-Dyed Fuel (Off Road) +/= 7500 gallons	GAL	$0.0579
6	Gross No.2 Red-Dyed Fuel (Off Road) less than 7500 gallons	GAL	$0.50

PRICING SHEET- OPIS DAILY AVERAGE

Bidders shall submit pricing as a markup over OPIS Daily average as detailed in Section 4.3.A . Bidder(s) shall complete all fields.

Line Item	Fuel Type	Unit of Measure	Markup over OPIS daily average
1	Ultra Low Sulfur Diesel +/= 7500 gallons	GAL	-$0.0037
2	Ultra Low Sulfur Diesel less than 7500 gallons	GAL	$0.50

Attachment: Exhibit A - Agreement 24-B-61LS (2025-R-59 : Diesel Fuel Purchase)

Line Item	Fuel Type	Unit of Measure	Markup over OPIS daily average
3	E-10 Fuel +/= to 8000 gallons	GAL	-$0.0032
4	E-10 Fuel less than 8000 gallons	GAL	$0.50
5	Gross No.2 Red-Dyed Fuel (Off Road) +/= 7500 gallons	GAL	-$0.0037
6	Gross No.2 Red-Dyed Fuel (Off Road) less than 7500 gallons	GAL	$0.50

PRICING SHEET - SPLIT LOADS

Bidder(s) shall enter any additional fee for split loads. Bidder(s) shall enter zero dollars ($0) if no additional fee applies.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Additional Fee for Split Loads (Quantity is an estimate only)	25	EA	$50.00	$1,250.00
TOTAL					**$1,250.00**

PRICING SHEET- ABOVE GROUND TANKS

Bidder(s) shall enter any additional fee for above ground tanks. Bidder(s) shall enter zero dollars ($0) if no additional fee applies.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Additional fee for above ground tanks	1	EA	$55.00	$55.00
TOTAL					**$55.00**

Packet Pg. 85
5.4.a
Attachment: Exhibit A - Agreement 24-B-61LS (2025-R-59 : Diesel Fuel Purchase)

PRICING SHEET- TANK WAGON

Bidder(s) shall enter any additional drop charge for tank wagon delivery. Bidder(s) shall enter zero dollars ($0) if no additional fee applies.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Additional Drop Charge for tank wagon delivery	1	EA	$0.00	$0.00
TOTAL					**$0.00**

Packet Pg. 86
5.4.a
Attachment: Exhibit A - Agreement 24-B-61LS (2025-R-59 : Diesel Fuel Purchase)

POLICY 2.37 FLORIDA PUBLIC RECORDS LAW

Chapter 119, Florida Statutes, generally known as the "Florida Public Records Law", provides that all documents, papers, records, and similar material produced or received by a Department or political subdivision of the State are subject to public inspection and examination under reasonable conditions and at reasonable times, under supervision by the custodian of the public record or the custodian's designee. Accordingly, unless specifically exempted by law, all bids and materials received with bids will be considered a matter of public record. The items exempt will be in accordance with the "Florida Public Records Law." The City and its staff cannot regard any other document, information, or data as proprietary or confidential unless so advised by the City Attorney.

Purchasing Records shall be maintained, stored, and destroyed according to the rules of the State of Florida and the City of Holly Hill.

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 386-248-6441, CITYCLERK@HOLLYHILLFL.ORG, 1065 RIDGEWOOD AVE., HOLLY HILL, FL 32117.

SECTION I – ALTERNATE ACCEPTABLE MEANS OF PROCUREMENT

POLICY 2.38 STATE OF FLORIDA TERM CONTRACTS / SNAPS AGREEMENTS

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

POLICY 2.39 OTHER GOVERNMENT ENTITIES' CONTRACTS

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

Attachment: Exhibit B - Purchasing Policy Section 2.39 (2025-R-59 : Diesel Fuel Purchase)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **August 12, 2025**
FROM: **Joseph Forte**
SUBJECT: **TEAM Volusia Annual Agreement**
NUMBER: **(ID # 4965)**
APPLICANT:
PLANNER:

DISCUSSION:

This is an Economic Development Agreement for FY2025-2026 with Team Volusia. This agreement mirrors the program requirements of the 2024-2025. The population figures which was obtained from the University of Florida's Bureau of Economic and Business Research (BEBR) Population Studies Program remain the same.

That site can be located by the following link: https://www.bebr.ufl.edu/population

FISCAL ANALYSIS:

This is agreement is contingent upon the approval of the FY2025-26 budget appropriation.

STAFF RECOMMENDATION:

Approve the FY2025-2026 agreement with Team Volusia.

COMMISSION GOAL:

N/A

MOTION:

APPROVE THE FY2025-2026 TEAM VOLUSIA COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT.

- TEAM Volusia Agreement 2025-26 (PDF)
- Team Volusia Letter 2025-26 (PDF)

COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into this ____day of _____, 2025 by and between the City of Holly Hill, a Florida municipal corporation, hereinafter referred to as "City", and Team Volusia Economic Development Corporation, a Florida non-profit corporation, hereinafter "TVEDC".

WHEREAS TVEDC intends to engage in a cooperative venture between the public and private sectors for the purpose of recruiting new businesses to Volusia County and, when requested by the City, fostering expansion of existing businesses within Volusia County; and

WHEREAS, to avoid a fragmentation of efforts and jurisdictional competition, various municipalities of Volusia County and the business community have come together to support a unified business development effort through TVEDC; and

WHEREAS, the City Commission of the City of Holly Hill has agreed to appropriate the amount of ***Seven-Thousand Eight-Hundred Four Dollars and .80 cents ($7,804.80)*** at .60 cents per capita (Holly Hill population 13,008 as indicated at www.bebr.ufl.edu/population), in the budget for the fiscal year 2025-2026 to support economic development activities.

WHEREAS the City desires to contract with TVEDC to perform such economic development activities and to insure accountability for use of public funds.

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, the City and TVEDC hereby agree as follows:

1. **Purpose of Agreement**. The purpose of this Agreement is to support and implement a program of economic and business development and expansion throughout Volusia County in order to enhance the economic well-being of the citizens of the City. To this end, the City desires to contract with TVEDC in order to provide for implementation of the economic and business development program and to ensure accountability for the use of public funds.

2. **Program Funding.** The City shall pay to TVEDC the sum of ***Seven-Thousand Eight-Hundred Four Dollars and .80 cents ($7,804.80)*** at .60 cents per capita *("City Funding")*, such sum being the total compensation to be paid by the City for the work performed under this Agreement, unless this amount is reduced or rescinded as provided herein. The City may make one (1) annual payment equal to the City Funding on or before October 15, 2025. The City will receive quarterly reports which details the activities of TVEDC including the revenues and expenses for the period. The City shall contact TVEDC in writing when future funding for TVEDC is discussed at a public meeting.

Attachment: TEAM Volusia Agreement 2025-26 (4965 : TEAM Volusia Annual Agreement)

3. **Program Requirements.**
   a. TVEDC shall plan, implement and evaluate a program to recruit new businesses to the City; to foster expansion of existing businesses within the City upon the City's request; and in a manner provided herein to forestall the relocation of businesses located in the City to a location outside of Volusia County. TVEDC will not assist the City or any existing business with the City's and/or existing business' attempt to relocate such existing business from any other city or Volusia County who is a member of TVEDC ("Other Governmental Entity"), unless either the City or such business provides TVEDC with written consent for such assistance from the Other Governmental Entity. TVEDC will not assist any Other Governmental Entity or any existing business with such Other Governmental Entity's and/or existing business' attempt to relocate such existing business from the City to any Other Governmental Entity, unless the Other Governmental Entity or such existing business provides TVEDC with written consent for such assistance from the City, which the City may refuse to provide in the City's sole discretion.
   b. It is the desire of the parties that businesses within Volusia County provide stable and rewarding employment for local citizens and that businesses respect the environment, appearance, and well-being of the City. TVEDC shall engage in good faith efforts to foster the goals of diversity and equitable minority participation in its economic development outreach, planning and programming actions. TVEDC shall pursue the goal of full economic participation in actions supportive of the ethnic and racial diversity of the City's community. Except as provided in Section 3.a. above, TVEDC shall disregard boundaries within Volusia County in its program and shall make all reasonable efforts to work with all sectors of local government and the Chamber Alliance, who shall be composed of the executives of several area Chambers of Commerce, in the implementation of its program. TVEDC shall use the funds herein provided for expenditures generally recognized as appropriate for economic and business development purposes. TVEDC shall separately account for use of public funds provided under this Agreement through generally accepted accounting methods. TVEDC shall also provide promotional materials and statistical studies to the City related to economic development.

4. **Promotional Efforts** TVEDC also agrees to create and maintain a landing page for the City on TVEDC's website providing factual redevelopment/economic development information requested by TVEDC and supplied by the City. The City will timely provide TVEDC with information regarding the City as requested from time to time by TVEDC for inclusion by TVEDC on the City's landing page. In addition, it is hereby agreed that TVEDC in its promotional materials will specifically include positive aspects of the City and, upon request, will provide (a) prospective businesses and industry outside Volusia County's jurisdictional limits and only as contemplated in Section 3.a. above, in Other Governmental Entity jurisdictional limits, and (b) existing businesses and industry inside the City's jurisdictional limits with the latest statistics on the City's growth and desirable features as a place to locate and expand. The City agrees to provide TVEDC with access to whatever information it has available to accomplish this task. Consistent

Attachment: TEAM Volusia Agreement 2025-26 (4965 : TEAM Volusia Annual Agreement)

with the purposes set forth in Paragraph 1 above, TVEDC will promote the City's special districts and all other industrial/commercial sites located in the City.

5. **Fiscal Impact Analysis**. TVEDC will provide professional advice on proposed industrial/commercial sites located in the City and any other future areas deemed important by the City. As part of its scope of services, TVEDC shall perform, at the City's request, a fiscal impact analysis of its recommendation; such analysis shall include but not be limited to:

    - Present cost of direct out-of-pocket City and County incentives if any
    - Cost of tax revenues forgone, if any, plus interest
    - The amount of other tax revenue streams to be collected by the City
    - An estimate of any economic multipliers to be derived based upon a company's local purchases, etc.
    - An estimate of the break-even year

6. **Economic Development Intent** TVEDC's primary focus its effort on job creation and economic development. TVEDC shall actively work with and coordinate its efforts with the City and the Chamber Alliance. The City shall assign a staff member to serve on any of TVEDC Committees as needed and required. TVEDC shall provide the City with an annual report outlining the creation of all jobs within Volusia County and the City.

7. **Report of Operations.** Upon request, TVEDC shall provide the City with a copy of its annual audit performed by an independent certified public accounting firm.

8. **Future Funding**. Nothing in this Agreement shall obligate or commit the City to appropriate any funds in any subsequent fiscal year.

9. **Term of Agreement.** This Agreement shall commence on October 1, 2025 and shall continue in force for a one-year period ending September 30, 2026. In addition, this Agreement may be terminated upon any of the following events;

    a. Written notice by TVEDC to the City terminating the Agreement with or without cause.
    b. Written notice by the City to TVEDC of termination of the Agreement for failure or breach of TVEDC to perform its obligations hereunder.
    c. Approval of a resolution by the City Commission amending the City budget to reduce or rescind the funds provided under this Agreement in accordance with Paragraph 2 above.

Because TVEDC is reasonably likely to have made financial commitments based upon the City Funding received, the effective date of any termination of this Agreement contemplated herein shall be effective thirty (30) calendar days after receipt by the non-terminating party ("Termination Effective Date"). Unless otherwise agreed by the City and TVEDC, upon termination of this Agreement by the City or by TVEDC prior to the end of the Term, TVEDC will reimburse to the City one quarter ($1/4^{th}$) of the City Funding for each full calendar quarter of the Term remaining from the Termination Effective Date through the end of the Term, with payment being made within ten (10) business days after the Termination Effective Date.

Attachment: TEAM Volusia Agreement 2025-26 (4965 : TEAM Volusia Annual Agreement)

10. **Notices.** Notices required under this Agreement shall be sent by U. S. Mail, first class, certified return receipt requested, or nationally recognized express document service to the following persons representing the parties:

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

TVEDC: Keith A. Norden, CEcD
President and CEO
Team Volusia Economic Development Corporation
One Daytona Blvd., Suite 240
Daytona Beach, FL 32114

11. **Indemnification.** TVEDC shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including attorneys' fees and costs, arising out of or resulting from the performance of its operations under this Agreement.

12. **Amendments.** This Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

13. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral in effect between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this _____ day of _____2025.

CITY OF HOLLY HILL a Florida Municipal Corporation.

By: _____ Date: _____
City of Holly Hill, Mayor

Attest: _____ Date: _____
City of Holly Hill, City Manager

Attest: _____ Date: _____
City of Holly Hill, City Clerk

Team Volusia Economic Development Corporation, Inc., a Florida not-for-profit corporation

By: Keith A. Norden Date: July 21, 2025

Title: President & CEO

Attest: Deborah A. Robbins Date: July 21, 2025

Attachment: TEAM Volusia Agreement 2025-26 (4965 : TEAM Volusia Annual Agreement)

TEAMVOLUSIA
GREATER DAYTONA REGION
ECONOMIC DEVELOPMENT CORPORATION

July 21, 2025

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

Dear Joe:

As the City of Holly Hill enters the 2025/2026 budget and planning cycle, please accept this new draft of your Team Volusia Economic Development Corporation Agreement.

We have reflected the program requirements of the 2024/2025 agreement, as well as updated population figures which we obtained from the University of Florida's Bureau of Economic Business Research (BEBR) 2024 Population Studies Program. This site is located at http://www.bebr.ufl.edu/population.

Investing in our community is a choice. Recognizing the value of each and every dollar in our lives, choosing to support a shared team mission that directly impacts economic vitality for Volusia County is a serious investment for today, and the future. Your leadership and your investment, and our shared commitment to fueling prosperity in Volusia County, creates opportunities and raises the quality of life for our colleagues, families, friends and neighbors.

Thanks to your continued support, Team Volusia fulfilled our mission in 2024 with strong metrics across key performance indicators, including a capital investment of $208,600,00, 1,431 announced jobs with a payroll of $121,905,850, and a **2024 Total Economic Impact of $1,391,287,474!**

Over the past 14+ years, Team Volusia EDC has been entrusted with the business recruitment mission for our area. Working closely with our public and private investors and community partners, Team Volusia successfully attracts high value companies which impacts our infrastructure, opportunities for our workforce, and quality of life for our families, friends and neighbors.

Our organization is that much stronger because of your investment. We look forward to many more years of working for, and with, each and every one of you!

Respectfully,

Sincerely,

Keith Norden
President & CEO
386.506.9542

ACCREDITED ECONOMIC DEVELOPMENT ORGANIZATION
International Economic Development Council

P. 386-265-6332
One Daytona Blvd., Suite 240
Daytona Beach, FL 32114

Attachment: Team Volusia Letter 2025-26 (4965 : TEAM Volusia Annual Agreement)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **August 12, 2025**
FROM: **Joseph Forte**
SUBJECT: **A Resolution of the City of Holly Hill, Florida, Relating to State Legislative Services; Approving an Agreement with Doug Bell from the Firm Metz, Husband, & Daughton, PA., for State Legislative Appropriations Services in the Amount of $45,000.00 Per Year for a One Year Period Paid in Monthly Installments; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2025-R-60**
APPLICANT:
PLANNER:

DISCUSSION:

Lobbyists are professionals who work to influence public policy in favor of their clients' interests. Often hired by government officials to get information, political, as well as, technical and often used to acquire funding from State grants through the Legislature.

The hiring of a lobbyist falls under Section 2.31 (Non-Competitive Negotiations) of the purchasing policy as *"Consultant Services, other than those regulated by § 287.055, Fla. Stat.;"*

Attached is an updated engagement letter from Doug Bell with Metz, Husband & Daughton, PA. The city has been working with Doug Bell from the Law Firm of Metz, Husband & Daughton, PA., as a lobbyist to assist the city in identifying and acquiring appropriations funding. Over the past three years Mr. Bell has secured $3,892,000.00 in appropriations for the City of Holly Hill

State Appropriation FY23/24	
Fire Station	$ 1,250,000.00
PW Sewer Extension	$ 1,360,000.00
State Appropriation FY24/25	
Stormwater Backflow Preventers	$ 400,000.00
State Appropriation FY25/26	
Sandbag Filler	$ 12,500.00
Lift Station Elevation	$ 325,000.00
Regional Drainage and Estuary Monitori	$ 94,500.00
Reclaimed Water Installation	$ 450,000.00
	$ 3,892,000.00

FISCAL ANALYSIS:

The annual cost for the Lobbyist will increase from $40,000 to $45,000 per year plus minimal expenses upon approval of the City Manager.

STAFF RECOMMENDATION:

To approve the Resolution continuing the services of Doug Bell of the firm Metz, Husband & Daughton, P.A., 119 S. Monroe Street, Suite 200, Tallahassee, FL 32301-1591.

COMMISSION GOAL:

N/A

MOTION:

TO APPROVE THE RESOLUTION AND CONTINUE THE SERVICES OF DOUG BELL OF THE FIRM METZ, HUSBAND & DAUGHTON, P.A., 119 S. MONROE ST., SUITE 200, TALLAHASSEE, FL 32301-1591.

ATTACHMENTS:

- City of Holly Hill - MHD Engagement Letter (PDF)

Resolution No. 2025-60

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, RELATING TO STATE LEGISLATIVE SERVICES; APPROVING AN AGREEMENT WITH DOUG BELL FROM THE FIRM METZ, HUSBAND, & DAUGHTON, PA., FOR STATE LEGISLATIVE APPROPRIATIONS SERVICES IN THE AMOUNT OF $45,000.00 PER YEAR FOR A ONE YEAR PERIOD PAID IN MONTHLY INSTALLMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, RELATING TO STATE LEGISLATIVE SERVICES; APPROVING AN AGREEMENT WITH DOUG BELL FROM THE FIRM METZ, HUSBAND, & DAUGHTON, PA., FOR STATE LEGISLATIVE APPROPRIATIONS SERVICES IN THE AMOUNT OF $45,000.00 PER YEAR FOR A ONE YEAR PERIOD PAID IN MONTHLY INSTALLMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Doug Bell has extensive experience serving as a lobbyist for other municipalities and has served the City of Holly Hill well since 2022; and

WHEREAS, the City of Holly Hill desires to continue its engagement with Doug Bell to provide assistance with legislative appropriations services. The engagement letter attached hereto provides for continuing services with a rumination clause upon 30 days' notice by either party; and

WHEREAS, the Holly Hill City Manager recommends that it is in the best interest of the City of Holly Hill to continue this engagement.

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

SECTION 1. Ratification of the engagement letter is hereby approved.

SECTION 2. The approved compensation, as budgeted, shall not exceed $45,000.00 plus expenses paid in monthly installments beginning October 1, 2025.

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

APPROVED AND AUTHENTICATED on this 12th day of AUGUST, 2025.

MHD

METZ, HUSBAND & DAUGHTON, PA

DOUGLAS S. BELL
JAMES R. DAUGHTON, JR.
LESLIE DUGHI
WARREN H. HUSBAND
ALLISON LIBY-SCHOONOVER*
AIMEE DIAZ LYON
STEPHEN W. METZ
ANDREW T. PALMER*
KARL RASMUSSEN*

*Governmental Consultant-
Not a Member of the Florida Bar

REPLY TO:

Post Office Box 10909
Tallahassee, Florida 32302-2909

119 South Monroe Street, Suite 200
Tallahassee, Florida 32301

Telephone: (850) 205-9000
Facsimile: (850) 205-9001

July 30, 2025

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

Re: State Governmental Affairs Services

Dear Mr. Forte:

Thank you for your interest in our firm and the opportunity to represent the City of Holly Hill ("the City"). Based upon our conversation, we have prepared this engagement letter in response to your expressed interest in retaining our firm to assist the City with representation before Florida's legislative and executive branches. This representation will focus on lobbying in pursuit of legislative appropriations as directed by the City Manager or his/her designee.

The purpose of this letter is to set forth our understanding of the services you expect our firm to perform and the resulting fee for those services. Accordingly, this letter confirms our agreement to represent the City from the period of October 1, 2025 – September 30, 2026.

Our firm's fee for providing these services will be $45,000, paid in monthly installments, with the first installment due upon execution of this agreement. The City will also be responsible for all customary costs that are incurred in the course of your representation, including, but not limited to, copying, computer research services, and other out-of-pocket expenditures.

Our firm will send you an invoice reflecting the fees then due and any cost disbursements. Rest assured, however, that we are always mindful of the costs of legal services and understand that every client wishes to avoid unnecessary expense. As such, we will seek at all times to represent you in the most cost-efficient and effective manner possible. Our representation will conform to the terms of this agreement, and may be terminated by either party upon 30 days notice.

Attachment: City of Holly Hill - MHD Engagement Letter (2025-R-60 : Agreement with Doug Bell - Lobbyist)

We sincerely appreciate the opportunity to represent the City, and look forward to a successful working relationship.

Sincerely,

Douglas S. Bell
Metz, Husband & Daughton, P.A.

Agreed to and Accepted by:
The City of Holly Hill

By: _____

Name: _____

Title: _____

Attachment: City of Holly Hill - MHD Engagement Letter (2025-R-60 : Agreement with Doug Bell - Lobbyist)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **August 12, 2025**
FROM: **Joseph Forte**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Renewing the Waste Management Agreement Pursuant to Section 2 of the Agreement with Waste Pro of Florida, Inc., for a Period of 10 Years Beyond the Current Expiration and Renewal Period Ending September 30, 2027; Authorizing the Mayor and City Manager to Execute the Agreement for Solid Waste and Recycling Collection and Disposal Services with Waste Pro of Florida, Inc., Providing for Severability; Providing for Conflicting Resolutions; and Providing an Effective Date.**
NUMBER: **2025-R-61**
APPLICANT:
PLANNER:

DISCUSSION:

The City's contract for solid waste and recycling services with Waste Pro is due to expire on September 30, 2027. According to Section 2 - TERM OF CONTRACT; OPTION TO RENEW the Parties may renew this contract by mutual consent for additional ten-year Renewal Terms, subject to all existing contract provisions, or subject to such modifications as the Parties may agree to in writing. No such renewal will be effective unless an amendment setting forth all terms and conditions has been executed by both Parties and has been approved by the Holly Hill City Commission.

The City Manager, Staff and RCG Consulting firm negotiated this Second Amendment with Tim Dolan and representatives of Waste Pro of Florida, the terms and conditions contained in the attached Amendment #2.

Waste Pro has been operating as a solid waste company in Holly Hill for the past 8 years with its headquarters located in Longwood, Florida. They maintain approximately 115 exclusive municipal and county franchise agreement throughout the southeastern United States with over 1.5 million residential customers and 35,000 businesses.

Waste Pro currently services the surrounding cities in Volusia County of Daytona Bach, Ormond Beach, South Daytona, Port Orange, New Smyrna, D.B. Shores, Orange City and Oak Hill.

Waste Pro has an excellent reputation and is responsive to their customers' needs with a success rate of approximately 99.9%.

The city staff believes an Amendment maintaining the services with Waste Pro will continue to

be a great success to the residents and business of Holly Hill.

Notable Changes to the Agreement:

There are several changes to this agreement that need to be brought to the attention of the City Commission. The changes were negotiated with the contractor to ensure collection rates remain competitive, while maintaining the level of service the City Commission, residents and business expect.

Since this is an Amendment to the agreement with many changes, it was not possible to provide a strike through and underline version of the agreement; however, there is a generally summary attached

FISCAL ANALYSIS:

Residential waste pick up is increasing $2.18 per month. This includes prior year rate, plus CPI of 5% for year 1, rate stabilization of $1, and a decreased fuel component of .8858. All service rates include the year 1 CPI of 5%, disposal and landfill increase of 4.8%, and the reduced fuel component. CPI and fuel component are calculated on an annual basis.

STAFF RECOMMENDATION:

The City Manager is recommending the City Commission Approve the Amendment to the Agreement and authorize the Mayor and City Manager to execute the Amendment to the Agreement.

COMMISSION GOAL:

N/A

MOTION:

APPROVE THE AMENDMENT TO THE AGREEMENT WITH WASTE PRO OF FLORIDA, INC., AS ATTACHED HERETO, AND AUTHORIZE THE MAYOR AND CITY MANAGER TO EXECUTE THE AGREEMENT.

ATTACHMENTS:

- Waste Pro of Florida - Solid Waste Collection Agreement 2017 - 2027 (PDF)
- General Summary of Waste Pro Amendment 2 (DOCX)
- SECOND AMENDMENT TO THE CONTRACT FOR SOLID WASTE COLLECTION August 12, 2025 (DOCX)

Resolution No. 2025-61

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, RENEWING THE WASTE MANAGEMENT AGREEMENT PURSUANT TO SECTION 2 OF THE AGREEMENT WITH WASTE PRO OF FLORIDA, INC., FOR A PERIOD OF 10 YEARS BEYOND THE CURRENT EXPIRATION AND RENEWAL PERIOD ENDING SEPTEMBER 30, 2027; AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE THE AGREEMENT FOR SOLID WASTE AND RECYCLING COLLECTION AND DISPOSAL SERVICES WITH WASTE PRO OF FLORIDA, INC., 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, RENEWING THE WASTE MANAGEMENT AGREEMENT PURSUANT TO SECTION 2 OF THE AGREEMENT WITH WASTE PRO OF FLORIDA, INC., FOR A PERIOD OF 10 YEARS BEYOND THE CURRENT EXPIRATION AND RENEWAL PERIOD ENDING SEPTEMBER 30, 2027; AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE THE AGREEMENT FOR SOLID WASTE AND RECYCLING COLLECTION AND DISPOSAL SERVICES WITH WASTE PRO OF FLORIDA, INC., PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City's current Contract for Solid Waste and Recycling Collection and Disposal Services with Waste Pro is due to expire on September 30, 2027; and

WHEREAS, Waste Pro and the City of Holly Hill have negotiated renewal terms and conditions of their Agreement; and

WHEREAS, Waste Pro is willing to agree to the terms and conditions outlined in the newly written Agreement Amendment #2; and

WHEREAS, Waste Pro provides the same or similar services to adjoining local governments. The City's experience is that the City is able to obtain more efficient and cost-effective services when the City contracts with the same provider servicing the adjoining local government.

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

SECTION 1. Pursuant to **Section 2, TERMS OF CONTRACT; OPTION TO RENEW** of the Waste Pro sign and dated August 23, 2017 , the City Commission authorizes the Mayor and City Manager to execute a Amendment 2 of the Agreement with Waste Pro of Florida, Inc., a copy attached hereto.

SECTION 2. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

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

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

APPROVED AND AUTHENTICATED on this 12nd day of AUGUST, 2025.

Tim Dolan, Vice President
Waste Pro of Florida, Inc.
3705 St. Johns Parkway
Sanford, FL 32771-6369

August 31, 2017

Mr. Joe Forte, City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

Dear Joe,

This letter confirms that Waste Pro of Florida, Inc accepts the assignment from Waste Management Inc. of Florida and the "Contract for Solid Waste Collection, Disposal and Transportation Services between the City of Holly Hill, Florida and Waste Pro of Florida, Inc., dated August 22nd, 2017

Sincerely,

Tim Dolan, VP

cc. Bill Redman

word/Holly Hill contract letter 8_31_17

Attachment: Waste Pro of Florida - Solid Waste Collection Agreement 2017 - 2027 (2025-R-61 : Amendment to the Agreement with Waste Pro)

TIM HAWKINS
PRESIDENT

WASTE MANAGEMENT INC. OF FLORIDA
2700 WILES ROAD
POMPANO BEACH, FL 33073
954.984.2035 PHONE
954.984.2057 FAX

Joe Forte
City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

Re: Assignment of Contract for Solid Waste Services between City of Holly Hill and Waste Management Inc. of Florida to Waste Pro of Florida Inc.

Dear Mr. Forte:

This letter confirms the fact that Waste Management Inc. of Florida consents to and authorizes the assignment of the above captioned contract to Waste Pro of Florida Inc.

Sincerely,

TIMOTHY HAWKINS

Attachment: Waste Pro of Florida - Solid Waste Collection Agreement 2017 - 2027 (2025-R-61 : Amendment to the Agreement with Waste Pro)

Contract for Solid Waste Collection, Disposal and Transportation Services

Between

The City of Holly Hill, Florida

And

Waste Pro of Florida, Inc.

Attachment: Waste Pro of Florida - Solid Waste Collection Agreement 2017 - 2027 (2025-R-61 : Amendment to the Agreement with Waste Pro)

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CONTRACT

THIS CONTRACT is made and entered into this 22nd day of August, 2017, by and between **The City of Holly Hill**, a Florida municipal corporation ("the City") and **Waste Pro of Florida, Inc.**, a Florida corporation ("the Contractor").

In consideration of the mutual covenants, agreements, and considerations contained herein, the City and the Contractor hereby agree as hereinafter set forth:

SECTION 1 – DEFINITIONS AND TERMS

A. DEFINITIONS. For the purpose of this article the following terms, phrases, words and their derivation shall have the meaning given therein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include singular number, and words in the singular number include the plural number. Other terms not defined herein shall be defined consistent with applicable federal, state, or local law; or in the absence of such applicable laws and regulation, they shall be given their customary meaning.

APPROVED LANDFILL means the Volusia County landfill or any other FDEP approved landfill recognized by the City for Contractor's use in disposing of collected solid waste pursuant to this Contract.

BIOLOGICAL WASTE means waste that causes or has the capability of causing disease or infection including biomedical waste, diseased or dead animals, and other wastes capable of transmitting pathogens to human beings or animals.

BIOMEDICAL WASTE means any solid or liquid waste which may present a threat of infection to human beings, including non-liquid human tissues and body parts; laboratory and veterinary waste which contain human-disease causing agents; discarded disposable sharps; human blood, human blood products and body fluids; and any other materials which have been determined by federal, state, or local regulatory agencies to present a significant risk of infection to persons outside the generating facility.

BULKY WASTE means large discarded items of trash such as furniture, refrigerators, stoves, other household appliances, pallets, mattresses, bedding and carpeting, which due to their size, shape, or weight, cannot readily be placed for collection in the standard waste container provided by the Contractor pursuant to this Contract. The term excludes any items of yard trash, construction and demolition debris, and car and boat engines, tires, and exterior vehicle body parts.

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COMMERCIAL CUSTOMER means a solid waste customer of the City receiving service at a commercial establishment.

COMMERCIAL ESTABLISHMENT means a property or properties zoned or used for commercial or industrial uses, or used by an entity exempt from taxation under s. 501(c)(3) of the Internal Revenue Code, and excludes property or properties zoned or used for single-family residential or multifamily residential uses.

COMMERCIAL CUSTOMER means a customer of the City's solid waste utility other than a residential customer.

COMMERCIAL REFUSE means refuse collected by Contractor from any commercial customer.

CONSTRUCTION AND DEMOLITION DEBRIS means discarded materials generally considered to be non water-soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris. The term also includes:

(i) Clean cardboard, paper, plastic, wood, and metal scraps from a construction project.

(ii) Effective January 1, 1997, except as provided in 403.707(12)(j), Florida Statutes, unpainted, non treated wood scraps from facilities manufacturing materials used for construction of structures or their components and unpainted, non treated wood pallets provided the wood scraps and pallets are separated from other solid waste where generated and the generator of such wood scraps or pallets implements reasonable practices of the generating industry to minimize the commingling of wood scraps or pallets with other solid waste, and

(iii) De minimis amounts of other nonhazardous wastes that are generated at construction or destruction projects provided such amounts are consistent with best management practices of the industry.

CONTRACT YEAR means a 365-day period beginning on the Effective Date or on the anniversary of the Effective Date. The Contract

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Year may be referred to with an ordinal number based on when the Contract Year begins. For example, the first Contract Year is the Contract Year beginning on the Effective Date, and the Second Contract Year is effective on the first anniversary of the Effective Date.

CURBSIDE means the area immediately adjacent to the edge of the traveled portion of a public or private street affording reasonable access to waste collection vehicles. Typically this area is the parkway or lawn area in between the street and sidewalk. For properties without such parkways or lawn areas, curbside means on the customer's property within five feet from the street.

DESIGNATED RECOVERY FACILITY means a facility licensed by the appropriate governmental entity to receive and process recovered materials.

DUPLEX means a residential building containing two single-family living units.

DWELLING means any premises used primarily for human habitation, except accommodation units.

EXCLUDED WASTE means (i) biological waste, (ii) biomedical waste; (iii) hazardous waste; (iii) debris and waste products generated by land clearing, building construction or alteration activities (other than do-it-yourself projects) and hauled away by the respective Contractor, public works-type construction projects whether performed by a governmental unit or by contract, or governmental agencies other than the City; (iv) items not allowed at the County landfill or other approved landfill; and (v) any other materials or substances deemed by the Public Works Director to be hazardous and therefore excluded. The term includes yard waste produced by landscape maintenance contractors which is hauled away by same, and tree removal debris.

GARBAGE means every accumulation of animal, fruit, or vegetable matter relating to the storage, preparation, use, and consumption of meats, fish, fowl, fruit, vegetables, and any other matter, of any nature whatsoever which is subject to decay, putrefaction and the generation of noxious and offensive gasses or odors, or which, during and after decay, may serve as breeding or feeding material for flies or other germ carrying insects The term includes bottles, cans, or other food containers which due to their ability to retain water may serve as a breeding place for mosquitoes or other water breeding insects, but not recovered materials.
The term also includes animal feces.

HAZARDOUS WASTE means solid waste or combination of solid wastes which, because of quantity, concentration, or physical, chemical, or infectious characteristics, may pose a substantial hazard to

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human health or the environment if improperly stored, treated, disposed of, transported, or otherwise managed.

MECHANICAL CONTAINER means a container for the deposit of garbage, trash, or recyclables that can be emptied by mechanical means.

MUNICIPAL BOUNDARIES means the incorporated limits of the City, as they now or hereafter may exist.

MULTIFAMILY BUILDING Multi-family dwelling unit shall mean a building or a portion of a building, regardless of ownership, containing more than one dwelling unit designed for occupancy by a single family, which units are not customarily offered for rent for one day, and shall include apartments, townhouses, and condominiums

MULTIFAMILY RESIDENTIAL COMPLEX means a building or complex of buildings that contains one or more multifamily buildings.

NEIGHBORING COMMUNITY means a municipality within Volusia or Flagler County.

PRIMARY COLLECTION VEHICLE means a vehicle typically used by Contractor for regularly-scheduled route collections.

PUBLIC WORKS DIRECTOR means the City employee responsible for management and operation of the City's solid waste utility, regardless of job title, or designee; provided that in all instances the term includes the City Manager for the City.

RECOVERED MATERIALS means metal, paper, cardboard, glass, plastic, textile, or rubber materials that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the solid waste stream for sale, use, or reuse as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered materials as described above are not solid waste.

RECYCLABLE MATERIALS means those materials which are capable of being recycled and which would otherwise be processed or disposed of as solid waste. The term includes newspapers, aluminum and metal beverage and food cans, all colors of glass bottles and jars. The term also includes plastic bottles coded "1" or "2" at the bottom, which previously held liquid, and such other materials as mutually agreed upon in writing by the Contractor and the Public Works Director. The term excludes materials that previously contained biological waste, biomedical waste, hazardous waste, or automotive or food products.

REFUSE means all garbage, trash, including construction and

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demolition debris, but not biological waste, biomedical waste, hazardous waste, or recovered materials.

RESIDENTIAL CUSTOMER means a City solid waste customer receiving collection service for single-family premises, a duplex, a triplex, or a multifamily residential complex, regardless of the type of container provided.

SPECIAL WASTES means solid wastes that may require special handling and management, including tires, used oil, lead-acid batteries, construction and demolition debris, ash residue, yard waste, biological wastes, biomedical wastes, and hazardous wastes.

TRASH means and includes household trash, yard trash, and commercial trash, defined as follows:

(i) Commercial trash means any and all accumulations of refuse material generated by the operation of buildings containing more than ten permanent living units, motels, stores, offices, and other business places, which is not garbage or recovered material, including discarded paper, rags, excelsior, wooden or paper or cardboard boxes or containers, sweepings, furniture, appliances, car parts, tires, and any other accumulations; and all waste placed in public receptacles on public streets, parks, playgrounds, and other public places.

(ii) Household trash means any and all accumulations of refuse material from the operation of a residential unit which is not garbage or recovered materials, including all bulky wastes, yard toys, and building material waste from residential do-it-yourself projects.

(iii) Yard waste means any and all accumulations of refuse consisting of grass, palm fronds, leaves, branches, shrubs, vines, cut trees, tree stumps, and other similar items generated by the maintenance of lawns, shrubs, gardens, and trees. The term excludes boards or lumber.

TRIPLEX means a residential building containing three single-family living units.

B. CUSTOMER CLASSIFICATIONS. Customers may be classified in this Contract as residential or commercial customers. Customers may also be classified in this Contract as toter-serviced customers or mechanical container-serviced customers. These two sets of customer classifications are not mutually exclusive.

SECTION 2 - TERM OF CONTRACT; OPTION TO RENEW

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The Initial Term of this Contract is ten years and one month commencing on September 1, 2017 (the "Effective Date"), and ending on September 30, 2027, unless terminated prior to that date.

The Parties may renew this Contract by mutual consent for additional ten-year Renewal Terms, subject to all existing contract provisions, or subject to such modifications as the Parties may agree to in writing. No such renewal will be effective unless an amendment setting forth all terms and conditions has been executed by both Parties and has been approved by the Holly Hill City Commission.

SECTION 3 - SCOPE OF WORK; EXCLUSIVE RIGHTS

A. GENERAL DESCRIPTION; RESPONSIBILITY FOR COSTS. Commencing on the Effective Date, and continuing throughout the Initial Term and any Renewal Terms, Contractor shall provide refuse collection, transportation, and disposal services, and recyclable materials collection and transportation services, as further described below, within the municipal boundaries. Contractor will provide such services to all of the City solid waste utility's residential customers, and all commercial customers. In addition, Contractor shall perform such services as are required to provide a complete recyclable materials program.

Contractor is responsible for all costs associated with the services required herein, including for provision of labor, vehicles and other equipment, machinery, supplies, insurance, bonds, permits, licenses, taxes, and interest, except where specifically provided otherwise herein.

B. GENERAL REQUIREMENTS. In providing the services herein, Contractor will comply with the following general requirements in addition to those described in the enumerated Sections below:

(1) Contractor will perform the services described herein in an efficient, sanitary, thorough manner.

(2) Contractor will not litter or cause any spillage (including waste streams, hydraulic fluid, oil, fuel, or otherwise) in providing the services. Upon being notified of littering or spillage, Contractor will provide immediate cleanup.

(3) Contractor will comply with all applicable federal, state, and local laws, and obtain and comply with all permits and licenses required by law.

(4) Consistent with Section 13 below, Contractor will provide a sufficient number and quality of vehicles and other

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equipment, and employ a sufficiently trained work force consisting of a sufficient number of workers, to enable Contractor to perform the services in compliance with all requirements.

(5) Contractor will operate Contractor's vehicles in a manner that maximizes safety and minimizes interference with vehicular and pedestrian traffic. Contractor will not suffer or permit vehicles in service to be unattended while on the streets. The City reserves the right to deny Contractor's vehicles access to certain roadways or alleys where, because of road conditions or other circumstances, denial of such access is in the public interest.

(6) In providing collection services, the Contractor will not be responsible for scattered refuse except where refuse has been scattered by Contractor's acts; in which case, Contractor will immediately pick up all such scattered refuse.

(7) Contractor's employees will not be required to expose themselves to the danger of being bitten by vicious dogs or other animals in order to accomplish refuse collection in any case where the owner or tenants have such animals at large. In such event the Contractor shall immediately notify the customer and Public Works Director, in writing, of such conditions and of his inability to make collection because of such conditions.

(8) Contractor will submit to the Public Works Director a monthly report, no later than the 15TH of each month, for the previous month, regarding the following:

- Garbage, yard waste and recycling tonnage by route.

- Used tire tonnage from all routes.

- Commercial toter collection report listing, in alpha order, service address, size, days of collection and truck or route number.

- Commercial front load dumpster report listing, in alpha order, service address, dumpster size, days of collection and truck or route number.

The compactor reports are needed as directed by the City; by service address, size of container, date pulled, and number of pulls per month.

(9) In order that the City may be informed of the quality of service, the Contractor agrees to maintain an on-line, web-based electronic tracking system (hereinafter "Electronic

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Tracking System") for and with the City to record and retain records of all complaints and resolution of said complaints or inquiries of service for inspection by the City. The Contractor will provide the City and all residential and commercial customers with access to the Electronic Tracking System to report a complaint and review status. The City may provide a link to the System from the City's web site. Contractor agrees the City will deduct the monthly cost of the online tracking system in an amount not to exceed $300.00 monthly from the payment due the contractor from the City. The Contractor agrees he must input a resolution for each case entered into the tracking system prior to closing any such case.

C. EXCLUSIVE RIGHTS. While this Contract is in effect, in consideration of the scope of services to be provided by Contractor, and subject to compliance with all conditions of this Contract, Contractor will have the sole and exclusive right to collect refuse, trash and recyclable materials within the municipal boundaries, subject to the following exceptions:

(1) Excluded waste and post-disaster debris may be collected and disposed of by the City or another contractor selected by the City.

(3) Recovered materials at commercial establishments - in accordance with Florida Statutes Section 403.7046(3), the City may not require commercial establishments generating source-separated recovered materials to use the City's solid waste service for collection and conveyance of such materials.

(4) The City reserves the right to collect refuse in the course of its street maintenance and other City functions and pursuant to City ordinances.

(5) Any other exemptions required by federal, state, or local law.

SECTION 4 - REFUSE COLLECTION AND DISPOSAL

A. RESIDENTIAL COLLECTIONS. Except for certain multifamily residential complexes as provided in Section 4.A.(4) below, all residential customers will receive services using regular garbage containers, plastic tie bags or a wheeled cart (aka) toter-type container.

Services as follows.

(1) Scheduled Refuse Collection. Contractor will provide scheduled refuse collections for all City residential customers in accordance with the following terms and conditions:

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(a) WHEN: Twice per week, Monday, Tuesday, Thursday and Friday between 7:00 a.m. and 7:00 p.m. Scheduled date of service will be at least three days apart.

The public works director may temporarily modify the collection routes from time to time with proper notice to the contractor which will be no less than ten (10) days.

(b) QUANTITY AND KIND: The Contractor will collect all refuse left for collection subject to the following exceptions, which are further addressed in Special Collections in Subsection 4.E below:

(i) Litter: Contractor is not required to collect litter as defined in Chapter 54 of the City Code.

(ii) Excluded Waste: This Contract does not cover or require the Contractor to provide for collection of excluded waste.

(iii) Construction and demolition debris: Except for limited amounts of construction and demolition debris generated from do-it-yourself projects and left for collection as part of a regularly scheduled residential refuse service, this Contract does not require Contractor to provide collection of such debris. The Contractor is exempt from obtaining a franchise license

(iv) Bulky Wastes. Contractor will generally remove bulky waste items that have been placed for refuse collection. However, if due to factors such as weight, size, quantity, or the presence of debris, Contractor cannot readily remove bulky waste items without special equipment. Contractor shall collect all bulk waste by the close of business the day following identification with such equipment and remove the bulky waste items. Contractor shall immediately log and report all such incidents through use of the Electronic Tracking System referenced in Section 3.B.(9).

(v) Tires: Contractor shall collect and dispose of passenger type automobile tires generated by residential customers, at no additional charge, in accordance with state and federal disposal requirements; provided, however, that Contractor may impose an additional charge, with prior approval of the Public Works Director and prior notice to the customer, if the residential customer exceeds an annual maximum of eight automobile

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tires. Truck tires shall be specifically prohibited from required collection.

(c) WHERE: Collection will be made curbside, except for certain disabled customers who have been approved by the Public Works Director for alternate collection location as follows: Disabled residential customers may file a written request with the Public Works Director to arrange for a more convenient collection location, using forms provided by the City. The request must include (i) a signed statement that no one is residing at the home who is physically able to take the refuse curbside, and (ii) a physician's statement verifying that the customer is physically unable to take the refuse curbside. Upon approval of the request the Public Works Director will provide notice to the Contractor that alternate collection is required, including the collection location. Thereafter the Contractor will provide collection at the alternate location designated, such as the back door, garage entrance, or side yard. In such instance Contractor will only be required to collect bulky waste if left at the required curbside location.

(d) HOW: The Contractor shall make collections with a minimum of noise and disturbance to the residents. Garbage receptacles shall be handled carefully by the Contractor and shall be thoroughly emptied and left in an upright position with the lids in place in the location where they are found; however, under no circumstances will Contractor leave containers within the travel lane. Refuse may be transferred from containers into tubs, cans, hampers, or other containers used by the Contractor in carrying refuse to collection trucks. This work shall be done in a sanitary manner. Any items of special waste not collected by the Contractor will require the Contractor to place a Contractor provided notice on either the container or the customer's front door as to the reason(s) such items were not collected. On the same day, the Contractor will be required to deliver to the Public Works Director a copy of such notice(s) which will also include the address. The Contractor may submit a copy of the notices to the City electronically through the web based tracking system or by scanning and emailing the notices to the Public Works Director the same day. This notification will also be acceptable via a web based tracking system.

(2) Scheduled Yard Waste Collection. Contractor will make an additional collection for yard trash as follows:

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(a) WHEN: Once per week, on Wednesday , between 7:00 am and 7:00 pm. The public works director may temporarily modify the collection routes from time to time with proper notice to the contractor which will be no less than ten (10) days.

(b) QUANTITY: The Contractor will collect **all** yard trash left for collection, except for excessive yard waste.

For purposes herein, "excessive yard waste" means (i) large items such as tree limbs that exceed five feet in length or six inches in diameter, or that weigh in excess of 50 pounds; (ii) grass cuttings, leaves, or pine needles that are not containerized, bagged, or bundled for easy handling; and (iii) yard trash from land clearing operations or preparation for construction or removal of trees or tree trimming by landscaping contractor or tree surgeon.

Contractor will not be required to pick up excessive yard waste. When Contractor determines there is excessive waste, Contractor will be required to leave a written notice for the customer stating reasons why the excessive waste was not collected and submit a signed and dated ticket to the Public Works Director, Utility Billing and RCG, and attach thereto a photograph of the excessive waste taken by Contractor.

The Public Works Director will mediate in the event of a dispute between Contractor and the customer regarding the existence of excessive yard waste or the amount of the special collection charge. If the Public Works Director determines that the yard waste is not excessive, Contractor will remove the excessive yard waste no later than close of business the day following identification/ notification by the Public Work Director to proceed. If the Public Works Director determines that the yard waste is excessive, Contractor shall not be required to collect the yard waste. However, Contractor may collect the yard waste as a Special Collection Service, set forth in Section 4.E., below.

(c) WHERE: Curbside or within five (5) feet of the edge of the roadway.

(d) HOW: The Contractor shall make collections with a minimum amount of noise and disturbance to the household. Reusable containers shall be handled carefully and shall be thoroughly emptied and left in an inverted position (not lying on its side) where they were found. Boxes and bags of garden and yard trash shall be collected and any spillage picked up immediately by

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the Contractor. Loose piles of garden and yard trash shall be collected with pitch forks or other tools as needed, except for grass clippings, leaves, pine needles, etc. which must be containerized. One "Claw" trucks will be available to service the City at to meet the contract requirements. However if the City determines a need to increase manpower and equipment to successfully collect the waste the Public Works Director or designee has the right to request and require the Contractor to increase the use of additional manpower and equipment to complete the collection process in an acceptable manner.

(3) Scheduled Recyclable Materials Collection. Scheduled collections will be made for recyclable materials once per week, on the same day and from the same location as garbage or yard trash. Additional requirements regarding recycling are set forth in Section 5, below.

(4) Special Collection Provisions for Certain Multifamily Residential Complexes. This Section four (4) applies to multifamily residential customers who are mechanical container-serviced customers. . In addition, the Public Works Director may require other multifamily residential complexes to use such containers, either upon their request or upon the Director's own initiative.

(a) Refuse collection will generally conform to the requirements provided for scheduled refuse collections in Section 4.A.(1) above, except that:

(i) Containers will be located and collection will be made from the location agreed upon by the Contractor and the customer, and in the absence of such agreement, in the location designated by the Public Works Director; provided that the Public Works Director may require a different location in order to eliminate, prevent, or reduce odor, overflow, or spillage, or based on other aesthetic, public health, or safety concerns.

(ii) The Contractor will return container(s) to the enclosure, closing the container lids, doors and the screened enclosure doors or gates. The Contractor must properly spray the container(s) as directed by the City with a sanitizing spray from the collection vehicle.

(iii) The Public Works Director may exempt a multi-family residential complex from scheduled yard waste collections based upon verification of an acceptable arrangement with a licensed landscaping

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services company for removal and lawful disposal of such yard waste.

(iv) The Contractor will immediately notify the Public Works Director through use of an Electronic Tracking System referenced in Section 3.B.(9) if the Contractor observes unsanitary conditions such as continually overflowing containers or otherwise inappropriately placed materials while making collections.

(b) A multifamily residential complex using a mechanically-emptied container will be treated as a commercial customer for purposes of determining the City's payments to Contractor in Section 54, below.

B. COMMERCIAL COLLECTIONS

(1) Scheduled Refuse Collection. Contractor shall provide refuse collection for all commercial customers in accordance with the following terms and conditions:

(a) **WHEN:** Scheduled collections will be made a minimum of twice per week for food establishment businesses and a minimum of once per week for all others between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday for each commercial property. Scheduled collection dates will be at least three days apart. In addition:

(i) The Contractor agrees all commercial customer calls will be dealt with directly by the City for all request of services including but not limited to: additional collections, new service implementation, relocation of a container, maintenance of an existing container and all other matters which deals with commercial customer services

(ii) The Public Works Director, on his or her own initiative or in response to the customer's request, may require the Contractor to provide additional scheduled collections for any commercial customer in order to protect public health.

(iii) All permanent and temporary roll off will be exclusive to the City's contractor. All roll off customers must be serviced in a timely manner. Each roll off customer must be serviced the same day as the service is requested to be performed so long as a twenty four (24) hour period of notification from the customer to the Contractor. The Contractor is required to place each request for service by a

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customer into the tracking system immediately upon receipt of request in order for the City to have access and notification of each incident. Service shall mean any and all request or complaint for service such as delivery or collection. Failure to comply with this requirement will result in the City implementing the appropriate administrative charge against the Contractor. See Section 14, # (20).

(b) **QUANTITY AND KIND:** Contractor will collect all refuse left for collection, including bulky waste, except for the following, which are further addressed in Special Collections, Section 4.E. below:

(i) Bulky Waste: If due to factors such as weight, size, quantity, or the presence of debris, Contractor cannot readily remove the bulky waste item(s) without special equipment, Contractor shall return to the site the same day with such equipment and remove the bulky waste items. Contractor shall establish and maintain an Electronic Tracking System referenced in Section 3.B.(9) to log and immediately notify the City. The City will bill customer for bulk in excess of (1) one cubic yard. Photos of excessive bulk waste will be provided by the Contractor.

(ii) Excluded Waste: This Contract does not cover or require the Contractor to provide for collection of excluded waste.

(iii) Construction and demolition debris: This Contract requires Contractor to provide collection of construction and demolition debris generated by or on behalf of a commercial customer.

(c) WHERE: The commercial customer will accumulate refuse in locations that are mutually agreed upon by the customer and the Contractor and convenient for collection by the Contractor. In the absence of a mutual agreement, or whenever determined necessary in order to eliminate, prevent, or reduce odor, overflow, or spillage, the Public Works Director will determine the location.

(d) HOW: The Contractor shall make collections with as little disturbance as possible to business and commercial establishments. This work shall be done in a sanitary manner and any refuse spilled by the collector

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shall be picked up immediately by the Contractor's employees. The Contractor shall be responsible for returning the container to the enclosure, closing the container lids, doors and the screened enclosure doors or gates.

If a mechanical container is used the Contractor must properly spray the container as directed by the City with a sanitizing spray from the collection vehicle. It shall be the responsibility of the collection vehicle driver to immediately radio in any damage caused by his operation to the enclosure or gates thereto to the Contractor's dispatcher who will arrange for repairs at the Contractor's expense and immediately notify the Public Works Director.

The Contractor will notify the Public Works Director if the Contractor observes unsanitary conditions such as continually overflowing containers or otherwise inappropriately placed materials while making collections. The Contractor agrees to insure collection of any commercial waste accumulated outside of the collection container and shall submit to the City a copy of each ticket produced for additional collection due to overflow of waste. Such notice will be provided on the same day as collection. If for any reason waste is not collected the Contractor will tag the waste and deliver a copy of such notice to the City the same day. The Contractor may use an Electronic Tracking System referenced in Section 3.B.(9) to provide such notice.

(2) Yard Waste. This Contract provides for collection of yard waste from commercial properties that are not serviced by landscape companies.

(3) Commercial Recycling Collection. See Section 5 below.

C. COLLECTIONS ON CITY PROPERTY. The Contractor will provide scheduled collection services on all City property and for all City facilities, including all parks and all property owned, leased, rented or controlled by the City. **Exhibit B**, attached, contains a list of current City properties served by Contractor, including frequency of collection.

When providing scheduled service for City property Contractor will empty all refuse containers located thereon, including those used by the general public.

The Contractor will collect all used tires improperly deposited on City right-of-ways and collected by the City and deposited at the Public Works Complex .

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The Public Works Director may from time to time request the Contractor to place one or both of these containers at a different location within the City for collection and disposal.

E. SPECIAL COLLECTIONS. Whenever this Contract specifically provides that Contractor is not required to collect refuse as part of its scheduled collection service (such as litter, excluded waste, construction and demolition debris, bulky waste items, tires, and excessive yard waste), Contractor may collect such items at the customer's request and bill the customer directly for a Special Collection at the rates set forth in **Exhibit E.** Contractor's right to collect such items as a special collection and to bill the customer directly is subject to the City's right to definitively determine whether such items are excluded from scheduled collections as part of this Contract upon the customer's request.

In addition, during special events such as Bike Week, Contractor may upon the Public Works Director's prior approval provide such special collections and the City will bill the customer. See **Exhibit C** for further requirements regarding special events

F. MISCELLANEOUS COLLECTIONS.

(1) Dead animals on public streets and City-owned property. On days Contractor is scheduled in the City the Contractor shall, during normal operating hours, pick up dead fowl, reptiles, animals, fish, etc. from public right-of-way, playgrounds, and all City-owned property within two hours after notification by the City.

(2) Vacant Lots. The Contractor will collect refuse for vacant lots in the same manner as the Contractor provides for occupied lots.

G. DISPOSAL.

(1) Disposal of Refuse. Except for recovered materials, which are addressed in Section 5, Contractor will dispose of all refuse collected pursuant to this Contract at the approved landfill.

(2) Approved Landfills. The Volusia County landfill will be the primary landfill used by the Contractor for disposal of refuse collected pursuant to this Contract. Contractor shall not dispose of refuse collected pursuant to this Contract at any other FDEP approved landfill without written notification to the Public Works Director.

SECTION 5 - RECYCLING SERVICES

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A. RECYCLABLE MATERIALS COLLECTION AND DISPOSAL. Required recycling services include collection of all recyclable materials from all residential customers and all City-owned property, and transportation of collected recyclable materials to a designated recovery facility, or, if no market is available, to the approved landfill.

The Contractor shall provide, as part of the monthly recycling report, weights and types of any recycled materials disposed of by landfill. This report shall include the reason for disposal rather than recycling of these materials. The Contractor shall perform such services as are required to provide a complete recyclable materials program.

B. DESCRIPTION OF THE WORK. The Contractor shall collect all recyclable material set out for the purpose of recycling from all residential units. The collection of curbside residential recyclables shall be conducted using the recycling bins provided by Contractor.

(1) FREQUENCY OF COLLECTION: The Contractor shall provide scheduled recyclable materials collections services a minimum of once per week.

(2) DAYS AND HOURS OF COLLECTION: Collection shall begin no earlier than 7:00 A.M. and shall cease no later than 7:00 P.M. weekdays. If weekend collection is needed following a holiday or other circumstances, collection shall not begin earlier than 8:00 A.M. and shall cease no later than 7:00 P.M. In the event of an emergency, or unforeseen circumstances, collection may be permitted at a time not allowed by this paragraph following approval by the Public Works Director or designee.

(3) QUANTITIES. Contractor will collect all recycled materials that comply with the regulations which identify acceptable recycling materials the customer leaves for collection in the recyclable bins, provided that up to three(3) bins are in the required location.

(4) POINT OF PICKUP OF RECYCLABLE MATERIALS: Collection of residential recyclable materials shall be from the same location as required above for scheduled residential refuse collections, including the special locations provided above for disabled customers.

(5) METHOD OF COLLECTION OF RECYCLABLE MATERIALS: For residential units, unless otherwise agreed in writing, the Contractor may collect recyclables in a commingled source at the point of collection, (i) newspaper and (ii) commingled aluminum cans, plastic and glass (green, amber and clear)plastic bottles, cardboard boxes, magazines, cereal

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boxes and any other recyclables that may be listed on the Volusia County website which may change from time to time. The Contractor shall make collections with a minimum amount of noise and disturbance to the residential and commercial customers. The Contractor shall handle recycling containers with reasonable care and return them to the approximate location from which they were collected. Any recyclable materials spilled by the Contractor shall be picked up immediately. Recycling containers shall be thoroughly emptied and left at the point of collection. The Contractor shall leave incorrect materials in the recycling bin along with a Contractor provided notice describing the proper materials and reason(s) items have not been collected. The Contractor will be required to place such notice either within the container or place a door hanger notice at the residence. The notice will include the reason(s) why Contractor rejected the items for collection.

For multi-family residential units, the Contractor shall transport the individual recyclable bins from the storage location, empty into the truck and return the bins to their original location.

The Contractor and the City shall mutually develop a procedure for handling placement of incorrect material in recycling bins by residents.

(6) SCHEDULES AND ROUTES: Recyclable materials collection shall be made to residential units on one of the same days in which garbage or yard trash is collected. Therefore, schedules and routes shall match the schedules and routes for solid waste collection, except that the Public Works Director is authorized to modify, extend or suspend schedules in the event of natural disaster, health hazard or any other state of emergency, requiring such action.

Should the County close the landfill in honor of holidays, the Contractor shall not be required to collect on that day. The Contractor may collect on the following day, excluding Sunday.

C. COMMERCIAL RECYCLING; MARKETING PROGRAM. This Contract does not require recycling services to be provided for commercial establishments. However, Contractor agrees to develop and implement a commercial recycling marketing program throughout the City with a primary emphasis on the Ridgewood Avenue Business Area, to encourage commercial customers to recycle, including for example by placement of commercial recycling receptacles at City designated business district locations within the City. This program must be implemented within 90 days after the Effective Date.

D. MARKETING OF RECYCLABLE MATERIALS. The Contractor and the

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City shall cooperate to develop markets for recyclable materials. To the extent possible, based on availability, capacity and market prices, the Contractor shall market the recyclable materials through local business operations. At a minimum, the Contractor will provide for taking, marketing or storing of recyclables at the nearest County landfill.

E. REVENUES GENERATED FROM RECYCLING. The Contractor shall account for all revenues generated through the sale of collected recycling materials and report all such revenues to the City on a monthly basis. Any revenues generated from the sale of recyclables will be retained by the Contractor.

F. NO CHARGES TO CITY FOR DISPOSAL OF RECYCLABLE MATERIAL. Currently there are no charges for processing recyclable materials. In the event the recycling market imposes a processing fee, the City reserves the right to direct the Contractor to either dispose of the recyclables in the landfill or alternatively direct the Contractor to deliver the recyclable materials to processing facility. The Contractor will negotiate a processing or disposal fee with the City imposed by the selected processing or disposal facility.

G. E-WASTE PROGRAM. The Parties acknowledge that as of the Effective Date, there is currently no resource recovery or disposal facility within Volusia County that accepts electronic waste (E-Waste) for recovery. Once either Party identifies such a facility, the Parties will work together to develop a mutually acceptable E-Waste collection and disposal program. Upon the creation of a mutually acceptable E-Waste collection and disposal program, Contractor will commence collecting E-Waste as a component of the residential recycling program.

SECTION 6 - POST-DISASTER COLLECTION AND DISPOSAL SERVICES

The Contractor and the City will work together to create and implement a post-disaster response plan for collection, hauling, and disposal of excessive amounts of debris or refuse accumulated by reason of a storm of disastrous proportions short of a declared disaster, natural disaster, severe disturbance, riot, terrorist activity, or other calamity (hereinafter, "disaster event"). The Contractor understands the City has existing contracts with a storm disaster contractor which will take precedence over any additional disaster response program created between the City and the Contractor.

The Contractor fully understands and agrees the Contractor will not implement any work stoppage under the scope of work outlined within this agreement during a pending disaster or named disaster storm without the prior written approval of the City Manager or

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his designee. Written approval may be obtained in the form of an electronic message either by email or text. The Contractor may be directed to perform collection services post disaster, up to their weekly collection average, in specific areas as designated by the City. In no event will the Contractor be relieved from collecting the average amount of yard waste weekly during and after a storm as its usual collection services on the regular scheduled collection day unless waived by the City for safety reasons or roadway obstructions cause by such named event.

A. REQUIRED ELEMENTS. If agreed upon, the plan will provide for the following:

(1) The City will pay Contractor the FEMA-approved post-disaster rates stated at the time of the named event for the first 72 hours, provided that Contractor's post-disaster efforts comply with FEMA regulations. Any additional collection required after the first 72 hours of the named event will revert to the pre-agreed pricing and terms.

(2) The Contractor will at all times have in place written agreements with one or more subcontractors for collection, hauling, and disposal relating to the above to help ensure that the Contractor has sufficient resources available to provide timely service. Such agreements will contain operational details and unit pricing for collection and hauling with actual disposal costs included as an add-on charge. The Contractor will promptly provide the City all subcontractor agreements that Contractor currently has or will have in place. Any amendments to the existing subcontracts or proposed future subcontracts are subject to City review and approval. Contractor must present all proposed amendments and new subcontracts for City review and approval prior to March 1 of each year.

(3) Submittal of the plan will comply with the timeline set forth in **Exhibit H**. The plan will set forth in detail operational details, unit pricing, and other terms for work to be performed by Contractor, particularly for the first 72 hours after a disaster event.

(4) The Contractor will update and review the plan with the City annually before the start of the hurricane season.

B. POST-DISASTER MEETING. The Public Works Director and the Contractor will meet as soon as possible after each disaster event to formulate and agree upon terms and conditions for Contractor's performance of post-disaster event solid waste collection, hauling, and disposal.

C. CITY MAY USE OWN FORCES, OTHER CONTRACTORS. The City reserves the right to use the Contractor's forces, Contractor's

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subcontractors, services other than those provided pursuant to this Contract (i.e., use of City's own forces or other City contractors), or any combination thereof, for the provision of post-disaster services as referenced herein.

D. CONTRACTOR REMAINS RESPONSIBLE. In no event will the Contractor be relieved of its duties under this Contract for providing debris collection after an event or storm, unless said storm is declared by the City, State of Florida, or a Federal Government agency as a named event and further classified as disaster, without the City's specific written approval. Subject to paragraph two of Section 6 above.

SECTION 7 - PAYMENTS TO CONTRACTOR

A. MONTHLY SERVICE FEE; UNIT PRICES. In consideration of the services performed by the Contractor herein, and subject to any offsets provided herein, the City will pay the Contractor a monthly service fee.

The monthly service fee is based in part on the residential and commercial customer data expressed in Exhibit E, in unit pricing, subject to adjustments provided for herein. As shown on the Pricing Sheets attached hereto as **Exhibit E**, except for container surcharges, the unit prices to be paid by the City to the Contractor are broken down into a collection component fuel component and disposal component. Unit pricing for residential customers is set forth on the basis of the number of residential customers served. Unit pricing for commercial customers is set forth on the basis of the number of cubic yard of refuse collected from each commercial customer and disposed of at an approved landfill. Unit pricing for items such as containers are based on the type of containers, such as roll-off containers and front-load dumpsters.

The City will be considered to be a commercial customer for collection of refuse for all City-owned or controlled locations on which containers have been located with the City's approval, except for litter cans such as those typically located on sidewalks. **Exhibit B** contains a current list of all such locations and containers. The Public Works Director is authorized to revise this list from time to time as the locations and containers change without need for formal amendment to this Contract. All services provided to City owned or controlled properties shall be at no cost to the City as listed in Exhibit B.

B. ADJUSTMENTS TO COLLECTION COMPONENT. For purposes herein, the term "CPI Index" means the Consumer Price Index for All Urban Consumers, South Size class B/C, for all items , or if that index ceases to be published, an equivalent index determined by the City.

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(1) Effective on October 1, 2018, the collection component for residential and commercial customers set forth in **Exhibit E** will be adjusted based on the annual percentage change in the CPI Index for the period beginning on April 30, 2017, and ending on April 30, 2018. The Contractor agrees that any CPI increase(s) will only be applied to the collection cost component. The CPI component will be adjusted using the U. S. BLS Series Id: CUUR0000SA0

Series Id:	CUUR0000SA0
	Not Seasonally Adjusted
Series Title:	All items in U.S. city average, all urban consumers, not seasonally adjusted
Area:	U.S. city average
Item:	All items

The CPI increase will be one hundred (100%) percent of the CPI index listed above for the annual change of the April index.

(2) Beginning on the first anniversary of the Effective Date and annually thereafter, the collection component for residential and commercial customers will be subject to adjustments based on the most recent annual percentage change in the CPI Index preceding the adjustment. Notices requesting the CPI increase must be received by the City from the Contractor no later than June 1 of each year. Exhibit "E", Pricing Sheets, shall also be updated and submitted to the City with any annual CPI adjustment request. Once a Party has requested the change in compliance with this Contract, the adjustment will be made without need for formal amendment of this Contract.

(3) Under no circumstances will the collection component be adjusted to be less than the initial collection component rate set forth in the Pricing Sheets.

C. ADJUSTMENTS TO FUEL COMPONENT. The adjustments provided in this Paragraph C shall be an adjustment applicable to the fuel component (FAC) only on an annual basis for either the percentage increase or decrease in the fuel component. The FAC shall be adjusted annually beginning October 1, 2018 with the base of fuel pricing being set at ten (10%) percent above the fuel pricing as established on September 1, 2017 as per fuel pricing index know as:
"On Highway Retail Diesel Price" Lower Atlantic Region, U.S. Department of Energy Information Administration published on the internet at:
http:?/tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report.asp

This fuel adjustment component will not be considered within the

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CPI adjustment in paragraph B above.

(1) The fuel component shown on **Exhibit E** shall remain in effect until September 30, 2018.

(2) Beginning on October 1, 2018, the fuel component will be adjusted periodically. The length of the adjustment period will be annually. These periodic adjustments to the fuel component shall be based upon the percentage change in fuel prices during the period of measurement. The percentage change in fuel prices will be measured by comparing the diesel fuel price in effect at the beginning of the period of measurement to the diesel fuel price in effect at the end of the period of measurement. During the initial adjustment, the diesel fuel price in effect at the beginning of the period of measurement will equal the diesel fuel pricing index stated above.

Example: Fuel Cost as per the internet listing at the effective date of September 1, 2017:

$3.00 per gallon	
10% of rate	.30
Base Rate	$3.30
1st anniversary price	$3.25
Rate Increase	.05
% of increase over the Base Rate	.015

The increase to the fuel component would be .01 cent

(3) Beginning on October 1, 2018, the fuel component will be adjusted periodically. The length of the adjustment period will be annually, or some longer period if mutually acceptable to both Parties. These periodic adjustments to the fuel component shall be based upon the percentage change in fuel prices during the period of measurement.

D. FAVORED NATIONS CLAUSE. Upon Contractor's execution of a contract with a neighboring municipality for the provisions of the same, terms and conditions provided in this Contract and the Contract provides more favorable fees or rates than those provided herein, Contractor will reduce the fees and rates charged to the City herein so as to be equal to or lower than the rates charged the neighboring municipality's contract.

E. UNUSUAL CHANGES OR COSTS. Either Party may petition the other on the anniversary date of the contract for rate adjustments at reasonable times on the basis of unusual changes in Contractor's cost of doing business, such as revised laws, ordinances, or regulations, or changes in location of disposal sites. No such change will be approved except through formal amendment of this Contract.

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SECTION 8 - STORAGE AND OFFICE FACILITY

The Contractor agrees to continue to operate from the location located of the current storage and office facility including a customer service office and maintenance facility at 925 S. Clyde Morris Boulevard, or another established location on the eastside of Volusia County.

The facility shall be equipped with sufficient toll free telephone lines; shall have a responsible person in charge with the ability to communicate with the public and shall be sufficiently staffed during collection hours and shall be open during the facility operational hours of this contract, 7:30 AM to 5:30 PM. After hours of operation the Contractor will provide a telephone answering service.

SECTION 9 - SCHEDULES AND ROUTES

A. IN GENERAL. The Contractor shall generally organize and operate its fleet to provide collection services on the assigned days for pickup in accordance with routes designed to provide the most efficient level of service, and to provide for generally consistent times for customer pickup. Collection routes and schedules in effect as of the Effective Date will remain in effect until changed pursuant to this Contract. In the event of an emergency, or unforeseen circumstances, Contractor may temporarily deviate from the approved routes and schedules following approval by the Public Works Director. However, Contractor acknowledges and agrees that at various times, such as during holidays and special events, or in association with seasonal yard maintenance, the quantities of refuse to be collected or disposed may substantially fluctuate; and that the additional workload imposed upon Contractor will not be considered as adequate justification for failure of the Contractor to comply with the approved schedules and routes.

B. CITY'S RIGHT TO APPROVE ROUTES AND SCHEDULES. The Public Works Director shall have the following rights on behalf of the City in order to protect the public health, safety, and welfare:

(1) To review and approve Contractor's proposed changes to and temporary deviations from the approved schedules and routes.

(2) To require changes and temporary deviations in the approved schedules and routes.

(3) To prohibit the Contractor from using certain streets, alleys, and other public right-of-way.

The Director's rights extend to right-of-way outside the City

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limits, such as roads outside the City used for Contractor's transportation or disposal of collected solid waste.

C. IMPLEMENTATION OF CHANGES AND DEVIATIONS. The Contractor will implement any City-approved or -required changes or deviations in routes or schedules efficiently, with a minimum of disruption in customer service. Except where impractical due to unforeseeable conditions, Contractor will provide notification to all customers affected by a City-approved or required change or deviation in routes or schedules at least ten days in advance of such changes or deviations. The notification will be in a form approved in advance by the Public Works Director.

D. TEMPORARY CLOSURE OF LANDFILL AS BASIS FOR DEVIATION. Should the operator of the approved landfill close the landfill in honor of holidays, the Contractor will not collect on that

day. Instead, the Contractor will collect on the following regularly scheduled collection day.

E. POWER TO DENY ACCESS. The City reserves the right to deny the Contractor's vehicles access to certain streets, alleys, and public ways inside the City or outside the City in route to the disposal facilities, where it is in the best interest of the general public to do so due to conditions of streets, bridges, or for other reasons determined by the City.

The Contractor shall not interrupt the approved regular schedule and quality of service because of such street closures. The Contractor shall notify the City's affected solid waste customers.

F. FORCE MAJEURE. The performance of any act by the City or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts, or any other cause beyond the reasonable control of such party, provided, however, the City shall have the right to provide substitute service from third party contractors or City forces and in such event the City shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days, the City may, at its option and discretion, cancel or renegotiate this Contract. In no event will the Contractor be relieved of its duties under the terms of this Contract for providing debris collection after an event or storm, unless said storm is declared by the City, State of Florida, or a Federal Government agency as a named event and further classified as disaster.

G. HOLIDAYS. When a regularly-scheduled residential collection day falls on a holiday, the Contractor may collect all residential solid waste, recycling and yard waste on the next regularly scheduled collection day. When a regularly scheduled commercial

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collection day falls on a holiday, the Contractor may collect all commercial solid waste on the day following the regularly scheduled collection day. For the purposes of this Section, holidays for residential collection are New Year's Day, Thanksgiving Day, and Christmas; the only holiday for commercial collection is Christmas.

SECTION 10-CITY'S RIGHT TO SUPERVISE PERFORMANCE

A. SUPERVISION OF CONTRACT PERFORMANCE. The Contractor's performance shall be supervised by the Public Works Director. If at any time the Public Works Director provides Contractor notice that performance is not satisfactory, Contractor will promptly increase the force, tools, and equipment as needed to properly perform this Contract. The failure of the Public Works Director to give such notice shall not relieve the Contractor of the obligation to perform the work at the time and in the manner specified by this Contract.

B. PUBLIC WORKS DIRECTOR'S AUTHORITY. The Public Works Director shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed, the sufficiency of performance, the interpretation of the contract provisions, and the acceptable fulfillment of the contract on the part of the Contractor; and the Public Works Director will determine whether or not the amount, quantity, character and quality of the work performed is satisfactory, which determination shall be final, conclusive, and binding upon both the City and the Contractor. The City Manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of this Contract; and his findings and conclusions shall be final and binding upon both Parties

C. INSPECTION OF WORK. The Contractor shall furnish the Public Works Director with every reasonable opportunity for ascertaining whether or not the work, as performed, is in accordance with the requirements of the contract. The Contractor shall by notice designate the person to serve as Contractor's agent and liaison in dealing with the City on all matters arising under this Contract. The Public Works Director may appoint qualified persons to inspect the Contractor's operation and equipment either at the Contractor's facility, the City Yard facility or in the field on a side street not subject to frequent traffic, while the Contractor is performing collection services at any reasonable time. The Contractor shall admit other authorized representatives of the City to make such inspections at any reasonable time and place with proper notice by the City to the Contractor, such notice to be given not less than 24 hours prior to the inspection.

D. DISAGREEMENTS - REFUSE TO BE COLLECTED - HOW. It is recognized that disagreements may arise between the City and the Contractor with regard to the collection of certain items due to

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interpretation of the specific language in the contract. During any disagreement between the Parties regarding Contractor's obligation to collect refuse, the Public Works Director may by notice direct the Contractor to collect and dispose of any refuse that is the source of the disagreement, and the Contractor will remove all such refuse within two days of the notice. Should the Contractor fail to remove the refuse, the City will remove the refuse and the City shall deduct costs incurred from the next scheduled payment.

E. CITY NOT LIABLE FOR DELAYS. It is expressly agreed that in no event shall the City be liable or responsible to the Contractor or to any other person on account of any stoppage or delay in the work provided for herein, by injunction or other legal or equitable proceedings brought against the Contractor, or from or by or on account of any delay from any cause over which the City has no control.

SECTION 11 - QUALITY OF SERVICE

A. CHARACTER OF WORKMEN AND EQUIPMENT. The direction and supervision of refuse collection and disposal and salvage operations shall be by competent, qualified personnel, and the Contractor shall devote sufficient personnel, time and attention to the direction of the operation to assure performance satisfactory to the City. The Contractor agrees all residential waste collection vehicles at all times during the residential collection process, will be manned with a minimum of two-person crews such as driver-driver or driver helper in order to insure the City's residential customers are serviced properly. All subcontractors, superintendents, foremen, and workmen employed by the Contractor shall be careful and competent. It is mandatory that the Contractor shall also provide uniforms with either a reflective safety vest or reflective safety shirt and name tag or badge. Contractor's employees shall be of a standing or affiliation that will permit the Contractor's performance herein to be carried on harmoniously and without delay, and in no case, or in any circumstances, will such employees cause any disturbance, interference or delay to any work or service rendered to the City or by the City and in no case or in any circumstances will the employees conduct themselves negligently, disorderly, or dishonestly in the due and proper performance of the employees' duties. The Contractor shall ensure that all employees serve the public in a courteous, helpful, and impartial manner. Contractor's employees collecting garbage will be required to follow the regular walk for pedestrians while on private property. No employee shall meddle with property that does not concern him or her.

B. TEMPORARY WORKERS. Contractor may employ temporary workers from a licensed temporary agency, excluding labor halls, under this Contract; provided that they are included in the required

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workers compensation insurance policy, and that they are included in a list of temporary employees, by name, provided to Public Works Director. The list will be updated within three business days of any changes in the listed names.

C. COOPERATION OF CONTRACTOR REQUIRED. The Contractor shall cooperate with authorized representatives of the City in every reasonable way in order to facilitate the progress of the work contemplated under this contract. The Contractor shall have a designated supervisor assigned to the City and available as needed during the work week. This person shall be competent and able to communicate with the public. The Contractor will supply the supervisor with mobile communication with a published phone number for direct contact with the Public Works Director as well as all residential and commercial customers for any situation that may arise. A daily roster of employees and equipment will be supplied to the Public Works Director on an "as requested" basis.

D. HANDLING COMPLAINTS. The Contractor shall perform a service of high quality and keep the number of legitimate complaints to a minimum. The Contractor shall maintain a telephone listing in the name in which Contractor is doing business and provide adequate employees for those customers needing to contact the contractor during collection hours Monday through Saturday. Contractor will also provide an after-hours answering service. An electronic telephone answering machine will not be acceptable.

The Contractor also agrees to provide a single point of contact in order for the Public Works Director to have immediate access to Contractor's personnel to deal with various situations which may arise from time to time.

In all instances Contractor will provide response to complaints received no later than the close of business the next day, including Saturday, and will track all responses in the Electronic Tracking System referenced in Section 3.B.(9). For each month in which the number of un-serviced legitimate customer complaints reaches 20 or more, whether for garbage or trash, or any other cause, the City shall be entitled to liquidated damages/administrative charges of $100 dollars per complaint including the first twenty. Each complaint shall be considered legitimate unless satisfactory disposition of the claim is furnished. The decision of the Public Works Director shall be final.

E. PERFORMANCE GUARANTEE. The Contractor will deposit with the City a performance bond in the amount not less than $350,000.00. The performance bond shall be written by a surety with an A, Class VIII, or higher financial rating as shown in Best's Key Rating Guide.

The City Manager reserves the right to increase the amount of the

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performance bond but in no event will the performance bond be in an amount that exceeds 50% of the estimated annual amount paid to the Contractor. Any increase to the bond amount will require the City to provide 90 days' advance notice to the Contractor.

SECTION 12 - EQUIPMENT

A. VEHICLE REQUIREMENTS. Contractor will provide and maintain all vehicles to be used in providing services under this Contract. All collection vehicles used to provide the services to the City shall be dedicated exclusively to the City during the specific collection days which the City is being serviced by the Contractor and the Contractor will comply with the following requirements:

(1) Collection vehicle requirements. At a minimum, vehicles will comply with the following requirements:

(a) All collection vehicles will have bodies that are water tight to a depth not less than 18 inches, with solid sides, using pneumatic tires.

(b) All collection vehicles shall be equipped with operational radio transceiver or cell phone devices capable of communicating with the Contractor's dispatcher from anywhere within the municipal boundaries.

(c) All vehicles will be equipped with functioning back-up cameras, oil absorbing hose wraps, GPS tracking.

(d) Back up collection vehicles are not required to comply with Paragraph (c) immediately above. But they must be of the same size and have the same functionality and features as primary collection vehicles. Backup equipment will not be permitted to operate for more than two (2) collection days unless a written request is made to the Public Works Director and the Public Works Director grants a longer time period in writing to the Contractor.

(e) Each collection vehicle shall be equipped with a spill kit, pitchfork, rake, shovel and broom for this purpose. Safety equipment is also required, such as a fire extinguisher and reflectors.

(f) Vehicles used for recyclable material collections must be designed for such purpose, Prior to purchasing equipment the Contractor must determine the available space, turning radius, ceiling heights, etc. of the likely buyers or processors of the recyclable materials.

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Replacement and additional vehicles shall be comparable equipment unless otherwise agreed by the City.

(g) All vehicles will be painted uniformly, and will display the company name, telephone number, and the vehicle number, printed in letters not less than five inches high on each side of the vehicle and must carry the sign on each side of the collection vehicle stating "Proudly Serving the City of Holly Hill".

(h) Contractor will number all vehicles and maintain a record of the vehicle to which each number is assigned.

(2) Number of Vehicles to be Provided. The Contractor shall provide a sufficient number of trucks to ensure Contractor's compliance with the requirements of this Contract, including compliance with approved schedules and routes. Required vehicles include at least one vehicle for the supervisor overseeing the City operations, and one "clamshell" truck available to the City In accordance with the terms of this agreement.

(3) Vehicle Condition. All vehicles and all required vehicular equipment are to be maintained in a reasonable, safe, working condition. All collection vehicles will be maintained in a clean and painted condition to present a pleasing appearance. The Contractor will comply with the following cleaning and painting: Contractor will wash all vehicles once per week, and more frequently if necessary. Contractor will on a regular basis use touch up paint on vehicles to repair any scars or scratches. Contractor will schedule vehicles for repainting every three years, or more frequently as needed based upon the condition of a vehicle.

(4) Additional Vehicle Safety Requirements.

(a) Each non-packer collection vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half inches, or tarpaulin, or fully enclosed metal top. Such cover shall be kept in good order and used to cover the load going to and from the disposal facility during loading operations or when parked, if the contents are likely to be scattered if not covered.

(b) Collection vehicles shall not be overloaded so as to scatter refuse.

(c) Each vehicle shall be equipped with a spill kit, pitchfork, rake, shovel, and broom for purposes of providing immediate cleanup of any spills caused by Contractor.

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(d) Each vehicle will be equipped with safety equipment such as a fire extinguisher and reflectors.

(e) Vehicles are not to interfere unduly with vehicular or pedestrian traffic and vehicles are not to be left standing on streets unattended except as made necessary by loading operations, and shall move with the traffic flow. To the extent practical, the Contractor shall avoid making collections on major travel ways during the morning and evening rush hours.

(5) Authority to Inspect. The Public Works Director or his designee is authorized to spot inspect all vehicles during route operations for compliance. The Contract administrator will attempt to notify the Contractors supervisor of the intent to inspect collection vehicles while on the collection routes the morning of the intended inspection.

(6) Maintenance of vehicles. Any fully refurbished collection vehicles must be inspected and approved by the City Manager or his designee prior to implementation of service within City. Contractor shall maintain vehicles in good repair, appearance, and in a clean and sanitary condition, Vehicles shall be washed thoroughly on the inside and outside and sanitized with a suitable disinfectant and deodorant at least once per week and at such times as established by Contract Administrator. All vehicles shall be regularly maintained in a manner necessary to prevent discharge of collected material, automotive fluids and emissions into the environment and to maintain compliance with applicable noise ordinances. A maintenance log shall be maintained at all times for all vehicles and made available to Contract Administrator upon request. Contract Administrator, with sole discretion, may require the removal of equipment not adequately maintained as described above.

(7) Removal of Collection Equipment. Collection equipment that regularly and repeatedly fail to perform in a satisfactory manner shall be permanently removed from services in Contractor's Service Area. Contractor must replace any vehicle deemed unsatisfactory by the City within fourteen (14) days of written notification from the City to the Contractor. Email notification will be considered acceptable as written notification by the parties. Unsatisfactory vehicle performance includes but is not limited to:

a. Failure to complete a route due to a mechanical breakdown, five (5) times in any consecutive twelve (12) month period during the Agreement.

b. Discharge of vehicle fluids due to mechanical

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failure five (5) times in any consecutive twelve (12) month period during the Agreement.

d. Excessive visible emissions or equipment noise either observed by Contract Administrator or for which complaints are received by Contract Administrator on five (5) separate days in any consecutive twelve(12) month period during the Agreement.

B. GENERAL CONTAINER REQUIREMENTS.

(1) The Contractor will provide all City solid waste utility customers with 96 gallon toters, recyclable bins, and to be used by Contractor for collection services under this Contract. All recycle bins must bear the name and seal of the City of Holly Hill or the Contractors name and logo.

(2) All such containers will be designed for ease of use and durability, and will additionally comply with the following requirements:

(a) Toters will be wheel-mounted plastic, garbage cans will be galvanized metal or plastic cans of a type commonly sold as garbage cans. Toters will be made and provided with tight fitting lids. Whether used by residential or commercial customers, toters will have a capacity of 96 gallons.

(b) Recycling bins will be plastic or recycled material in capacities suitable for their intended use. Actual capacity will be mutually agreed upon by Contractor and the City, or, in the absence of such mutual agreement, as determined by the Director.

(c) Mechanical Front load dumpsters must be in capacities of 2, 4, 6, and 8 cubic yards.

(d) Mechanical rolling front-load dumpsters will be made of plastic.

(e) All containers will be of a color and design sufficiently uniform to reasonably identify the Contractor including a customer service number and email address; however, no advertising is permitted.

(3) The Public Works Director has the right to approve or reject the toters, bins, and mechanical containers proposed to be used by the Contractor to comply with the requirements of this Section.

(4) The Contractor will maintain an inventory of toters, bins, and mechanical front load dumpsters and other required containers readily available, including for replacements of

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containers previously provided.

(5) Commercial customers will generally have the option to select the type and capacity of container to be used, so long as they are provided by Contractor.

(6) The Public Works Director has the right to require the use of a particular type and capacity of container, and to require replacement of an existing container, to eliminate, prevent, or reduce odor, overflow, or spillage, or based on other aesthetic, public health, or safety concerns.

(7) Contractor will create and implement a replacement schedule for all mechanical front-load dumpsters and roll-off containers provided to City customers. The schedule will be subject to review and approval of the Public Works Director. The schedule will provide, at a minimum, for inspection, replacement or reconditioned every 24 months or at such other interval as directed by the Public Works Director. The Schedule must be approved and replacements must commence no later than 24 months after the Effective Date. Each replacement container shall have the month and year replaced painted on the container. All commercial front load containers must have either stenciled or adhesive sticker on the front upper right side of the container the size of the container and on the front upper left side the container the month and year the container was placed into service. The letters must be at least five (5) inches high and white in color.

C. ADVERTISING PROHIBITED. No advertising other than Contractor's standard company logo shall be permitted on vehicles, dumpsters, or roll off containers servicing Holly Hill. Replacement toters shall not display the company logo and will only display the City of Holly Hill logo/seal A sign saying "Serving The City of Holly Hill" shall be displayed on all collection trucks, associated with this contract, while within the municipal boundaries. Magnetic signs are permissible.

SECTION 13 - INSURANCE AND INDEMNIFICATION

A. INSURANCE REQUIRED. The Contractor shall not commence services under this Contract until Contractor has obtained all insurance required herein, in form and from such insurance companies as approved by the Risk Manager of the City, nor shall the Contractor allow any subcontractor to commence work on subcontracts until similar insurance of the subcontractor has been obtained and approved.

(1) Required Coverage's. The following coverage's are required

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(a) **Worker's Compensation Insurance** for all of employees employed in connection with the services herein; and if the work is subcontracted, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. If any class of employees engaged in hazardous work under this Contract is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate insurance coverage for the worker's compensation protection of employees not otherwise protected.

Coverage Limits:

Employers liability Each Accident $1,000,000
Employers Liability Disease - Each Employee $1,000,000
Employers Liability Disease - Policy Limit $1,000,000
Employers Liability $1,000,000
SIR $500,000

(b) **Commercial General Liability Insurance** including coverage for operations, independent contractors, products-completed operations, contractual, broad form property damage, and personal injury on an "occurrence" basis insuring the Contractor and any other interests, including but not limited to any associated or subsidiary companies involved in the work.

Coverage Limit(s):

Each Occurrence $2,000,000
Damages to Rented Premises (Each Occurrence) $500,000
Medical Expense (any one person) $5,000
Personal and Advertising Injury $2,000,000
General Aggregate $4,000,000
Products - Comp/Op Aggregate $4,000,000

(c) **Automobile Liability Insurance** which shall insure claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle used by the Contractor at the site of the project or in any way connected with the work which is the subject of this Contract. The insurance shall include coverage for owned, hired, and non-owned vehicles.

Coverage Limit(s):

Combined Single Limit $1,000,000

(d) **Umbrella Liability Policy** in the amount of $5,000,000 per occurrence/aggregate location specific,

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that is no more restrictive in coverage than all underlying coverage's described above.

(e) Pollution Liability Insurance in the amount of $5,000,000 per occurrence. Such coverage will include bodily injury, sickness, disease, mental anguish, or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, Products/Completed Operations for Pollution, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arise from the operations of the contractor including transportation and non-owned disposal coverage. Unless specifically waived hereafter in writing by the Risk Manager, Contractor agrees that the insurer shall waive its rights of subrogation, if any, against the City on each of the foregoing types of required insurance coverage.

ALL OF THE LIABILITY POLICIES REFERENCED ABOVE MUST BE ENDORSED TO NAME THE CITY AS ADDITIONAL INSURED WITH 30 DAY NOTICE OF CANCELLATION.
In addition, for all liability policies coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date equal to at least the effective date of this Contract and with a three-year reporting option beyond the Annual expiration date of the policy.

(2) Proof of Insurance. Proof of insurance will be filed with the Risk Manager, who is authorized to require actual copies of certificates of coverage. No policy is acceptable to the City which can be canceled by the insurer in less than 30 days after the insured has received written notice of such cancellation of the policy. To be acceptable to the City, each insurance certificate shall include a copy of the additional insured endorsement.

(3) Provision of Replacement Insurance. If Contractor fails to provide any required coverage or allow such coverage to expire or lapse, the City may secure such coverage and offset the cost thereof against the monthly fees otherwise owed to Contractor.

(4) Required Changes in Coverage and Amounts of Coverage. The City may at any time require Contractor to increase the amount of coverage, change the terms of coverage, and provide additional or different types of coverage, as the City may

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deem necessary; provided that the changes or increase in coverage are consistent with such requirements for similar operations and businesses then operating within the Central Florida area or are reasonable in light of prior claims made against Contractor's policies. Contractor must comply with such requirements within 30 days after the City's demand.

B. INDEMNIFICATION. The Contractor shall indemnify and hold harmless the City and the City's agents, officers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from Contractor's services hereunder; provided that the claim, damage, loss, and expense is caused in whole or in part by any negligent act or omission of the City, the Contractor, any subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder except the Contractor shall not have to indemnify and hold harmless the City if such claim, damage, loss and expense is the result of the sole negligence of the City or of anyone directly or indirectly employed by the City or anyone for whose acts the City may be liable.

The Contractor also agrees to indemnify and save the City harmless from all suits or actions arising from the Contractor's infringement of patent, trademark, or copyright.

SECTION 14 - ADMINISTRATIVE CHARGES

Should the Contractor commit any of the breaches described herein in Contractor's obligations under this Contact, the City shall be entitled to assess against the Contractor the amounts listed below, not as a penalty but as administrative charges.

The City will be entitled to offset any administrative charges assessed against the monthly fee otherwise due to Contractor hereunder or alternatively to collect such damages from the performance bond.

A. OPPORTUNITY FOR CURE NOT REQUIRED. The following administrative charges may be assessed without the need to give the Contractor the opportunity to cure:

(1) Failure to collect missed customers by 7:00 P. M. the same day when given notice before noon, or by 12:00 noon the following day when given notice between 12:00 noon and 7:00 P. M.

$100 per incident, a maximum of
$300 Per truck per day

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(2) Un-handled complaints over 10 in a single month. Which shall mean complaints not dealt with or resolved within the allowable time frame stated in (1) above.

$150 per incident including the first 10

(3) Failure to collect commercial solid waste or recyclables between 7:00 A.M. and 7:00 P.M. and during special events as directed by the City or residential solid waste or recyclables between 7:00 A.M. and 7:00 P.M.

$150 per incident

(4) Failure to replace damaged container-- within five days for commercial customers; 48 hours for residential customers.

$100 per incident

(5) Failure to repair damage to customer's property within seven days.

$350 per incident

(6) Equipment operator not properly licensed.

$500 per incident

(7) Failure to comply with the current schedules and routing maps.

$250 per incident

(8) Failure to complete a route on the regular pick-up day.

$500 per day for each route not completed

(9) Failure to provide proper notification prior to residential route changes.

$250 per day, per route not notified

(11) Failure to provide reasonably clean, safe, and sanitary equipment at beginning of each work schedule.

$500 per incident

(12) Failure to maintain signs stating "Proudly Servicing The City of Holly Hill " on all work vehicles associated with this contract while servicing the City.

$250 per incident

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(13) Name and phone number not displayed on all equipment and containers.

$250 per incident

(15) Failure to report accidents, damage, or spillage to the City immediately and provide a copy of a written report the same day to the City.

$250 per incident

(16) Failure to clean spillage caused from residential or commercial route vehicles leaking from collected garbage. See Section 8, EQUIPMENT, A. TYPE.

$200 per incident

(17) Repeat failure to close gates on dumpster enclosures as well as container lids and locking all locks on commercial customer locations.

$250 per incident

(18) Failure to have the required number of functioning "clamshell" trucks available within the City in accordance with this agreement.

$250 per day

(19) Failure to collect dead animals within two hours of notification.

$100 for every two hours unhandled

(20) Failure to either service or deliver a roll off, either open top or compactor or a commercial front load customer within twenty four hours of such scheduled request made by the customer or the City.

$250.00 for each day unhandled

(21) Failure to enter a resolution of a case entered into the tracking system within the required time.

$150.00 per incident

(22) Placing a toter at a location which does not carry the City name and logo.

$150.00 per incident

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(23) Failure of the Contractor to place all request for services and or incidents into the tracking system immediately upon receiving such request.

$50.00 per incident

(24) Failure to handle waste receptacles carefully, thoroughly empty and return containers or garbage receptacles to original location as per the Contract.

$125.00 per incident.

(26) Using improper equipment or unauthorized (not listed on the equipment Roster) to service commercial or residential Customers.

$500.00 per incident.

(27) Failure to provide proper notification prior to Residential Route changes.

$250.00 per incident

(28) Failure to provide promotional and educational materials, activities, advertisements and civic awareness programs annually as per the Contract/ Amendment requirements.

$500.00 per year

(29) Contractors failure to provide the quantity of approved roster equipment within the City during the required collection days.

$250.00 per incident

B. OPPORTUNITY FOR CURE REQUIRED. The following administrative charges may be assessed only (i) after the City has given Contractor notice and a reasonable opportunity to cure, or (ii) where the violation is a repeat violation (i.e., Contractor has previously failed the specific item listed at least once within the past 12 months and the City has previously provided Contractor notice of such failure): any cure provided by the Contractor must be within ten (10) days from notification or the administrative charge assessed will be implemented.

(1) Failure to maintain office hours as required.

$200 per incident

(2) Failure to provide documents and reports in a timely and accurate manner as per agreement. The required reports also

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includes the monthly reporting of all waste and recycling collected by weight in tonnages by each category and all commercial mechanically emptied container customers who have had overloaded containers.

$250.00 per incident

(3) Failure to cover materials, if appropriate, on all collection vehicles.

$250 per incident

(4) Failure to comply with requested employee roster, proper uniforms, and employee identification and safety equipment as per agreement.

$150 per incident

(5) Failure to respond to complaints and customer calls in a timely and appropriate manner as per the "customer service policy" provided to the City from the Contractor.

$200 per incident

(6) Failure to follow established reporting operation or administrative procedures.

$150 per incident

(7) Failure to provide monthly tonnage and recycling data reports.

$250 per incident

(8) Loaded vehicles left standing on street unnecessarily.

$150 per incident

(9) Failure to drive in the proper direction.

$100 per incident

(10) Commingling solid waste with vegetative waste, recyclable materials, c & d materials or other waste material.

$250 per incident

(11) Failure to report recycling activity monthly in the format determined by the Contractor, for the purpose of tracking and verifying City wide recycling activity.

$100 per incident

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(12) Causing skid marks or spillage marks on roadways, private driveways, or any thoroughfare within the service area.

$150 per incident

(13) Causing hydraulic spills or leaks as well as any other fluids having potential to damage or stain asphalt, concrete, or other roadway surfaces.

$500 per incident

Each complaint shall be considered legitimate, unless satisfactory evidence to the contrary is furnished to the Public Works Director by the Contractor. The decision of the Public Works Director shall be final. On-site inspection will be provided by the City to determine the legitimacy of disputed complaints.

This provision shall not limit other contract claims or remedies that the City may have against the Contractor under this Contract.

SECTION 15 - CITY ORDINANCES

Nothing contained in any ordinance of the City now in effect or hereafter adopted pertaining to the collection of garbage and trash shall in any way be construed to affect, change, or modify or otherwise alter the duties, responsibilities, and operation of the Contractor in the performance of the terms of this Contract. It is the intention hereof that the Contractor be required to perform strictly the terms of this Contract, regardless of the effect or interpretation of any municipal ordinances which in any way relate to garbage and trash. Contractor acknowledges receipt of a current version of Chapter 54 - SOLID WASTE of the City Code, which is incorporated herein by reference.

SECTION 16 - AMENDMENTS

The City shall have the right to amend this Contract from time to time as necessary to comply with federal, state, and local laws and regulations, as amended from time to time. Such amendments shall take effect within 30 days of the Contractor's receipt of the written amendment.

All other amendments require the mutual consent of both Parties and the approval of the Holly Hill City Commission .

SECTION 17 - NOTICES

A. To Whom Required. All notices authorized or required to be

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provided pursuant to this Contract will be provided to the Party's representative designated below, unless and until notice is provided in accordance with this Section to provide such notice to a different person.

If to Contractor:

Timothy Dolan, Regional Vice President
And
Kenneth DeForest, District Manager
Waste Pro of Florida, Inc.
3705 St. Johns Parkway
Sanford FL 32771

If to the City:

Joseph Forte, City Manager
The City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

B. Manner of Service. Service of notices to the representatives designated pursuant to Section A immediately above will be deemed completed when actually delivered; or when sent by a nationally-recognized delivery service for overnight delivery within two business days thereafter; or when transmitted to a receiving fax machine within two business days thereafter, provided that a hard copy is sent within two days after the fax is sent; or within 10 days after being sent by U.S. mail, registered or certified, return receipt requested or E-Mail

SECTION 18 - ASSIGNMENT AND CHANGE OF CONTROL

A. CITY APPROVAL REQUIRED. Neither this Contract, nor any portion thereof, shall be assigned except with the prior written consent of the City Commission, which may be withheld for any reason. No such consent will be construed as making the City a party of or to such assignment, or subjecting the City to liability of any kind to any subcontractor. For purposes herein the term "assignment" includes (i) the subcontracting of a substantial portion of the services required herein, including the Contractor's responsibilities under the operation agreement attached hereto; or (ii) a one-time charge of 25% or more in ownership or controlling interest of Contractor, or (iii) a cumulative change of 50% or more in the ownership or controlling interest of Contractor.

The term, assignment, includes all of the foregoing regardless of whether such changes are direct or indirect, bargained for or accomplished by gift or voluntary or involuntary. The term also includes all of the foregoing where they are effected by merger;

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but the term excludes any transfer effected by a public offering issuance which either changes the Contractor status from a privately held corporation to that of a publicly held corporation or which is intended to provide additional capitalization for the Contractor, provided the public offering does not result in a change in Contractor's management personnel.

For any proposed assignment, the City will be entitled to an assignment review fee. For the first proposed assignment the assignment review fee will be $25,000. For each proposed assignment thereafter, the assignment review fee will be $50,000.

The City may impose reasonable conditions on approval of an assignment such as requiring an increase in the amount of bonds, requiring increased levels and types of insurance coverage, and other requirements designed to ensure that the assignee has the technical and financial capacity to provide the work required herein.

B. CERTAIN TEMPORARY ASSIGNMENTS PERMITTED. The foregoing notwithstanding, in the event of any strike, lockout, labor trouble, or dispute involving the Contractor, the City agrees to fully cooperate with the Contractor in any temporary assignment or subcontract as may be necessary to continue to provide the services required by this contract. Under this provision there will be no transfer fee as stated in sub-paragraph (a) above, but in no event will the transfer under this provision exceed 90 days.

C. CONTRACTOR REMAINS LIABLE. No assignment or subcontract shall, under any circumstances, relieve the Contractor of the liabilities and obligations under this Contract, and despite any such assignment, the City shall deal through the Contractor. Subcontractors shall be dealt with as employees and representatives of the Contractor and, as such will be subject to the same requirements as to character and competence as are other employees of the Contractor.

SECTION 19 – MISCELLANEOUS PROVISIONS

Beginning October 1, 2016, all public services contracts must now contain the following statement in 14-point boldfaced type:

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 CUSTODION OF PUBLIC RECORDS AT 386-248-9441 OR 1065 RIDGEWOOD AVE, HOLLY HILL, FLORIDA 32117

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A. SEVERANCE. If any article or section of this Contract should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract or the application of such article or section to persons or circumstances other than those to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

B. LAWS GOVERNING; VENUE. The laws of the State of Florida shall govern this Contract and the venue for any litigation arising out of the contract shall be in Volusia County, Florida.

C. PARTIES TO BEAR COSTS. In the event of litigation arising out of or interpreting the terms and conditions of this Contract, each party shall bear its own attorney's fees and costs except where specifically provided otherwise herein.

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

E. INDEPENDENT CONTRACTOR. It is expressly agreed and understood that the Contractor is, in all respects, an Independent Contractor as to the work not withstanding in certain respects the Contractor is bound to follow the direction of designated City officials, and that the Contractor is in no respect an agent, servant, or employee of the City. The contract specifies the work to be done by the Contractor, but the method to be employed to accomplish this work shall be the responsibility of the Contractor, unless expressly provided otherwise herein.

F. CONTACTOR TO PAY ALL TAXES. The Contractor shall pay all federal, state, and local taxes, to include sales tax, social security, workers' compensation, unemployment insurance, and other required taxes which may be chargeable against labor, material, equipment, real estate including the property leased hereunder, and any other items necessary to and in the performance of this Contract.

G. CANCELLATION OR ANNULMENT OF CONTRACT. The Contractor and the City recognize that it is of paramount importance that the required services be performed diligently. If the Contractor fails to begin work at the time specified, or fails to perform such services with sufficient number of workmen and sufficient and adequate equipment to insure the proper and substantial

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performance of said refuse collection work, or performs the work unsuitably, or discontinues the prosecution of the work or any portion thereof, or for any other cause whatsoever, excepting only acts of God, does not carry on the work as aforesaid, or if the Contractor becomes insolvent or declares bankruptcy or commits any act of bankruptcy or insolvency, or allows any final judgment for the payment of money to stand against him unsatisfied, and if the City, through the Public Works Director, gives notice of such default, and the Contractor or Contractor's surety fail to cure such default within seven days after giving of such notice by the City, then the City Commission may declare this Contract cancelled. Upon declaration of cancellation, the City may, at no cost to the City or compensation to the Contractor, take over the work and take possession, without further notice to the Contractor and without judicial proceedings, of any and all equipment of the Contractor and operate the same in performance of the work and services described in this contract for the un-expired contract Term, or for a period of three months, whichever the City elects; or the City may enter into agreements with others for their performance of the work and services herein contracted for. The City's cancellation of this Contract shall not relieve the Contractor or the surety of liability for failure to faithfully perform this Contract, and in case the expense incurred by the City in performing or causing to be performed the work and services provided for in this Contract exceeds the prices outlined in **Exhibit E**, then the Contractor (and the surety to the extent of its obligation) shall be liable to the City for said amount.

Contractor's surety and performance bond will not be released until such time as the term of this Contract would otherwise have expired.

In the event the City has not cancelled this Contract in accordance with the terms provided above, and there remains a dispute between the Contractor and the City, the Contractor agrees to continue to operate and perform under the terms of this Contract while said dispute is pending, and agrees to continue to operate the system until the final adjudication of the court in the event a suit is filed for injunction or other relief.

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The City of Holly Hill

By: _____
John Penny, Mayor

Attest: _____
Valerie Manning,
City Clerk

Date: 8/23/17

Approved as to legal form:

By: See other Signature page
Scott Simpson,
City Attorney

Waste Pro of Florida, Inc.

By: _____
Timothy Dolan
Regional Vice President

Date: 8/24/17

Attachment: Waste Pro of Florida - Solid Waste Collection Agreement 2017 - 2027 (2025-R-61 : Amendment to the Agreement with Waste Pro)

The City of Holly Hill

By: _____
John Penny, Mayor

Attest: _____
Valerie Manning,
City Clerk

Date: 8/23/17

Approved as to legal form:

By: _____
Scott Simpson,
City Attorney

Waste Pro of Florida, Inc.

By: _____
Timothy Dolan
Regional Vice President

Date: 8/24/17

ORIGINAL ORIGINAL

Scanned with Signature

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EXHIBIT A

City Property – as of Effective Date

Including:

Front End Containers

Toters

Hand Pickup

Recycling

Roll Off

The Contractor will provide services to the City of the listed City owned or controlled properties at no charge to the City outlined in Exhibit B. The Contractor shall furnish containers and collect garbage, trash, used tires, and recycling containers in accordance with the contract of following lists.

City Property to be serviced at no charge to the City

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EXHIBIT B

CITY OWNED OR CONTROLED PROPERTIES

WITH CONTAINER TYPES AND FREQUENCY

CITY YARD

Picked up as needed

1 6 cubic yard dumpster for scrap metal
3 4 cubic yard dumpster:
1 for scrap steel
1 for scrap aluminum
1 for Water Plant for garbage
1 2 yard dumpster for wastewater
1 20 yard dumpster for tires
1 20 yard dumpster for tree debris
2 30 yard dumpster for construction debris

The Contractor shall provide, collect and dispose of the contents in the Roll Offs listed above with the City paying disposal costs (tipping fees) only.

21 96 gallon containers for special events

Picked up 2 times a week

16 96 gallon containers for garbage
1 4 cubic yard dumpster for grit and screenings

HOLLYLAND PARK

Picked up 2 times a week

22 96 gallon containers

CITY HALL ANNEX

Picked up 2 times a week

2 96 gallon containers

CITY HALL & CLUBHOUSE

Picked up 1 time a week

2 4 cubic yard dumpster Picked up 2 times a week

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ORIGINAL ORIGIN

6 96 gallon containers

SICA HALL

Picked up 2 times a week

1 4 cubic yard dumpster YMCA

Picked up 2 times a week

5 96 gallon containers

BOYS AND GIRLS CLUB

Picked up 2 times a week

5 96 gallon containers

FIRE DEPARTMENT

Picked up 2 times a week

4 96 gallon containers

BIG TREE (WAITE) PARK

Picked up 2 times a week

1 96gallon container

PARK AT LPGA & RIDGEWOOD AVENUE

SUNRISE PARK NORTH

Picked up 2 times a week
14 96 gallon containers

SUNRISE PARK SOUTH

Picked up 2 times a week

3 96 gallon containers

ROSS POINT

Picked up 2 times a week

4 96 gallon containers

MILT HALLMAN PARK

Picked up 2 times a week

1 96 gallon containers

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CENTENNIAL PARK

Picked up 2 times a week

5 96 gallon containers

DOG PARK

Picked up 2 times a week

3 96 gallon containers

RIVERSIDE PARK

Picked up 2 times a week

4 96 gallon containers

This service to be provided without charge to the City

The Contractor shall empty all public refuse containers, located on public right-of-ways and used by the general public at least **three (3) times per week** or more often if necessary to assure sanitary conditions, as directed by the Public Works Director or his designee.

Number of permanent sidewalk cans = 20**(30 gallon)** cans, 2 X per week. Containers provided by the City.

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EXHIBIT C

Special Events

Contractor to provide service at no additional charge

In the event the City hosts a City Sponsored event, the Contractor will provide waste collections services to the City. If services exceed $1,000.00, the Contractor may negotiate a collection rate.

The following is a current list of City-recognized Special Events. The City may revise this list from time to time without need for formal amendment of the Contract.

March	Bike Week
March/April	Easter Egg Hunt
April	Civil war Re-enactment
April	Jeep Beach Week
June	Annual Kids on the Hill
August	National Night Out
October	Biketoberfest
October	Annual Trick or Treat
November	Hot Rods on the Hill
December	Christmas Tree Lighting
December	Christmas Parade

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EXHIBIT D

CERTIFICATE OF NON-COLLUSION

PUBLIC ENTITY CRIMES STATEMENT

DRUG FREE WORKPLACE FORM

Attachment: Waste Pro of Florida - Solid Waste Collection Agreement 2017 - 2027 (2025-R-61 : Amendment to the Agreement with Waste Pro)

CERTIFICATION OF NON-COLLUSION

The Proposer being sworn, disposes and says,

_____

_____

The Contractor submitting this and its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this request for proposal.

_____
SIGNATURE (AUTHORIZED)

_____
COMPANY NAME

_____
TITLE

_____
DATE

Attachment: Waste Pro of Florida - Solid Waste Collection Agreement 2017 - 2027 (2025-R-61 : Amendment to the Agreement with Waste Pro)

FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to _____
(print name of public entity)

By _____
(print individual's name and title)

For _____
(print name of entity submitting sworn statement)

Whose business address is

_____

_____

And (if applicable) its Federal Employer Identification Number (FEIN) is _____

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement

_____

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

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

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

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

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

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

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

   _____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1,

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1989.

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

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

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

_____
(Signature)

Sworn to and subscribed before me this ____day of _____, 20__

Personally known_____

OR produced identification_____ Type of Identification _____

Notary Public – State of _____

My Commission expires _____

_____
(Print, typed or stamped commissioned name of notary public)

Attachment: Waste Pro of Florida - Solid Waste Collection Agreement 2017 - 2027 (2025-R-61 : Amendment to the Agreement with Waste Pro)

DRUG FREE WORKPLACE FORM

The undersigned contractor in accordance with the Florida Statue 287.087 hereby certifies that _____ does:

1. Publish a statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, any Available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug free workplace through implementation of Paragraph 1, through Paragraph 5.

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

Date: _____ _____

Signature & Title

Attachment: Waste Pro of Florida - Solid Waste Collection Agreement 2017 - 2027 (2025-R-61 : Amendment to the Agreement with Waste Pro)

EXHIBIT E

Pricing Sheets

COMMERCIAL CONTAINERS

CU YD	PU/WEEK	COLLECTION	DISPOSAL	FUEL	TOTAL
2 Yard	1.00	41.55	18.63	2.22	62.40
	2.00	83.08	37.25	4.46	124.79
	3.00	124.63	55.88	6.68	187.19
	4.00	166.16	74.51	8.91	249.58
	5.00	207.70	93.14	11.14	311.98
	6.00	249.23	111.76	13.37	374.36
	XPU	10.27	4.61	0.55	15.43
4 Yard	1.00	73.87	33.13	3.96	110.96
	2.00	147.75	66.25	7.92	221.92
	3.00	221.63	99.38	11.88	332.89
	4.00	295.50	132.51	15.85	443.86
	5.00	369.82	165.84	19.84	555.50
	6.00	444.16	199.17	23.83	667.16
	XPU	18.25	8.18	0.98	27.41
6 Yard	1.00	122.27	54.83	6.56	183.66
	2.00	240.25	107.73	12.88	360.86
	3.00	360.37	161.60	19.33	541.30
	4.00	480.49	215.46	25.77	721.72
	5.00	600.61	269.33	32.21	902.15
	6.00	720.72	323.18	38.66	1,082.56
	XPU	26.36	11.82	1.41	39.59
8 Yard	1.00	162.95	73.07	8.74	244.76
	2.00	325.90	146.14	17.48	489.52
	3.00	488.83	219.20	26.22	734.25
	4.00	651.76	292.27	34.96	978.99
	5.00	814.70	365.33	43.70	1,223.73
	6.00	977.65	438.40	52.43	1,468.48
	XPU	38.95	17.47	2.09	58.51
T96 Carts	2.00	23.82	2.52	0.42	26.76
VIP Compactor FEL (per cubic yard)		19.97	5.89	0.56	26.42

HOLLY HILL RESIDENTIAL ROLL-OFF
(Plus Disposal as straight pass through to City)

	Per Haul
20YD	205.85
30YD	205.85
40YD	205.85

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HOLLY HILL COMMERCIAL ROLL-OFF
(Plus Disposal as straight pass through to City)

	Per Haul
20YD	205.85
30YD	205.85
40YD	205.85

RESIDENTIAL COMPONENT UNITS

	COLLECTION	DISPOSAL	FUEL	TOTAL
Refuse	7.40	3.09	0.38	10.87
Yard Waste	2.18	0.74	0.39	3.31
Recycling	1.31	0.00	0.24	1.55
Combined Rate	10.89	3.83	1.01	15.73

HOLLY HILL RESIDENTIAL

Residential Cart	15.73
Residential Additional Cart	15.73
Bulk Additional Cubic Yard collected	4.97
White Good collected	4.97

OTHER MISCELLANEOUS CHARGES

Wheels/Casters	0.00
Locking Lids	10.00

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EXHIBIT F

TRANSISTION OF SERVICE, TIMELINE AND CONTRACTOR'S TRANSITION PLAN

TRANSITION OF SERVICE TIMELINE, CONTRACTOR'S TRANSITION PLAN

TRANSITION OF SERVICE:

(a) Contractor is responsible for providing a smooth transition in services to minimize inconvenience to residential customers. To accomplish this objective, the Contractor must submit a Transition Plan to the City on or before August 25, 2017. The plan includes a detailed description of how implementation of the Contractor's collection services will be accomplished, and must meet the approval of the Public Works Director.

(b) Specific performance requirements during the transition period include, but are not limited to, the following:

August 29, 2017 Contractor and City hold first Transition Planning meeting.

September 10, 2017 Contractor submits documentation that all necessary vehicles, equipment and containers have been ordered and will be delivered to Contractor's yard no later than September 1, 2017.

August 28, 2017 Contractor ensures that all vehicles, equipment, and containers necessary to provide collection services have been ordered by the Contractor and shall verify with MSO's and Purchase orders. The Contractor's will provide an inventory of vehicles and equipment to the City.

September 1, 2017 Contractor submits a Post-Disaster Response Plan to the City.

August 28, 2017 Contractor shall begin distributing Contractor supplied brochures or other materials informing residential customers concerning the recycle rewards programs and any changes in collection services and schedules.

Contract shall be prepared to start the scope of work provided for within the contract September 1, 2017.

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EXHIBIT G

CHAPTER 54 CITY CODE OF ORDINANCES

Chapter 54 - SOLID WASTE[1]

Footnotes:

--- (1) ---

Editor's note— Ord. No. 2854, adopted Sept. 22, 2009, amended Ch. 54 to read as set out herein. Former Ch. 54 pertained to similar subject matter and derived from Code 1984, §§ 12-1—12-12; Ord. No. 2437, § 1, adopted Sept. 24, 1996; Ord. No. 2486, § 1, adopted Nov. 11, 1997; and Ord. No. 2736, § 1, adopted Aug. 23, 2005.

Cross reference— Code enforcement, § 2-116 et seq.; utilities, ch. 70.

State Law reference— Municipal Home Rule Powers Act, F.S. ch. 166; user fees authorized, F.S. § 166.201.

Sec. 54-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning unless defined under Florida Statute which shall override any definition below and any change to Florida Statute shall be the current definition for purposes of this chapter:

Bulky waste means and includes large pieces of furniture, bedding, household appliances, tree stumps, limbs and similar items which are too large to fit in a waste container.

Garbage means and includes parts of animals or vegetables which will decompose, including food waste; also, food and beverage containers, whether paper, metal or glass.

Hazardous waste is as defined by the U.S. Environmental Protection Agency and/or the state department of environmental regulation.

Industrial waste means and includes waste resulting from the manufacture, assembly or distribution of products or goods generated by a business.

Recycled materials means and includes products such as aluminum cans, metal, plastic bottles coded 1, 2 or 3 at the bottom, newspapers, cardboard, magazines, paper, glass and other such materials as mutually agreed upon in writing by the city manager or his designee.

Yard waste means and includes discarded vegetative products generated outside of a residence or business, including lawn clippings, tree trimmings, tree branches and leaves and tree stumps.

Construction and demolition debris as defined by F.S. § 403.703(6).

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Franchise fee means and includes the amount of money which the franchisee shall be obligated to pay to the city for exclusive contract rights as defined in this chapter and the franchise agreement. The franchise fee shall not be separately listed on any invoices.

Franchisee means and includes the person who or which is awarded a franchise for solid waste or recyclables collection services by the city to perform the work or services, or to furnish materials or equipment by performing collection, transport and disposal services under the provisions of a franchise agreement and this chapter.

Non-exclusive franchisee means and includes the person who/which holds a nonexclusive permit to collect, transport and process construction and demolition debris.

Person means any person or entity of whatsoever type or nature.

Roll-off container means and includes a large metal or plastic box normally used for construction and demolition debris or other large amounts of solid waste and yard trash, usually of the ten, 20, 30, or 40 cubic-yard size, which are lifted by mechanical means which roll-offs may be either open top or enclosed compaction type.

Service area means and includes the city limits of the City of Holly Hill, Florida.

(Ord. No. 2854, 9-22-09; Ord. No. 2921, § 1, 8-28-12)

Sec. 54-2. - Enforcement officer designated.

The public works director or his designee is hereby authorized and directed to enforce all of the provisions of this chapter and all rules and regulations adopted under this chapter.

(Ord. No. 2854, 9-22-09)

Sec. 54-3. - Adoption of rules and regulations.

The public works director shall develop rules of operation concerning the collection and disposal of solid wastes under this chapter. Such rules shall be consistent with and implement the provisions of this chapter. Rules of operation adopted hereunder shall become effective upon their adoption by resolution of the city commission.

(Ord. No. 2854, 9-22-09)

Sec. 54-4. - Unlawful tampering with or moving garbage, recycled materials, yard waste or containers therefore.

It shall be unlawful for persons other than the lawful owner, a person with permission or consent of the lawful owner, municipal employees engaged in the collection of garbage, recycled materials or yard waste and the persons licensed by the city to collect garbage, recycled materials or yard waste, to enter, tamper with, examine, move or disturb garbage or yard waste, or containers placed or deposited for collection, including recycle containers and dumpsters.

(Ord. No. 2854, 9-22-09)

Sec. 54-5. - Food, beverage establishments to supply garbage and recycled materials containers.

Establishments selling food, beverages or other products which may be consumed or used by customers while on the exterior of the establishment premises shall place public garbage containers at convenient locations upon the exterior of such establishment premises. Failure to comply with the foregoing is hereby declared to be unlawful and punishable in accordance with section 1-15.

(Ord. No. 2854, 9-22-09)

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Sec. 54-6. - Collection.

To be eligible for municipal collection, all solid waste shall be subject to and conform with the following:

(a) All yard waste shall be separated by the customer from garbage, rubbish and other wastes prior to collection by the city. Any waste which has not been separated as required herein shall not be collected by the city.

(b) All garbage and recycled materials shall be placed in containers provided by the city. All garbage must be bagged prior to being placed into the containers.

(c) Yard waste shall be placed in containers provided by the customer. Acceptable containers include metal or plastic cans, plastic bags, cardboard boxes or paper bags, provided that the bags or boxes are not over 30-gallon capacity and do not weigh more than 60 pounds. The cans, bags or boxes shall be strong enough to support the weight of the contents without tearing, ripping or breaking. Should a can, a bag or a box tear, rip or break causing the contents to spill, it shall be the responsibility of the customer to immediately clean up the spillage. Where yard waste, such as limbs, cannot be placed into a container, it shall be cut into pieces no longer than five feet in length weighing not more than 60 pounds.

(d) Construction materials generated by a contractor or person performing work for compensation shall be disposed of by obtaining a roll off through the city or by hauling the material to a licensed disposal site.

(e) Construction materials generated by a homeowner possessing a valid building permit and performing the work himself shall be picked up by the city, provided that the total amount of materials does not exceed five cubic yards for each building permit. For any quantity exceeding one yard the homeowner will be billed at the service fee in effect. Where the total volume exceeds five yards, the homeowner must obtain a roll off through the city.

(f) Hazardous waste shall be disposed of be each generator of the waste in accordance with applicable county, state and federal regulations.

(g) Yard waste, bulky waste, recycled materials, construction materials (where permitted) and garbage containers shall be placed in an orderly fashion within five feet of the street right-of-way, not within the traveled portion, for the purpose of collection. It shall be unlawful to allow any of the above materials to remain at the street curb or front yard beyond the day of collection, and such materials shall not be placed at the street curb or front yard until after sundown of the day prior to collection. It shall be unlawful for any person to deposit garbage in any place within the city limits except as may be specifically authorized herein.

(h) It shall be unlawful for any person to place any garbage, refuse, rubbish or yard waste on city-owned property, unless such city-owned property is immediately adjacent to and abutting upon the property of the person generating such garbage, rubbish, refuse or yard waste to be so placed.

(Ord. No. 2854, 9-22-09)

Sec. 54-7. - Commercial dumpsters.

(a) The public works director or his designee shall determine the method of collection for all customers other than single-family residences, i.e., containers or dumpsters, in accordance with the following:

(1) Efficiency of collection by any designee of the municipality based upon site location and vehicle access.

(2) History and extent of overfilling, spillage and sanitary condition of site.

(b) Screens shall be required around both existing and new dumpsters where necessary to prevent public view of spillage or unsanitary conditions. Such screens shall be maintained in good repair.

(c) Customers utilizing dumpsters shall be responsible for maintaining the dumpster site in a clean and sanitary condition, which shall include disposal of spillage caused by overfilling.

(Ord. No. 2854, 9-22-09)

Sec. 54-8. - Disposal of animal droppings.

It shall be unlawful for any person to place animal droppings out for collection in their normal garbage pickups. This shall be disposed of in accordance with section 10-42.

(Ord. No. 2854, 9-22-09)

Cross reference— Animals, Ch. 10.

Sec. 54-9. - Collection and disposal service fees.

(a) *Service fee.* The service fee to be charged for collection and disposal of solid waste shall be determined by resolution of the city commission. The city commission shall review the adequacy of such fees not less frequently than once per year and shall establish fees which are adequate to cover all capital expenditures and operating expenses required for the collection and disposal of solid wastes by the city.

(b) *Persons liable.*

(1) All developed single-family residential properties shall be levied the special assessment provided for herein even if the property is not occupied. Vacant single-family properties still generate garbage, rubbish and yard waste because these properties have yard maintenance that occurs.

(2) The fact that any place of business is occupied shall be prima facie evidence that garbage, rubbish or yard waste is being produced and accumulated upon such premises and that fees for the collection and disposal thereof are due the city.

(3) In case of all buildings situated in all areas of the city, it shall be the responsibility and liability of the owner thereof to pay the proper service fee. A commercial establishment in the same building with a residential unit or with another commercial establishment, even though under the same ownership, shall not be considered a part of such residential unit or other commercial establishment but shall be treated as a separate commercial establishment upon which a separate waste fee shall be due. The operator of a principal business on a premise shall be considered as the operator of any leased department conducted as a part of or along with the principal business for the purpose of fixing responsibility of paying the necessary service fee and furnishing the necessary garbage containers. Stores, etc., should paint their names and street numbers on their containers to prevent theft and use by others.

(c) *Responsibility for payment.* The service fee required and imposed hereby is the sole responsibility of the owner, lessor or operator of the building, and nothing contained in this chapter is to be construed or interpreted so as to impose the responsibility and liability for the payment of the same upon the residential tenant or occupant of any motel or apartment house.

(d) *Establishment of special assessment district.* The City of Holly Hill in its entirety, as its city boundaries exist on the date of enactment of this section and as they may be expanded or contracted from time to time, is hereby declared a special-assessment district for the purposes of collecting the base sanitation collection fee for a developed single-family residence. It is the intent of the city that this non-ad valorem assessment be levied the first time for the 2011/2012 fiscal year and every fiscal year thereafter.

(e) *Levy of non-ad valorem assessments.* There is hereby levied a non-ad valorem assessment against each and every developed single-family residential property in the city a base sanitation collection fee as established by resolution adopted by the city commission.

(f) *Collection of non-ad valorem assessments.* The city commission elects to use the uniform method to impose and collect non-ad valorem assessments. The non-ad valorem assessments collected pursuant to this section will be included in the combined notice for ad-valorem taxes and non-ad valorem assessments as provided in F.S. § 197.3635. Non-ad valorem assessments collected

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pursuant to this section are subject to all collection provisions in F.S. § 197.3632, including provisions relating to discount for early payment, prepayment by installment method, deferred payment, penalty for delinquent payment, and issuance and sale of tax certificates and tax deeds for nonpayment.

(g) *Agreement to reimburse the Volusia County Property Appraiser and the Volusia County Tax Collector.* In order to use the uniform method for the levy, collection, and enforcement of the non-ad valorem assessments, the city is authorized to enter into a written agreement with the Volusia County Property Appraiser and the Volusia County Tax Collector providing for the reimbursement of their costs incurred in the administration and collection of the non-ad valorem assessments levied under this section.

(h) *Adoption of a resolution.* The city will comply with all statutory notice prerequisites set forth in F.S. § 197.3632. The city council will adopt a resolution at a public hearing prior to January 1, 2011, in accordance with F.S. § 197.3632(3), which resolution shall state the following:

(1) The city's intent to use the uniform method of collecting non-ad valorem assessments.

(2) The city's need for the imposition of the non-ad valorem assessments.

(3) The entire city is declared a special-assessment district, with developed, single-family residential properties being subject to the special assessment.

(i) *Transition.* The city shall continue to levy the base monthly sanitation collection fee for developed, single-family residential homes through the month of September 2011 for the 2010/2011 fiscal year. Commencing in October 2011 for the 2011/2012 fiscal year, and each fiscal year thereafter, the city shall stop the monthly collection of base sanitation collection fees for developed, single-family residential homes and shall collect said base sanitation collection fee by the special assessment.

(j) *Sanitation service fees for non-single-family residences.* For all sanitation service other than the base single-family residential service collected by special assessment, the city shall continue to levy and collect the monthly service fee as established by the city commission by resolution. All such sanitation collection fees due the city shall be included in the city utility bill which is rendered monthly. No discount shall be allowed for prompt payment thereof. If any bill shall not be paid before the 20th day following the original date of billing, a charge equal to 15 percent of the amount of the monthly service charge shall be added thereto. If any bill shall not be paid within 30 days of the original date of billing, all utility services shall be discontinued to the premises.

(k) *Special assessment liens.* All charges levied by this chapter shall constitute and are hereby imposed as special assessment liens against the real property aforesaid and, until fully paid and discharged, shall remain liens equal in rank and dignity with the city ad valorem taxes and superior in rank and dignity to all other liens, encumbrances, titles and claims in, to or against the real property involved. Such special assessment liens ;b0;for service charges shall be enforced by any of the methods provided in F.S. ch. 86, or, in the alternative, foreclosure proceedings may be instituted and prosecuted under the provisions of F.S. ch. 173, or the collection and enforcement of payment thereof may be accomplished by any other method authorized by law.

(l) *Waiver of fees.* The city commission is hereby authorized to waive the collection of garbage fees from customers of the city upon the city commission determination, based upon the report of the city finance director, that such waiver shall not affect the financial integrity of the general fund of the city.

(Ord. No. 2854, 9-22-09; Ord. No. 2867, § 1, 4-27-10)

Sec. 54-10. - Franchises/non-exclusive franchises.

(a) *Franchises.*

(1) All solid waste generated and accumulated within the city limits of the city, by both residential and commercial properties, shall be collected and removed by a city franchisee except as otherwise specifically provided in this chapter.

(2) All residential recyclables generated and accumulated within the corporate boundaries of the city shall be collected and removed by the franchisee as otherwise provided in this chapter. The city's

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scope of authority relating to recovered materials is as set forth in F.S. § 403.7046, and other controlling law.

(3) No owner, occupant or other person having control of a property shall collect or remove, or cause to be removed any solid waste generated on such property except by utilizing the franchisee or as otherwise provided in this chapter.

(4) No person may collect or transport solid waste or recyclables except as provided in this chapter.

(5) This section applies to all persons except those utilizing their personal passenger cars, station wagons or pick-up trucks of one ton or less capacity to transport items from a residence owned by the person to a solid waste or recycling facility.

(2) *Franchise agreements.*

(1) The city may enter into an exclusive or non-exclusive franchise agreement or agreements with any person to provide for residential and/or commercial solid waste and recyclables collection services within the city except as may be proscribed by state law. Each franchise agreement shall contain such terms and conditions as prescribed and set forth in the procurement documents of the city and shall be awarded in accordance with the procedures of the city commission as may exist from time-to-time.

(2) This chapter herein sets forth the conditions for the grant of exclusive or non- exclusive right, privilege and franchise to provide solid waste and recyclables collection services within the city.

(3) Any franchise granted under the provisions of this chapter shall include the right to operate collection vehicles on the public streets of the city and to conduct a solid waste and recyclables collection business within the city.

(4) This chapter grants no independent authority to operate a solid waste or recyclables collection services business to any person. Such a grant can only be made by the award of a city solid waste or recyclables franchise agreement to a specific franchisee who has complied with the provisions of this chapter.

(5) If a franchisee has entered into a contract with the city to perform the services set forth herein, no other solid waste or recyclable collector shall be permitted by the city to provide solid waste or recyclables collection services within the city, except for services not covered under the franchise agreement. Franchise agreements may either be exclusive or non-exclusive based upon the nature of the procurement activity initiated by the city.

For reasons of this chapter, non-exclusive franchise agreements may be entered into by the city to provide construction and demolition debris collection and disposal, which will include land clearing and professional tree removal experts.

(6) The franchisee shall maintain an insurance policy issued by a Florida licensed insurance company for public liability and property damage in the amounts as specified in the franchise agreement. The city shall be named as an additional insured and the policy shall provide that the city shall be provided at least 30 days written notice prior to cancellation or modification. Throughout the duration of the franchise agreement, the franchisee shall supply the city with a renewal or replacement certificate of insurance not less than 30 days before expiration or replacement of the insurance for which a previous certificate has been provided. Failure to maintain insurance shall be a per se breach of the franchise agreement.

(7) Persons or entities desiring construction and demolition debris collection services franchises shall complete and submit to the city an application form, together with the franchise fee in an amount to be set by resolution. The form of the application shall be prescribed by the city manager. Upon receiving the completed application form and application fee, the city manager or his/her designee will review for approval or non-approval. The city may deny the application, or approve it with or without reasonable conditions. Franchises are renewable annually which requires approval by the city commission. The franchise fee shall be set by resolution and shall be prorated on a monthly basis.

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(c) *Franchise fee and related financial matters.*

(1) The franchisee shall pay to the city a franchise fee. The amount of the franchise fee, the terms and conditions of payment of the franchise fee and the minimum guaranteed franchise fee shall be established at the time of the award of a franchise agreement. The franchise fee shall not be listed as a separate item on invoices. The books and records of the franchisee shall be subject to audit by the city upon not less than five days demand by the city at all reasonable times within the city for the purpose of determining the amount of franchise fees due to the city. Said books shall not generally be audited more than two times per year or at a greater frequency except to the extent that said audits are deemed necessary by the city for the purpose of validating franchise fees due to the city or to ensure compliance with law.

(2) Franchise fees may be adopted by city resolution and may be charged in accordance with the same or the provisions of the franchise agreement. Franchise fees may be a percentage of the gross revenue for one or more types of solid waste or recyclables collection whether or not service is provided under the franchise agreement. Franchise fees may also be established in the course of procurement activities of the city.

(3) For any services required to be performed under a franchise agreement, the charges by the city to the recipients of the solid waste and recyclables collection services shall be as set forth by city resolution or in a franchise agreement resulting from the city's procurement activities.

(d) *Duties of franchisees.*

(1) The franchisee shall perform, at a minimum, the following:

a. Collect and remove all properly contained or bundled solid waste and all special wastes generated by customers within the city requiring such services, except as otherwise provided in this chapter and pursuant to the terms and conditions of the franchise agreement.

b. Carry out and perform all provisions of the franchise agreement.

c. Allow city to conduct a financial audit performed by a certified public accountant in accordance with generally accepted accounting principles, whenever determined necessary by the city relative to the provisions of a franchise agreement.

d. Provide access to the city, upon reasonable notice, full access to all records with respect to the franchise agreement.

e. Allow the city to inspect any and all vehicles and equipment used.

f. Devote sufficient personnel, time and attention to work required under a franchise agreement.

g. Ensure that no person convicted of a crime involving illegal drugs, violence, or a weapon or is a sex offender is employed to work within the city.

h. Ensure that all employees are safe drivers with clean driving records, except for non-moving offenses.

i. Provide for a system of random drug and alcohol testing of employees and to provide a written policy instituting such activities to the city which policy shall be subject to the reasonable approval of the city.

j. Comply with all applicable federal, state, county and city laws, rules, regulations and ordinances.

k. Assist the city in complying with state law relative to recycling.

l. Dispose of solid waste on at a facility approved by the city.

m. Operate only between the hours of 7:00 a.m. until 7:00 p.m. on Mondays through Saturdays and, absent approval by the city manager, not engage in any collection at any time on Sundays; provided, however, that when commercial containers are emptied by mechanical

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means, such activity may only occur after 7:00 a.m. and before 7:00 p.m. Mondays through Saturdays if the container is located within 150 feet of any residence. The city manager shall have, at his sole discretion, authority to allow collection times to begin earlier and run later and allow collections on Sunday for special circumstances. These special circumstances shall include but not be limited to the following: special events, emergency situations, natural or manmade disasters, route changes due to temporary road closures or other circumstances as determined by the city manager.

n. Not unduly interfere with vehicular or pedestrian traffic while conducting operations.

o. Operate in a manner which does not cause a nuisance or undue noise.

(2) It is prohibited and unlawful to violate the provisions of this section.

(e) *Transferability.*

(1) No franchise agreement shall be transferred or assigned to another person without first obtaining the written and formal approval of the city manager.

(2) Applications for a transfer must be in writing and provide the city manager with such information as he or she may determine to be reasonably necessary and each application shall be accompanied by the annual fee in the amount established by resolution adopted by the city commission.

(f) *Vehicles.*

(1) All solid waste and recyclables collection vehicles operating in the city shall be clearly marked with the name of the franchisee and the franchisee's telephone number.

(2) All trucks, trailers, and other vehicles used to collect, transport and dispose of solid waste or recyclables in the city or to transport solid waste or recyclables over any public roadways in the city shall:

a. Be constructed as watertight as possible to limit the escape of water or other fluids from the vehicle.

b. Be fully enclosed or covered so as to prevent the escape of any solid waste or recyclables. The vehicles shall be packer-type vehicles and the cover may be net mesh not greater than 1½ inches, tarpaulin or fully enclosed metal.

c. Be washed thoroughly on the inside of the body and sanitized with an effective disinfectant and deodorant at least daily.

d. Be washed thorough on the exterior of the body at least weekly.

e. Comply with all local, regional, state and federal roadway weight limits.

f. Comply with all local, regional, state and federal laws, rules and regulations applicable to such vehicles.

(g) *Insurance and bond requirements.* The city commission of the City of Holly Hill hereby enacts a new section of the Code of Ordinances of the City of Holly Hill to read as follows:

(1) Franchisees are authorized under this section to aid the city in fulfilling its responsibility for providing an adequate, safe and sanitary system of collecting, transporting and disposing of refuse from buildings and establishments which are not covered by the city franchisees' solid waste and recyclables collection services franchise agreements.

(2) All solid waste or recyclable collection franchisees who are issued a franchise shall secure and maintain a public liability insurance policy in the amount of not less than $1,000,000.00 for one person injured, and $5,000.000.00 for more than one person injured, and property damage liability insurance of not less than $5,000,000.00. Evidence of such insurance shall be deposited with the city clerk, or designee, prior to issuance of the franchise. The franchisee shall maintain an insurance policy in place issued by a licensed insurance company permitted to do business in the

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State of Florida for a public liability and property damage in the amounts specified. The city shall be named as an additional insured, and the policy shall provide that the city shall be provided at least 30 days' written notice prior to cancellation or any modification. Throughout the duration of the franchise, the franchisee shall supply the city with a renewal or replacement certificate of insurance not less than 30 days before expiration or replacement of the insurance for which a previous certificate has been provided. Failure to maintain insurance shall be a per se breach of the franchise.

(3) Each franchisee, at the time of issuance of the franchise, shall furnish a performance bond at a minimum in the sum of $10,500.00. Said bond may be either a cash bond or surety bond with a good and sufficient surety approved by the city commission. The obligation of said bond shall be the franchisee's guarantee of faithful performance of and compliance with all requirements of this chapter and all other applicable laws.

(h) *Penalties/violations/interpretation of ordinance/reconciliation with franchise agreement/charges.*

(1) Any person violating any of the provisions of this chapter shall be punished as provided by the City Code of Ordinances or other applicable state or federal laws.

(2) All persons participating in, or contributing to, a violation of this chapter shall be in violation.

(3) The city may engage in any other code enforcement activities and processes, as it deems appropriate under the circumstances, and may seek judicial and administrative remedies as deemed appropriate by the city.

(4) Should any franchisee be found by the city manager, after notice and an opportunity to be heard, to be in violation of the terms and conditions of this chapter then the city manager may suspend or revoke the franchise and take appropriate actions to protect the public health safety and welfare unless such franchise was awarded by the city commission then any revocation shall be handled by the city commission.

(5) Each act of violation of this chapter shall constitute a separate violation.

(6) This chapter shall be interpreted in conjunction with any franchise agreements entered, and permits issued, by the city.

(7) The city commission may deviate from the provisions of this chapter in entering a franchise agreement as to technical solid waste and recyclables collection matters relating to franchisees operating within the city.

(8) In the event that this chapter and a franchise agreement conflict, the provisions of the franchise agreement shall prevail. In the event that the provisions of this chapter and the franchise agreement have equivalent effect, those provisions may be enforced by the city either as a matter of contract or as a matter of code enforcement regulatory authority. In the event that a provision of this chapter is applicable and no similar provision is set forth in the franchise agreement, the provisions of this chapter shall be applicable.

(Ord. No. 2921, § 2, 8-28-12; Ord. No. 2966, § 2, 1-26-16)

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General Summary

1. Extension of Contract Term (Section II)

- The contract is extended **12 years**, from **October 1, 2025, to September 30, 2037**.
- Contract may be **renewed for additional 10-year terms** by mutual agreement.
- Upon termination or expiration, **all City-branded toters become City property**, and **route data must be provided** 30 days in advance.

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2. Updated Definitions (Section I)

- New terms like **Excessive Bulky Waste**, **Excessive Yard Waste**, **Overloaded Container**, **Toter**, and **White Goods** are added.
- The definition of **Bulky Waste** is clarified and excludes items such as white goods and construction debris.

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3. Tracking and Complaint System (Section IV)

- Contractor must use the City's **cloud-based electronic tracking system** for logging complaints, service issues, and non-collections.
- System must have a **mobile app** and be accessible to customers.
- Cost of the system is **deducted monthly** from contractor payments and is subject to **CPI-based adjustments**.

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4. Revised Bulky Waste and Yard Waste Policies (Sections VI & IX)

- Contractor collects up to **4 cubic yards per week** of bulky or yard waste.
- Excess requires tagging, notification, documentation via photo, and **coordination for paid Special Collection** or **City abatement**.
- Applies also to **vacant lots** adjacent to residential properties.

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5. Monthly Reporting Requirements (Section III)

- Contractor must submit detailed monthly reports by the **15th** including:
  - Tonnage by route
  - Commercial toter and dumpster service listings
  - Compactor service data

Attachment: General Summary of Waste Pro Amendment 2 (2025-R-61 : Amendment to the Agreement with Waste Pro)

6. Special Collection Procedures and Revenue Sharing (Section XIV)

- Contractor may perform **Special Collections** for excluded materials (e.g., excessive waste, white goods) at customer's request.
- Must **report revenue** and **remit 20%** of gross special collection revenue to the City monthly.

7. Changes to Commercial Waste Rules (Section XI & XII)

- Contractor **not required to collect** non-containerized commercial bulky waste or yard waste unless arranged as a **Special Collection**.
- Overflowing or overloaded commercial containers are **subject to charges**.
- Contractor must report unsanitary conditions and tag waste not collected.

8. CPI-Based Rate Adjustments & Stabilization Increases (Section XX)

- **Annual CPI adjustments** limited to **5% max**; overages roll forward to future years.
- Specific **stabilization increases** added before CPI is applied (e.g., $1/unit for residential, $12/haul for roll-off).
- Adjustments apply from **FY 25/26 through FY 28/29**.

9. Recycling Policy Flexibility (Section XVI & XIX)

- If no viable recycling market exists, the City may **commingle recycling with refuse**.
- In such cases, parties must **negotiate new fees** or the Contractor may **terminate the contract with 365 days' notice**.

10. Vehicle and Container Requirements (Sections XXIII–XXVI)

- Contractor must **replace vehicles older than 10 years** over a 3-year schedule.
- Front-load dumpsters: **plastic for 2-4 yards**, **metal for 6-8 yards**.
- Containers must have **inspection/replacement schedules** every 36 months and visible labeling of service date and size.

11. Enhanced Services for Disabled Residents (Section VII)

- Alternative collection locations (e.g., back door or garage) are available for **approved disabled customers** with documentation.

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12. City Oversight & Dispute Resolution Rights (Sections XX, XXI)

- The **Public Works Director** has authority to:
  - Mediate disputes over excessive waste
  - Approve changes to collection schedules
  - Approve vehicle replacement plans
- Contractor may request **rate increases** for unusual cost changes; denial may trigger **termination rights** after mediation.

Attachment: General Summary of Waste Pro Amendment 2 (2025-R-61 : Amendment to the Agreement with Waste Pro)

SECOND AMENDMENT TO THE CONTRACT FOR SOLID WASTE COLLECTION, DISPOSAL AND TRANSPORTATION SERVICES

This Second Amendment to the Contract for Solid Waste Collection, Disposal and Transportation Services is made and entered into as of the date of last execution below ("Amendment Effective Date"), by and between, the City of Holly Hill, a Florida municipal corporation (the "City"), and Waste Pro of Florida, Inc., a Florida Corporation (the "Contractor"). City and Contractor may also be referred to herein individually as a "Party" or collectively as the "Parties."

WHEREAS, the City and the Contractor executed the Contract for Solid Waste Collection, Disposal and Transportation Services, dated August 22, 2017, as approved by City Resolution No. 2012-R-45 (the "Contract"); and

WHEREAS, the Contract term ends September 30, 2027, and the Parties may renew the Contract by mutual consent for additional ten (10)-year Renewal Terms, subject to all existing contract provisions, or subject to such modifications as the Parties may agree to in writing; and

WHEREAS, the City is satisfied with the services being provided by the Contractor and desires to have the Contractor continue to provide services; and

WHEREAS, the Contractor desires to continue to provide services to the City; and

WHEREAS, the City is willing to extend the initial term until September 30, 2037.

NOW THEREFORE, based upon the foregoing recitals, the mutual covenants and promises contained herein, and the other considerations set forth below, the receipt and adequacy of which are hereby acknowledged, the Parties agree to this Second Amendment to the Contract for Solid Waste, Collection, Disposal and Transportation Services, as follows (additions are underlined and deletions are struck through):

I. The following definitions are added to or amended in the existing list in **Section 1 – Definitions and Terms**. The following new definitions are added to the existing list:

EXCESSIVE BULKY WASTE – means any bulky waste from a commercial customer or a mechanical-container serviced multifamily customer, and bulky waste that exceeds four (4) cubic yards per week from a toter-serviced residential customer. All White Goods are considered excessive bulky waste.

EXCESSIVE YARD WASTE – means (i) large items such as tree limbs that exceed five (5) feet in length and six (6) inches in diameter, or that weigh in excess of forty (40) pounds; (ii) grass cuttings, leaves, or pine needles that are not containerized, bagged, or bundled for easy handling; and (iii) yard trash from land clearing operations or preparation for construction or removal of trees or tree trimming by a landscaping contractor or tree surgeon. The term excessive yard trash shall also mean an amount that exceeds four (4) cubic yards per week.

OVERLOADED CONTAINER – means a residential cart,mechanical front-load or roll-off container that is overweight or loaded beyond capacity with material for disposal. A container will be considered beyond capacity when its lid cannot close or when 10 inches or more of waste is visible from the top of the entire container or 20 inches or more of waste is visible on any one side of the container.

TOTER – means a wheeled trash can with attached lid that is 96-gallon in volume. City approved toters will be supplied by the contractor and will have the city seal of Holly Hill embossed on two (2) sides.

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WHITE GOODS – means domestic appliances, including but not limited to washers, dryers, refrigerators, dish washers, heaters, ranges, water heaters, and water softeners.

The following definition is amended in the existing list in **Section 1 – Definitions and Terms:**

BULKY WASTE – means large discarded items of trash such as furniture, pallets, mattresses, bedding and carpeting, which due to their size, shape, or weight, cannot readily be placed for collection in the standard waste container provided by the Contractor pursuant to this Contract. The term excludes any items of yard trash, construction and demolition debris, White Goods, and car and boat engines, tires, and exterior vehicle body parts.

II. **Section 2 – Term of Contract; Option to Renew**, is amended as follows:

Section 2 – TERM OF CONTRACT; OPTION TO RENEW

The Renewal Term of this Contract for twelve (12) years commences on October 1, 2025 (the "Effective Date"), and ends on September 30, 2037, unless terminated prior to that date.

The Parties may renew this Contract by mutual consent for additional ten (10) year Renewal Terms, subject to all existing contract provisions, or subject to such modifications as the Parties may agree to in writing. No such renewal will be effective unless an amendment setting forth all terms and conditions has been executed by both Parties and has been approved by the Holly Hill City Commission.

Furthermore, the Contractor agrees upon either expiration or termination of the contract that all wheeled toters in the City and in the Contractor's backup inventory with the City of Holly Hill city seal embossed on the toters will become the property of the City.

The Contractor agrees that thirty (30) days prior to either expiration or termination of the contract, the Contractor will provide the City with GPS type collection routes and schedules for each type of service provided to residential and commercial customers.

III. **Subsection 3.B (8) – Scope of Work; Exclusive Rights, B. General Requirements** is amended as follows:

(8) Contractor will submit to the Public Works Director a monthly report, no later than the 15TH of each month, for the previous month, regarding the following:

- Garbage, yard waste and recycling tonnage by route.

- Commercial toter collection report listing, in alpha order, service address, size, days of collection and truck or route number.

- Commercial front load dumpster report listing, in alpha order, service address, dumpster size, days of collection and truck or route number.

The compactor reports are needed as directed by the City; by service address, size of container, date pulled, and number of pulls per month.

IV. **Subsection 3.B (9) – Scope of Work; Exclusive Rights, B. General Requirements** is amended as follows:

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In order that the City may be informed of the quality of service, the Contractor agrees to utilize the City's preferred cloud-based electronic tracking system (hereinafter "Electronic Tracking System") for and with the City to record and retain records of all complaints and resolution of said complaints or inquiries of service for inspection by the City. The Contractor will provide the City and all residential and commercial customers with access to the Electronic Tracking System.The City may provide a link to the System from the City's web site. The Electronic Tracking System shall have a smart phone application if commercially available that the Contractor and City may use for incident tracking. The Contractor agrees the City will deduct from the monthly payment from the city to the contractor the cost of the online tracking system in the current amount of $329.40. The monthly cost of the online tracking system is subject to an annual increase as per the CPI calculation listed in Section 7.B.

V. **Subsection 4.A (1)(b)(i) – Refuse Collection and Disposal, A. Residential Collections, (1) Scheduled Refuse Collection, (b) Quantity and Kind, (i) Litter** is amended as follows:

(i) **Litter:** Contractor is not required to collect litter as defined in Section 403.413 of the 2024 Florida Statutes.

VI. **Subsection 4.A (1)(b)(iv) – Refuse Collection and Disposal, A. Residential Collections, (1) Scheduled Refuse Collection, (b) Quantity and Kind, (iv) Bulky Wastes** is amended as follows:

(iv) **Bulky Wastes:** Contractor will remove up to four (4) cubic yards of bulky waste items weekly that have been placed for refuse collection. However, if due to factors such as weight, size, quantity, or the presence of debris, Contractor cannot readily remove bulky waste items, including amounts in excess of 4 cubic yards, the pile shall be deemed Excessive Bulky Waste as defined herein and will not be collected. Contractor shall tag all bulky waste not collected with a description and reason for non-collection of such waste for the customer. Each tag shall include the address and date and a phone number for resident to arrange a Special Collection. Contractor shall immediately log and report all such incidents through use of the Electronic Tracking System referenced in Section 3.B (9), including a copy of the signed and dated ticket and a photograph of the excessive bulky waste. The contractor will also be required to email copies of the tags daily to the city and RCG. The Contractor will provide a recommendation to the City as to whether the pile should be collected with a rear load truck or a claw truck, subject to pricing listed in Exhibit E-1. If the Public Works Director determines that an excessive bulky waste pile should be picked up by rear load vehicle, Contractor will make the pickup with a rear load vehicle as directed.

The resident shall have 72 hours to contact Contractor and arrange for paid Special Collection of the excessive bulky waste. Method of payment to the Contractor for collection of excessive bulky waste will be addressed in Exhibit E-1 - Pricing Sheets, attached hereto. If collection is not arranged by the resident with the Contractor within 72 hours, the City can designate the pile to be handled via its abatement process. The City shall pay for removal of the abatement, including disposal, as addressed in Exhibit E-1.

This requirement will also include vacant lot(s) which are adjacent to residentially zoned or used property and from which bulk waste can be attributed to the abutting property. If collection from vacant lots becomes excessive, Contractor will inform City and piles in vacant lots will be subject to abatement process and pricing.

VII. **Subsection 4.A (1)(c) – Refuse Collection and Disposal, A. Residential Collections, (1) Scheduled Refuse Collection, c. Where** is amended to read:

(c) WHERE: Collection will be made curbside, except for certain disabled customers who have been

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approved by the Public Works Director for alternate collection location as follows: Disabled residential customers may file a written request with the Public Works Director to arrange for a more convenient collection location, using forms provided by the City. The request must include (i) a signed statement that no one is residing at the home who is physically able to take the refuse curbside, and (ii) a physician's statement verifying that the customer is physically unable to take the refuse curbside. Upon approval of the request the Public Works Director will provide notice to the Contractor that alternate collection is required, including the collection location. Thereafter the Contractor will provide collection at the alternate location designated, such as the back door, garage entrance, or side yard. In such instance Contractor will only be required to collect bulky waste and yard waste if left at the required curbside location.

VIII. Subsection 4.A (2)(a) – Refuse Collection and Disposal, A. Residential Collections, (2) Scheduled Yard Waste, (a) When is amended to read:

(a) WHEN: Residential yard waste up to four (4) cubic yards will be collected once per week, on a weekday other than on the regular scheduled refuse collection day, between 7:00 am and 7:00 pm. The public works director may temporarily modify the collection routes from time to time with proper notice to the contractor which will be no less than ten (10) days.

IX. Subsection 4.A (2)(b) – Refuse Collection and Disposal, A. Residential Collections, (2) Scheduled Yard Waste, (b) Quantity is amended to read:

(b) QUANTITY: Contractor will collect up to four (4) cubic yards of yard trash once per week. If yard waste is in excess of four (4) cubic yards, or if it otherwise meets the definition of Excessive Yard Waste as defined herein, the Contractor will be required to collect four (4) cubic yards of yard waste that does not otherwise meet the definition of excessive yard waste. Contractor will tag the remainder of the excessive yard waste with a written notice for the customer stating reason(s) why the excessive waste was not collected and submit a signed and dated ticket to the City via the Electronic Tracking System referenced in Section 3.B (9). This submission will include a photograph of the excessive waste taken by the Contractor. The contractor will also be required to email copies of the tags daily to the city and RCG.

Contractor will not be required to pick up excessive yard waste. When Contractor determines there is excessive waste, Contractor will be required to leave a written notice for the customer stating reasons why the excessive waste was not collected and submit a signed and dated ticket to the Public Works Director, Utility Billing and RCG, and attach thereto a photograph of the excessive waste taken by Contractor. However, Contractor may collect the yard waste as a Special Collection Service, set forth in Section 4.E., below. The non-collection tag left on an excessive yard waste pile will include a phone number for residents to call to arrange a Special Collection, subject to pricing addressed in Exhibit E-1. The Contractor will provide a recommendation to the City as to whether the pile should be collected with a rear load truck or a claw truck, subject to pricing listed in Exhibit E-1. If the Public Works Director determines that an excessive yard waste pile should be picked up by rear load vehicle, Contractor will make the pickup with a rear load vehicle as directed.

The Public Works Director will mediate in the event of a dispute between Contractor and the customer regarding the existence of excessive yard waste or the amount of the special collection charge. If the Public Works Director determines that the yard waste is not excessive, Contractor will remove the excessive yard waste no later than close of business the day following identification/ notification by the Public Works Director to proceed. If the Public Works Director determines that the yard waste is excessive, Contractor shall not be required to collect the yard waste.

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This requirement will also include vacant lot(s) which are adjacent to residentially zoned or used property and from which yard waste can be attributed to the abutting property. Yard waste to be collected from vacant lots must be set out curbside in the same manner as all other yard waste collections. If yard waste in vacant lot(s) becomes excessive, Contractor will notify the City, and the yard waste in vacant lot(s) will be subject to Special Collection fees.

X. Subsection 4.A (4)(a) – Refuse Collection and Disposal, A. Residential Collections, (4) Special Collection Provisions for Certain Multifamily Residential Complexes is amended as follows:

(a) Refuse collection will generally conform to the requirements provided for scheduled refuse collections in Section 4.A.(1) and Section 4.A (2) above, except that:

(i) Containers will be located and collection will be made from the location agreed upon by the Contractor and the customer, and in the absence of such agreement, in the location designated by the Public Works Director; provided that the Public Works Director may require a different location in order to eliminate, prevent, or reduce odor, overflow, or spillage, or based on other aesthetic, public health, or safety concerns.

(ii) The Contractor will return container(s) to the enclosure, closing the container lids, doors and the screened enclosure doors or gates. The Contractor must properly spray the container(s) as directed by the City with a sanitizing spray from the collection vehicle.

(iii) Residential yard waste and bulky waste collection provisions do not apply to multifamily residential complexes that are serviced by a mechanically emptied container, regardless of the number of residential units. No yard waste or non-containerized bulky waste will be collected from these customers as part of the weekly collection program. Contractor may collect non-containerized bulky waste as a Special Collection, subject to pricing addressed in Exhibit E-1.

(iv) The Contractor will immediately notify the Public Works Director through use of an Electronic Tracking System referenced in Section 3.B.(9) if the Contractor observes unsanitary conditions such as continually overflowing containers or otherwise inappropriately placed materials while making collections. In these cases, the customer will be subject to overflow charges as outlined in Exhibit E-1 for overloaded containers as defined herein.

XI. Subsection 4.B (1)(b) – Refuse Collection and Disposal, B. Commercial Collections, (1) Scheduled Refuse Collection, (b) Quantity and Kind is amended as follows:

(b) **QUANTITY AND KIND:** Contractor will collect all refuse left for collection~~, including bulky waste,~~ except for the following, which are further addressed in Special Collections, Section 4.E. below:

(i) **Bulky Waste** Contractor is not required to collect non-containerized commercial bulky waste. Contractor will tag non-containerized bulky waste and enter tags into the Electronic Tracking System referenced in Section 3.B (9). The contractor will also be required to email copies of the tags daily to the city and RCG. Commercial customers may request non-containerized bulky waste be picked up as a Special Collection, as defined in Section 4.E and priced in Exhibit E-1.

(ii) **Excluded Waste:** This Contract does not cover or require the Contractor to provide for collection of excluded waste.

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XII. Subsection 4.B (1)(d) – Refuse Collection and Disposal, B. Commercial Collections, (1) Scheduled Refuse Collection, (d) How is amended as follows:

(d) **HOW**: The Contractor shall make collections with as little disturbance as possible to business and commercial establishments. This work shall be done in a sanitary manner and any refuse spilled by the collector shall be picked up immediately by the Contractor's employees. The Contractor shall be responsible for returning the container to the enclosure, closing the container lids, doors and the screened enclosure doors or gates.

If a mechanical container is used the Contractor must properly spray the container as directed by the City with a sanitizing spray from the collection vehicle. It shall be the responsibility of the collection vehicle driver to immediately radio in any damage caused by his operation to the enclosure or gates thereto to the Contractor's dispatcher who will arrange for repairs at the Contractor's expense and immediately notify the Public Works Director.

The Contractor will notify the Public Works Director if the Contractor observes unsanitary conditions such as continually overflowing containers or otherwise inappropriately placed materials while making collections. For overloaded containers as defined herein, customers will be subject to overflow charges as outlined in Exhibit E-1. Contractor will not collect commercial waste accumulated outside of the collection container. Contractor will treat this waste as commercial bulky waste, tag it with a non-collection notice, and submit a copy of the tag and a photograph of the waste via the Electronic Tracking System. The commercial customer may contact the Contractor to arrange for this waste to be picked up as a Special Collection, subject to pricing in Exhibit E-1. If the customer does not arrange a Special Collection, the City may designate the waste to be collected under its abatement process, and the Contractor will bill the City as specified in Exhibit E-1.

XIII. Subsection 4.B (2) – Refuse Collection and Disposal, B. Commercial Collections, (2) Yard Waste is amended as follows::

The Contractor will not be required to collect yard waste from commercial customers. Commercial customers may arrange yard waste pickups as a Special Collection, subject to pricing as outlined in Exhibit E-1.

XIV. Subsection 4.E – Refuse Collection and Disposal, E. Special Collections is amended as follows:

E. SPECIAL COLLECTIONS. Whenever this Contract specifically provides that Contractor is not required to collect refuse as part of its scheduled collection service (such as litter, excluded waste, construction and demolition debris, bulky waste items, tires, and excessive yard waste), Contractor may collect such items at the customer's request and bill the customer directly for a Special Collection at the rates set forth in Exhibit E-1. Contractor's right to collect such items as a special collection and to bill the customer directly is subject to the City's right to definitively determine whether such items are excluded from scheduled collections as part of this Contract upon the customer's request. Beginning on the Second Amendment Effective Date, Contractor shall account for all revenues from special collections billed to customers and report all such revenues to the City by the 20th of each month. Contractor shall remit with the monthly revenue report twenty percent (20%) of the gross billing the previous month for special collections. In lieu of the Contractor physically remitting such amount, the Contractor and the City may agree, in writing, to offset such amounts due against payments that the City is required to make to Contractor in Section 7.

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In addition, during special events such as Bike Week, Contractor may, upon the Public Works Director's prior approval, provide such special collections and the City will bill the customer. See Exhibit E-1 for further requirements regarding special events.

XV. Subsection 4.F (2) – Refuse Collection and Disposal, F. Miscellaneous Collections, (2) Vacant Lots is amended as follows:

(2) **Vacant Lots.** The Contractor will collect refuse for vacant lots that can be attributed to the adjacent property in the same manner as the Contractor provides for occupied lots. If refuse in vacant lots becomes excessive, or if refuse is not located curbside, Contractor will inform the City, and refuse in vacant lots will be subject to the City's abatement process and Contractor fees as provided in Exhibit E-1.

XVI. Subsection 5.A – Recycling Services, A. Recyclable Materials Collection and Disposal is amended as follows:

A. RECYCLABLE MATERIALS COLLECTION AND DISPOSAL. Required recycling services include collection of all recyclable materials from all residential customers and all City-owned property, and transportation of collected recyclable materials to a designated recovery facility, or, if no market is available, to the approved landfill.

In the event that no economical recycling market is available, the City reserves the right to commingle the collection of recycling with disposal collection until viable markets return. During this time, the recycling route will be discontinued, and the recycling truck will move to a backup status. If recycling and trash are commingled for disposal, the City and Contractor will negotiate a revised fee structure that accounts for the difference between the cost of recycling collection credited to the City and Contractor's compensation for collection and disposal of additional refuse tonnage.

The Contractor shall provide, as part of the monthly recycling report, weights and types of any recycled materials disposed of by landfill. This report shall include the reason for disposal rather than recycling of these materials. The Contractor shall perform such services as are required to provide a complete recyclable materials program.

XVII. Subsection 5.C – Recycling Services, C. Commercial Recycling; Marketing Program is amended to read:

C. COMMERCIAL RECYCLING; MARKETING PROGRAM. This Contract does not require recycling services to be provided for commercial establishments. However, Contractor agrees to develop and implement a commercial recycling marketing program throughout the City.

XVIII. Subsection 5.D – Recycling Services, D. Marketing of Recyclable Materials is amended as follows:

D. MARKETING OF RECYCLABLE MATERIALS. The Contractor and the City shall cooperate to develop markets for recyclable materials. To the extent possible, based on availability, capacity and market prices, the Contractor shall market the recyclable materials through local business operations in Volusia County. Contractor may deliver recyclable materials to Contractor's recycling facility in Ocala, Florida or any licensed facility. At a minimum, the Contractor will provide for taking, marketing or storing of recyclables at the nearest County landfill.

XIX. Subsection 5.F - No Charges to City for Disposal of Recycable Material is replaced with the following:

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F. CHARGES TO THE CITY FOR DISPOSAL OF RECYCLABLE MATERIALS. The City reserves the right to direct the Contractor to dispose of recyclable materials at the County landfill at no additional cost to the City for collection or transportation. The Contractor and the City will negotiate the additional cost of disposing of the recyclables. If an agreement cannot be reached, the Contractor may cancel the contract with a 365 day notice of termination, as outlined in Section 7.E.

XX. Subsection 7.B – Payments to Contractor, B. Adjustments to Collection Component is amended as follows:

B. ADJUSTMENTS TO COLLECTION COMPONENT. For purposes herein, the term "CPI Index" means the Consumer Price Index Garbage and Trash Collection Services in U.S. City Average, all urban consumers, not seasonally adjusted, series of the Consumer Price Index (CPI-U) section CUUR0000SEHG02, as published by the U.S. Department of Labor, Bureau of Labor Statistics, or if that index ceases to be published, an equivalent index determined by the City.

By June 1, 2026, the collection component for residential and commercial customers set forth in Exhibit E-1 will be calculated and submitted to the City based on the annual percentage change in the CPI Index comparing April of the current year to April of the previous year. The CPI increase or decrease will be effective for the period beginning on October 1, 2026, and ending on September 30, 2027. The Contractor agrees that any CPI increase(s) will only be applied to the collection cost component.

Series ID:	CUUR0000SEHG02
Not Seasonally Adjusted	
Series Title:	Consumer Price Index for All Urban Consumers: Garbage and Trash Collection Services in U.S. City Average, Base Period: Dec 1997=100
Area:	U.S. city average
Subsection:	Garbage and trash collection

The CPI increase will be one hundred (100%) percent of the CPI index listed above for the annual change of the April index.

(1) Effective on October 1st of each calendar year, the collection component for residential and commercial customers set forth in Exhibit E-1 will be adjusted based on the annual percentage change in the CPI Index for April of the current year compared to April of the previous year. CPI increases will not exceed five percent (5%) annually. Should a CPI increase exceed 5%, the remaining value over 5% shall be carried over and applied to the following year's calculation of CPI. If that causes the following year's CPI calculation to exceed 5%, then the remainder will carry over to the following year. The carryover methodology shall apply throughout the term of the agreement. Notices requesting the CPI increase must be received by the City from the Contractor no later than June 1 of each year. Exhibit E-1, Pricing Sheets, shall also be updated and submitted to the City with any annual CPI adjustment request. Once a Party has requested the change in compliance with this Contract, the adjustment will be made without need for formal amendment of this Contract.

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(3) Before applying the CPI to the commercial collection component in FY 25/26, $0.87 per cubic yard will be added to the commercial collection component for rate stabilization. In FY 26/27, 27/28 and 28/29, prior to cpi being calculated, $0.62 per cubic yard will be added to the commercial collection component for the rate stabilization process.

Before applying the CPI to the residential collection component in FY 25/26, 26/27, 27/28 and 28/29, $1.00 per unit will be added to the residential collection component.

Before applying the CPI to the commercial hand pickup collection component in FY 25/26, 26/27, 27/28 and 28/29, $1.50 per unit will be added to the commercial hand pickup collection component.

Before applying the CPI to the roll off collection component in FY 25/26, 26/27, 27/28 and 28/29, $12.00 per haul will be added to the roll off collection component.

~~(~~4) Under no circumstances will the collection component be adjusted to be less than the initial collection component rate set forth in the Pricing Sheets.

XXI. Subsection 7.E – Payments to Contractor, E. Unusual Changes or Costs is amended as follows:

E. UNUSUAL CHANGES OR COSTS. Either Party may petition the other on the basis of unusual changes in Contractor's cost of doing business, such as revised laws, ordinances, or regulations, or changes in location of disposal sites or tipping fees. No such change will be approved except through formal amendment of this Contract.

The City has the option of approving or denying an increase requested by the Contractor. The City may request an audited financial statement from a third party Certified Public Accountant (CPA) who must be agreed upon by the City and the Contractor showing what is perceived by the Contractor as a detriment to the financial status of the Contractor's operations. Should the City deny the increase and the Parties are unable to negotiate in good faith a mutually agreeable increase, the Contractor shall have the right to terminate the agreement with a 365-day notice. If the parties are unable to agree to the increase request, there will be a mutually agreed upon dispute resolution or mediation. Only proof that the Contractor is not obtaining a reasonable margin as determined by a mutually agreed upon dispute resolution or mediation would be cause of Notice to Terminate.

XXII. Subsection 11.D – Quality of Services, D. Handling Complaints is amended as follows:

D. HANDLING COMPLAINTS. The Contractor shall perform a service of high quality and keep the number of legitimate complaints to a minimum. The Contractor shall maintain a telephone listing in the name in which Contractor is doing business and provide adequate employees for those customers needing to contact the contractor during collection hours Monday through Saturday. Contractor will also provide an after-hours answering service. An electronic telephone answering machine will not be acceptable.

The Contractor also agrees to provide a single point of contact in order for the Public Works Director to have immediate access to Contractor's personnel to deal with various situations which may arise from time to time.

In all instances Contractor will provide response to complaints received no later than the close of business the next day, including Saturday, and will track all responses in the Electronic Tracking System referenced in Section 3.B.(9).

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XXIII. Subsection 12.A (1) – Equipment, A. Vehicle Requirements, (1) Collection Vehicle Requirements is amended to include an additional item, (i):

(i) As of the Amendment Effective Date, Contractor will implement a three (3) year schedule for phasing in new or refurbished collection vehicles to replace those vehicles over ten (10) years of age, referred to as Primary Collection Vehicles herein, to be used exclusively to serve the City. The proposed schedule for providing new Primary Collection Vehicles will be provided to the Public Works Director for approval prior to the Amendment Effective Date. Thereafter, Contractor may replace vehicles as reasonably necessary during the Term; however, no Primary Collection Vehicle will have a chassis over ten (10) years old from the date of the manufacturer's statement of origin. All collection vehicles must be in good working order and aesthetically pleasing in appearance.

XXIV. Subsection 12.A (2) – Equipment, A. Vehicle Requirements, (2) Number of Vehicles to be Provided is amended as follows:

(2) **Number of Vehicles to be Provided**. The Contractor shall provide a sufficient number of trucks to ensure the Contractor's compliance with the requirements of this Contract, including compliance with approved schedules and routes. Required vehicles include one vehicle each for supervisors overseeing the City operations, and a minimum of one (1) grapple truck available to service the City on all scheduled collection days in accordance with the terms of this agreement. In addition, Contractor shall have one (1) operational spare or overflow grapple truck available to the city in accordance with the terms of this contract.

XXV. Subsection 12.B (2)(d) – General Container Requirements is amended as follows:

(d) Mechanical rolling front-load dumpsters of sizes 2 or 4 yards will be made of plastic. Mechanical rolling front-load dumpsters of sizes 6 or 8 yards will be made of metal.

XXVI. Subsection 12.B (7) – General Container Requirements is amended as follows:

(7) Contractor will create and implement an inspection, refurbishment, and replacement schedule for all mechanical front-load dumpsters and roll-off containers provided to City customers. The schedule will be subject to review and approval of the Public Works Director. The schedule will provide, at a minimum, for inspection, replacement or recondition every 36 months or at such other interval as directed by the Public Works Director. The Schedule must be approved and replacements, refurbishments, and inspections must commence no later than 36 months after the Effective Date. Each replacement, refurbished, or inspected container shall have the month and year replaced painted on the container. All commercial front load containers must have either stenciled or adhesive sticker on the front upper right side of the container the size of the container and on the front upper left side the container the month and year the container was placed into service. The letters must be at least five (5) inches high and white in color.

XXVII. Subsection 13.B – Insurance and Indemnification, B. Indemnification is amended to read:

B. INDEMNIFICATION. The Contractor shall indemnify and hold harmless the City and the City's agents, officers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from Contractor's services hereunder; provided that the claim, damage, loss, and expense is caused in whole or in part by any negligent act or omission of ~~the City,~~ the Contractor, any subcontractor, anyone directly or indirectly employed by ~~any~~ either one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder except the Contractor shall not have to indemnify and hold harmless the City if such claim, damage, loss and expense is the result of the sole negligence of the City or of

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anyone directly or indirectly employed by the City or anyone for whose acts the City may be liable.

The Contractor also agrees to indemnify and save the City harmless from all suits or actions arising from the Contractor's infringement of patent, trademark, or copyright.

XXIII. Subsection 14.A – Administrative Charges, A. Opportunity for Cure Not Required is amended and renumbered as follows:

(1) Failure to collect missed customers by 7:00 P. M. the same day when given notice before noon, or by 12:00 noon the following day when given notice between 12:00 noon and 7:00 P. M.

$100 per incident, a maximum of

$300 Per truck per day

(2) Failure to collect commercial solid waste or recyclables between 7:00 A.M. and 7:00 P.M. and during special events as directed by the City or residential solid waste or recyclables between 7:00 A.M. and 7:00 P.M.

$150 per incident

(3) Failure to replace damaged container-- within five days for commercial customers; 48 hours for residential customers.

$100 per incident

(4) Failure to repair damage to customer's property within seven days.

$350 per incident

(5) Equipment operator not properly licensed.

$500 per incident

(6) Failure to comply with the current schedules and routing maps.

$250 per incident

(7) Failure to complete a route on the regular pick-up day. An incomplete route shall be defined as a contiguous section of homes such as a road, street or block that has been missed.

$500 per day for each route not completed

(8) Failure to provide proper notification prior to residential route changes.

$250 per day, per route not notified

(9) Failure to provide reasonably clean, safe, and sanitary equipment at beginning of each work schedule.

$500 per incident

(10) Failure to maintain signs stating "Proudly Servicing The City of Holly Hill" on all work vehicles associated with this contract while servicing the City.

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$250 per incident

(11) Name and phone number not displayed on all equipment and containers.

$250 per incident

(12) Failure to report accidents, damage, or spillage to the City immediately and provide a copy of a written report the same day to the City.

$250 per incident

(13) Failure to clean spillage caused from residential or commercial route vehicles leaking from collected garbage.

$200 per incident

(14) Repeat failure to close gates on dumpster enclosures as well as container lids and locking all locks on commercial customer locations.

$250 per incident

(15) Failure to have the required number of functioning "clamshell" trucks available within the City in accordance with this agreement.

$250 per day

(16) Failure to collect dead animals within two hours of notification during normal collection hours.

$100 for every two hours unhandled

(17) Failure to either service or deliver a roll off, either open top or compactor or a commercial front load customer within twenty four hours of such scheduled request made by the customer or the City.

$250.00 for each day unhandled

(18) Failure to enter a resolution of a case entered into the tracking system within the required time.

$150.00 per incident

(19) Placing a toter at a location which does not carry the City name and logo.

$150.00 per incident

(20) Failure of the Contractor to place all request for services and or incidents into the tracking system immediately upon receiving such request.

$50.00 per incident

(21) Failure to handle waste receptacles carefully, thoroughly empty and return containers or garbage receptacles to original location as per the Contract.

$125.00 per incident.

(22) Using improper equipment or unauthorized (not listed on the equipment Roster) to service commercial or residential Customers.

$500.00 per incident.

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(23) Failure to provide promotional and educational materials, activities, advertisements and civic awareness programs annually as per the Contract/ Amendment requirements.

$500.00 per year

(24) Contractors failure to provide the quantity of approved roster equipment within the City during the required collection days.

$250.00 per incident

XXIX. Section 16 – Amendments is amended as follows:

The City shall have the right to amend this Contract from time to time as necessary to comply with federal, state, and local laws and regulations, as amended from time to time. Such amendments shall take effect within 30 days of the Contractor's receipt of the written amendment. If the City's amendment increases the Contractor's cost of doing business, the City and Contractor agree to negotiate the amendment pursuant to Section 7.E of this contract.

All other amendments require the mutual consent of both Parties and the approval of the Holly Hill City Commission.

XXX. The contact information for Contractor in **Section 17 – Notices** is amended as follows:

If to Contractor:

Erik Sankey, Regional Vice President
Waste Pro of Florida, Inc.
3705 St. John's Parkway
Sanford, FL 32771

XXXI. Contractor to reimburse City.

Waste Pro of Florida, Inc. agrees to reimburse the City for the consulting fees charged by Redman Consulting Group, Inc. for preparation of documents and renegotiations related to this contract renewal. Payment by Waste Pro will be made within fourteen (14) days from the date approved by the City Commission as entered below. **The consulting fees are not to exceed four thousand dollars ($4,000.00).**

Contractor also agrees to pay the City a fee of $2,160.00 per month for monitoring charges. In lieu of the Contractor physically remitting such amount, the Contractor and the City may agree, in writing, to offset such amounts due against payments that the City is required to make to Contractor in Section 7.

XXXII. All other provisions of the Contract not in conflict with this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, authorized representatives of the Parties have signed this Agreement on the dates indicated below.

The City of Holly Hill **Waste Pro of Florida, Inc.**

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By _____

John Penny, Mayor

Date:_____

Attest:_____

Valerie Manning, City Clerk

Approved at to legal form:

By:_____

Scott Simpson, City Attorney

By:_____

Eric Sankey, Regional Vice President

Date: _____

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HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **August 12, 2025**
FROM: **Josef Grusauskas**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving a Budget Amendment Request Reallocating $100,000 from the Completed City Hall Parking Lot Resurfacing Project to the Riverside Park Pier Repair, Approving a Budget Amendment Request Budgeting $100,000 from Prior Year Carryover to the Riverside Park Pier Repair, Awarding a Purchase Order to Gator Dock & Bridge for the Materials Required to Repair the Riverside Park Pier at a Cost of $117,194 and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing an Effective Date.**
NUMBER: **2025-R-62**
APPLICANT:
PLANNER:

DISCUSSION:

On October 9, 2024, wave action associated with Hurricane Milton propelled a boat into the Riverside Park Pier, causing substantial damages to a large section of decking and handrails. This section of the pier was detached from pilings and sunk to the river bed. Since the aluminum materials have been submerged in brackish water, it is not recommended that the damaged section be raised and reattached to the pier.

A proposal has been received from Gator Dock & Bridge for the replacement of the materials needed to repair the pier. The Cost of these materials is $117,194. This proposal is included under “Exhibit A”.

Gator Dock & Bridge is the manufacturer of the pier located at Riverside Park. There are no other distributors or resellers of this pier design. In keeping with City purchasing policy, a sole source letter was posted on Vendor Link on July 29, 2025 to be broadcast for a period of at least seven (7) days. The sole source letter is included under “Exhibit B”.

Per procurement policy 2.25, sole source procurement is exempt from bidding procedures. However, the City Commission must approve the award if the contract is the dollar amount exceeds $50,000. Purchasing policy section 2.25 is attached as “Exhibit C”.

FISCAL ANALYSIS:

The project to repair the Riverside Park Pier includes three discrete stages:

- An engineering firm to provide the engineering, permitting and construction management and inspection.
- An owner direct purchase of materials needed for the repair
- A formal bid procedure to hire a contractor to install replacement materials

A purchase order has already been issued to Dredging and Marine Consultants to provide for the engineering/construction management portion at a cost of $22,120. The cost of materials and installation is anticipated to cost an additional $200,000.

Staff recommend that unencumbered and unused funds in the amount of $100,000 from the City Hall Parking Lot Resurfacing Project be reallocated to the Riverside Park Pier repair project. A budget amendment request for this action is included under "Exhibit D".

Staff further recommend that an additional $100,000 of prior year carryover funds be used to provide additional financial resources to this project. The budget amendment request for this action is included under "Exhibit E".

A claim will be submitted to FEMA for reimbursement for these repairs under Hurricane Milton public assistance.

STAFF RECOMMENDATION:

Approve a budget amendment reallocating $100,000 from the completed City Hall Parking Lot resurfacing project to the Riverside Park Pier repair, approve a budget amendment budgeting $100,000 from prior year carryover to the Riverside Park Pier repair, award Gator Dock & Bridge a purchase order for the materials required to repair the Riverside Park pier and authorize the City Manager to execute the same.

COMMISSION GOAL:

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

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

RESOLUTION:

APPROVE A BUDGET AMENDMENT REALLOCATING $100,000 FROM THE COMPLETED CITY HALL PARKING LOT RESURFACING PROJECT TO THE

RIVERSIDE PARK PIER REPAIR, APPROVE A BUDGET AMENDMENT BUDGETING $100,000 FROM PRIOR YEAR CARRYOVER TO THE RIVERSIDE PARK PIER REPAIR, AWARD GATOR DOCK & BRIDGE A PURCHASE ORDER FOR THE MATERIALS REQUIRED TO REPAIR THE RIVERSIDE PARK PIER AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Attachment A - CMI Quote 121074 (PDF)
- Attachment B - CMI Sole Source Letter (PDF)
- Attachment C - Purchasing Policy Section 2.25 (PDF)
- Attachment D - BAR Riverside Park Pier Project transfer (PDF)
- Attachment E - BAR Riverside Park Pier Project Carryover (PDF)

Resolution No. 2025-62

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING A BUDGET AMENDMENT REQUEST REALLOCATING $100,000 FROM THE COMPLETED CITY HALL PARKING LOT RESURFACING PROJECT TO THE RIVERSIDE PARK PIER REPAIR, APPROVING A BUDGET AMENDMENT REQUEST BUDGETING $100,000 FROM PRIOR YEAR CARRYOVER TO THE RIVERSIDE PARK PIER REPAIR, AWARDING A PURCHASE ORDER TO GATOR DOCK & BRIDGE FOR THE MATERIALS REQUIRED TO REPAIR THE RIVERSIDE PARK PIER AT A COST OF $117,194 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING A BUDGET AMENDMENT REQUEST REALLOCATING $100,000 FROM THE COMPLETED CITY HALL PARKING LOT RESURFACING PROJECT TO THE RIVERSIDE PARK PIER REPAIR, APPROVING A BUDGET AMENDMENT REQUEST BUDGETING $100,000 FROM PRIOR YEAR CARRYOVER TO THE RIVERSIDE PARK PIER REPAIR, AWARDING A PURCHASE ORDER TO GATOR DOCK & BRIDGE FOR THE MATERIALS REQUIRED TO REPAIR THE RIVERSIDE PARK PIER AT A COST OF $117,194 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the Riverside Park Pier was severely damaged during Hurricane Milton; and

WHEREAS, a proposal has been received from the sole source provider of the pier for the provision of replacement materials; and

WHEREAS, The City Commission finds that this purchase qualifies as a sole source and that the City has followed its purchasing policy for a sole source purchase; and

WHEREAS, budget amendments are needed to fund the Riverside Park pier replacement.

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

SECTION 1. That the City Commission of the City of Holly Hill approve a budget amendment request reallocating $100,000 from the completed City Hall Parking Lot Resurfacing Project to the Riverside Park Pier repair project.

SECTION 2. That the City Commission of the City of Holly Hill approve a budget amendment request budgeting $100,000 in prior year carryover to the Riverside Park Pier repair project.

SECTION 3. That the City Commission of the City of Holly Hill award a purchase order with Gator Dock & Bridge for the materials required to repair the Riverside Park Pier at a cost of $117,194.

SECTION 4. 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 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 12th day of AUGUST, 2025.

605 Molly Lane, Suite 150
Woodstock, GA 30189
770-933-8166 Fax 770-933-8363

SALES QUOTATION AND ORDER FORM

PAGE: Page 1 of 2
QUOTE NUMBER: 121074
QUOTE DATE: 7/24/2025
PO# OR JOB NAME: Riverside Park Pier
CUSTOMER: City of Holly Hill

Bill To:
City of Holly Hill
Department of Public Works
453 LPGA Blvd
Holly Hill, FL 32117

CONTACT NAME: Steve Juengst
OFFICE PHONE: (386) 248-9463

Ship To:
City of Holly Hill
Department of Public Works
Riverside Park
201 Riverside Drive
Holly Hill, FL 32117
FAX NO.:

CUSTOMER NO.	SALESPERSON NAME	Terms:	TERMS STRICTLY ENFORCED
999446	Andria Stach	Prepay	1 1/2% DELINQUENCY CHARGES

Tax Exempt No:

QTY ORDERED	ITEM	Tax	Type	UM	UNIT PRICE	EXTENDED PRICE
4	Pier - Composite Ref: Order # 131087 8'x30' Fixed Pier, 2x6 Composite TimberTech Vintage Decking, 42in Combination Rail, (100 psf LL, L/240)	Y	SPA	EA	23,786.00	$95,144.00
1	Pier - Composite 8'x18' Fixed Pier, 2x6 Composite TimberTech Vintage Decking, 42in Combination Rail, (100 psf LL, L/240)	Y	SPA	EA	14,850.00	$14,850.00
10	Other Charges 9' Header Kits	Y	INV	EA	505.00	$5,050.00
1	Engineering Services	N	INV	EA	1,500.00	$1,500.00
1	Freight & Handling*	Y	INV	EA	650.00	$650.00

Shipping Instructions:

Subtotal	**$117,194.00**
Sales Tax	**0.00**
Total	**$117,194.00**

Attachment: Attachment A - CMI Quote 121074 (2025-R-62 : Riverside Park Pier Repair)

605 Molly Lane, Suite 150
Woodstock, GA 30189
770-933-8166 Fax 770-933-8363

SALES QUOTATION AND ORDER FORM

QUOTE NUMBER: 121074
QUOTE DATE: 7/24/2025
PO# OR JOB NAME: Riverside Park Pier
CUSTOMER: City of Holly Hill

TERMS and CONDITIONS of SALE

General

1. **Quoted Prices**: Are valid for 30 Days.
2. **Change Requests**: Must be in writing and acknowledged by the Seller.
3. **Sales Taxes:** For States other than AK, AL, AR, AZ, CA, CO, FL, GA, IA, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, NC, NE, NJ, NV, NY, OH, OK RI, SC, SD, TN, TX, UT, VA, WA, WI, AND WV are the responsibility of Purchaser. EXEMPTION CERTIFICATES MUST BE PROVIDED AT THE TIME OF T ORDER.
4. **Shipping**: FOB Plant. Seller will select method of shipment and routing unless specified by Purchaser. Any additional costs for specified carriers, routing or servic will be billed to Purchaser.
5. **Freight Claims:** Purchaser is responsible for unloading and inspecting all materials upon arrival. A driver signature evidencing damages or shortage is required to f a claim with carrier.
6. **Returns**: **Stock Inventory Products**: Requests for returns must be made in writing within 10 days of receipt and must have prior authorization of Seller. Returns must be shipped back freight prepaid within 10 days of approval and will incur a 25% restocking fee. Credit can only be issued for unused product returned in salea condition in its original packaging. **Custom Products**: Custom Products are those requiring special order materials and / or manufacture / fabrication. All sales are final and cannot be returned.
7. **Credit Card Payments:** A 3% fee will be added when payment is made by credit card.
8. **Payment Terms**: Late payments are subject to a 1.5% per month delinquency charge.
9. **Purchase Orders**: Containing any terms or conditions must be submitted and approved by seller with this Order.
10. **Cancelled Orders**: **Non-Custom Product:** Are subject to a 10% cancellation fee. **Custom Products**: All charges are calculated based on all costs incurred.
11. **Deposits / Payments**: **Custom Products:** Deposits and Progress Payments will be required.
12. **Storage Fees**: Charges of 1.5% per month will be billed on Orders held up from shipment by the customer after 30 days.
13. **Applicable Law**: This transaction shall be governed by the laws of the State of Georgia.
14. **Freight Charges:** Quoted freight, unless otherwise noted on quote, are exclusive of any SITE ACCESS costs. Buyer will be billed for all added charges related to si access to deliver to the installation site.
15. **Freight Estimate:** Freight is quoted as an estimate. Actual freight cost will be invoiced at time of shipment.
16. **Product Claims:** Are governed by the expressed written warranty in effect at the time of sale.

Additional International

1. **Freight Quoted:** CIF
2. **Shipping Charges:** Are quoted separately and subject to change if shipping requirements or container requirements are changed for any reason.
3. **Freight Forwarder** and method of shipment will be selected by Seller unless Purchaser makes specific request in writing. Any additional freight costs for specified freight forwarder, carrier, routing, or services will be charged to Purchaser.
4. **Seller order acceptance:** All orders are subject to CMI receipt of payment, in the case of a pre-payment order option or CMI approval of Letter of Credit. All banki charges for Letters of Credit are the responsibility of the customer.

Additional Fabrication

1. **Product Design:** Seller is responsible for designing the product in accordance with the specifications provided by the Buyer. Seller does not perform project site inspection and testing to determine product selection or criteria and therefore does not assume any Fit for Use responsibilities belonging to buyer's engineers and managers.
2. **Drawings:** Product design drawings will be provided for final customer approval. Customer signature is required to begin fabrication. Changes by Buyer requiring additional charges will require approval before proceeding to fabrication.

Deposits / Progress Payment for ALL custom fabricated structures

20% Deposit Required to begin design process.
40% Progress Payment Required to commence fabrication
40% Prior to shipment (unless credit has been approved prior to order placement)

CMI is not responsible for site preparation, the foundation nor the installation of the bridge and therefore cannot make recommendations, nor engineer or design any connection apparatus or system.

CMI is strictly a material supplier and is not an on-site project sub-contractor. CMI does not engineer or design structures and is not responsible for any site evaluations or installations.

Purchaser is solely responsible for determining the effectiveness, suitability, and safety of any particular use or application of the product. Seller does not warrant an designs, engineering, or installation of specific structures. Seller is not responsible for delivery delays, installation rates, or any consequential damages. Any claims ar governed by the applicable expressed Limited Warranty for each specific product. Seller complies with State and Federal material supply notification requirements Projects. Buyer is responsible for providing Seller with the product design and engineering specifications and criteria. Seller provided Shop drawings of custom products are for fabrication approval only.

I understand that upon signing, this SALES QUOTATION becomes my ORDER and is a binding contract once it has been accepted by CMI.

X_____ _____
Authorized Customer Signature Date Customer PO# Sales Manager Signature Date

GatorDock & Marine™ Mantle Industries™

Attachment: Attachment A - CMI Quote 121074 (2025-R-62 : Riverside Park Pier Repair)

a CMI company

605 Molly Lane, Suite 150
Woodstock, GA 30189
1-800-256-8857
info@cmilc.com
cmilc.com

Sole Source Letter

RE: Sole Source Vendor

To whom it may concern: This letter is to confirm that the exclusively by Gator Dock & Bridge) is a sole source product, manufactured, sold and distributed (Gator Dock & Bridge). No division of (Gator Dock & Bridge) a CMI Company), nor any other company, makes a similar or competing product. This product must be purchased directly by organizations from (Gator Dock & Bridge a CMI Company) at the address listed above. There are no agents or dealers authorized to represent this product.

The following are the sole source reason(s): (all that apply are marked)

- The vendor is manufacturer of the product and has no distributors. (We are the manufacture of the products)
- Gator Dock & Bridge a CMI company is the only reseller of the manufacturer's product in this geographic region.
- Item to be purchased is a supply for equipment which is under warranty, and use of any product other than specified will void the warranty. (Copy of warranty with such requirement highlighted is attached)

If you desire additional information, please do not hesitate to contact us at 1-800-256-8857 or visit our website at cmilc.com. Thank you for your interest in our products.

Sincerely,

Andria Stach
Regional Sales Manager
July 25, 2025

ShoreGuard Synthetic Sheet Piling
UltraComposite Sheet Piling & Piles
AlumiGuard Sheet Piling & Components
TimberGuard Marine Piling &Timber
PileClaw Installation Equipment
ArmorWare Components & Accessories
GatorDock Marine Access Solutions
GatorBridge Fabricated Aluminium Bridges
GatorAccess Platforms - Stairs - Accessories
Cumberland Trail Bridge System
Mantle Industries
CHAMPIONWALL

Attachment: Attachment B - CMI Sole Source Letter (2025-R-62 : Riverside Park Pier Repair)

SECTION D – COMPETITIVE SEALED QUALIFICATIONS, REQUEST FOR QUALIFICATIONS (RFQ)

POLICY 2.23 CONDITION OF USE

The City shall publicly announce, in the same manner that Invitations to Bid are announced, each occasion when professional or consulting services are required for a project whose cost is estimated by the City to be more than $250,000, or for a planning or study activity when the fee for professional services exceeds $50,000

SECTION E – COMPETITIVE SEALED LETTERS OF INTEREST, REQUEST FOR LETTERS OF INTEREST (RLI)

POLICY 2.24 CONDITION OF USE

The Request for Letters of Interest (RLI) is used when there is no expert on staff to write technical specifications, evaluate technical bids or proposals, or keep up with changing technology, and when the City is willing to consider many different approaches. It allows the purchase of complex and often expensive goods or systems without large investments in specifications development. It helps to develop knowledge, allowing some latitude in changing the requirements to obtain the most suitable goods or systems. It begins when a using department provides a succinct, clear explanation of the results they desire from a technology system (this is sometimes called a performance specification). That explanation, along with standard language that advises each interested party of the job's basic requirements, and a detailed list of evaluation factors by which each response will be judged, shall be advertised, and mailed to known providers. Each respondent shall provide evidence of their capability and past experience to meet the desired results. The respondents are then short-listed, and those on the short-list are invited to provide additional evidence through interview or demonstrations before a Selection/Negotiation Committee. The Committee then decides whether they recommend inviting bids from or beginning negotiations with the selected firms. Each firm deemed capable of meeting all requirements shall submit a detailed bid or proposal, including costs, for evaluation. The firm with the evaluated bid or proposal that is most advantageous to the City will then be offered a contract. If it is bid, this would be a form of multi- step bidding.

SECTION F – SINGLE/SOLE SOURCE AND STANDARIZATON

PROCUREMENT POLICY 2.25 EXEMPTION FROM BIDDING

PROCEDURE

Single/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 "single/sole source". The City Commission must approve the award of the contract if the dollar amount exceeds $50,000 .

SINGLE SOURCE
All of the following criteria must be met in order to satisfy the single source requirement for Federally funded awards. City funded awards exempt from requiring a Public Emergency.
:

Attachment: Attachment C - Purchasing Policy Section 2.25 (2025-R-62 : Riverside Park Pier Repair)

- The purchase is during a Public Emergency
- It is the only item that will produce the desired results (or fulfill the specific need)
- The item is available from more than one vendor, but due to extreme circumstance, only one vendor is suited to provide the goods and services.
- The purchase is Proprietary.

SOLE SOURCE

All of the following criteria must be met in order to satisfy the sole source or proprietary requirement for Federally funded awards. City funded awards exempt from requiring a Public Emergency:

- The item is available from only one source of supply
- The purchase is during a Public Emergency
- Competition is deemed inadequate after solicitation or Request for Quotation.

Single/sole source and proprietary source purchases are exempt from competitive requirements. However, all single/sole source requisitions exceeding $50,000 in value will be electronically advertised for a period of at least seven (7). The steps to follow for single/sole source and proprietary source purchases are as follows:

a. The User Department/Department and the Finance Department shall attempt to locate competition. Staff will also check for piggyback contracts. If no other sources are found, the User Department/Department shall submit to the Finance Department a completed single/sole source/proprietary source form, indicating the requisition number.

b. A single/sole source or proprietary source form shall be used to justify and document the requirement. The form shall state why only one source can produce the desired results (or fulfill the specific need).

c. The Finance Department will electronically post on the City website a description of all requisitions meeting the requirements for competitive pricing per Florida Statute for a period of at least seven (7) business days after the receipt of a completed single/sole source form from the department.

d. The Finance Director shall review and approve or disapprove, in writing; single/sole source/proprietary source designation.

e. The User Department/Department shall be notified of disapproved requests and the purchase shall be made in accordance with standard procedures.

f. When the Finance Director approves a single/sole or proprietary source, staff shall conduct negotiations on price, delivery, and terms. The price must be determined fair and reasonable.

g. The Finance Department shall keep a log of single/sole/proprietary source purchases, which includes the vendor's name, the amount, item description, justification, and the purchase order number.

h. For those instance that services are needed involving multiple years (i.e. maintenance of equipment, warranty, etc.) the request must be combined to capture the project, as a whole,

Attachment: Attachment C - Purchasing Policy Section 2.25 (2025-R-62 : Riverside Park Pier Repair)

CITY OF HOLLY HILL
Budget Adjustment Request
Fiscal Year 2024-2025

Requesting Department			Date
Public Works			8/5/202

TAKE FUNDS FROM ACCOUNT NUMBER:	PROJECT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT:
301-8110-580-6300	25BG05	Infrastructure	100,000.0(
		Total	100,000.0(

ADD FUNDS TO ACCOUNT NUMBER:	PROJECT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT:
301-8110-580-6300	25BG15	Infrastructure	100,000.0(
		Total	100,000.0(

Purpose of Transfer: (include as much detail as possible)

To reallocate unencumbered unused funds remaining from Project 25BG05, City Hall Parking Lot Resurfacing, to Riverside Park Pier Replacement. The Pier damage was caused by Hurricane Milton and is estimated to be $200,000 with an additional $22,120.00 for design/CEI which is in the current year budget. The remaining $100,000.00 will be requested as carry forward. A claim will be submitte to FEMA for the Hurricane Milton damage.

Note: Funds can only be transferred within the same fund and same department without requiring further commission action. In addition funds can only be expended after amendment is completed.

---------- Management Approvals----------

Department Head Signature _____ Date

City Manager Signature _____ Date

---------- For Finance Use Only ----------

Finance Review

Finance Director Signature _____ Date _____ Resolution #

Attachment: Attachment D - BAR Riverside Park Pier Project transfer (2025-R-62 : Riverside Park Pier Repair)

CITY OF HOLLY HILL
Budget Amendment Request
Fiscal Year 2024-2025

Requesting Department			Date
Public Works			8/5/202

ADD FUNDS TO ACCOUNT NUMBER:	PROJECT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT:
300-0000-381-1001		Transfer from General Fund	100,000.0(
001-0000-389-1000		Prior Year Carryover	100,000.0(
		Total	200,000.0(

ADD FUNDS TO ACCOUNT NUMBER:	PROJECT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT:
301-8110-580-6300	25BG15	Infrastructure	100,000.0(
001-8110-581-9160		Transfer to Capital Project	100,000.0(
		Total	200,000.0(

Purpose of Transfer: (include as much detail as possible)

Riverside Park Pier was damaged due to Hurricane Milton. The Pier damage is estimated to be $200,000 with an additional $22,120.00 for design/CEI which is in the current year budget. This amendment is to budget for $100,000 from prior year carryover. The remaining $100,000.00 will be requested as a transfer from project 25BG06, City Hall Parking Lot. That project is complete and has unencumbered remaining funds. A claim will be submitted to FEMA for the Hurricane Milton damage.

Note: Funds can only be transferred within the same fund and same department without requiring further commission action. In addition funds can only be expended after amendment is completed.

---------- Management Approvals----------

Department Head Signature _____ Date

City Manager Signature _____ Date

---------- For Finance Use Only ----------

Finance Review

Finance Director Signature _____ Date _____ Resolution #

Attachment: Attachment E - BAR Riverside Park Pier Project Carryover (2025-R-62 : Riverside Park Pier Repair)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: **August 12, 2025**
FROM: **Josef Grusauskas**
SUBJECT: **A Resolution of the City Commission of the City of Holly Hill, Florida, Approving a Budget Amendment Request in the Amount of $99,061.54 to Provide for Change Orders Needed for the Riverside Park Bulkhead Replacement Project, Approving Change Order #3 in an Amount Not to Exceed $76,931 to Allow for Modifications to the Bulkhead and Provide for an Existing 42" Stormwater Outfall and Authorizing the City Manager to Execute the Same; Providing for Severability; and Providing for an Effective Date.**
NUMBER: **2025-R-63**
APPLICANT:
PLANNER:

DISCUSSION:

On January 28, 2025, the Commission of the City of Holly Hill awarded an agreement with Gregori Construction for the replacement of the bulkhead serving Riverside Park through Resolution 2025-R-7. This agreement was in the amount of $700,111,50.

Due to the age of the bulkhead and utilities in the area of construction, unforeseen conditions have been discovered that have caused an increase to the cost of the project. Specifically, the precise locations and depths of AT&T utility lines, FPL utility lines and a City owned stormwater outfall were unknown. Upon the confirmation of the location, depth and size of obstructions, materials need to be modified to allow for the execution of the appropriate design changes.

On June 8, 2025, Change Order #1 in the amount of $11,649 was approved to provide for excavation to determine the location of AT&T lines and the stormwater outfall. On August 1, 2025, Change Order #2 in an amount not to exceed $22,392 was received for the bumping out of a sheet pile for outfall footer obstructions, the modification of materials to allow for a "doghouse" of FPL lines and the modification of materials to allow for a "doghouse" of AT&T lines. These change orders total an amount not to exceed $34,041 and can be approved under the authority of the City Manager.

On August 1, 2025, Change Order #3 was received to provide and install a coffer dam in front of a 42" stormwater outfall, provide an extension to the outfall and modify sheet piles to allow for the extension. This Change Order will be for time and materials based on actual labor/equipment rates and unit pricing of materials. The cost of Change Order #3 is in an amount not to exceed $76,931 and per the City's purchasing policy must be approved by the City Commission. A copy

of change order #3 is included under "Exhibit A".

FISCAL ANALYSIS:

$777,880 has been budgeted towards this project under project 22-BG-10 under general ledger account 301-8110-580-6300. This amount includes engineering, CEI, permitting and construction. Of this amount there is remaining balance of $261.46.

Change Order #2 in an amount not to exceed $22,392 and Change Order #3 in an amount not to exceed $76,931 have not yet been executed. Accordingly, a total amount of $99,323 will be needed to provide for change orders. A budget amendment in the amount of $99,061.54 is needed to fund these change orders and is included under "Exhibit B".

The total project cost including permitting, engineering and construction, including all proposed change orders, is $876,941.54. The City received a grant of 50% of the project cost up to $440,000. As such, upon the approval of Change Order #3 and budget amendments to fund change orders, the City can anticipate reimbursement in the amount of $438,470.77.

STAFF RECOMMENDATION:

Approve a budget amendment in the amount of $99,061.54 to provide for change orders needed for the Riverside Park Bulkhead Replacement Project, approve Change Order #3 in the amount of $76,931 for the Riverside Park Bulkhead Replacement Project and authorize the City Manager to execute the same.

COMMISSION GOAL:

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

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

MOTION:

APPROVING A BUDGET AMENDMENT IN THE AMOUNT OF $99,061.54 TO PROVIDE FOR CHANGE ORDERS NEEDED FOR THE RIVERSIDE PARK BULKHEAD REPLACEMENT PROJECT, APPROVING CHANGE ORDER #3 IN THE AMOUNT OF $76,931 FOR THE RIVERSIDE PARK BULKHEAD REPLACEMENT PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME.

ATTACHMENTS:

- Attachment A - Change Order #3 (PDF)
- Attachment B - BAR Riverside Park Bulkhead Carryover (XLSX)

Resolution No. 2025-63

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING A BUDGET AMENDMENT REQUEST IN THE AMOUNT OF $99,061.54 TO PROVIDE FOR CHANGE ORDERS NEEDED FOR THE RIVERSIDE PARK BULKHEAD REPLACEMENT PROJECT, APPROVING CHANGE ORDER #3 IN AN AMOUNT NOT TO EXCEED $76,931 TO ALLOW FOR MODIFICATIONS TO THE BULKHEAD AND PROVIDE FOR AN EXISTING 42" STORMWATER OUTFALL AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING A BUDGET AMENDMENT REQUEST IN THE AMOUNT OF $99,061.54 TO PROVIDE FOR CHANGE ORDERS NEEDED FOR THE RIVERSIDE PARK BULKHEAD REPLACEMENT PROJECT, APPROVING CHANGE ORDER #3 IN AN AMOUNT NOT TO EXCEED $76,931 TO ALLOW FOR MODIFICATIONS TO THE BULKHEAD AND PROVIDE FOR AN EXISTING 42" STORMWATER OUTFALL AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, the City Commission approved an agreement with Gregori Construction for the replacement of the bulkhead serving Riverside Park in the amount of $700,111.50 on January 28, 2025 through Resolution 2025-R-7.

WHEREAS, due to the age of the bulkhead and utilities in the area of construction, unforeseen conditions have been discovered that require change order to remedy; and

WHEREAS, a budget amendment is needed to fully fund the Riverside Park Bulkhead Replacement Project change orders; and

WHEREAS, Change Order #3 to allow for modifications to the bulkhead in order to provide for an existing 42" stormwater outfall has a cost not to exceed $76,931; and

WHEREAS, staff recommend the approval of the budget amendment and change order #3 in order to fully fund the needs of the Riverside Park Bulkhead Replacement Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION

OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission of the City of Holly Hill approve a budget amendment request in the amount of $99,061.54 to provide for change orders needed for the Riverside Park Bulkhead Replacement Project.

SECTION 2. That the City Commission of the City of Holly Hill approve Change Order #3 in an amount not to exceed $76,931 to allow for modifications to the new seawall to provide for a 42" stormwater outfall.

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

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

APPROVED AND AUTHENTICATED on this 12th day of AUGUST, 2025.

This Change Order will be executed as a Time and Materials change or with Price Not To Exceed total amount shown below.

PROJECT NAME: Riverside Park Bulkhead Replacement
SUBCONTRACTOR: Gregori Construction Inc.
PROJECT #: 25-1725
SUB COR# (OPTIONAL):

CHANGE ORDER #03

	APPROVED		DISAPPROVED	
✓	APPROVED AS NOTED Resubmission not required.		RECEIPT ACKNOWLEDGED No action taken.	
	REVISE AND RESUBMIT According to comments attached.		RECEIPT ACKNOWLEGED Submittal not in conformance with Plans & Specifications	

Contractor is responsible for all dimensions, quantities and performance requirements to be confirmed and correlated at the job site; all information that pertains to fabrication or construction techniques; coordination of the work of all trades; and assuring complaince with Contract Documents. Approval of Contractor Submittals does not releive the Contractor of responsibility for complying with all requirements of the contract.

COMMENTS:

"Change order will be charged based on time and materials based on unit costs and labor/equipment rates. Change Order will be a "Not to Exceed" cost"

Date: 08-01-2025

By: Vijay Sagiri
Name

Vijay Sagiri
Signature

4" Hydr. Pump -WEEK	2.00	1571.23	3142.46	7.0%	3362.43	Attached
Sheets for Coffer Dam - 40 lf x 25', install & remove: per sq ft	1000.00	17.25	17250.00	7.0%	18457.50	Attached
Transport Trk - HRS	10.00	75.00	750.00	7.0%	802.50	RSMeans
Crew Truck/WEEK	2.00	51.00	102.00	7.0%	109.14	RSMeans
TOTAL ALL EQUIPMENT					46415.81	

Equipment Rate is to be rental rate, RSMeans, or Blue Book rate for ownership

Subcontractors

Name	Work Provided	Cost
TOTAL ALL SUBCONTRACTORS		0.00

SUBTOTAL ALL SELF PERFORMED WORK AND SUBS		65907.74	0
SELF PERFORMED 5% OVERHEAD		3295.39	
SELF PERFORMED 10% PROFIT (NOT INCL. O/H)		6590.77	
SUBS 5% COMMISSION			0
SUBTOTAL		75793.90	0
P & P BOND	1.5%	1136.91	0
SUBTOTAL	0.00	76930.81	0
GRAND TOTAL THIS PROPOSAL		$ 76,931	

Attachment: Attachment A - Change Order #3 (2025-R-63 : Riverside Park Bulkhead Change Order #3)

PROJECT NAME: Riverside Park Bulkhead Replacement
SUBCONTRACTOR: Gregori Construction Inc.
PROJECT #: 25-1725
SUB COR# (OPTIONAL):
DATE: 7/29/2025

Demob/Remob Hammer, collar for 42" Outfall Extension thru sheet piles with coffer dam and stormwater control.

Material

Product	Quantity	U/P	Ext. Price	Tax	Subtotal	
#57 stone - tons	20.00	86.50	1730.00	$ 121.10	1851.10	
42" RCP - 1 stick/lf	8.00	117.00	936.00	$ 65.52	1001.52	
Rebar tons - conc. Collar	0.30	1200.00	360.00	$ 25.20	385.20	
Forming materials	1.00	400.00	400.00	$ 28.00	428.00	
TOTAL ALL MATERIAL						3665.82

Labor

Trade	Hours	Rate	Subtotal	Labor Burden	Subtotal	
General Superintendent	2.50	65.00	162.50	43.32%	232.90	
Supervisor	80.00	45.00	3600.00	43.32%	5159.52	
Operator *1	80.00	33.00	2640.00	43.32%	3783.65	
Laborer * 2	160.00	29.00	4640.00	43.32%	6650.05	
TOTAL ALL LABOR						15826.11

Equipment

Equipment Name	Week	Rate	Subtotal	TAX	Subtotal	
CAT Excavator	40	86.42	$3,457	7.0%	$ 3,698.8	RSMeans: 015433200320
Vibratory Hammer	2	6700	$13,400	7.0%	$ 14,338.0	Attached
Excavator - 50' reach	1.00	5278.00	5278.00	7.0%	5647.46	Attached
4" Hydr. Pump w/accs	2.00	1571.23	3142.46	7.0%	3362.43	Attached
Sheets for Coffer Dam - 40 lf x 25', install & remove: per sq ft	1000.00	17.25	17250.00	7.0%	18457.50	
Transport Truck	10.00	75.00	750.00	7.0%	802.50	RSMeans
Crew Truck/week	2.00	51.00	102.00	7.0%	109.14	RSMeans
TOTAL ALL EQUIPMENT						46415.81

Equipment Rate is to be rental rate, RSMeans, or Blue Book rate for ownership

Subcontractors

Name	Work Provided	Cost
TOTAL ALL SUBCONTRACTORS		0.00

SUBTOTAL ALL SELF PERFORMED WORK AND SUBS		65907.74	0
SELF PERFORMED 5% OVERHEAD		3295.39	
SELF PERFORMED 10% PROFIT (NOT INCL. O/H)		6590.77	
SUBS 5% COMMISSION			0
SUBTOTAL		75793.90	0
P & P BOND	1.5%	1136.91	0
SUBTOTAL	0.00	76930.81	0
GRAND TOTAL THIS PROPOSAL		$ 76,931	

Attachment: Attachment A - Change Order #3 (2025-R-63 : Riverside Park Bulkhead Change Order #3)

DEMOLITION HAULING
DUMP TRUCKS
EQUIPMENT RENTAL
FILL CONTRACTORS
LAND CLEARING
TRUCK BROKERAGE

775 South Kirkman Road, Suite 108
Orlando, FL 32811
Ph. (407) 757-0122
Cel. (407) 406- 7143
E-mail: vgarcia@alliedtk.com

PROPOSAL/CONTRACT

TO : GREGORI CONSTRUCTION INC
3435 S Hopkins Av Titusville FL 32780
ATTENTION : Amdrew M Gregori
Email : agregori@gregori-inc.com

PHONE: 321 567 4010 **DATE:** 06/04/2025
FAX:
MOBILE: 305 833 6828
Job: **27th Avenue Park, New Smyrna Beach**

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

Quarry	Material	Description	Rate	
			Amount	Unit
S&L 520	SOIL CEMENT	HAULING	$ 17.50	TN
		MATERIAL	$ 45.20	TN
CPG	SANDY FILL	HAULING	$ 20.40	CY
		MATERIAL	$ 6.00	CY
CPG	SANDY FILL	HAULING	$ 10.20	CY
		MATERIAL	$ 6.00	CY
M MARRIETTA PORT CANAVERAL	FDOT #67	HAULING	$ 17.50	TN
		MATERIAL	$ 69.00	TN
M MARRIETTA PORT CANAVERAL	FDOT #89	HAULING	$ 17.50	TN
		MATERIAL	$ 69.00	TN
M MARRIETTA PORT CANAVERAL	FDOT #57	HAULING	$ 17.50	TN
		MATERIAL	$ 69.00	TN
CEMEX CITY POINT	FDOT #57	HAULING	$ 15.00	TN
		MATERIAL	$ 59.50	TN
CEMEX CITY POINT	FDOT #89	HAULING	$ 15.00	TN
		MATERIAL	$ 61.90	TN
CEMEX CITY POINT	FDOT # 67	HAULING	$ 15.00	TN
		MATERIAL	$ 61.90	TN

Prices based on net 30 days' payment
NOTE: *All rates are based on service upon truck availability and/or loading conditions at the quarry. Upon acceptance of proposal and* ***before*** *placement of order(s), please sign and return to our office via email.* ***Please note that before ordering service for any project, you MUST submit a Notice of Commencement stating all the legal description for that particular project.***
Please remember that acceptance of proposal ***DOES NOT*** *represent an order. For placement of orders you must contact our dispatch department with at least one day notice. Prices are subject to change if rate(s) increases from the quarry (is) and/or if rate(s) change at the dump site(s). Hauling rates are subject to change depending on current fuel prices.*

SPECIAL PROVISIONS: Prices Quoted Are US Tons (Not Metric) /Prices Quoted Do Not Allow Retainage

PAYMENT TO BE MADE AS FOLLOWS: Net 30 Days

All work is done with the understanding that the customer is fully responsible to verify that all labor, materials, quantities, equipment, time and all other work furnished meets the requirements of the job stated above. Upon customer satisfaction, customer and/or authorized persons will acknowledge by signing the delivery tickets for all work/materials furnished. After the signing of the delivery tickets, customer is fully liable for all work stated thereon. There will be no credits issued and no discrepancies after the signing of said tickets. All agreements are contingent upon strikes, accidents, acts of God or delays beyond our control. This proposal is acceptable within 30 days and is void thereafter at the option of the undersigned. In the event, it becomes necessary for **Allied Trucking of Orlando LLC.** to engage the services of an attorney to collect any sums due under this contract. The customer will pay reasonable attorney's fees and all costs in making such collection.

Attachment: Attachment A - Change Order #3 (2025-R-63 : Riverside Park Bulkhead Change Order #3)

AUTHORIZED SIGNATURE: _____

ACCEPTANCE OF PROPOSAL: _____

DATE OF ACCEPTANCE _____ **AUTHORIZED SIGNATURE** _____

Attachment: Attachment A - Change Order #3 (2025-R-63 : Riverside Park Bulkhead Change Order #3)

COUNTY MATERIALS CORPORATION

ASTATULA

25750 CR561
ASTATULA, FL 34705
Phone: (352)343-8488

Quotation

Date: 1/21/2025	***Bid Date:*** 7/26/2024	***Time:*** 12:00 PM	***Project:*** 044-2007-24	***Revision:*** 0	

Bid To: GREGORI CONSTRUCTION & ENG
Contact: James Dooley
Phone:
Email: jdooley@gregori-inc.com

Quoted By: Rick Bolinger ***Cell:*** (772)453-11(
Email: rick.bolinger@countymaterials.com

Description	UOM	Qty	Unit Price	Extension
ROUND PIPE				
36" RCP CL3	LF	16.00	$117.00	$1,872.
Net Price				**$6,768.**

*MES BAR GRATES ARE AVAILABLE IN SINGLE, DOUBLE AND TRIPLE RUN, WITH OR WITHOUT BOLT FRAME. MES BAR GRATES ARE A SPECIAL ORDER IT REQUIRE A MINIMUM OF 2 WEEKS PRODUCTION TIME, ARE NON-RETURNABLE AND NON-REFUNDABLE. CALL FOR MORE INFORMATION OR A QUOTE.

Material to be used for drainage

Clerical errors are subject to correction. All M.E.S. quoted as 4:1 slope unless otherwise noted. All quantities are rounded up to even joints.

PRICE & AVAILABILITY SUBJECT TO CHANGE AFTER 30 DAYS . All sales are subject to all applicable Sales Tax unless exempt tax status is provided prior to first shipment.

Prices quoted are FULL TRUCK LOAD QUANTITIES f.o.b. jobsite; TRUCK NEAR AS POSSIBLE TO JOBSITE UNDER OWN POWER. All ERCP and RCP will require loading by customer. Subject to possible fuel surcharge. A minimum drop charge may apply on less than full truckload quantities.

A 30% restocking charge will be added to all returned items. ALL DESIGN/SPECIALTY ITEMS ARE NON RETURNABLE, NON REFUNDABLE, & REQUIRE A SIGNED ORDER OR PURCHASE ORDER.

Payment Terms: All invoices are due and payable by the end of the month following the month of purchase. Invoices not paid when due shall accrue interest at the rate o 1/2% per month (18% per annum).

Contract: This proposal when signed by Seller and Buyer constitutes a binding contract and is made for acceptance within thirty (30) days from date hereof unless used f bidding purposes, in which case it is for acceptance within thirty (30) days of the awarding of the contract. No other contract will be signed unless this quotation and its attached terms and conditions are made a part thereof. This bid is contingent upon successful negotiations of the contract for this project, between County Materials Corporation and the General Contractor / Contractor / Subcontractor.

Signature by Buyer, or Company PO, acknowledges acceptance of the terms and conditions attached. If Buyer fails to sign, the terms and conditions of this document sh become binding upon Seller's delivery or commencement of delivery. Any additional terms and conditions proposed by Buyer, whether written or verbal, are rejected and shall be of no force or effect unless expressly consented to in writing by the Seller.

Attachment: Attachment A - Change Order #3 (2025-R-63 : Riverside Park Bulkhead Change Order #3)

TRINITY CONSTRUCTION PRODUCTS, INC.
806 E. 13TH STREET
APOPKA, FLORIDA 32703
TELEPHONE: (407) 886-5896
WALLY@TRINITYCONSTRUCTIONPRODUCTS.COM

Attachment: Attachment A - Change Order #3 (2025-R-63 : Riverside Park Bulkhead Change Order #3)

PROPOSAL

RE: **Bid Date:** DECEMBER 13, 2023 (REVISION #1.5.19.2025)
Owner: N/A
Project: HOLLY HILL RIVERSIDE PARK RETAINING WALL CAP, HOLLY HILL, FL USA
Architect:
Engineer: DREDGING & MARINE CONSULTANTS
EST-FOLDER # 24-1273

TRINITY CONSTRUCTION PRODUCTS, INC. submits the following bid for the above referenced project, subject to the terms and conditions included herein. *TRINITY CONSTRUCTION PRODUCTS, INC.* proposes to furnish the following described material for the above referenced project in accordance with the terms and conditions incorporated in this proposal.

All reinforcing steel to be detailed, fabricated, bundled, and tagged, with placing plans, in accordance with the ACI 315 Detailing Manual and The Concrete Reinforcing Steel Institute's (CRSI) Manual of Standard Practice, per the editions referenced in the plan drawings.

BID PROPOSAL

The necessary reinforcing steel cut, bent, bundled, and tagged with placing plans for the lump sum price of (subject to exclusions**, All State Sales Taxes Are Excluded** and conditions herein), **$4,800.00** FOB the job site (unloading by others) or at nearest accessible road or street in such a state of condition or repair as not to injure or cause undue hazard to the *TRINITY CONSTRUCTION PRODUCTS, INC.* personnel or trucks operating under their own power.

INCLUDES REINFORCING STEEL GR 60 BLACK FOR: REINFORCING STEEL FOR 200 LF OF CONCRETE WALL CAP.

CONCRETE WALL CAP (APPOX. 4.0 TON)

ADD: (ADD ITEMS BELOW AS AN EXTRA TO ABOVE BASE BID)

ADD ITEMS ARE A UNIT COST ITEM AND ARE SUBJECT TO CHANGE AT ANY TIME.

WE DO CARRY ACCESSORIES; WIRE MESH, VISQUEEN, TAPE, LOOP TIES, 3 1 /2 # COIL TIE WIRE, MESH UP'S. AND BESSER BRICK

TERMS AND CONDITIONS
SPECIFIC NOTES

United Rentals
TRENCH SAFETY

BRANCH G04
600 E LANDSTREET RD
ORLANDO FL 32824-7801
407-888-9394

RENTAL QUOTE

249617428

Customer #	: 702825
Quote Date	: 06/24/25
Estimated Out	: 07/11/25 09:00 AM
Estimated In	: 07/18/25 09:00 AM
UR Job Loc	: 804 RAVEN AVE, LONGW
UR Job #	: 359
Customer Job ID:	
P.O. #	: 251752
Ordered By	: NATHAN FERRARO
Written By	: JOHN MCKAY
Salesperson	: CHRISTOPHER CECILION

Job Site

RAVEN OUTFALL
804 RAVEN AVE
LONGWOOD FL 32750

Office: 724-353-1322

GREGORI CONSTRUCTION & ENGINER
PO BOX 121
SARVER PA 16055-0121

This is not an invoice
Please do not pay from this documer

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated A
1	9057157	EXCAVATOR VIB PILE HAMMER 1500IN/LBS		2,310.00	4,600.00	13,100.00	4,600.0
1	9057158	VIBRATORY DAMPENER SD20 VIBRATORY DAMPENER		530.00	1,400.00	3,700.00	1,400.0

Rental Subtotal: 6,000.0

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Am
1	DELIVERY CHARGE	350.000	EACH	350.0
1	PICKUP CHARGE	350.000	EACH	350.0

Sales/Misc Subtotal: 700.0

Agreement Subtotal: 6,700.0
Tax: 420.0
Estimated Total: 7,120.0

COMMENTS/NOTES:

CONTACT: NATHAN FERRARO
CELL#: 321-307-0894
DLV/PKU LOC SELECTED BY MAP PIN OPTION

!!!ATTENTION!!!
FOR ALL SHEETING & BRACING ORDERS; TO RECEIVE ORDERS ON THE REQUESTED DATE A MINIMUM NOTICE OF 5 BUSINESS DAYS IS REQUIRED
ALL PRICING IS SUBJECT TO AVAILABILITY IN ORLANDO YARD.

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at https://www.unitedrentals.com/legal/rental-service-terms-US and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

U1INVPDF

Attachment: Attachment A - Change Order #3 (2025-R-63 : Riverside Park Bulkhead Change Order #3)

SYNERGY EQUIPMENT

Quotation

Quote #: Q-353411-1
Delivery Date:
Date: 5/13/2025
Expires On: 6/12/2025
PO Number:

General Rental
Daytona Beach Branch
1830 MASON AVE,
DAYTONA BEACH, FL 32117
Phone: (386) 222-0669
Email: synsalesday@synergyequip.com

Ship To
Nathan Ferraro
NASAS SHORE LINE REPAIR
Cocoa Beach, 32932
Office:(321) 438-1879
Mobile:(321) 307-0894
nferraro@gregori-inc.com

Bill To
GREGORI CONSTRUCTION, INC.
null
SAVER, PA 16055

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	TERMS
Brownie Foster	+1 3864814896	bfoster@synergyequip.com	Site Delivery	Net 30

Equipment Listing / Rental and Delivery Costs

Cat-Class	Product	Day	Week	4 Week
330-1335	EXCAVATOR-32-35T-50' DEPTH-TRACK (DOOSAN DX225-LONG REACH)	$1,450	$3,600	$8,600
330-1400	EXCAVATOR-32-35T-60-65' DEPTH-TRACK (JD 250 LONG REACH)	$1,675	$4,500	$10,500
		$3,125	$8,100	$19,100

Total Rental with Applicable Charges

	Day	Week	4 Week
Rental	$3,125.00	$8,100.00	$19,100.00
Environmental Fee (3.5%)	$109.38	$283.50	$668.50
Tax (Brevard 7.0%)	$226.41	$586.85	$1,383.80
Loss Damage Waiver (15%)			
Total Freight	$1,300	$1,300	$1,300
TOTAL	**$4,760.78**	**$10,270.35**	**$22,452.30**

All Rates are based on a 8 Hour Day, 40 Hour Week & 160 Hour Month unless previously agreed upon in writing.
LDW will be charged unless a complying, valid Certificate of Insurance is on file with Synergy/Opifex
Quote valid for 30 Days & subject to availability. We look forward to earning your business!
Certified Minority Business Enterprise FL238655

Attachment: Attachment A - Change Order #3 (2025-R-63 : Riverside Park Bulkhead Change Order #3)

SYNERGY EQUIPMENT

PUMP DIVISION

Quotation

Quote #: Q-328406-1
Delivery Date: 1/15/2025
Date: 1/7/2025
Expires On: 2/6/2025
PO Number: 241671

Pump Division
Orlando Branch
2655 E. Irlo Bronson Memorial Hwy,
Kissimmee, FL 34744
Phone: (321) 888-3374
Email: orlpumpcounter@synergyequip.com

Ship To
Nathan Ferraro
LS 33
4429 W. Eau Gallie Blvd.
Melbourne, Florida 32934
Office:(321) 438-1879
Mobile:(321) 307-0894
nferraro@gregori-inc.com

Bill To
GREGORI CONSTRUCTION, INC.
null
SAVER, PA 16055

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	TERMS
Jeremy Mostyn	+1 3212002305	jmostyn@synergyequip.com	Site Delivery	Net 30

Equipment Listing / Rental and Delivery Costs

Cat-Class	QTY	Product	Day Unit Price	Week Unit Price	4 Week Unit Price	Day Total	Week Total	4 Week Total
710-1072	1.00	PUMP HYD POWER UNIT PU-72-OP-D-S-44	$207.00	$619.00	$1,857.00	$207.00	$619.00	$1,857.00
712-1504	1.00	PUMP TRASH HYD HEAD 4" VORTEX	$68.00	$202.00	$605.00	$68.00	$202.00	$605.00
757-1450	3.00	HOSE 4"X50' QC-LF-D	$9.00	$28.00	$85.00	$27.00	$84.00	$255.00
769-1015	1.00	HOSE 1"X50' HYD-WINGNUT	$20.00	$60.00	$180.00	$20.00	$60.00	$180.00
769-1145	1.00	HOSE 1-1/4"X50' HYD-WINGNUT	$23.00	$70.00	$212.00	$23.00	$70.00	$212.00
			$327.00	$979.00	$2,939.00	$345.00	$1,035.00	$3,109.00

Total Rental with Applicable Charges

	Day	Week	4 Week
Rental	$345.00	$1,035.00	$3,109.00
Environmental Fee (3%)	$12.08	$36.23	$108.82
Tax (%)	$0.00	$0.00	$0.00
Loss Damage Waiver (15%)			
Delivery Fees	$250.00	$250.00	$250.00
Pickup Fees	$250.00	$250.00	$250.00
Labor Fees			
TOTAL	**$857.08**	**$1,571.23**	**$3,717.82**

Attachment: Attachment A - Change Order #3 (2025-R-63 : Riverside Park Bulkhead Change Order #3)

CITY OF HOLLY HILL
Budget Amendment Request
Fiscal Year 2024-2025

Requesting Department			Date
Public Works			8/12/202

ADD FUNDS TO ACCOUNT NUMBER:	PROJECT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT:
301-0000-381-1001		Transfer from General Fund	99,323.0(
001-0000-389-1000		Prior Year Carryover	99,323.0(
		Total	198,646.0(

ADD FUNDS TO ACCOUNT NUMBER:	PROJECT NUMBER:	ACCOUNT DESCRIPTION:	AMOUNT:
301-8110-580-6300	22BG10	Infrastructure	99,323.0(
001-8110-581-9160		Transfer to Capital Project	99,323.0(
		Total	198,646.0(

Purpose of Transfer: (include as much detail as possible)

The Commission approved the replacement of 205'of the seawall serving Riverside Park on January 28, 2025, Resolution 2025-R-7. Subsequently, Change Order #1 in the amount of $11,649.00 was approved by the City Manager for an AT&T Obstruction Locate and Storm Drain Outfall. Gregori Construction has submitted Change orders #2 in a not to exceed cost of $22,392 for outfall footer obstructions #3 in a not to exceed cost of $76,931 for Coffer Dam and outfall extension.

Note: Funds can only be transferred within the same fund and same department without requiring further commission action. In addition funds can only be expended after amendment is completed.

---------- Management Approvals----------

Department Head Signature _____ Date _____

City Manager Signature _____ Date _____

---------- For Finance Use Only ----------

Finance Review

Finance Director Signature _____ Date _____ Resolution # _____

Attachment: Attachment B - BAR Riverside Park Bulkhead Carryover (2025-R-63 : Riverside Park Bulkhead Change Order #3)

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **August 12, 2025**
FROM: **Joseph Forte**
SUBJECT: **Request for Lien Reduction - 1511 Center Avenue**
NUMBER: **(ID # 4953)**
APPLICANT:
PLANNER:

DISCUSSION:

The City has received a formal request to reduce a Code Enforcement lien on the property located at **1511 Center Avenue, Holly Hill, FL, 32117**. The property has been owned by Schwalm Holdings, LLC whose address is 1106 Canyon Edge Drive - Austin, Tx 78733.

There were three code cases open on this property.

Case #1045369, 106-101(a) Tree removal without a permit.

Case # 1046270, 82-131 Building permit requirement

Case #CER2024-000633, Sections 26-61 (2) Trash, 26-61(3) Vermin, IMPC 302.4 Grass, IPMC 304.1 Exterior Maintenance, IPMC 304.2 Peeling Paint, IMPC 304.9 Awnings, 38-34 Property Registration

All violations are currently in compliance. This property was purchased through a Tax Deed Auction where the buyer was unable to determine if a lien on the property existed. Typically, when a property is sold with a lien, through traditional methods, there is an assumption that the lien was taken into consideration during the negotiations of the purchase price so a lien reduction is usually not granted unless the buyer enters into a compliance agreement with the city manager. Purchases made during a tax deed auction do not often provide an opportunity for a lien search to be done or an agreement with the city manager.

Since the property is currently in compliance with a purchase and sale agreement in place, below is the recommendation on what the settlement payment should be. The entire code file is available through the City Clerk's office.

FISCAL ANALYSIS:

Item	**Amount**
Special Magistrate Fees (2 meetings)	$500.00
Recording Fees (1)	$105.00

Code Enforcement Staff (40 hrs @ $37.83)	$1,513.20
Finance Staff (1 hr @ $35.05)	$35.05
Community Development Director (1 hrs @ $87.86)	$87.86
Lien Release Fee	$105.00
Citation for tree removal	$250.00
10% of Original Lien	$17,310.00
Total	**$ 19,906.11**

The **City Manager**, in coordination with Mr. Schwalm, has negotiated a lien reduction based on current compliance.

Staff Recommendation:

Approve the reduction of the lien from **$173,100.00** to **$19,906.11** with payment to be made **no later than August 15, 2025**. Upon receipt of payment, the City will issue a Release of Lien.

Commission Goal:

Goal #2: Enhance City aesthetics through beautification and maintenance of city property and public rights-of-way, enforce zoning and maintenance codes consistently, and establish reasonable design standards for all new developments and business improvements.

MOTION:

APPROVE THE REDUCTION OF THE LIEN FROM $173,010.00 to **$19,906.11, TO BE PAID NO LATER THAN AUGUST 15, 2025. DIRECT STAFF TO ISSUE A RELEASE OF LIEN UPON SATISFACTION OF THE PAYMENT.**

- 1511 Center Ave (PDF)

MEMORANDUM

DATE: June 19, 2025

TO: CITY MANAGER

THROUGH: CODE ENFORCEMENT

FROM: CODE ENFORCEMENT

RE: CASE # 1075369, 1046270, CER2024-000633
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 **$173,850.00** in this case.

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

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

(1) If a property owner has purchased property on which a lien was recorded, a waiver or reduction on lien shall not be granted, in such cases, the lien should have been considered in reaching a purchase price.

☒ FAILS
☐ DOES NOT FAIL

(2) If the title insurance policy is issued upon the purchase of the property and the title insurance failed to identify or consider the lien, a waiver or reduction in lien shall not be granted. In such cases, the lien should have been discovered by the title insurer and providing a reduction of waiver would place the County in the position of indemnifying the title insurer against its losses, which losses should be reflected in premium charges.

☐ FAILS
☒ DOES NOT FAIL

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

Attachment: 1511 Center Ave (4953 : Request for Lien Reduction - 1511 Center Avenue)

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

☐ FAILS
☒ DOES NOT FAIL

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

Joseph Forte
CITY Manager

☒ APPROVED FOR CONSIDERATION BY BCC

☐ DENIED

Attachment: 1511 Center Ave (4953 : Request for Lien Reduction - 1511 Center Avenue)

LIEN REDUCTION REQUEST PACKET

Date: 6/19/25

From: Randy Ast

ADDRESS: 1511 Center

CASE #: Multiple Cases

Has the property been sold since the City's lien was filed? YES X NO

3 - liens Filed prior to sale. Inst# 20192221484, 20192221483 & 482
1 - lien filed after the sale Inst# 2024155706

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

What date did the property become compliant? 6/11/24, ~~4~~/26/25, 5/16/25

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

Has a lis pendins/final judgement been filed? YES____ NO X

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

What date was the lien filed? 11/12/2019, 8/12/2024

Who owned the property at the time our lien was filed?
Amber Moore / Schwalm Holdings LLC

What supporting documentation is attached?
liens, NOV, VC PP, Warranty Deed

Who owns the property now? Schwalm Holdings LLC

What supporting documentation is attached? Warranty Deed

NOTES:

CE Officer completing this form

6/19/25
Date

Attachment: 1511 Center Ave (4953 : Request for Lien Reduction - 1511 Center Avenue)

Lien Reduction Request Information Sheet

Property Address: 1511 Center Date Prepared: 6/19/25

Owner of Property: Schwalm Holdings LLC

Date of Notice of Violation: _____

Violations:

1. See Exhibit A Date of Compliance _____ Exhibit A
2. _____ Date of Compliance _____ Exhibit _____
3. _____ Date of Compliance _____ Exhibit _____
4. _____ Date of Compliance _____ Exhibit _____
5. _____ Date of Compliance _____ Exhibit _____
6. _____ Date of Compliance _____ Exhibit _____

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

Daily Fines of $ 25.00 / 250.00 for 3,136 / 315 days equals 78,400 = 78,750 Dollars

Daily Fines of $ 50.00 / 50.00 for 295 / 24 days equals 14,750 = 1,200 Dollars

173,100 Total

Notes if Applicable:

$250.00 Citation - Removal of tree w/o permit

Fiscal Analysis:

250.00 ~~Grass Cutting~~ Citation

500.00 Special Master Administrative Fine(s)

173,100 Daily Accumulated Fines

105.00 Filing Fees for Liens

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

_____ Code Enforcement Cost (Amount of Staff Hours: 40 + 1-Brian + 1-Joe

105.00 Lien Release Fees

_____ Other: _____

_____ Subtotal

_____ Interest

_____ TOTAL

Attachment: 1511 Center Ave (4953 : Request for Lien Reduction - 1511 Center Avenue)

Exhibit A

	Date of Compliance	SM Date
Case # 1045369		7-29-15
106-101(a) Tree removal w/o Permit		
Exhibit A-1		
Case # 1046270		10-26-15
82-131 Building Permit Required	6-11-24	
Exhibit A-2		
Case # CER2024-000633		6-21-24
Exhibit A-3		
26-61(2) Trash	5-16-25	
26-61(3) Vermin	5-16-25	
IPMC 302.4 Grass	5-16-25	
IPMC 304.1 Ext. Maint.	4-26-25	
IPMC 304.2 Peeling paint	5-16-25	
IPMC 304.9 Awnings	6-11-24	
38-34 Property Registration	5-16-25	

Dates of compliance

Attachment: 1511 Center Ave (4953 : Request for Lien Reduction - 1511 Center Avenue)

CITY OF HOLLY HILL

CASE # CER2024-000633

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: SCHWALM HOLDINGS LLC / Brandyn Schwalm

Property Address: 1511 Center Ave, Holly Hill, FL 32117

Contact information where you can be reached during the day:

Cell Phone 9415395464 Email brandynschwalm@gmail.com

Is the property now in compliance? X YES ___NO

(If No, explain in detail)

Attachment: 1511 Center Ave (4953 : Request for Lien Reduction - 1511 Center Avenue)

Are you claiming financial hardship? __ YES X NO

If yes, please explain:

Are you claiming medical hardship? __YES X NO

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

If the property owner is unable to complete this form, list the name of the person who is legally authorized to act for the property owner and his/her relationship to the property owner:

Name:_____

Relationship:_____

I, Brandyn Schwalm, do hereby submit this REQUEST FOR REDUCTION OF LIEN to request a reduction in the total amount of lien imposed and in support of the following statement:

I am writing to respectfully request a reduction of the outstanding code enforcement lien on the property. As an investor I bought the property with the intention to rehab it right away but with the market downturn it caused liquidity issues with other projects not selling and/or taking much longer to rehab. I have already invested over $35,000 to bring the property into full compliance which was still tou for me to make happen. While I understand the importance of maintaining code standards, the current lien amount adds additional s after having made substantial efforts and financial commitments to resolve all violations. The property is now fully compliant, and I respectfully ask for your consideration in reducing the lien to a more manageable amount in light of these circumstances.

Attachment: 1511 Center Ave (4953 : Request for Lien Reduction - 1511 Center Avenue)

Date: 6/17/25 Signed: Brandyn Schwalm

Print Name: Brandyn Schwalm

STATE OF Texas

COUNTY OF: Travis

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

Date: 6/17/2025

SARAH MEGAN MARY KANETZKY
MY COMMISSION EXPIRES
6/24/2028
NOTARY ID: 134685973

Notary Public

My Commission Expires 6/24/2028

RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO

CODE ENFORCEMENT DEPARTMENT

1065 RIDGEWOOD AVENUE

HOLLY HILL, FL 32117

Attachment: 1511 Center Ave (4953 : Request for Lien Reduction - 1511 Center Avenue)

APPLICANT AUTHORIZATION FORM

An authorized applicant is defined as:

- The property owner of record; or
- An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- Contract purchaser (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I Brandyn Schwalm / Manger, Schwalm Holdings LLC, the fee simple owner of the following
(Owner's Name)

described property (Provided Legal Description or Tax Parcel ID Number(s) 424204310242

hereby petition the Holly Hill City Commissioners to grant a release of lien in the amount of $2,000 for Case No. CFR2024-000633, and affirm that is hereby designated to act as my / our authorized agent and to file the attached application for the above stated request and make binding statements and commitments regarding the request.

Brandyn Schwalm
Owner's Name

Owner's Name

Brandyn Schwalm
Owner's Signature

Owner's Signature

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

SWORN TO AND SUBSCRIBED before me this 17 day of June, 2025

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Brandyn Schwalm, who is personally known to me or who has produced Drivers license as identification and who executed the foregoing instrument and sworn oath.

WITNESS my hand and official seal in the County and State last aforesaid this 17 day of June, 2025.

SARAH MEGAN MARY KANETZKY
NOTARY PUBLIC STATE OF TEXAS
MY COMMISSION EXPIRES
6/24/2028
NOTARY ID: 134685973

Sarah Kanetzky
Notary Public in and for the County and State Aforementioned

My Commission Expires: 6/24/2028

Attachment: 1511 Center Ave (4953 : Request for Lien Reduction - 1511 Center Avenue)

HOLLY HILL
FLORIDA

CITY OF HOLLY HILL
1065 Ridgewood Avenue Holly Hill, Florida 32117
www.hollyhillfl.org

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

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

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

Economic Development
386-248-9424
Fax 386-248-9448

Finance
386-248-9427
Fax 386-248-9448

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

Information Technology
386-248-9449
Fax 386-248-9448

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

Recreation
386-248-9460
Fax 386-248-9446

Utility Billing
386-248-9432
Fax 386-248-9448

SCHWALM HOLDINGS LLC
1106 CANYON EDGE DR
AUSTIN TX 78733 2613

Courtesy Notice to New Owners

This is an advisory notice to the new owners of 1511 Center Ave Holly Hill, FL 32117.

It has come to the attention of the city that you have purchased this property. This property has current and active Code Enforcement liens that have been recently re-filed. Attached to this notice you will find copies of the liens and of the orders explaining the violations. It is advised that you as the new owners take steps to come into compliance to stop the daily fines.

A brief overview of the property violations:

- Violations of City Ordinances for the removal of tree's without permits. (Citation
- Violations of City Ordinances for the requirement of Building Permits
    - Front Porch
    - Back Porch
    - Roofing/Covering of porches
    - Special Magistrate Administrative Fines

Please hire a General Contactor and have them come into City Hall at, 1065 Ridgewood Ave Holly Hill, FL 32117, to apply for building permits. Please feel free to contact me with any questions.

Thank you,

Kyle Mahanes
Code Enforcement Officer/Animal Control Officer
City of Holly Hill
(386)248-9483

mailed 5/20/2024 KM

Attachment: 1511 Center Ave (4953 : Request for Lien Reduction - 1511 Center Avenue)

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Agenda Item

MEETING DATE: **August 12, 2025**
FROM: **Joseph Forte**
SUBJECT: **Request for a Lien Reduction - 563 10Th Street**
NUMBER: **(ID # 4954)**
APPLICANT:
PLANNER:

DISCUSSION:

The City has received a formal request to reduce a Code Enforcement lien on the property located at **563 10th Street, Holly Hill, FL, 32117**. The property has been owned by Ryan and Margret Jaisingh whose address is 1512 State Avenue, Holly Hill, FL. The property at 563 10th Street is an apartment complex.

There were several violations identified on this property in the Findings of Fact and Conclusion of Law from the Special Master hearing on October 27, 2023.

The violations were IPMC 304.12 Handrails and Guards, IMPC 304.15 Doors, IMPC 302.3 Parking Stops, IPMC 304.6 Exterior Walls

IMPC 304.13 Windows, IPMC 304.14 Screens, IMPC 304.1 Light Fixtures, IPMC 304.10 Stairs, IMPC 302.1 Staining, 114-727 Fences and 26-21 Trash & Debris.

All violations are currently in compliance making the request eligible for a lien reduction.

Since the property is currently in compliance below is the recommendation on the settlement payment to be made to release the lien. The entire code file is available through the City Clerk's office.

FISCAL ANALYSIS:

Item	**Amount**
Special Magistrate Fees	PAID
Recording Fees (1)	$54.00
Code Enforcement Staff (15 hrs @ $37.83)	$567.45
Finance Staff (1 hr @ $35.05)	$35.05
Community Development Director (1 hrs @ $87.86)	$87.86

Lien Release Fee	$20.00
10% of Original Lien	$19,365.00
Total	**$20,129.36**

The **City Manager**, in coordination with the owner's representative, has agreed to this settlement.

Staff Recommendation:

Approve the reduction of the lien from **$193,650.00** to **$20,129.36** with payment to be made **no later than September 12, 2025**. Upon receipt of payment, the City will issue a Release of Lien.

Commission Goal:

Goal #2: Enhance City aesthetics through beautification and maintenance of city property and public rights-of-way, enforce zoning and maintenance codes consistently, and establish reasonable design standards for all new developments and business improvements.

MOTION:

APPROVE THE REDUCTION OF THE LIEN FROM $193,6650.00 to **$20,129.36, TO BE PAID NO LATER THAN SEPTEMBER 12, 2025. DIRECT STAFF TO ISSUE A RELEASE OF LIEN UPON SATISFACTION OF THE PAYMENT.**

- 563 10th Street (PDF)

MEMORANDUM

DATE: July 21, 2025

TO: CITY MANAGER

THROUGH: CODE ENFORCEMENT

FROM: CODE ENFORCEMENT

RE: CASE # 23-~~390~~ 3930
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 **$193,650.00** in this case.

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

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

(1) If a property owner has purchased property on which a lien was recorded, a waiver or reduction on lien shall not be granted, in such cases, the lien should have been considered in reaching a purchase price.

☐ FAILS
☒ DOES NOT FAIL

(2) If the title insurance policy is issued upon the purchase of the property and the title insurance failed to identify or consider the lien, a waiver or reduction in lien shall not be granted. In such cases, the lien should have been discovered by the title insurer and providing a reduction of waiver would place the County in the position of indemnifying the title insurer against its losses, which losses should be reflected in premium charges.

☐ FAILS
☒ DOES NOT FAIL

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

Attachment: 563 10th Street (4954 : Request for a Lien Reduction - 563 10Th Street)

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

☐ FAILS
☒ DOES NOT FAIL

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

Joseph Forte
CITY Manager

☑ APPROVED FOR CONSIDERATION BY BCC

☐ DENIED

Attachment: 563 10th Street (4954 : Request for a Lien Reduction - 563 10Th Street)

LIEN REDUCTION REQUEST PACKET

Date: July 21, 2025

From: Randy Ast

To:

ADDRESS: 563 10th Street

CASE # 23-3930

Has the property been sold since the City's lien was filed? YES____ NO X

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

What date did the property become compliant? 6/24/25

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

Has a lis pendins/final judgement been filed? YES____ NO X

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

What date was the lien filed? 8-26-24

Who owned the property at the time our lien was filed?
Margaret & Ryan Jaisingh

What supporting documentation is attached?
VCPP, SM Order, Lien

Who owns the property now? Same

What supporting documentation is attached? VCPP

NOTES:

CE Officer completing this form

7/21/25
Date

Attachment: 563 10th Street (4954 : Request for a Lien Reduction - 563 10Th Street)

Lien Reduction Request Information Sheet

Property Address: 563 10th Date Prepared: 7/21/25

Owner of Property: Ryan and Margaret Jaisingh

Date of Notice of Violation: 7-23-23

Violations:

1. IPMC 304.12 Handrails & Guards Date of Compliance 6-24-25 Exhibit A
   IPMC 304.15 Door
2. IPMC 302.3 Parking stop Date of Compliance _____ Exhibit _____
   IPMC 304.6 Exterior wall
3. IPMC 304.13 Window Date of Compliance _____ Exhibit _____
   114-727 Fence
4. IPMC 304.14 Ins, Screens Date of Compliance _____ Exhibit B
   IPMC 304.1 Light fixture
5. IPMC 304.10 Stairs Date of Compliance _____ Exhibit _____
   26-61(2) Trash + Debris
6. IPMC 302.1 Staining Date of Compliance 10/24/24 Exhibit _____

Date of Special Master Hearing: 10/27/23 Daily Fines Start Date: 11/29/23

Daily Fines of $ 50.00 for 573 days equals 28,650.00 Dollars

Daily Fines of $ 500.00 for 330 days equals 165,000.00 Dollars

Notes if Applicable:

_____

_____

Fiscal Analysis:

_____ Grass Cutting

Paid Special Master Administrative Fine(s)

193,650.00 Daily Accumulated Fines

54.00 Filing Fees for Liens

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

15 Code Enforcement Cost (Amount of Staff Hours: + Joe 1 + Brian 1

20.00 Lien Release Fees

_____ Other: _____

_____ Subtotal

_____ Interest

_____ TOTAL

Attachment: 563 10th Street (4954 : Request for a Lien Reduction - 563 10Th Street)

CITY OF HOLLY HILL

CASE # 23-3930

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: Ryan Jaisingh and Margaret Jaisingh

Property Address: 563 10th Street, Holly Hill, FL 32117 (533738010010)

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

_____ 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

Attachment: 563 10th Street (4954 : Request for a Lien Reduction - 563 10Th Street)

If the property owner is unable to complete this form, list the name of the person who is legally authorized to act for the property owner and his/her relationship to the property owner:

Name: Jessica Gow/Cobb Cole

Relationship: Attorney

I, Jessica Gow, do hereby submit this REQUEST FOR REDUCTION OF LIEN to request a reduction in the total amount of lien imposed and in support of the following statement:

Upon learning of the violations under Case 23-3930, the Property Owners promptly took steps to address them, and all violations passed final inspection in or around November 2024, except for Violation 304.12 concerning the handrails and guardrails. The Property Owners did not become aware of this remaining violation until that time. Resolving this violation required the Property Owners to completely replace the existing handrails and guardrails, which involved hiring a contractor to pull permits, engaging architectural engineers for plans, and incurring approximately $60,000 in additional expenses. During this period, they were also managing significant medical care responsibilities as primary caregivers for Ms. Jaisingh's mother, followed by their own serious health issues, which limited their ability to receive notices and respond to the matter in a timely manner. Accordingly, the Property Owners were unaware that this violation remained open due to the failure to close out the inspection.

Date: 7/16/25

Signed:

Print Name: Jessica Gow

Attachment: 563 10th Street (4954 : Request for a Lien Reduction - 563 10Th Street)

APPLICANT AUTHORIZATION FORM

An authorized applicant is defined as:

- The property owner of record; or
- An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- Contract purchaser (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I Ryan Jaisingh and Margaret Jaisingh, the fee simple owner of the following described property (Provided Legal Description or Tax Parcel ID Number(s)
(Owner's Name)

563 10th Street, Holly Hill, FL 32117 (533738010010)

hereby petition the Holly Hill City Commissioners to grant a release of lien in the amount of $ 208,125.00 for Case No. 23-3930, and affirm that is hereby designated to act as my / our authorized agent and to file the attached application for the above stated request and make binding statements and commitments regarding the request.

Ryan Jaisingh
Owner's Name

Owner's Signature

352-720-73-2470

Margaret Jaisingh
Owner's Name

Owner's Signature

352-560-76-9590

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

SWORN TO AND SUBSCRIBED before me this 16 day of July, 2025

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Ryan & Margaret, who is personally known to me or who has produced ID's above as identification and who executed the foregoing instrument and sworn oath.

WITNESS my hand and official seal in the County and State last aforesaid this 16 day of July, 2025

Machelle Vallance

Notary Public in and for the County and State Aforementioned

My Commission Expires

MACHELLE L. VALLANCE
MY COMMISSION # HH 366139
EXPIRES: May 28, 2027

Attachment: 563 10th Street (4954 : Request for a Lien Reduction - 563 10Th Street)

STATE OF Florida

COUNTY OF: Volusia

PERSONALLY appeared before me, the undersigned authority duly authorized to administer oaths and take acknowledgements, Ryan & Margaret, 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 Florida ID's as identification and did take an oath.

Date: July 16, 2025

Machelle Vallance

Notary Public

My Commission Exp

MACHELLE L. VALLANCE
MY COMMISSION # HH 356139
EXPIRES: May 28, 2027

RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO

CODE ENFORCEMENT DEPARTMENT

1065 RIDGEWOOD AVENUE

HOLLY HILL, FL 32117

Attachment: 563 10th Street (4954 : Request for a Lien Reduction - 563 10Th Street)

CITY OF HOLLY HILL CODE ENFORCEMENT

SPECIAL MAGISTRATE HEARING

HOLLY HILL, FLORIDA

City of Holly Hill, a Political **Parcel No. 5337-3801-0010**

Sub-division of the State of Florida **Case No. 23-3930**

Petitioner,

-vs-

Ryan Jaisingh

Margaret Jaisingh, Owners

Respondent(s).

ORDER OF NON-COMPLIANCE

The City of Holly Hill Code Enforcement Special Magistrate has heard testimony under oath at a hearing on the above styled case on the 27th of October 2023, The owner of the property Ryan and Margaret Jaisingh, was present. Based on the evidence received, the Special Magistrate, thereupon issues its FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER as follows:

FINDINGS OF FACT

That Ryan and Margaret Jaisingh, Owner and Respondents of the property located at 563 10th Street, Holly Hill, Florida 32117 were granted an extension for two weeks July 21st 2023 and nothing was done. A notice to appear was issued and the property posted 10 16 2023, for violation IPMC 304.15 Doors, the bottom of the door for Unit #3 is deteriorated and damaged and must be properly repaired. Violation 26-61 (2) Sanitary (Trash), there is a large accumulation of trash, buckets, open containers, car parts, tires, wood, doors and other debris located on the West and South side of the building that must be removed. Repeat Violation. Violation of IPMC 302.4 Sanitary Grass Weeds, the rear (West) and side (South) area of the property has high grass and weeds that must be cut and properly maintained. Repeat Violation. Violation 26-81 (10) Sanitary Stagnant, there are multiple buckets and other containers that are allowing for the collection of and storage of stagnant water. All buckets and open containers must be removed. Violation 26-61 (14) health disease, the presence of stagnant water and items providing for the harborage of vermin and creating a public health risk. These items must be removed. Violation 26-61 (3) Sanitary vermin, the accumulation of trash and debris on the property is providing harborage for vermin. Violation IPMC 304.13 Windows, the front window of Unit # 4 is damaged and must be properly repaired. Violation IPMC 304.6 Exterior Walls,

Attachment: 563 10th Street (4954 : Request for a Lien Reduction - 563 10Th Street)

there is a hole in the wall on the West side of the building near the electrical panels that must be properly repaired. Violation 114-727 Fence Maintenance, the chain link fence at the rear of the property is damaged and must be repaired. Repeat Violation. Violation IPMC 304.14 Insect Screens, insect screens are missing from windows. Provide insect screens on all windows. Violation IPMC 302.3 Sidewalks and Driveways, multiple parking stops are damaged and must be replaced. Violation IPMC 304.10 Stairways, Decks, the step at the top of the landing is damaged, concrete is spalled and must be properly repaired. Violation IPMC 304.12 Handrails and Guards, the handrail/guard for the stairs on the first level is damaged and no longer capable of supporting normally imposed loads and creates a dangerous life safety hazard. Violation IPMC 304.10 Stairways, Decks, the handrail on the second floor near the top of the stairs is damaged missing top guard and must be properly repaired. Violation IPMC 304.2 Protective Treatment, the handrail/guard has flaking and peeling paint that must be removed and repainted. Violation 1-16 FS 823.07 Abandoned Refrigerators. The refrigerators have been removed and Respondents are in compliance with this violation. Violation IPMC 302.1 Sanitary Walkways, walkways, stairs and overhang are dirty and stained. Remove all staining from these surfaces. Violation IPMC 304.1 Exterior Maintenance, all light fixtures in the common area hallways shall be provided with protective globes to cover light bulbs. Violation 14-176 Electrical Permit. Code Enforcement Officer Ast, removed this violation the Respondents are in compliance. Violation 26-61 (2) Sanitary Trash, remove the collection (bags) of trash from the second-floor hallway. Violation 62-27 Business tax receipt. Code Enforcement Officer Ast, removed this violation the Respondents are in compliance.

At the hearing, the Code Enforcement Officer Randy Ast, testified and provided evidence of the above. No one appeared on behalf of the Owner at this hearing.

CONCLUSIONS OF LAW

That the Owners and Respondents of the property located at 563 10th Street, Holly Hill, 32117 is in violation of Holly Hill Zoning and Ordinances: violation IPMC 304.15 Doors, the bottom of the door for Unit #3 is deteriorated and damaged and must be properly repaired. Violation 26-61 (2) Sanitary (Trash), there is a large accumulation of trash, buckets, open containers, car parts, tires, wood, doors and other debris located on the West and South side of the building that must be removed. Repeat Violation. Violation of IPMC 302.4 Sanitary Grass Weeds, the rear (West) and side (South) area of the property has high grass and weeds that must be cut and properly maintained. Repeat Violation. Violation 26-81 (10) Sanitary Stagnant, there are multiple buckets and other containers that are allowing for the collection of and storage of stagnant water. All buckets and open containers must be removed. Violation 26-61 (14) health disease, the presence of stagnant water and items providing for the harborage of vermin and creating a public health risk. These items must be removed. Violation 26-61 (3) Sanitary vermin, the accumulation of trash and debris on the property is providing harborage for vermin. Violation IPMC 304.13 Windows, the front window of Unit # 4 is damaged and must be properly repaired. Violation IPMC 304.6 Exterior Walls, there is a hole in the wall on the West side of the building near the electrical panels that must be properly repaired. Violation 114-727 Fence Maintenance, the chain link fence at the rear of the property is damaged and must be repaired. Repeat Violation. Violation IPMC 304,14 Insect Screens, insect screens are missing from windows. Provide insect screens on all windows. Violation IPMC 302.3 Sidewalks and

Attachment: 563 10th Street (4954 : Request for a Lien Reduction - 563 10Th Street)

Driveways, multiple parking stops are damaged and must be replaced. Violation IPMC 304.10 Stairways, Decks, the step at the top of the landing is damaged, concrete is spalled and must be properly repaired. Violation IPMC 304.12 Handrails and Guards, the handrail/guard for the stairs on the first level is damaged and no longer capable of supporting normally imposed loads and creates a dangerous life safety hazard. Violation IPMC 304.10 Stairways, Decks, the handrail on the second floor near the top of the stairs is damaged missing top guard and must be properly repaired. Violation IPMC 304.2 Protective Treatment, the handrail/guard has flaking and peeling paint that must be removed and repainted. Violation IPMC 302.1 Sanitary Walkways, walkways, stairs and overhang are dirty and stained. Remove all staining from these surfaces. Violation IPMC 304.1 Exterior Maintenance, all light fixtures in the common area hallways shall be provided with protective globes to cover light bulbs. Violation 26-61 (2) Sanitary Trash, remove the collection (bags) of trash from the second-floor hallway.

– Property was posted, notice of violation and the Notice to Appear was issued in this matter.

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 2-118, it is duly ORDERED by this Special Magistrate that the Respondents shall pay an administrative fine of two hundred fifty dollars ($250.00) due within ninety (90) days of this order. If the Respondents fail to pay the administrative fine within ninety (90) days, a certified copy of this order shall be recorded in the public records and such recordation shall constitute a lien against the Respondents' real (except homestead) and personal property in Volusia County, Florida, said property to include, but not necessarily limited to that described above.
The Respondent must bring all the violations listed above into compliance within thirty (30) days of this Order. Failure to comply with this deadline shall result in a daily fine, per violation. The Respondent shall be required to pay a fine of Fifty dollars ($50.00) per day, PER VIOLATION until the property comes into compliance. Any unpaid daily accruing fines shall also be recorded as a lien on the property.

Any repeat violations within five (5) years of this order shall result in enhanced fines and fees.

DONE AND ORDERED this 30th day of October 2023 in Holly Hill, County of Volusia, Florida.

Attachment: 563 10th Street (4954 : Request for a Lien Reduction - 563 10Th Street)

CITY OF HOLLY HILL

CODE ENFORCEMENT

By, John A Pascucci

John A. Pascucci, Special Magistrate

Attest:

Code Enforcement Official

This Instrument prepared by John A Pascucci, Special Magistrate for the Code Enforcement, 1065 Ridgewood Avenue, Holly Hill, Florida 32117, Telephone number: (386) 248-9441.

STATE OF FLORIDA, VOLUSIA COUNTY

I HEREBY CERTIFY the foregoing is a true copy

of the original filed in this office. This 30th day of October, 2023.

VALERIE MANNING
MY COMMISSION # HH 417239
EXPIRES: October 30, 2027

Valerie Manning

City Clerk, City of Holly Hill

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on 30th day of October, 2023 a true and accurate copy of the foregoing has been furnished by U.S. Mail to:

Ryan Jalsingh

Margaret Jalsingh

563 10th Street

Holly Hill, Fl 32117

Code Enforcement Official

Attachment: 563 10th Street (4954 : Request for a Lien Reduction - 563 10Th Street)

IMPORTANT NOTICE

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

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

Attachment: 563 10th Street (4954 : Request for a Lien Reduction - 563 10Th Street)